

IMPORTANT INFORMATION ABOUT ZONE SCHEDULES

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

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

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

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

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

FOREIGN TRADE ZONE #42
TARIFF NO. 1

TITLE PAGE

**GREATER ORLANDO AVIATION AUTHORITY
ZONE SCHEDULE
TARIFF NO. 1**

TARIFF CHANGE #30

CHARGES, RATES, RULES AND REGULATIONS

APPLICABLE AT

**FOREIGN TRADE ZONE #42
ORLANDO INTERNATIONAL AIRPORT
ORLANDO, FLORIDA**

**OPERATING UNDER GRANTED AUTHORITY
OF THE UNITED STATES FOREIGN TRADE ZONES BOARD**

**TO THE
GREATER ORLANDO AVIATION AUTHORITY**

Issued by
The Greater Orlando Aviation Authority
Manager Commercial Properties
One Airport Boulevard
Orlando, FL 32827-4399
Effective August 1, 2005

FOREIGN TRADE ZONE #42
TARIFF NO. 1

TITLE PAGE

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GREATER ORLANDO AVIATION AUTHORITY
(Grantee)

BOARD MEMBERS

Jeffry Fuqua - Chairman
Jacqueline Bradley - Vice Chairperson
Jose A. "Tony" Rey - Treasurer
The Honorable Buddy Dyer - Mayor, City of Orlando
The Honorable Richard T. Crotty - County Mayor
Robert "Rob" W. Theisen, Jr.
Jeanne Van Meter

GENERAL OFFICE

Greater Orlando Aviation Authority
Orlando International Airport
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FTZ ADMINISTRATION

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Commercial
Properties

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Assistant Director
of Commercial
Properties

Dick Cunnion
Manager of
Commercial
Properties

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Grantee Authority:

The following Zone Schedule (Tariff) of Grantee has been revised pursuant to Foreign Trade Zone regulations 15 CFR 400.42. This regulation states: "The Zone Grantee (Greater Orlando Aviation Authority) shall submit to the Executive Secretary of the Foreign Trade Zones Board and the Port Director of U. S. Customs, a zone schedule which sets forth (1) Internal Rules and Regulations of the Zone, and (2) A statement of the rates and charges (fees) applicable to Zone User".

The rules, rates and regulations provided in this zone schedule (Tariff) do not supersede U.S. Customs Rules and Regulations. Any new measures, rulings or determinations made by U.S. Customs will apply.

Authority Given:

Foreign Trade Zone Act – 19 USC 81(a) – 81(u)

Foreign Trade Zone Board Regulations – 15 CFR 400

U.S. Customs Regulations – 19 CFR 146

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Grantee Liability:

A Grantee is a corporation to which the privilege of establishing, operating and maintaining a Foreign Trade Zone has been granted. The grant shall not be sold, conveyed, transferred, set over or assigned (Secs. 400.107 and 400.701 Foreign Trade Zone Regulations). Customs holds the operator (or the Grantee when acting as the operator) and surety responsible for compliance with the conditions of the Foreign Trade Zone Operators Bond (Secs. 113.73 CR). However, the execution of the bond by the Operator does not lessen the liability of the Grantee to comply with the Foreign Trade Zones Act (FTZA) and the implementing regulations, the FTZA and Customs Regulations (Secs. 146.6(e) CR). The Grantee, in Customs view, is not automatically absolved of all liability when delegating its authority to operate and maintain a zone to another person and does not operate the zone itself. (Hq.Ltr. FOR-1-CO:R:CD:D 218985 dated August 15, 1986, and TD 86-16, 51 FR 5048).

Operator Liability:

At such time as the Grantee establishes a Zone Operator, the operator agrees to terms and conditions set forth within the Operator's Agreement that covers the development and exclusive operational management of Foreign Trade Zone activities at their given zone site. Operations will be consistent and in accordance with standards of operation required by the U.S. Customs Service and the FTZ Boards, including those related to occupancy and use.

Authority Granted:

At such time as the Grantee establishes a Zone Operator, the Grantee grants the Operator the exclusive authority to utilize the zone site as a Foreign Trade Zone subject to terms, conditions, agreements and restrictions set within the zone schedule (Tariff), the Operator Procedure Manual and the Operating Agreement between the Greater Orlando Aviation Authority (Grantee) and the Operator.

Authority Accepted:

At such time as the Grantee establishes a Zone Operator the Operator assumes responsibility for the operation and management of the zone site in accordance with the terms and conditions of the Operating Agreement during the term set within the Agreement and any extensions thereof.

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FOREIGN TRADE ZONE #42
TARIFF NO. 2

LIST OF OPERATORS

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Operator	Site Location	Status
Greater Orlando Aviation Authority	General Purpose Zone Essential Air Services 4101 Lindy Circle Orlando International Airport Orlando, FL 32827	Activated September 29, 1978
Greater Orlando Aviation Authority	General Purpose Zone Crate and Fly, Suite 205 8442 Tradeport Drive Orlando International Airport Orlando, FL 32827	Deactivated October 14, 1998
Greater Orlando Aviation Authority	General Purpose Zone Seariders, Suite 100 8440 Tradeport Drive Orlando International Airport Orlando, FL 32827	Deactivated November 30, 1999
Greater Orlando Aviation Authority	General Purpose Zone Premier Logistics, Inc. (Titan) 8440 Tradeport Dr., Suite 102 Orlando, FL 32827	Activated December 3, 1999 Deactivated April 1, 2005
Greater Orlando Aviation Authority	General Purpose Zone Walt Disney World, Suite 110 8440 Tradeport Drive Orlando International Airport Orlando, FL 32827	Deactivated October 31, 2001
Greater Orlando Aviation Authority	General Purpose Zone Aircraft Service International, Inc. 3800 Express Street Orlando International Airport Orlando, FL 32827	Activated March 26, 2002
Mitsubishi Power Systems	Sub-Zone A Orlando Service Center 2287 Premier Row Orlando, FL 32809	Activated June 27, 2002

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General Purpose Zone:

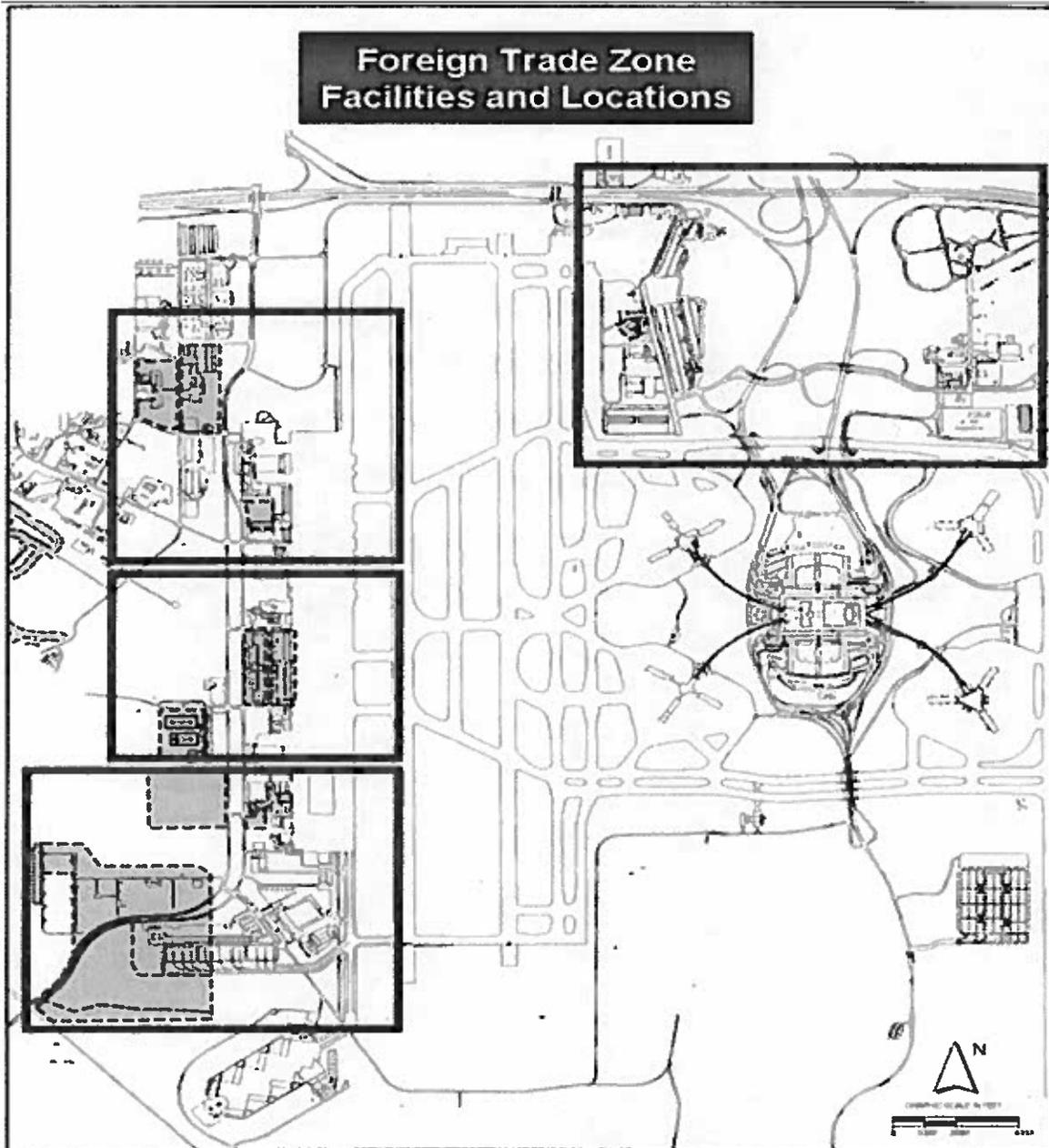
The Greater Orlando Aviation Authority, Grantee for Foreign Trade Zone #42, has 195 designated acres strategically located in the Tradeport area of the Orlando International Airport in Orange County. 205

Subzone:

Also included within Foreign Trade Zone #42 is a Subzone for Mitsubishi Power Systems that is located on 15 acres near the Orlando International Airport in Orange County.

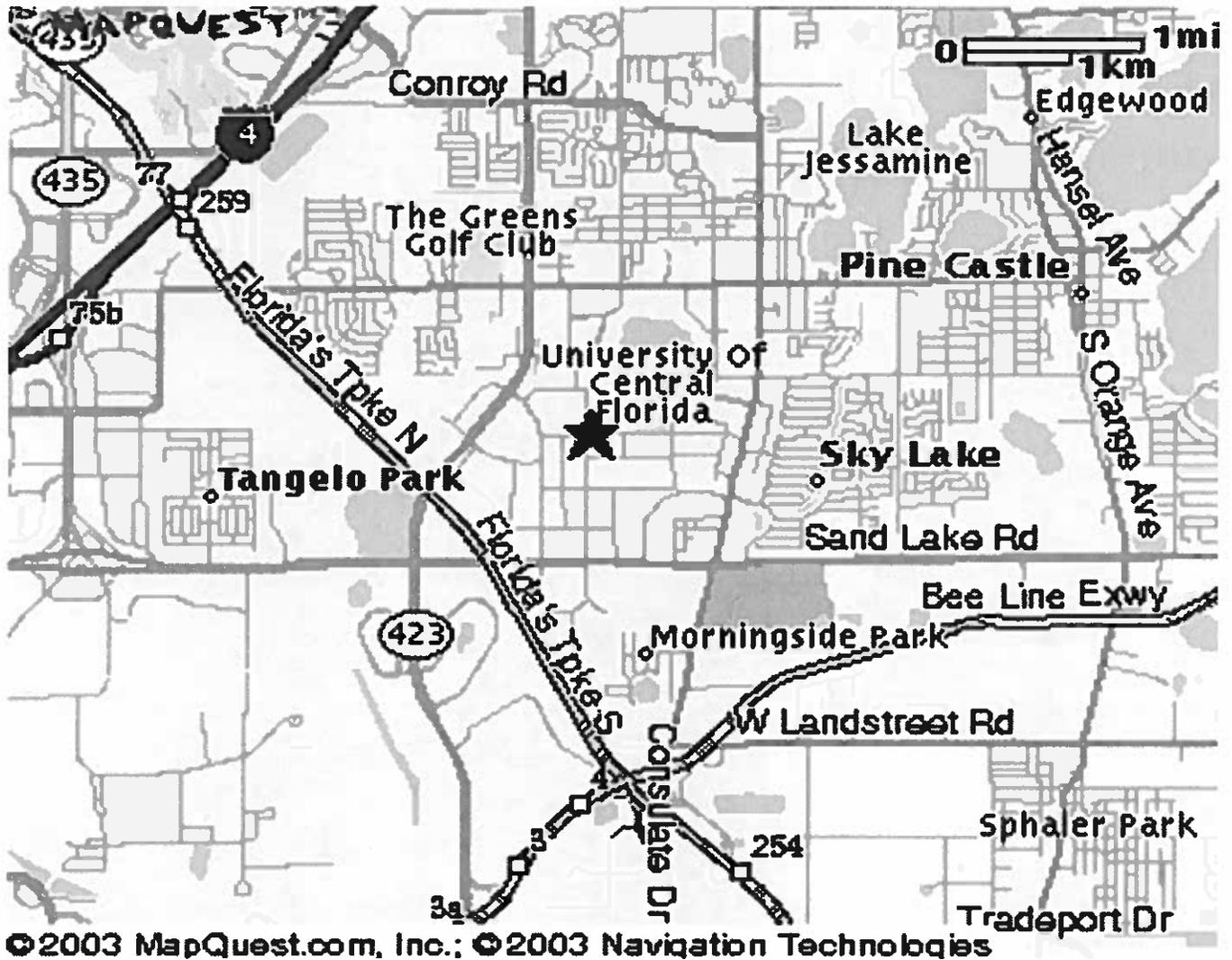
Locations:

The following maps identify the locations of the General Purpose Zone and the Subzone.



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Mitsubishi Power Systems
2287 Premier Row
Orlando, FL 32809



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Application/ Activation Fees

1. **FEE FOR EXPANSION OF GENERAL PURPOSE FTZ TO INCLUDE ADDITIONAL PROPERTY** **\$2,000**

Application to be prepared by the applicant with Authority sponsorship.
2. **FEE FOR SUBZONE DESIGNATION** **\$5,000**

Application to be prepared by the applicant with Authority sponsorship.
3. **FEE FOR MINOR MODIFICATION OF EXISTING FTZ SITE (GENERAL PURPOSE AND/OR SUBZONE)** **\$1,000**

Request to be prepared by the applicant with Authority sponsorship.

This non-refundable fee is payable by the applicant to the Grantee prior to submission of the application or request to the Foreign Trade Zone Board. Failure by the applicant to pay such fee to the Grantee will result in the Grantee withholding approval of the application or request and the Grantee refusing to file application or request on behalf of the applicant.
4. **FEE FOR ACTIVATION OF GENERAL PURPOSE ZONES/SUBZONES** **\$100**

Application to be prepared by the applicant with Authority sponsorship.

This non-refundable fee is payable by the applicant to the Grantee prior to the submission of the application to the United States Customs Service. Failure by the applicant to pay such fee to the Grantee will result in the Grantee withholding its concurrence to the activation.
5. **FEE FOR EXPANSION, REDUCTION OR DE-ACTIVATION OF ACTIVATED SPACE WITHIN THE GENERAL PURPOSE FTZ** **\$100**

Application to be prepared by the applicant with Authority sponsorship.

This non-refundable fee is payable by the applicant to the Grantee prior to the submission of the application to the United States Customs Service. Failure by the applicant to pay such fee to the Grantee will result in the Grantee withholding its concurrence to the activation.

Annual Fees for Activated FTZ Sites

ON-AIRPORT GENERAL PURPOSE ZONE

GENERAL PURPOSE ZONE OPERATOR

\$1,000

This non-refundable Annual Fee is payable by the Operator to the Grantee on the anniversary date of the activation.

OFF-AIRPORT GENERAL PURPOSE ZONE

GENERAL PURPOSE ZONE OPERATOR

\$5,000

This non-refundable Annual Fee is payable by the Operator to the Grantee on the anniversary date of the activation.

GENERAL PURPOSE ZONE LAND OWNER

\$1,000

This non-refundable Annual Fee is payable by the Land Owner to the Grantee on the anniversary date of the activation.

SUBZONES

ANNUAL FEE FOR ACTIVATED SUBZONE

\$5,000

This non-refundable Annual Fee is payable by the Subzone Applicant to the Grantee on the anniversary date of the activation.

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Annual Fees for Non-Activated FTZ Sites

ON-AIRPORT GENERAL PURPOSE ZONE

GENERAL PURPOSE ZONE OPERATORS

\$100

The Annual Fee will be paid on the anniversary date of the execution of the Agreement every year that the site remains non-activated. This Annual Fee is suspended should the site be activated and remains suspended until the site is non-activated, at which time the operator will commence payment of the Annual Fee on a yearly basis.

OFF-AIRPORT GENERAL PURPOSE ZONE

GENERAL PURPOSE ZONE OPERATOR

\$2,500

Should site be deactivated, the Operator will commence paying the Grantee the nonrefundable Annual Fee for non-activated General Purpose Zone sites on the anniversary date of the original activation.

GENERAL PURPOSE ZONE LAND OWNER

\$500

Should site be deactivated, the Land Owner will commence paying the Grantee the nonrefundable Annual Fee for non-activated General Purpose Zone sites on the anniversary date of the original activation

SUBZONES

ANNUAL FEE FOR NON-ACTIVATED SUZONE

\$2,500

Should Subzone be deactivated, the Operator will commence paying the Grantee the nonrefundable Annual Fee for non-activated Subzone sites on the anniversary date of the original activation

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Other Miscellaneous Charges

LEGAL FEES

Directly billed

Incurred as a result of tenant request

Warehouse Rates in FTZ Building 437

WAREHOUSE SPACE A,B,C,D,F,G,H

*\$6.00 S.F.

WAREHOUSE SPACE E

Limited use due to single-door and step-down access.

*\$3.00 S.F.

*A flat rate of \$300 is available for temporary storage and is accrued per shipment, per month. A minimum monthly charge of \$25.00 or \$0.45 per cubic foot is also available for temporary small shipments.

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ESSENTIAL AIR SERVICES

Application for Foreign Trade Zone Admission: Customs Form 214	\$25.00
Application for Foreign Trade Zone Activity Permit: Customs Form 216	\$25.00
In Bond Transportation Entry: Customs Form 7512	\$25.00

Storage Fees: Temporary storage of small shipments in the Foreign Trade Zone Building that does not require a Space Use Agreement with the Grantee will be charged a Minimum charge \$25.00 per month or \$0.45 per cubic foot per month per zone lot number.

The following rules governing procedures within Foreign Trade Zone #42 are issued in conformity with and supplementary to the Foreign Trade Zone Board Regulations and such of the United States Laws and Regulations relating to the Port of Entry that are applicable to Foreign Trade Zone operations.

The areas covered by the Internal Rules section of zone schedule (Tariff No. 1) are as follows:

General Operations

Improvements

Recordkeeping

Advertising

Administrative Expense

Indemnification

Insurance

Recognition of Successor

Notices

At such time as the Grantee establishes a Zone Operator there will be an Operating Agreement in place before activation of each general purpose zone site and sub-zone site. The following internal rules section is a zone schedule (tariff) supplement and does not supersede the agreement.

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GENERAL OPERATIONS

Foreign Trade Zone Operations Manual/Foreign Trade Zone Schedule (Tariff):

The zone operator (or the Grantee when acting as the operator) shall establish standards of operation and management and will document them in a Foreign Trade Zone Operations Manual. The manual will conform to requirements of the Board and the U.S. Customs Service and will apply to the admittance of all persons, firms and corporations to such premises. The Zone Operator will also prepare, in written form, a zone schedule (tariff) that will state charges for zone site operations and shall afford to all entities desiring to use the zone site, uniform treatment under the circumstances. The zone schedule (tariff) shall be forwarded to the Grantee for formal submission to the Board.

Right of Entry:

Representatives of the Grantee, the Board, the U.S. Customs Service and other authorized U.S. Government Officers, shall have the right to enter the zone site at any time for the authorized and lawful purpose of examining the zone site, conferring with the zone operator/user, its agents, invitees and employees on the premises, inspecting and checking operations, supplies, equipment and merchandise, and determining whether the business is being conducted in accordance with the procedures established in the Operating Agreement. All such entries shall be in accordance with the established security procedures and with reasonable advance notice to the Zone Operator/user.

Performance:

At such time as the Grantee establishes a Zone Operator the Zone Operator agrees to promptly undertake its best efforts to initiate foreign trade zone operations. The Grantee agrees to provide necessary support for Zone Operator efforts.

Expansion:

The Zone Operator (or Grantee when acting as the zone operator) will respond, in a timely manner, to future growth in market demand for leased space and facilities within the zone site including expansion for facilities as deemed necessary and economically practicable by Zone Operator in consultation with Grantee.

IMPROVEMENTS

Immediate Improvements:

The Zone Operator (or the Grantee when acting as the Zone Operator) agrees to construct the improvements and facilities at the zone site required by the Board and the U.S. Customs Service and to conform to the U.S. Customs Service request for activation of the foreign trade zone site. The Zone Operator further agrees to commence business as soon as practicable following the completion of such improvements.

Improvements Generally:

The Zone Operator agrees not to construct any additional zone site facility or make any substantial alterations to the improvements referred to in Immediate Improvements above, unless plans and specifications are first concurred with by the Grantee, the Board and the U.S. Customs Service as required by law.

Repairs and Maintenance:

The Zone Operator (or the Grantee when acting as the Zone Operator) will repair and maintain the premises in a clean and orderly condition consistent with the nature of the operations in the zone.

RECORDKEEPING

The Zone Operator agrees to submit to the Grantee at the end of each fiscal year, reports containing data required by the Board and the U.S. Customs Service. The appropriate Zone Operator officials, certifying the accuracy of the reports shall sign all such statements. The Zone Operator (or the Grantee when acting as the Zone Operator) shall be responsible for preparing a narrative and supplying photographs, as required, for the Annual Report to the Board. All financial operations information concerning zone operations shall be kept confidential except that which is required to be made public by the Board. Any and all foreign trade zone operations manuals, computer programs, computer reports and system designs developed by the Zone Operator (or the Grantee when acting as the Zone Operator) shall be kept confidential and will not be disclosed to any other entity.

All financial and accounting records concerning zone site operations shall be retained for five (5) years after the act or occurrence recorded or after the merchandise covered by such records has been forwarded from the zone, whichever is longer.

Details of business operations of individual firms operating and using the zone site shall be kept confidential except for such information as shall be determined to be public information under federal, state or local laws.

ADVERTISING

At such time as the Grantee establishes a Zone Operator, the Operator may advertise that its operations are within a foreign trade zone. However, no designs, advertising signs or forms of publicity referring to the zone shall be used unless approved in writing by the Grantee as meeting standards which include wording, forms, color, number, location and size. The Grantee may advertise that the Zone Operator operations are within a foreign trade zone. However, the Grantee agrees to consult with the Zone Operator to assure the accuracy of published data concerning the zone site. If the Grantee or Zone Operator fails to approve or disapprove, in writing, any advertising materials within fourteen (14) days after submission, such materials shall be deemed approved.

ADMINISTRATIVE EXPENSES

Administrative Charges:

At such time as the Grantee establishes a Zone Operator, the Zone Operator agrees to pay or cause to be paid all costs, expenses and taxes (if any) incurred by the zone site operation including, but not limited to, construction, installation, improvements, security, maintenance, personnel and as otherwise provided herein. The Zone Operator also agrees to pay the Grantee an annual fee. This fee shall be examined annually as to charges required by either party.

U.S. Customs Service Administrative Expenses:

The Zone Operator (or the Grantee when acting as the Operator) shall pay or cause to be paid the full cost of all U.S. Customs Service administrative fees attributable to the zone site operation via direct billing.

U.S. Customs Service Bond Expense:

The Zone Operator (or the Grantee when acting as the Operator) shall pay the full cost of any U.S. Custom Service Bond required by the U.S. Customs Service for operation of the zone site and will file directly with the Port Director of U.S. Customs.

INDEMNIFICATION

At such time as the Grantee establishes a Zone Operator, the Operator agrees to protect, indemnify and hold harmless the Grantee from and against any and all loss, damage and liability including attorney fees and costs, whether insured or not, arising out of or incident to zone operator foreign trade zone operations. This includes Zone Operator liabilities under the Operators Custom Bond, including liquidated damages and other penalty cases, for violations of Customs laws or regulations governing foreign trade zone operations.

INSURANCE

At such time as the Grantee establishes a Zone Operator, the Operator is required to have an insurance policy for the benefit of the Grantee and show the Grantee as an additional insured covering public liability for the zone site in any amount for bodily injury and property damage liability per occurrence and which may include appropriate terrorism coverages. The Zone Operator needs to furnish the Grantee certificates of any such insurance. Insurance must comply with limits specified in the Operator Agreement and be consistent with Section 1130.00 of the Aviation Authority's Policies and Procedures Manual concerning insurance and risk management.

RECOGNITION OF SUCCESSOR

Foreign Trade Zone #42 agrees to recognize any successor as long as it is a subsidiary, affiliate or parent of the Zone Operator. In the event of notice of the closing of a sale, sublease or other change in interest in the zone site, written notice by the Zone Operator is required at least sixty (60) days prior to such closing and shall contain the names and addresses of every person acquiring any interest in said business or operation. If the successor is other than one unconditionally accepted above, the Grantee shall have the option and right to cancel the Agreement within thirty (30) days after receipt of the notice from the Zone Operator. Approval of a successor shall not be unreasonably withheld.

NOTICES

All notices to the Grantee shall be sent by certified mail, return receipt requested, addressed to the Grantee at the address stated herein or such other address the Grantee designates in writing. All notices to the Zone Operator at the address stated herein or at

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such other address the Zone Operator designates in writing. The date of delivery as evidenced by the postal return receipt shall be deemed as the date of service of the notice.