

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

This Third Amendment to the Airport Lease Agreement dated November 14th, 2000 ("Lease"), as amended by the First Amendment dated November 19, 2019 and the Second Amendment dated June 2, 2020 is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between the CITY OF FLAGSTAFF, a municipal corporation organized and existing under the laws of the State of Arizona (the "City") and Wiseman Aviation, Inc., an Arizona corporation ("Lessee"), as successor in interest to Peabody Western Coal Company.

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 IV is amended as follows (additions are shown as capitalized, underlined text, deletions are shown as stricken):**

4.0 Temporary Rent Abatement

4.0.1 Abatement.

Due to the COVID-19 flu pandemic, ground rental and fuel flowage fees, (all as defined in section 4.1) shall be abated commencing April 1, 2020 and continuing through \_\_\_\_\_ ~~September 30, 2020~~ ("Abatement Period"), and no ground rental, fuel flowage fees, nor 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 4.0 of Article IV is void and all payment obligations will resume under Article IV on the first day of the following month.~~
- (c) Lessee shall continue to offer services at the Flagstaff Pulliam Airport during the Abatement Period.
- (d) Fuel flowage fees shall not be abated unless the City Council, in its sole discretion, amends the City Code to allow such abatement.

(Remainder of Article IV remains in effect)

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

**LESSEE:** Wiseman Aviation, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

ACKNOWLEDGMENT. On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, a Notary Public, personally appeared \_\_\_\_\_, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of Peabody Western Coal Company, for the purposes therein contained.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

**LESSOR:** City of Flagstaff

By: \_\_\_\_\_  
Coral Evans, Mayor

STATE OF ARIZONA            }  
  } ss.  
County of Coconino            }

ACKNOWLEDGMENT. On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, a Notary Public, personally appeared Coral Evans, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed the same on behalf of the City of Flagstaff, for the purposes therein contained.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Stacy Saltzburg, City Clerk

Approved as to form:

By: \_\_\_\_\_  
City Attorney's Office