

MASSACHUSETTS PORT AUTHORITY
MINUTES FOR THE REMOTE MEETING
HELD ON FEBRUARY 16, AT 9:00 A.M.

The meeting of the Members of the Massachusetts Port Authority was held on February 16, 2023. The following Members participated remotely per An Act Extending Certain COVID-19 Measures Adopted During the State of Emergency signed into law by Governor Baker on June 16, 2022: Chairman Lewis G. Evangelidis, presided, Warren Q. Fields, John A. Nucci, Sean M. O'Brien, Laura Sen and Gina Fiandaca. Lisa Wieland, Chief Executive Officer and Executive Director, Reed Passafaro, Chief of Staff, John P. Prankevicius, Director of Administration and Finance and Secretary-Treasurer, Edward C. Freni, Director of Aviation, Catherine McDonald, Chief Legal Counsel, Hank Shaw, Chief Security Officer, James Morris, Port Director, Luciana Burdi, Director Capital Programs & Environmental Affairs, Kwang Chen, Chief Information Officer, Alaina Coppola, Director, Community Relations and Government Affairs, Andrew Hargens, Chief Development Officer, Dan Gallagher, Director of Aviation Business and Finance, Lauren Gleason, Deputy Port Director, Business Development, Sarah Dennechuk, Senior Project Manager, Flavio Leo, Director of Aviation Planning and Ann Buckley, Assistant Secretary-Treasurer were in attendance.

The meeting commenced at 9:04 A.M.

Chairman's Comments

Mr. Evangelidis, the Members and Ms. Wieland welcomed Secretary Fiandaca to the Massport Board as the new Secretary of Transportation. Mr. Evangelidis noted the state measures allowing for remote meetings expires in March and further legislative action might be anticipated. Mr. Evangelidis noted that the agenda order for today's Board Meeting will start in public session, then go into executive session and not return to public session.

Public Comment

There were no requests to speak during the Public Comment Period.

Ratification and approval of the minutes of the January 19, 2023 Board Meeting

Upon a motion duly made and seconded, it was

VOTED:

To ratify and approve the minutes of the January 19, 2023 Board Meeting.

Members Evangelidis, Nucci, O'Brien, Sen, and Fiandaca voted Yes.

PUBLIC SESSION

Report of the CEO

Ms. Wieland presented information on Massport executives and senior leaders receiving incident management training, on financial performance for December 2022, on S&P Global Ratings raising its rating on Massport's Customer Facility Charge (CFC) revenue bonds issued to fund the Rental Car Center, on Logan's passenger volume trending upward, but a full recovery not expected until after FY23, on as the passenger recovering continues, Massport anticipating parking challenges for the upcoming peak travel seasons, starting with the February school vacation period, on Ride App efficiency improvements and the Terminal E Modernization project lowering Logan's commercial parking capacity by more than 1,500 spaces, on the Braintree LEX (Logan Express)/Quincy Satellite service for employees starting this month, creating more capacity at Braintree for passengers traveling during the school vacation week, on Blue Apple Bus increasing daily trips between the Mansfield Commuter Rail Station and Logan Airport by 50%, on Massport launching a public education campaign to reduce idling at Logan Airport, on Massport leveraging its mission to attract talent, on Pratt Wiley, CEO of The Partnership Inc., joining Massport's Chief DeGrace for a fireside chat to celebrate Black History Month, and on recent press celebrating Black-owned restaurants in Boston, including Larry J's BBQ Café in South Boston Maritime Park.

Director of Aviation Presentation

Mr. Freni presented information on Logan Airport passenger activity levels for January 2023, on extreme weather impacts at Logan and Worcester, on Worcester Airport passenger volume for the FY 2023 to date 6% higher than the pre-pandemic volume for the same period, on Massport having a robust Worcester Airport marketing campaign targeting February school vacation and college spring break travelers, and on Hanscom continuing to be a strong GA reliever for Logan Airport.

Director of Maritime Presentation

Mr. Morris presented information on Conley Terminal benefitting from continuing expansion of services, on a diversified ocean carrier offering, and on global connectivity for Massachusetts and New England shippers, on Conley Terminal offering global connectivity to 26 direct ports throughout China, Southeast Asia, Europe and Latin America, on Conley Terminal handling nearly 12,000 containers in January and 20 vessels – the most in one month, on the world's largest ocean carriers signaling expectations of declining earnings in 2023 due to weaker global consumer demand, and on MSC and Maersk ending partnership in "2M" Alliance in January 2025.

Strategic Plan

Flynn Cruiseport Boston Business Update

Ms. Gleason presented information on the global cruise industry expecting to double in value to \$15.1B by 2028, on cruise lines and travel agents seeing global cruise demand surging and expecting a strong 2023 cruise season in the U.S., on cruise lines expecting to surpass pre-pandemic passenger levels in 2023-2024 with strong passenger demand and new ships launching in 2023, on cruise lines focusing on luxury offerings and unique experiences appealing to a younger demographic, on the cruise industry investing \$23.5B in vessels with new technologies and cleaner fuels reducing carbon emissions, on the cruise industry continuing to be essential for the tourism industry in Boston, the Commonwealth and New England, on cruise activity rebounding at Flynn Cruiseport Boston after nearly a two year pause, on the Flynn Cruiseport Boston achieving over 310K passengers in 2022, on Massport expecting a robust 2023 cruise season at Flynn Cruiseport Boston, on the Flynn Cruiseport Boston having four cruise lines offering five homeports as well as repositioning cruises with unique destinations, on in 2023-2024, Flynn Cruiseport Boston maybe exceeding the pre-pandemic volume with more than 400K passengers, on Massport's business strategy focusing on growing the local tourism industry, on ships continuing to grow and Boston handling larger ships in 2024, pushing the limits of Massport's operational capabilities, on cruise facilities needing expansion and further development to support additional economic impact, on interim improvements to the Main Terminal enhancing passenger circulation creating a better guest experience at Flynn Cruiseport Boston, on Massport launching an exciting, high-energy campaign to help drive visits to website/bookings with partners, on Massport working closely with local tourism organizations to develop diverse and curated shore excursion experiences, on Massport continuing to advocate with the Cruise Canada/NE Alliance, cruise lines and shore excursion agents to focus on deployment to this region in April – August, on Massport taking steps to reduce emissions at Flynn Cruiseport Boston as part of its Net Zero Strategy, and on Flynn Cruiseport Boston driving volume growth and improving financial performance.

Real Estate Market Update

Mr. Hargens, along with Massport Real Estate Advisory Consultants, presented an update on the Boston commercial real estate market outlook, on an industry perspective, on the capital markets, on the office market, on the life science market, on the hospitality market, on the multi-family market, on the retail/restaurants market and on construction trends, on the Massport real estate commercial/maritime industrial portfolio, on the Massport office portfolio performance, on the Massport hotel portfolio performance, on the Massport residential portfolio performance, on the completed and in-progress Massport projects in the South Boston waterfront, on the Massport development pipeline under construction, and on Massport development pipeline observations.

Safety and Security Committee

Human Resources, Diversity, and Compensation Committee

Community Outreach Committee

Real Estate and Strategic Initiatives Committee

Mr. Fields joined the meeting at 9:52 A.M.

Charlestown Commerce Center Ground Lease Amendment

Mr. Hargens presented on the Charlestown Commerce Center (CCC) location and context, and on amending and extending the CCC parking lease.

Upon a motion duly made and seconded, it was

VOTED:

WHEREAS, the Massachusetts Port Authority (the “Authority”), as landlord, and CCC Realty Trust under declaration of trust dated January 20, 1992, doing business as Charlestown Commerce Center, Inc. (“CCC”), as tenant, entered into a Lease dated as of January 1, 2013, and designated PP-10713 (the “Lease”), of a certain parcel of vacant land containing approximately 42,054 square feet located on Terminal Street, Charlestown, Massachusetts as more particularly described in the Lease (the “Leased Premises”), which land is located adjacent to CCC’s property at 50 Terminal Street, Charlestown, Massachusetts (“CCC’s Property”); and

WHEREAS, the primary use of the Leased Premises is for the parking of personal automobiles and light trucks associated with CCC, its employees and its non-residential tenants of CCC’s Property; and

WHEREAS, the initial term of the Lease was for 10 years expiring on December 31, 2022 with an option to extend for an additional 5 years commencing on January 1, 2023 and expiring on December 31, 2027; and

WHEREAS, CCC exercised its option to extend the Lease for the additional 5-years to December 31, 2027; and

WHEREAS, CCC has requested an extension of the existing term of the Lease for an additional twenty-three (23) years and six (6) months from December 31, 2027 to June 30, 2051; and

WHEREAS, staff recommends that the Authority amend the Lease with CCC to extend the Lease term expiration date for an additional twenty-three (23) years and six (6) months from December 31, 2027 to June 30, 2051, and to memorialize associated business terms set forth in this Vote.

NOW, THEREFORE, BE IT RESOLVED AND VOTED:

1. To authorize the Chief Development Officer and the Chief Legal Counsel, and their designees, each acting singly, to negotiate, and the Chief Executive Officer and Executive Director, Director of Administration & Finance and Secretary-Treasurer, or Assistant Secretary-Treasurer, each acting singly, (each, an “Authorized Officer”) to execute and deliver, on behalf of the Authority an amendment to the Lease with CCC (i) to extend the existing term of the Lease for an additional twenty-three (23) years and six (6) months from December 31, 2027 to June 30, 2051; and (ii) to reflect a market

rent base rent adjustment effective as of July 1, 2023 from \$3.23 to \$3.55 per square foot with annual 3.5% escalations in base rent thereafter commencing on July 1, 2024; and an additional market rate base rent adjustment to occur on July 1, 2032; provided however, said adjustment shall not exceed 5.5% of the then existing July 1, 2032 base rent rate. Additionally, should CCC's property be used for residential purposes, the Lease shall terminate. The terms of said amendment to Lease shall contain such other terms and conditions not inconsistent with this vote as the Authorized Officer executing such amendment to Lease in accordance with this vote deems necessary or desirable.

2. Each Authorized Officer is further authorized to execute on behalf of the Authority any and all other agreements, documents, certificates or instruments, and to take any other actions deemed necessary or desirable to effectuate this Vote as the Authorized Officer executing such agreements, documents, certificates or instruments or taking such actions, may determine are necessary or desirable, provided all such agreements, documents, instruments or actions are substantially consistent with this Vote.

Members Evangelidis, Fields, Nucci, O'Brien, Sen, and Fiandaca voted Yes.

Boston Harbor Shipyard & Marina Lease Amendment

Mr. Hargens presented on the Boston Harbor Shipyard & Marina (BHSM) supporting a diverse tenant mix, on existing conditions and uses, on BHSM plans for the future, on key lease amendment terms, and on BHSM working hard to be a good neighbor to nearby Jefferies Point community.

Upon a motion duly made and seconded, it was

VOTED:

WHEREAS, the Massachusetts Port Authority (the "Authority"), as landlord, and Coastal Marine Management, LLC ("Coastal"), as tenant, entered into a Lease dated as of January 18, 2012, and designated PP-9472, as amended by a First Amendment dated June 1, 2013 (designated as PP-9472(A)) as affected by that certain Assignment and Assumption of Ground Lease dated May 8, 2018, by and between Coastal, as assignor, to Boston Harbor Shipyard & Marina LLC ("BHSM"), as assignor (collectively, the "Lease"), of a certain shipyard and marina facility located at 256 Marginal Street, East Boston, Massachusetts as more particularly described in the Lease (the "Leased Premises"); and

WHEREAS, the primary use of the Leased Premises is for maritime industrial, manufacturing and office uses; and

WHEREAS, the current term of the Lease expires on July 31, 2051; and

WHEREAS, in order to make substantial, much needed capital investments to the Leased Premises, BHSM has requested (i) an extension of the existing term of the Lease for an additional forty-seven (47) years to July 31, 2098; and (ii) a modified rent structure; and

WHEREAS, in consideration of the term extension and modified rent structure, BHSM has agreed to invest at least \$12 million in the Leased Premises, which at this time is proposed by BHSM to include filling the graving dock to expand the overall upland area, purchasing a 75-ton travel lift capable of servicing large commercial vessels, constructing a new building for

vessel maintenance and storage, and constructing a new sidewalk from Piers Park 1 to the Leased Premises for the public to use; and

WHEREAS, BHSM has further agreed to attend and participate in at least four (4) community meetings each year to discuss operations and investment plans for the Leased Premises with the goal of maintaining direct and transparent lines of communication with its neighbors; and

WHEREAS, staff recommends that the Authority amend the Lease with BHSM to extend the Lease term expiration date for an additional forty-seven (47) years from July 31, 2051 to July 31, 2098, and to memorialize associated business terms set forth in this Vote.

NOW, THEREFORE, BE IT RESOLVED AND VOTED:

1. To authorize the Chief Development Officer and the Chief Legal Counsel, and their designees, each acting singly, to negotiate, and the Chief Executive Officer and Executive Director, Director of Administration & Finance and Secretary-Treasurer, or Assistant Secretary-Treasurer, each acting singly, (each, an "Authorized Officer") to execute and deliver, on behalf of the Authority an amendment to the Lease with BHSM (i) to extend the existing term of the Lease for an additional forty-seven (47) years from July 31, 2051 to July 31, 2098; and (ii) to modify the rent structure set forth in the Lease as more particularly set forth in Schedule A hereto. The terms of said amendment to Lease shall contain such other terms and conditions not inconsistent with this vote as the Authorized Officer executing such amendment to Lease in accordance with this Vote deems necessary or desirable.
2. Each Authorized Officer is further authorized to execute on behalf of the Authority any and all other agreements, documents, certificates or instruments, and to take any other actions deemed necessary or desirable to effectuate this Vote as the Authorized Officer executing such agreements, documents, certificates or instruments or taking such actions, may determine are necessary or desirable, provided all such agreements, documents, instruments or actions are substantially consistent with this Vote.

SCHEDULE A

MINIMUM RENT MODIFICATION:

Effective as of January 1, 2023, Tenant shall pay Minimum Rent for the Leased Premises as follows:

Rent Years	Percentage of Gross Revenues
1-10	3%
11-20	3.5%
21-through remaining term of the Lease	4.0%

“Rent Year” shall mean the calendar year (i.e., January 1 through December 31). Rent Year 1 shall be the calendar year commencing as of January 1, 2023.

Notwithstanding the foregoing or any other provision in the Lease to the contrary, in the event that Tenant does not invest at least \$12 million in the Leased Premises prior to the commencement of Rent Year 16, the Minimum Rent payable by Tenant for Rent Years 16 through the remaining term of the Lease shall be equal to 5.0% of Gross Revenues.

TRANSACTION RENT:

Commencing upon the date of the Second Amendment to Lease, Transaction Rent shall increase from 0.5% to 1.0%.

Members Evangelidis, Fields, Nucci, O’Brien, Sen, and Fiandaca voted Yes

Facilities and Construction Committee

MPA H288 - Rehab Runway 5-23 with Lighting and Geometry Improvements Project, L.G. Hanscom Field, Bedford, MA, Partial Project Budget

Ms. Burdi presented information on the Runway 5-23 project enhancing safety and maintaining critical infrastructure in a state-of-good-repair, and on project phasing based on federal funding schedule and minimizing impacts to stakeholders.

Upon a motion duly made and seconded, it was

VOTED:

To authorize the Chief Executive Officer and Executive Director, Director of Administration & Finance and Secretary-Treasurer or Assistant Secretary-Treasurer, each acting singly (each, an “Authorized Officer”), to take all actions necessary or desirable and to execute all agreements necessary or desirable in order to continue with and complete the Authority’s Capital Project known as the H288 Rehab Runway 5-23 with Lighting and Geometry Improvements (MPA H288) subject to the following conditions: funds expended for the H288 Rehab Runway 5-23 with Lighting and Geometry Improvements shall not exceed \$12,000,000.00 (the “Approved Partial Budget”), as shown on the Financial Summary presented at the Board Meeting on February 16, 2023; the Director of Capital Programs and Environmental Affairs shall report back to the Board if, at any time during the life of the Project, it appears likely that the Project will exceed the Approved Partial Budget; and the Director of Capital Programs and Environmental Affairs also shall report any material changes to the scope of the work for this Capital Project as described in the backup materials presented at the Board Meeting on February 16, 2023. The Chief Executive Officer and Executive Director shall obtain all necessary permits and approvals and shall conduct all required environmental reviews prior to the execution of any agreement or to the commencement of any action all as may be required by law. Any agreement arising out of this vote shall contain such other terms and conditions as the Authorized Officer executing in accordance with this vote deems necessary or desirable.

Members Evangelidis, Fields, Nucci, O’Brien, Sen, and Fiandaca voted Yes.

Runway 15R-33L Safety and Rehabilitation Project, Logan International Airport

Ms. Dennechuk and Mr. Leo presented information on Massport undertaking a major safety and pavement rehabilitation project for Runway 15R-33L this summer, on the project requiring Massport closing Runway 15R-33L starting in late August, on making FAA-recommended safety improvements to several taxiway intersections, on expecting aircraft delays and temporary shifts in runway use and community overflights during the runway closure, on placing comprehensive mitigation measures to reduce construction noise and other impacts, and on Massport actively coordinating with stakeholders and its extensive outreach plan for communities and passengers.

Audit and Finance Committee

FY22 Six Month Financial Performance

Mr. Prankevicius presented information on the 24.2% increase in total revenues over the prior year six month period largely driven by increasing business activity, on the 10% increase in total expenses compared to the prior year six month period, resulting from services, maintenance and repairs, and on employee wages and benefits, on the positive operating income for the six month period surpassing operating income for the same period in 2019, on the Balance Sheet Change in Net Position growing by 7% for the six month period, and on other fiscal highlights.

Logan Airport Delta Air Lines, Inc. Terminal E Lounge Lease Amendment

Mr. Gallagher presented background information on Terminal E Modernization new Level 4 space, on Delta Air Lines Terminal E Lease Amendment and an overview of the key fiscal elements of the Proposal.

Upon a motion duly made and seconded, it was

VOTED:

WHEREAS, on September 22, 2022, the Board voted to authorize a lease agreement (the “Lease”) with Delta Air Lines, Inc. (“Delta”) for support space and club space in Terminal E at Boston-Logan International Airport; and

WHEREAS, the Terminal E Modernization Project identified a second location for a first class club on the fourth floor in Terminal E, and support space, containing approximately 6,337 square feet of space (“New Club Space”); and

WHEREAS, on November 15, 2021, the Authority issued a Request for Proposals (“RFP”) to the public for the New Club Space, for which there were no responses; and

WHEREAS, on November 4, 2022, the Authority re-issued the RFP for the New Club Space targeted to those airlines that operate out of Terminal E; and

WHEREAS, the selection committee voted to select Delta to develop, lease and operate the New Club Space; and

WHEREAS, the Authority and Delta desire to amend the Lease to add the New Club Space.

NOW, THEREFORE, BE IT RESOLVED AND VOTED:

To authorize the Director of Aviation and the Chief Legal Counsel, or their designees, to negotiate, and the Chief Executive Officer and Executive Director, Director of Administration & Finance and Secretary-Treasurer, or Assistant Secretary-Treasurer, each acting singly (each, an “Authorized Officer”), to execute and deliver on behalf of the Authority a lease amendment (the “Amendment”) with Delta for the New Club Space in Terminal E at Boston-Logan International Airport on the following terms and conditions:

- **Term:**
 - Term of the New Club Space will commence on April 1, 2023 and be coterminous with the existing Term of the Lease, as follows:
 - Initial Term Expiration Date: August 31, 2024
 - Option Term: One (1) five (5) year option term commencing on September 1, 2024 and ending on August 31, 2029

- **New Club Space:**
 - Approximately 6,337 square feet to be delivered in shell condition by the Terminal E Modernization Project

- **New Club Space Rent Commencement:**
 - Earlier of (i) Occupancy Date; or (ii) 18 months from delivery of the New Club Space

- **Rent:**
 - New Club Space
 - Terminal E: Type I, Board approved rate
 - New Club Space Rent:
 - Delta shall pay Massport an amount equal to the Terminal E Type I rent. Estimated annual payment is \$884,392 (\$131.55 per square foot per year; utilizing FY2023 Rates)
 - Facilities Rent:
 - Delta shall pay Massport an amount equal to Massport's capital investment costs associated with the New Club Space including financing and coverage. Estimated annual payment is \$243,087 (\$38.36 per square foot per year)
 - Total Estimated Base Rent (utilizing FY2023 Rates):
 - New Club Space Rent: \$1,127,479
 - Additional Fees: Delta has proposed to pay to the Authority an additional fee of \$50 per square foot (estimated at \$316,850) in year one only
 - Facility investment: \$12,500,000
 - Common Use Facilities Fees: any other fees and charges relating to Delta's use of the Common Use Facilities including, but not be limited to, common use counter and bag room fees, common use bridge and holdroom charges, common use terminal equipment ("C.U.T.E.") fees and passenger fees

The terms of the Amendment shall contain such other terms and conditions as the Authorized Officer executing such Amendment in accordance with this vote deems necessary or desirable.

Members Evangelidis, Fields, Nucci, O'Brien, Sen, and Fiandaca voted Yes.

Peabody Logan Express Long Term Lease

Mr. Gallagher presented information on a 10-year term for Peabody Logan Express (LEX) at the Northshore Mall, on the Peabody LEX Northshore Mall locations, and an overview of the Mayflower-Simon Mall Lease.

Upon a motion duly made and seconded, it was

VOTED:

WHEREAS, in 2021, staff from the Authority's Airport Business Office, Ground Transportation Unit and Real Estate & Asset Management Department investigated numerous sites within Peabody and surrounding North Shore communities in an effort to locate a viable substitute site from which to operate the Peabody Logan Express ("LEX") service; and

WHEREAS, the Mayflower REIT, LLC ("Simon") owned Northshore Mall site was determined to be the location that best met the Authority's Peabody LEX requirements; and

WHEREAS, the Authority initially operated the Peabody LEX service at the Northshore Mall under a three (3) month lease with a term from January 1 through March 31, 2022 and subsequently, under a nine (9) month lease with a term from April 1 through December 31, 2022, pursuant to which Simon agreed to allow the Authority to install a temporary customer friendly support office, public restroom facilities, Wi-Fi, and revenue control equipment on the site; and

WHEREAS, the Authority is currently operating the Peabody LEX service at the Northshore Mall site under a six (6) month lease with Simon, with a term ending on June 30, 2023, which was approved by the Members of the Authority (the "Board") at its October 20, 2022 meeting, with the expectation that the Authority would negotiate a longer-term agreement with Simon; and

WHEREAS, subject to Board approval, Simon and staff have completed negotiations of a term sheet ("Term Sheet") containing the material terms of a ten (10) year lease for a new site at the Northshore Mall.

NOW, THEREFORE, BE IT RESOLVED AND VOTED THAT:

The Director of Aviation or his designee and the Chief Legal Counsel or her designee are hereby authorized to negotiate, and the Chief Executive Officer and Executive Director, the Director of Administration & Finance and Secretary-Treasurer or the Assistant Secretary-Treasurer, each acting singly (each an "Authorized Officer"), are hereby authorized to execute and deliver on behalf of the Authority, a lease with Simon, which shall be substantially consistent with this vote and the Term Sheet attached hereto as Exhibit A, and such other terms and conditions not inconsistent with this vote as the Authorized Officer executing such lease in accordance with this vote deems necessary or desirable.

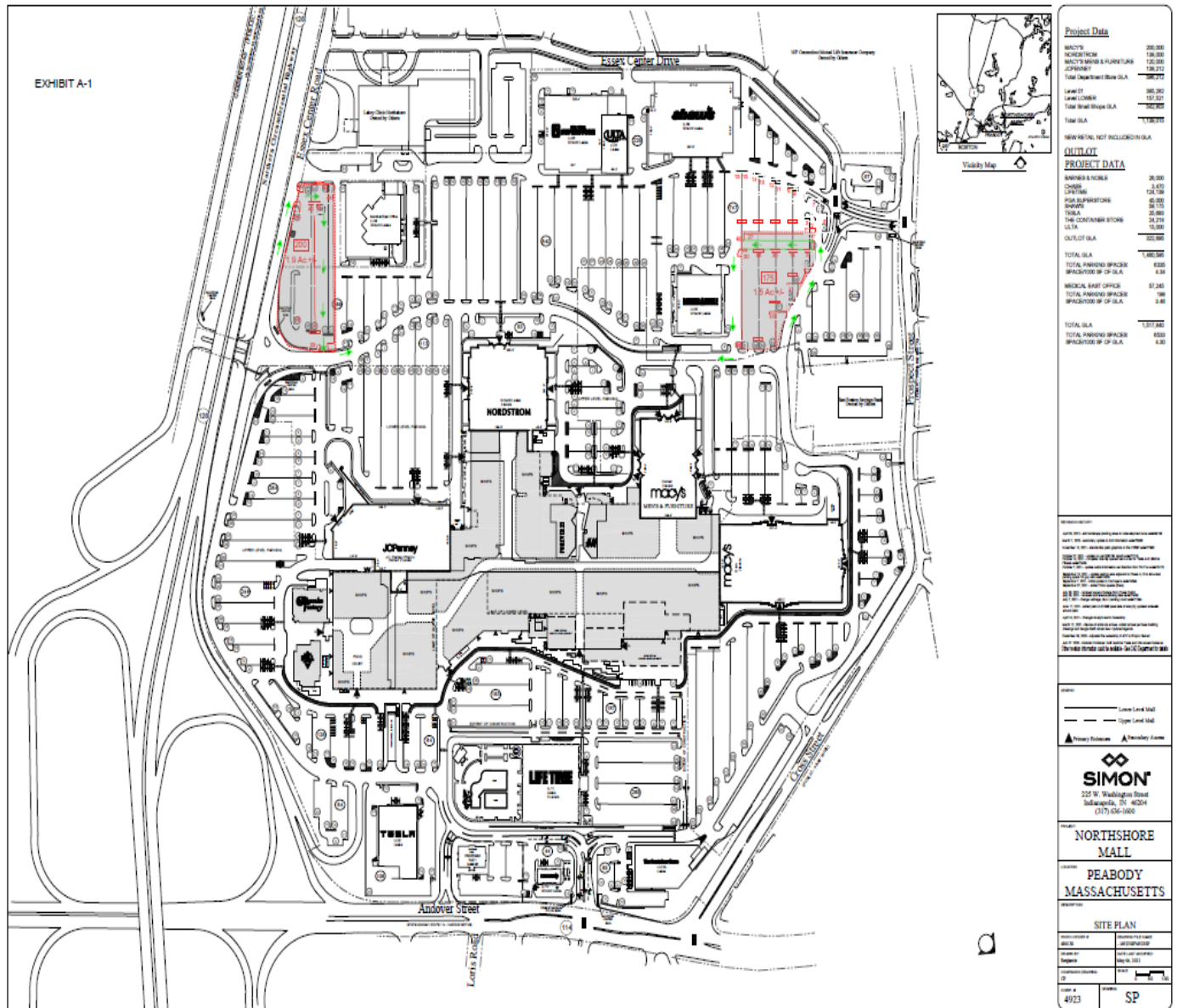
EXHIBIT A
TERM SHEET

Landlord:	Mayflower REIT, LLC (“Simon”)
Tenant:	Massachusetts Port Authority
Project:	LEX Parking Site at the Northshore Mall
Premises:	A portion of the Northshore Mall parking lot; consisting of approximately 375 parking spaces, in such areas as depicted on the map attached hereto as <u>Exhibit A-1</u> . Simon will make best efforts to work with the Authority on additional “overflow” parking under a separate short-term parking license agreement for an additional 57 spaces at peak travel times of the year.
Lease Term:	Ten (10) years
Ground Rent:	Four Hundred Sixty Nine Thousand Five Hundred Fifty Dollars (\$469,550.00) per year (consisting of Space Rent and Media Rent), payable monthly in the amount of Thirty Nine Thousand One Hundred Twenty Nine Dollars (\$39,129.00)
Rent Commencement:	The earlier of the date Tenant opens for business or one hundred eighty (180) days following the delivery of the Premises, which is anticipated to be July 1, 2023.
Landlord’s Work:	Tenant acknowledges Landlord is delivering the Premises in an "as-is" condition.
Real Estate Taxes:	Landlord shall be responsible for real estate taxes and all other municipal obligations assessed on the ground leased parcels.
Common Area and Maintenance/Security:	Tenant shall be responsible to maintain the property in a first-class manner. Such responsibilities include but not limited to landscaping, parking lot sweeping, general parking lot maintenance and repairs, parking lot striping, and snow removal. Tenant shall have the ability to add revenue control systems and security equipment on the Premises. Theft, loss or damage to equipment or property is the sole risk and responsibility of Tenant. Tenant shall be responsible for direct-metered electricity, water, sewer, and any other utility costs on the Premises.
Insurance:	Tenant will maintain insurance coverages as required by the Landlord.
Use:	Tenant shall use the property for parking vehicles for customers and employees of Logan Express. Tenant shall not park any large trucks or other vehicles which exceed the size of an individual parking space except in the designated area which has been approved by Landlord. No campers, mobile homes or other vehicles used for lodging purposes will be permitted on the Premises. Tenant signage shall be permitted on and adjacent to the Premises, such signage subject to advance approval of Landlord. Operation will be 24 hours per day.
LEX Operational Plans:	Tenant shall submit to the Landlord its plans and specifications for the LEX operation.
Security Deposit:	N/A

EXHIBIT A-1

PREMISES

Note: for illustrative purposes only



Members Evangelidis, Fields, Nucci, O'Brien, Sen, and Fiandaca voted Yes.

Assent Agenda

Logan Airport Aerovias Del Continente Americano S.A. Avianca Corp. ("Avianca")
Operating Agreement

Upon a motion duly made and seconded, it was

VOTED:

To authorize the Chief Executive Officer and Executive Director, Director of Administration & Finance and Secretary-Treasurer or Assistant Secretary-Treasurer, each acting singly, (each, an "Authorized Officer"), to execute on behalf of the Authority, conditional upon receipt of all required documentation, an agreement with Aerovias Del Continente Americano S.A. Avianca Corp. or to take such other action as may be deemed appropriate to allow Aerovias Del Continente Americano S.A. Avianca Corp. to conduct operations at Logan International Airport. Aerovias Del Continente Americano S.A. Avianca Corp. will pay all applicable fees established by the Authority for use of airport premises, including, but not restricted to, landing fees, parking fees, rental charges for terminal or other space at the Airport, and such other charges and fees as the Authority has established or may establish from time to time. Before the agreement is executed, or Aerovias Del Continente Americano S.A. Avianca Corp. is otherwise authorized to commence operations, Aerovias Del Continente Americano S.A. Avianca Corp. shall have valid and current certifications and authorizations from all state, federal and other governmental regulatory bodies for the aircraft used and the aircraft operation conducted, and the operating agreement shall be subject to cancellation or termination by the Authority. The agreement shall contain such other terms and conditions as the Authorized Officer executing the agreement in accordance with this vote deems necessary or desirable.

Members Evangelidis, Fields, Nucci, O'Brien, Sen, and Fiandaca voted Yes.

License Agreements for Small Wireless Facilities

Upon a motion duly made and seconded, it was

VOTED:

To authorize the Chief Executive Officer and Executive Director, the Director of Administration & Finance and Secretary-Treasurer, or the Assistant Secretary-Treasurer, each acting singly (each, an "Authorized Officer"), to execute on behalf of the Massachusetts Port Authority one or more license agreements with wireless carriers, or telecommunications equipment providers working for wireless carriers, with an initial application fee of \$750 per light pole (or cellular antenna post), and an annual fee of \$750 per light pole (or cellular antenna post).

Each such agreement shall contain such other terms and conditions as the Authorized Officer executing such agreement, in accordance with this Vote, deems necessary or desirable.

Members Evangelidis, Fields, Nucci, O'Brien, Sen, and Fiandaca voted Yes.

Motion to Enter Executive Session

Upon a motion duly made and seconded, it was

VOTED:

That the Authority enter executive session to discuss strategy related to real estate and the deployment of security personnel or devices.

Members Evangelidis, Fields, Nucci, O'Brien, Sen, and Fiandaca voted Yes.

Mr. Evangelidis stated that the Authority will not reconvene after Executive Session.

The public session adjourned at 11:08 A.M.

Ann Buckley
Assistant Secretary-Treasurer

List of Documents and Other Exhibits Used in Public Session

1. Board Book
2. PowerPoint Presentation Slides