

**SECOND ADDENDUM TO
AIRPORT LEASE AGREEMENT
(COVID-19 Rent Abatement)**

This Second Addendum is entered into this _____ day of _____, 2020 by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City") and Flagstaff Medical Center, Dba Guardian Air, an Arizona not for profit Corporation ("Lessee"), to amend the Airport Lease Agreement dated May 15, 2002, as amended by the First Addendum 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, 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. RENT AND FEES is amended as follows (additions are shown as capitalized, underlined text, deletions are shown as stricken):

4.1.5. TEMPORARY RENT ABATEMENT.

4.1.5.1 ABATEMENT.

- (a) Due to the COVID-19 flu pandemic, rental and fees, ground rental, fuel flowage fees, building rent, nor late payments (all as defined in section 4.1) shall be abated commencing April 1, 2020 and continuing through September 30, 2020 ~~September 30, 2020~~ ("Abatement Period"), and no rental and fees, ground rental, fuel flowage fees, building rent, nor late payments, shall be owed or payable for this period; provided, however:
- (b) In the event Lessee receives other governmental relief or insurance recovery related to the COVID-19 pandemic, Lessee shall promptly notify City.
- ~~(c) In the event Lessee becomes insolvent, or is named as the debtor in a voluntary or involuntary bankruptcy proceeding, this section of Article IV is void and all payment obligations will resume under Article IV on the first day of the following month.~~

(Remainder of Article IV remains in effect)

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

LESSEE: Flagstaff Medical Center, DBA Guardian Air

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