

McDermott Will & Emery

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Christine M. Gill
Attorney at Law
cgill@mwe.com
202.756.8283

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VIA ELECTRONIC FILING

Marlene H. Dortch
Secretary
Federal Communications Commission
445 Twelfth Street, S.W.
Washington, DC 20554

Re: *Ex Parte* Notice, ET Docket No. 05-247

Dear Ms. Dortch:

This letter responds to several questions that arose during an *ex parte* meeting between The Massachusetts Port Authority ("Massport") and Lauren Van Wazer of the Office of Engineering and Technology in regard to the above-referenced proceeding. At that meeting, Massport discussed with Ms. Van Wazer the difficulty of distinguishing between the various types of leases and commercial arrangements with the tenants at Logan Airport. In connection with this discussion, Massport agreed to provide Ms. Van Wazer with some follow-up information after it had an opportunity to more closely analyze its existing leases. Massport hereby provides this additional information for the record.

Massport finds it difficult to classify any particular lease relationship as "typical." Overall, as Massport stated in various pleadings in this proceeding, one of the distinctive characteristics of its leases are the use restrictions, some of which apply only to portions of the leased premises. In contrast to a residential lease, or even a typical commercial lease, the tenants at Logan have agreed to limit their activities within the leased premises to certain enumerated uses and to refrain from all other uses not specifically permitted. Massport's leases with airlines, such as Continental, restrict the types of activities in which the airline may engage in its leased space. This is true of other tenants as well.

As to the physical configuration of the leased premises, Massport's analysis shows a variety of patterns. The leased space may be enclosed by walls (*e.g.*, restaurants or clubrooms, operations support space such as baggage sort areas, staff/crew areas), partially enclosed (*e.g.*, restaurants, stores, or ticket counters), or unenclosed (*e.g.*, kiosks, gate seating areas, baggage claim areas). Tenants are likely to have a combination of enclosed, partially enclosed, or unenclosed spaces under a single lease.

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The nature of public access to tenants' leased space varies as well. For example, although some portions of tenants' leased space are available for public access (*e.g.*, ticket counters, gate seating areas, or stores), other portions are available for public access only with the payment of a fee or the purchase of products or services on the premises (*e.g.*, clubrooms or restaurants) or not at all (*e.g.*, certain operations support areas, areas behind security doors). Even among the leased spaces with restricted public access, some tenants allow public access upon the payment of a daily fee, while others require a pre-paid membership fee. The lease does not guarantee that the tenant's employees will be allowed access to all leased areas. Some leased areas restrict access to those who received approval for a security badge from the Massport security office. The security badge process is separate from any lease or contract and requires an application and fingerprint check.

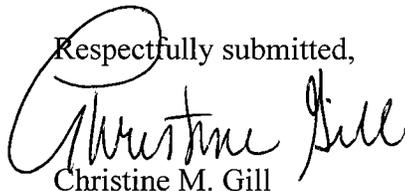
In addition, Massport's airline leases provides for "preferential use" rights in which Massport retains certain rights including allowing other air carriers to use unscheduled gates for their aircraft and possible take back by Massport of under-utilized gate(s). All airport leases, whether for airlines or non-airline tenants, allow Massport extensive rights, without any abatement of rent, to place utilities in, through and over the premises, and to access the premises to perform certain maintenance, repair and construction work, to access the premises for security and public safety purposes and to require sharing of certain areas, such as baggage space, with other tenants.

All tenants must have specific permission under their leases to sell items or services from their leased premises, regardless of its physical configuration or the nature of public access. Airlines at Logan Airport, for example, typically have permission to sell certain products from specific portions of their lease space (*e.g.*, tickets at ticket counters) but do not have permission to sell other items from their leased space, including the club room, without specific approval from Massport. Other tenants, however, such as restaurants, vendors, and stores, have negotiated the specific right under leases or concession agreements to sell certain goods and services from their leased premises or even to sell items in leased or common areas outside of their own leased premises or licensed areas.

All leases require tenants to go through a Tenant Alteration Application ("TAA") process before making even minor changes to their leased premises. Almost all of the leases also allow Massport to reclaim the premises under certain circumstances, such as failure of tenant to meet activity targets for the leased space.

We trust this information will be of assistance in the Commission's further consideration of the issues in this proceeding.

Respectfully submitted,



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cc: Lauren Van Wazer
Fred Campbell
Lauren Van Wazer
Julius Knapp
Bruce Romano
Alan Scrim
Geraldine Matise
Jamison Prime
Gary Thayer
Nicholas Oros
Catherine Seidel
Joel Taubenblatt
Sam Feder
Joel Kaufman