

MASSACHUSETTS PORT AUTHORITY  
MINUTES FOR THE MEETING  
HELD ON MARCH 21, 2024 AT 9:00 A.M.  
LOGAN OFFICE CENTER  
ONE HARBORSIDE DRIVE, EAST BOSTON, MA

The meeting of the Members of the Massachusetts Port Authority was held on March 21, 2024. The following Members participated in person: Chair Patricia A. Jacobs presided, Lewis G. Evangelidis, Laura Sen, Sean O'Brien and Monica Tibbits-Nutt. Mr. John Nucci participated remotely. Edward C. Freni, Interim Chief Executive Officer & Director of Aviation, Catherine McDonald, Interim Chief of Staff & Chief Legal Counsel, John P. Pranckevicius, Director of Administration and Finance and Secretary-Treasurer, Hank Shaw, Chief Security Officer, Joseph 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, and Ann Buckley, Assistant Secretary-Treasurer were in attendance.

The meeting commenced at 9:00 A.M.

Mr. Warren Q. Fields joined the meeting remotely at 9:10 A.M.

Public Comment

Donald Richardson, Dr. Jamie Banks, Dr. Michael de Moor and Diane Proctor, each stated their strong opposition and concerns regarding environmental impacts from the North Airfield Hangar Development at Hanscom Field.

Ratification and Approval of the minutes of the February 15, 2024 Board Meeting

Upon a motion duly made and seconded, it was

VOTED:

To ratify and approve the minutes of the February 15, 2024 Board Meeting.

Members Jacobs, Sen, O'Brien, Fields, Nucci, Evangelidis and Tibbits-Nutt voted Yes.

Chair's Comments

Chair Jacobs noted she had no comments.

### Report of the CEO

Mr. Freni noted Mr. Warren Fields being the special guest at Massport's Black History Month Celebration in February. Mr. Freni presented information on JetBlue launching its new Boston-Dublin service providing more low-fare service options for passengers traveling to/from Ireland, on two local restaurant concepts opening in Logan Airport creating a sense of place for local and visiting passengers and elevating the passenger experience, on Worcester Regional Airport being awarded the American Airlines Customer Cup, on financial performance for January 2024, on the FAA announcing Airport Infrastructure Grants for Worcester Regional Airport and Hanscom Field, on Logan passenger activity exceeding forecast as the economy continues to outperform prior expectations, and on Massport celebrating Women in Construction Week.

### Director of Aviation Presentation

Mr. Freni presented information on February passenger activity at Logan Airport being propelled by school vacation travel, on Delta Air Lines announcing new service from Boston to Honolulu, starting next winter, on Spirit and Frontier Airlines also adding domestic services at Logan, on Worcester Regional Airport passenger volume increasing by 40% in February due to school vacation travel and new nonstop service to Fort Myers, on Massport running an April School Vacation campaign urging Logan passengers to use HOV modes to/from the airport, on Worcester Regional Airport campaign highlighting the convenience of using the local Worcester Airport for April Spring Break travel, and on Hanscom Field activity for February being 27% higher than the prior year due to more favorable weather.

### Director of Maritime Presentation

Mr. Morris presented information on Conley Terminal recently welcoming *MSC Kayley*, the largest ship ever to call Boston, on Conley Terminal handling 17 vessels in February and over 11,700 containers, on OCEAN Alliance carriers extending their partnership through March 2032, and on a new Wave Season marketing campaign for Flynn Cruiseport Boston launching this month for the upcoming cruise season.

## STRATEGIC PLAN

### FY24 - FY28 Capital Investment Plan

Ms. Burdi presented information on the \$3.2B FY24 – FY28 CIP (Capital Investment Plan) largely continuing investment in on-going projects, while advancing new initiatives maintaining assets and supporting strategic goals, on \$1.1B CIP investment maintaining Massport's assets in a state of good repair, on the \$500M increase includes new projects, the restorations of projects previously suspended due to COVID financial impacts, and inflation impacts, on \$500M of projects modernizing and optimizing Logan's domestic terminals, roadways and parking to enhance customer service and support economic growth, on \$500M+ being invested in airfield safety projects, partially funded with federal AIP (Airport Improvement Program) and Airport

Infrastructure Grants funded by the BIL (Bipartisan Infrastructure Law), on \$170M+ of investment expanding HOV services to move more people in fewer vehicles while reducing Massport's carbon footprint, on \$360M+ of investments supporting Massport's Maritime mission, on \$80M+ funding technology investments for business efficiency and security initiatives, on the FY24 – FY28 CIP reflecting \$515M of investments laying the groundwork for future Scope 1 and Scope 2 GHG (Greenhouse Gases) reductions in support of Massport's Net Zero goal, on the CIP leveraging \$400M of federal grant funds to help pay for key projects and prioritize financial stability, on the FY24 – FY28 CIP creating nearly 33,000 jobs, and on the FY24 – FY28 CIP, Massport needing to invest an additional \$5B+ over the next ten years to support the Commonwealth's economic, transportation and climate goals.

#### FY24 - FY28 Capital Investment Financial Plan

Mr. Prankevicius presented information on the five year business activity forecast, on Logan's near term passenger forecast reflecting strong U.S. and regional economies as well as industry supply constraints, and on Massport's 5-year forecast reflecting business activity improvements across most business lines supporting the FY24 – FY28 CIP.

Ms. Tenaglia presented information on FY24 – FY28 Plan funding the \$3.2B CIP, on an improved revenue forecast funding the \$3.2B FY24 – FY28 CIP, increasing operating costs generated by higher business activity and other inflationary cost increases, on business activity, on-airport shuttle buses, employee and passenger HOV services, strategic initiatives and community commitments increasing operating costs, on an inflation adjusted basis, forecast operating expenses per passenger returning to pre-pandemic levels and the cost of revenue ratio adjusting to pre-COVID level, on Massport's business activity growth helping generate 17% higher net earnings to finance the new FY24 – FY28 CIP, on Massport's 5-year finance plan being structurally balanced, using a mix of new earnings, revenue bonds, new Federal grants, and other sources, on the risks and challenges to achieving Massport's Strategic Initiatives and 5-year forecasts and on next steps.

#### FY24 - FY28 Capital Investment Plan

Upon a motion duly made and seconded, it was

VOTED:

To approve the Capital Investment Plan (CIP) for Fiscal Years 2024 – 2028.

Members Jacobs, Sen, O'Brien, Fields, Nucci, Evangelidis and Tibbits-Nutt voted Yes.

SAFETY AND SECURITY/COMMITTEE CHAIR O'BRIEN

Training Update

Mr. Shaw presented information on Massport hosting an Active Shooter Tabletop Exercise for Hanscom Field.

REAL ESTATE AND STRATEGIC INITIATIVES/COMMITTEE CHAIR FIELDS

Massport Marine Terminal Parcel 5B Amendment

Mr. Hargens presented information on multiple Massport Marine Terminal (MMT) development agreements requiring extensions due to ongoing DEP regulatory process, and on Parcel 5B tenant Pilot Development pursuing first mixed maritime/general industrial project.

Upon a motion duly made and seconded, it was

VOTED:

WHEREAS, the Authority currently leases from the Economic Development and Industrial Corporation of Boston ("EDIC") a parcel of land in the Raymond L. Flynn Marine Park ("RLFMP") located on Fid Kennedy Avenue in South Boston, commonly known as the Massport Marine Terminal ("MMT"), pursuant to a Lease dated November 27, 1979 (as amended, the "EDIC Lease"); and

WHEREAS, at its November 15, 2018 meeting, the Members of the Authority (the "Board") authorized the negotiation, execution and delivery on behalf of the Authority of (i) a development agreement with Pilot Development Partners, Inc. ("Pilot"); and (ii) one or more long-term ground subleases with Pilot or its nominee for the phased development of MMT Parcel 5, both substantially in accordance with the term sheet ("Term Sheet") presented to the Board at that time; and

WHEREAS, on April 30, 2019, Pilot and the Authority entered into a development agreement for Parcel 5 (as amended, the "Development Agreement"); and

WHEREAS, at prior meetings, the Board authorized the negotiation, execution and delivery on behalf of the Authority of amendments to the Development Agreement which collectively allowed for an extension of the Outside Closing Date for MMT Parcel 5B to April 30, 2024; and

WHEREAS, over the past year, Pilot has been working diligently to advance multiple maritime industrial-focused developments at Parcel 5, and is coordinating with the Authority on a multi-use development concept at Parcel 5B featuring upper floor flexible uses to help financially subsidize a significant

ground floor maritime industrial use (the “Project”); and

WHEREAS, progress with the Project has been slow due to market conditions and the delay in the issuance by the Massachusetts Department of Environmental Protection (“MA DEP”) of the final Consolidated Written Determination (“CWD”) for the RLFMP Master Plan Update, a key regulatory step necessary to provide for multi-use developments at the MMT; and

WHEREAS, in order to allow Pilot adequate time to solidify its development concept for the Project once the final CWD is issued by MA DEP, and to secure financing for the Project and complete negotiations of legal documentation related thereto, staff recommends that the Board authorize an amendment to the Development Agreement to provide an eight (8) month extension of the Project's Outside Closing Date from April 30, 2024 to December 31, 2024.

NOW, THEREFORE, BE IT RESOLVED AND VOTED THAT:

1. To authorize (i) the Chief Development Officer and the Chief Legal Counsel, and their designees, to negotiate and (ii) the Chief Executive Officer and Executive Director (or any officer authorized to serve in an interim capacity), 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 Development Agreement (the “Amendment”) with Pilot, to extend the Outside Closing Date for delivery of ground sublease(s) with Pilot or its nominee for MMT Parcel 5B by eight (8) months from April 30, 2024 to December 31, 2024. The Amendment shall contain such other terms and conditions not inconsistent with this Vote as the Authorized Officer executing the Amendment may determine are 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, certificates, instruments or actions are not inconsistent with this Vote.

Members Jacobs, Sen, O’Brien, Fields, Nucci, Evangelidis and Tibbits-Nutt voted Yes.

Massport Marine Terminal Parcel 6B Amendment

Mr. Hargens presented information on multiple Massport Marine Terminal development agreements requiring extensions due to ongoing DEP regulatory process, and on Parcel 6B the new facility for F.J. O'Hara/Pangea Shellfish strengthening the seafood cluster at the MMT.

Upon a motion duly made and seconded, it was

VOTED:

WHEREAS, the Authority leases a parcel of land from the Economic Development Industrial Corporation of Boston ("EDIC") in the Boston Marine Industrial Park located on Fid Kennedy Avenue in South Boston, known as the Massport Marine Terminal ("MMT"); and

WHEREAS, at its March 17, 2016 meeting, the Members of the Authority (the "Board") authorized the negotiation, execution and delivery on behalf of the Authority of (i) a development agreement with Pilot Development Partners, Inc. ("Pilot Development"); and (ii) and one or more long-term ground sublease(s) with Pilot or its nominee for the development of MMT Parcel 6 or portions thereof; both substantially in accordance with the term sheet ("Term Sheet") presented to the Board at the time; and

WHEREAS, on June 30, 2017, the Authority entered into a development agreement (the "Development Agreement") for MMT Parcel 6 with Pilot Development's nominee, Pilot Seafood Properties III LLC ("Pilot"); and

WHEREAS, at prior meetings, the Board authorized the negotiation, execution and delivery on behalf of the Authority of amendments to the Development Agreement which collectively allowed for an extension of the Outside Closing Date for MMT Parcel 6B to June 30, 2024; and

WHEREAS, Pilot working together with Marcus Partners ("Marcus") have advanced the design and permitting for the development of seafood processing, packaging and distribution facilities at MMT Parcel 6B for two local seafood industry businesses (the "Project") as part of a relocation plan for Marcus' proposed development project at 310 Northern Avenue (the "Northern Avenue Project"); and

WHEREAS, permitting for the Northern Avenue Project, which triggers the commencement of construction of the Project on MMT Parcel 6B, is contingent on the issuance of a Consolidated Written Determination ("CWD") by the Massachusetts Department of Environmental Protection ("MA DEP") of the update of the Raymond L. Flynn Marine Park Master Plan ("Master Plan Update") proposed by the Boston Planning & Development Agency ("BPDA");

WHEREAS, MA DEP is expected to issue a final CWD on the Master Plan Update in late 2024; and

WHEREAS, in order to secure favorable financing for the Project, Pilot has also requested that the term of the MMT Parcel 6B ground sublease be extended for twenty-five (25) additional years from February 19, 2070 to February 19, 2095; and

WHEREAS, in furtherance of the development of MMT Parcel 6B as seafood processing, packaging and distribution facilities, Pilot has requested, and staff recommends that the Authority amend the Development Agreement with Pilot to (i) extend the Outside Closing Date of the execution of the ground sublease for MMT Parcel 6B by six (6) months from June 30, 2024 to December 31, 2024 to allow for the issuance of the final CWD to the Master Plan Update; and (ii) extend the term of the MMT Parcel 6B ground sublease for twenty-five (25) years from February 19, 2070 to February 19, 2095.

NOW, THEREFORE, BE IT RESOLVED AND VOTED THAT:

3. To authorize (i) the Chief Development Officer and the Chief Legal Counsel, and their designees, to negotiate and (ii) the Chief Executive Officer and Executive Director (or any officer authorized to serve in an interim capacity), 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 Development Agreement (the "Amendment") with Pilot, which extends (a) the Outside Closing Date for delivery of ground sublease(s) with Pilot for MMT Parcel 6B by six (6) months from June 30, 2024 to December 31, 2024; and (b) the term of the MMT Parcel 6B ground sublease by twenty-five (25) years from February 19, 2070 to February 19, 2095, on the same terms and conditions, including Rent, as set forth in the Development Agreement. The Amendment shall contain such other terms and conditions not inconsistent with this Vote as the Authorized Officer executing the Amendment may determine are necessary or desirable.
4. 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 not inconsistent with this Vote.

Members Jacobs, Sen, O'Brien, Fields, Nucci, Evangelidis and Tibbits-Nutt voted Yes.

South Boston Parking Facilities Operator Contract Amendment

Mr. Hargens presented information on Massport South Boston parking portfolio being managed by SP+, on staff recommending executing the second 3-year option term under the current contract based on the strong SP+ performance to date.

Upon a motion duly made and seconded, it was

VOTED:

WHEREAS, on January 1, 2018, the Board authorized staff to enter into an operation, management and revenue collection agreement (“Agreement”) with SP Plus Corporation (“SP+”), for the Authority’s South Boston parking portfolio, consisting of the South Boston Waterfront Transportation Center and seven (7) surface parking lots (collectively, the “Parking Portfolio”); and

WHEREAS, the Authority and SP+ subsequently entered into the Agreement on April 1, 2018, with an initial term of three (3) years and two (2) three-year option terms, exercisable at the sole discretion of the Authority, subject to further Board approval; and

WHEREAS, on January 8, 2021, the Board authorized staff to exercise the first three-year option term with SP+, extending the term of the Agreement to March 31, 2024; and

WHEREAS, staff requests authorization to exercise the second three-year option to extend the term of the Agreement to March 31, 2027, and increase the not-to-exceed amount under the Agreement to \$9,600,000.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Chief Executive Officer and Executive Director (or any officer authorized to serve in an interim capacity), the Director of Administration & Finance and Secretary-Treasurer or the Assistant Secretary-Treasurer, each acting singly (each an “Authorized Officer”), is hereby authorized to execute and deliver, on behalf of the Authority, an amendment to the Agreement with SP+ exercising the second three-year option term, and increasing the not-to-exceed amount of the Agreement, as extended, to \$9,600,000. The amendment shall contain such other terms and conditions not inconsistent with this vote as the Authorized Officer executing such amendment determines are necessary or desirable.

Members Jacobs, Sen, O’Brien, Fields, Nucci, Evangelidis and Tibbits-Nutt voted  
Yes



HUMAN RESOURCES, DIVERSITY, AND COMPENSATION/COMMITTEE CHAIR  
JACOBS

CEO Search Update

Chair Jacobs as Chair of the Preliminary Screening Committee, noted the pool of potential candidates is geographically, ethnically and gender diverse and interviews are currently underway. Chair Jacobs thanked the search firm consultant for the sourcing of the strong applicant pool of transportation professionals and also thanked Mr. O'Brien and Mr. Fields for their dedicated efforts on the Preliminary Search Committee to date.

Deputy Director Information Technology/Chief Information Security Officer Appointment

Mr. Freni presented information on the appointment of Jarret Wright as Deputy Director Information Technology/Chief Information Security Officer.

Upon a motion duly made and seconded, it was

VOTED:

The Authority hereby appoints Jarret Wright to the position of Deputy Director Information Technology/Chief Information Security Officer, level 11, effective March 24, 2024, at an annual salary within the established guidelines for that position as recommended by the Chief Human Resources Officer and approved by the Interim CEO. This position will report directly to Kwang Chen, Chief Information Officer.

Members Jacobs, Sen, O'Brien, Fields, Nucci, Evangelidis and Tibbits-Nutt voted  
Yes

COMMUNITY OUTREACH/COMMITTEE CHAIR NUCCI

FACILITIES AND CONSTRUCTION/COMMITTEE CHAIR EVANGELIDIS

AUDIT AND FINANCE/COMMITTEE CHAIR SEN

Logan Express Bus Operating Agreement Amendments – Multiple Locations

Mr. Gallaher presented information Logan Express Service contracts, on Logan Express contract extensions facilitating the interim steps needed to transition to zero-emissions buses, and on Logan Express contract amounts.

Upon a motion duly made and seconded, it was

VOTED:

WHEREAS, the Authority has express shuttle services (each, a “Logan Express”) for air passengers and employees traveling between Boston-Logan International Airport (“Logan Airport”) and Back Bay, Braintree, Framingham, Peabody and Woburn, as well as several overflow lots, including the Braintree Overflow Lot (sometimes referred to as the Quincy Employee Lot); and

WHEREAS, each Logan Express service is operated pursuant to individual bus operating and maintenance agreements (each, an “Operating Agreement” and collectively, the “Agreements”) awarded on a staggered basis, each of which includes specifications of the buses to be procured and used in each service, the cost of which is borne by the Authority as a pass-through expense; and

WHEREAS, beginning in August 2024, and continuing into mid-2025, multiple Logan Express Agreements will terminate on a staggered basis, which will not be in alignment with the Authority’s Net Zero initiative milestones; and

WHEREAS, staff proposes extending the terms of certain Logan Express Agreements in order to align the public solicitation process, service procurement, and bus procurement and fabrication with the Authority’s Net Zero goals and zero-emission bus fleet strategy; and

WHEREAS, staff recommends that the Board vote to authorize one-year extensions of the Agreements for the Braintree, Braintree Overflow Lot, Framingham, and Peabody Logan Express, as well as the exercise of a one-year option term for the Back Bay Logan Express, and approve increases of the not-to-exceed amounts for these Logan Express Agreements, as extended, as set forth in this vote.

NOW, THEREFORE, BE IT RESOLVED AND VOTED THAT:

The Chief Executive Officer and Executive Director (or any officer authorized to serve in an interim capacity), the Director of Administration & Finance and Secretary-Treasurer, or the Assistant Secretary-Treasurer, each acting singly (each, an

“Authorized Officer”), are each hereby authorized to execute and deliver, on behalf of the Authority, an:

1. Amendment to the Braintree Logan Express bus operating agreement with Paul Revere Transportation, LLC, to extend the term for one (1) year and increase the not-to-exceed amount for the term, as extended, to \$42,100,000;
2. Amendment to the Braintree Logan Express Quincy Overflow Lot bus operating agreement with Plymouth and Brockton Street Railway Company, to extend the term for one (1) year and increase the not-to-exceed amount for the term, as extended, to \$13,500,000;
3. Amendment to the Framingham Logan Express bus operating agreement with Fox Bus Lines, Inc., to extend the term for one (1) year and increase the not-to-exceed amount for the term, as extended, to \$42,000,000;
4. Amendment to the Peabody Logan Express bus operating agreement with McGinn Bus Company, Inc., to extend the term for one (1) year and increase the not-to-exceed amount for the term, as extended, to \$19,000,000; and
5. Amendment to the Back Bay Logan Express bus operating agreement with Academy Express, LLC, to exercise a one (1) year option term, and increase the not-to-exceed amount for the term, as extended, to \$18,000,000.

The amendments shall contain such other terms and conditions not inconsistent with this vote as the Authorized Officer executing such amendments may determine are necessary or desirable.

Members Jacobs, Sen, O’Brien, Fields, Nucci, Evangelidis and Tibbits-Nutt voted  
Yes

#### Danvers Logan Express Lease

Mr. Gallagher presented information on Massport and Simon Property Group reaching agreement for a permanent Logan Express location on the North Shore, allowing continued growth of HOV services.

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”), a Simon Property Group, Inc. entity, owned Northshore Mall site was determined to be the location that best met the Authority's Peabody LEX requirements; and

WHEREAS, since January 1, 2022, the Authority has operated the Peabody LEX service at the Northshore Mall under a series of short term leases with Simon (including a six (6) month lease with a term that ended on June 30, 2023, which was approved by the Members of the Authority (the “Board”) at its October 20, 2022 meeting) , 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 and Simon continued to negotiate a longer term lease agreement at the Northshore Mall location and, as a result of those negotiations, the Board, at its February 16, 2023 meeting, approved the negotiation and execution of a ten (10) year lease with Simon for the LEX location at the Northshore Mall; and

WHEREAS, subsequent to the February 16, 2023 Board vote, the Authority was notified by Simon that the Northshore Mall location will become unavailable in late spring or early summer of 2024, due to the commencement of construction of the hotel; and

WHEREAS, the Authority and Simon engaged in further discussions about options for the relocation of the LEX operations to another site under a longer-term agreement, and Simon identified an approximately 6.77 acres portion of the Liberty Tree Mall in Danvers that is suitable for LEX operations; and

WHEREAS, subject to Board approval, Simon and staff have completed negotiations of a term sheet (“Term Sheet”) containing the material terms of a lease with an initial ten (10) year term, with three (3) ten (10) year renewal options, an option to purchase, and a right of first refusal, for the operation of the LEX at a new site at the Liberty Tree Mall in Danvers.

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 (or any officer authorized to serve in an interim capacity), 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 Mall at Liberty Tree, LLC, or a related Simon Property Group, Inc. entity, 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 deems necessary or desirable.

**EXHIBIT A**

**TERM SHEET**

- Landlord:** Mall at Liberty Tree, LLC (“Simon”) or another Simon entity
- Tenant:** Massachusetts Port Authority
- Project:** LEX Site at the Liberty Tree Mall in Danvers, MA
- Premises:** An approximately 6.77 acre portion of a peripheral Liberty Tree Mall parking lot; consisting of approximately 621 parking spaces, located on the ring road labeled Commonwealth Avenue, abutting Danvers Ford and the Danvers Police Department, as depicted on the map attached hereto as Exhibit A-1. Tenant will be responsible for any improvements to the Premises.
- Lease Term:** The initial term shall be ten (10) years from the Lease Commencement Date. Tenant shall have three (3) ten (10) year extension options, to be exercised at its sole discretion, with notice of the exercise of each extension option to be provided to Landlord not later than twenty-four (24) months prior to the expiration of the initial term or the preceding extension option.
- Initial Term Rent:** Six Hundred Forty-Two Thousand Four Hundred Fifty-Six and 28/100 Dollars (\$642,456.28) per year, payable monthly in the amount of Fifty-Three Thousand Five Hundred Thirty-Eight and 03/100 Dollars (\$53,538.03) commencing on the Rent Commencement Date and continuing through the last month of the fifth (5th) Lease Year, and Seven Hundred Six Thousand Seven Hundred One and 91/100 Dollars (\$706,701.91) per annum, payable in equal Monthly Rent installments of Fifty-Eight Thousand Eight Hundred Ninety-One and 83/100 Dollars (\$58,891.83), commencing on the first month of the sixth (6th) Lease Year and continuing through the last month of the tenth (10th) Lease Year.
- Extension Term Rent:** The rental rate for the first extension option shall be (i)(a) \$777,372.10 per annum, commencing upon the first month of the eleventh (11th) Lease Year and continuing through the last month of the fifteenth (15th) Lease Year, and (i)(b) \$855,109.31 per annum, commencing on the first month of the sixteenth (16th) Lease

Year and continuing through the last month of the twentieth (20th) Lease Year (the "First Renewal Term")

The rental rate for the second extension option shall be (ii)(a) the greater of (A) \$940,620.25, or (B) fair market value ("Fair Market Value"), per annum, commencing upon the first month of the twenty-first (21st) Lease Year and continuing through the last month of the twenty-fifth (25th) Lease Year, and (ii)(b) ten percent (10%) over the Annual Rent for the twenty-fifth (25th) Lease Year per annum, commencing on the first month of the twenty-sixth (26th) Lease Year and continuing through the last month of the thirtieth (30th) Lease Year (Second Renewal Term);

The rental rate for the third extension option shall be (iii)(a) the greater of (A) ten percent (10%) over the Annual Rent for the thirtieth (30th) Lease Year or (B) Fair Market Value, per annum, commencing upon the first month of the thirty-first (31st) Lease Year and continuing through the last month of the thirty-fifth (35th) Lease Year, and (iii)(b) ten percent (10%) over the Annual Rent for the thirty-fifth (35th) Lease Year, per annum, commencing on the first month of the thirty-sixth (36th) Lease Year and continuing through the last month of the fortieth (40th) Lease Year (the "Third Renewal Term").

**Lease Commencement**

**Date:** April 1, 2024

**Rent Commencement**

**Date:** The earlier of (i) the date Tenant opens for business, or (ii) ninety (90) days following the delivery of the Premises, which is anticipated to be April 1, 2024.

**Landlord's Work:**

Landlord is delivering the Premises in an "as-is" condition, free and clear of all tenants, licensees, invitees, and other parties, with Landlord providing any available environmental reports.

**Real Estate Taxes:**

Landlord shall be responsible for real estate taxes assessed on the Premises.

**Common Area and**

**Maintenance/Security:**

Tenant shall be responsible to maintain the property in a first-class manner. Such responsibilities include but shall not be 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.

**Permitted Use:**

Tenant shall use the property for parking vehicles for customers and employees of Logan Express. The operation of any retail use on the Premises is prohibited, other than retail uses accessory to the Park and Ride facility. Operation will be 24 hours per day.

**Signage:**

Tenant may install exterior signage at Tenant's sole cost and expense, as allowable by the Town of Danvers with, and only with, Landlord's approval.

**Subleasing / Assignment:**

Tenant shall not sublease or assign to unrelated entities without Landlord's prior written approval.

**Design:**

Landlord shall have the right, not to be unreasonably withheld, to approve the site plan, engineering, and building design / appearance of the Premises.

**Diligence:**

Execution of Lease subject to Landlord's receipt of all relevant third-party approvals.

**Option to Purchase:**

As long as Tenant is not in default and subject to any and all relevant Landlord-related third-party approvals, Tenant shall the option to purchase the Premises during the Initial Term of the Lease. In the event Tenant elects to exercise its option to purchase, Tenant shall provide Landlord with one hundred twenty (120) days prior written notice. The purchase price shall be \$9,367,849.00 during the first Lease Year. Thereafter, during the remainder of the Initial Term, the purchase price shall escalate annually on each January 1 by five

percent (5%) (the “Escalated Amount”). In the event Tenant exercises its options to extend the term of the Lease, the purchase price shall be the greater of (a) the Escalated Amount or (b) then current fair market value of the Premises (the “FMV Purchase Price”). If Landlord disagrees with Tenant’s FMV Purchase Price and Tenant and Landlord are unable to agree on the FMV Purchase Price within thirty (30) days, the FMV Purchase Price shall be determined by appraisal.

**Right of First Refusal**

In the event Landlord receives a bona fide offer by a willing third party to purchase the Premises which Landlord intends to accept, (the “Offer”), Landlord shall give written notice to Tenant accompanied by a copy of such Offer. Within thirty (30) days after receipt of the written notice, Tenant shall have the right to notify Landlord in writing that it is exercising its Right of First Refusal and will purchase the Premises pursuant to a purchase agreement which incorporates the terms and conditions of the Offer. In the event Tenant does not exercise its rights or fails to respond to Landlord’s notice within the aforementioned period, Landlord shall be entitled, for a period of six (6) months, to transfer the Premise to any other third party on terms substantially similar to and materially no more favorable to the transferee than those contained in the Offer. This right of first refusal shall continue in full force and effect during the Term of the Lease until it is terminated by: (a) the sale of the Premises to Tenant; or (b) Tenant’s refusal to purchase the Premises, whichever of these events first occurs. Right of First Refusal is limited only to the Premises and is not applicable to any potential transaction for the entire property (of which the Premises are a part).

Members Jacobs, Sen, O’Brien, Fields, Nucci, Evangelidis and Tibbits-Nutt voted  
Yes



ASSENT AGENDA

Exchange Conference Center Management Agreement Amendment

Upon a motion duly made and seconded, it was

VOTED:

WHEREAS, Rebecca's Cafe, Inc. d/b/a East Meets West (“East Meets West”) currently manages and operates the Exchange Conference Center at the Boston Fish Pier (the “ECC”) pursuant to a Management Agreement dated as of January 1, 2011 (the “Management Agreement”); and

WHEREAS, East Meets West has very effectively provided consistent and professional staffing and branding for the ECC, which has strengthened the facility’s reputation as a unique waterfront venue for small to medium sized gatherings, and has steadily increased bookings until the impacts of the COVID-19 pandemic shuttered the event industry statewide in March 2020; and

WHEREAS, the Authority’s plan to issue a Request for Proposal (“RFP”) for a new services contract for the operation and management of the ECC as an event venue in the early 2020s was disrupted due to the extreme impacts of the COVID-19 pandemic on the event/hospitality industry, and with conditions now stabilized, staff intends to issue an RFP in late 2024; and

WHEREAS, the Management Agreement terminates on December 31, 2024; and

WHEREAS, extending the term of the Management Agreement for an additional two (2) years from January 1, 2025 to December 31, 2026 will serve many purposes including, but not limited to: allow the Authority sufficient time to prepare an RFP, allow time for an operational transition period if a new manager is selected, and keep the ECC active and address industry-standard event booking lead-times, which can be at least two (2) years ahead.

NOW, THEREFORE, BE IT RESOLVED AND VOTED:

1. To authorize (i) the Chief Development Officer and the Chief Legal Counsel, and their designees, to negotiate, and (ii) the Chief Executive Officer and Executive Director (or any officer authorized to serve in an interim capacity), the Director of Administration & Finance and Secretary-Treasurer and the Assistant Secretary-Treasurer, each acting singly (each, an “Authorized Officer”), to execute and deliver, on behalf of the Authority, an amendment to the Management Agreement (the “Amendment”) with East Meets West extending the term for two (2) additional years from January 1, 2025 to December 31, 2026. The Amendment shall contain such other terms and conditions, which are not inconsistent with this

Vote and as the Authorized Officer executing the Amendment may determine are necessary or desirable.

2. Each Authorized Officer is further authorized to execute on behalf of the Authority any and all other documents, certificates or instruments, and to take any other actions deemed necessary or desirable to effectuate this Vote, provided all such documents, certificates, instruments or actions are not inconsistent with this Vote.

Members Jacobs, Sen, O'Brien, Fields, Nucci, Evangelidis and Tibbits-Nutt 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 the deployment of security personnel or devices and real estate.

Members Jacobs, Sen, Evangelidis, O'Brien, Fields and Tibbits-Nutt voted Yes.

The public session adjourned at 10:33 A.M.

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Ann Buckley  
Assistant Secretary-Treasurer

List of Documents and Other Exhibits Used in Public Session

1. Board Book
2. PowerPoint Presentation Slides
3. FY24 – FY28 CIP (Capital Investment Plan)