

**PULLIAM AIRPORT LEASE AGREEMENT
THIRD AMENDMENT
(COVID-19 Rent and Fee Relief)**

This Amendment is entered into this _____ day of _____, 2020 by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City") and Pulliam II, L.L.C., an Arizona limited liability company ("Lessee"), to amend the Lease Agreement dated January 9, 2003 as previously amended by the First Amendment to Lease Agreement dated June 16, 2005 and Second Amendment dated June 2, 2020 (hereafter "the Lease").

WHEREAS, the City of Flagstaff approved rent abatement for lessees from April 1, 2020 through September 30, 2020, in an effort to ensure continued airport related operations at the Flagstaff Pulliam Airport during the COVID-19 flu pandemic;

WHEREAS, although many travel restrictions have been lifted, businesses and industries dependent upon the airlines industry are still financially struggling as a result of the COVID-19 flu pandemic;

For valid consideration, the receipt of which is hereby acknowledged, the parties agree Article II. GENERAL TERMS OF LEASE OF PROPERTY is amended as follows (additions are shown as capitalized, underlined text, deletions are shown as stricken):

Section 2.2 Rental.

(E) PAYMENT ABATEMENT

- I. Due to the COVID-19 flu pandemic, the rental payment (as defined in section 2.2 of the Lease) shall be abated commencing April 1, 2020 and continuing through _____ ~~September 30, 2020~~ ("Abatement Period"), and no payment, late penalty or interest shall be owed or payable for this period; provided, however:
 - A. In the event Lessee receives other governmental relief or insurance recovery related to the COVID-19 pandemic, Lessee shall promptly notify city;
 - ~~B. In the event Lessee becomes insolvent, or is named as the debtor in a voluntary or involuntary bankruptcy proceeding, this section is void and payment will resume on the first day of the following month;~~
 - C. Lessee shall apply 100% of the rental payment abatement savings to reduce rent owed to Lessee by its Sublessee(s) for lease of the property during the Abatement Period, and provide documentation of this to the City.

(Remainder of Article II remains in effect)

All other terms and conditions of the Lease shall remain in full force and effect.

LESSEE: Pulliam II, LLC

By: _____

Title: _____
Its authorized representative

LESSOR: City of Flagstaff

By: _____
Mayor Coral Evans

Attest:

By: _____
Stacy Saltzburg, City Clerk

Approved as to form:

By: _____
City Attorney's Office