

**Amendment Three**  
**Lease Agreement**  
**between**  
**City of Flagstaff and Theatrikos, Inc.**

This Amendment Three ("Amendment ") is made this 12th day of ~~July~~<sup>August</sup> 2020 and is incorporated into and made a part of the Lease Agreement between the City of Flagstaff ("Lessor") and Theatrikos, Inc. ("Lessee"), dated October 17, 2006, as amended by Amendment One dated June 22, 2011, and Amendment Two dated February 6, 2018 ("the Lease").

In consideration for mutual promises contained herein, the Parties hereby agree as follows:

Section 32 is hereby added to the Lease to read as follows:

**32. Force Majeure.** There may be events that occur during the term of this Lease that are beyond the control of both the Lessor and the Lessee, including events of war, natural disasters, acts of terrorism, government acts or orders, epidemics, pandemics, public health emergencies, and other acts of God ("Force Majeure Event"). If a Force Majeure Event results in the temporary or permanent inability of Lessee to use the Premises as a community Playhouse, which is the use envisioned and expected by both Lessor and Lessee, Lessee may provide notice to Lessor of the Force Majeure Event and seek relief of its payment obligations under the Lease. The notice must identify the Force Majeure Event, describe how the Force Majeure Event has impacted Lessee's expected use of the Premises and the steps Lessee has taken to mitigate those impacts, and state the relief requested under this section. Upon receipt of said notice, Lessor, in its sole discretion, may abate all or a portion of the Rent obligations (Section 4.1) and Repair Adjustments (Section 4.3) due under the Lease for as long as the Force Majeure Event continues to adversely impact Lessor's expected use of the Premises. Lessee agrees to immediately inform Lessor when it is able to resume partial or full use of the Premises.

The City Manager will have authority to abate Rent and Repair Adjustments pursuant to this section for a period up to six months. Any relief beyond six months must be approved by the City Council. During any period relief is provided pursuant to this section, Lessee agrees to continue to take steps to mitigate the impacts of the Force Majeure Event, including seeking relief from other sources such as the State or Federal Government. If Lessee obtains any other form of relief that enables it to resume its payment obligations under the Lease, whether in whole or in part, Lessee will immediately inform Lessor of the additional relief, at which time Lessor may adjust any abatements previously granted under this section. Lessor reserves the right to reduce or cease abatements previously granted at any time.


All other terms of the Lease remain intact.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed.

City of Flagstaff

Theatrikos, Inc.

\_\_\_\_\_  
Mayor Coral Evans

  
\_\_\_\_\_  
Title: Executive Director  
Chris VERRILL  
7/24/20

Attest:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney