

**PULLIAM AIRPORT LEASE AGREEMENT
AMENDMENT NO. 2
(COVID-19 Rent and Fee Relief)**

This Amendment No. 2 is entered into this _____ day of _____, 2020 by and between the City of Flagstaff, a political subdivision of the State of Arizona (“City”) and United Airlines, Inc., an Illinois corporation (“Airline”), to amend the Pulliam Airport Lease Agreement dated March 31, 2019 as amended by Amendment No. 1 dated **June 2**, 2020 (“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, the airlines industry is 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 6. Rents, Fees and Utilities, section 6.07 is amended as follows (additions are shown as capitalized, underlined text, deletions are shown as stricken):

6.07. Rental Amount. Storage, and Landing Fees Abatement. Due to the COVID-19 flu pandemic, commencing April 1, 2020 and continuing through ~~September 30, 2020~~ _____ (“Abatement Period”) no rental amount, storage fee, landing fee (as defined in section 6.1, 6.01.1, and 6.02 respectively), nor late penalty or interest shall be owed or payable; provided, however:

- (a) In the event airline receives other governmental relief or insurance recovery related to the COVID-19 pandemic, airline shall promptly notify City;
- ~~(b) In the event airline becomes insolvent, or is named as the debtor in a voluntary or involuntary bankruptcy proceeding this section 6.07 is void and all payments shall resume under article 6 on the first day of the following month;~~
- (c) Airline shall continue to offer flights to the traveling public to and from the Flagstaff Pulliam Airport during the Abatement Period.

6.07.1 (Remains in full force and effect)

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

LESSEE: United Airlines, Inc.

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