

**AIRPORT RESTAURANT LICENSE
AMENDMENT NO. 3
(COVID-19 Rent Relief)**

This Amendment No. 3 is entered into this _____ day of _____, 2020 by and between the City of Flagstaff, a political subdivision of the State of Arizona (“City”) and Air Café, an Arizona corporation (“Licensee”), to amend the Airport Restaurant License Agreement dated February 19, 2013, as previously amended by Amendment I dated March 25, 2015 and Amendment No. 2 dated **June 2, 2020** (hereafter “the License”).

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 that the License is hereby amended to read as follows (additions shown as capitalized text, and deletions shown as stricken);

ARTICLE IV - PAYMENTS FOR LICENSE

I. Payment abatement.

A. Due to the COVID-19 flu pandemic, fixed payment (as defined in section IV.A. of the Airport Restaurant License Agreement) and percentage payment (as defined in section IV.B. of Airport Restaurant License Agreement) 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 Licensee receives other governmental relief or insurance recovery related to the COVID-19 pandemic, Licensee shall promptly notify City;

~~(b) In the event Licensee becomes insolvent, or is named as the debtor in a voluntary or involuntary bankruptcy proceeding, this section I of Article IV is void and payment will resume under Article IV on the first day of the following month;~~

(c) Licensee in its discretion may continue to operate its food and beverage, take-out, and/or catering services at Air Café during the Abatement Period.

(Remainder of Article IV remains in effect)

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

LICENSEE: Air Café

By: _____

Its: _____

LESSOR: City of Flagstaff

By: _____

Mayor Coral Evans

Attest:

By: _____

Stacy Saltzburg, City Clerk

Approved as to form:

By: _____

City Attorney's Office