

VIA E-MAIL

\_\_\_\_\_  
\_\_\_\_\_

Re: \_\_\_\_\_ ("Premises")

Dear \_\_\_\_\_:

As you know \_\_\_\_\_ (this "firm," "we," or "Tenant") and \_\_\_\_\_ ("Landlord") are parties to that certain Office Building Lease entered into \_\_\_\_\_, 2014 (the "Lease"), pursuant to which Tenant leases from Landlord the Premises.

Due to State of California Executive Order N-33-20, issued March 19, 2020, which ordered all individuals living in the State of California to stay home or at their place of residence, this notice is being sent via email and not by overnight delivery service or by certified mail, return receipt requested. Furthermore, Executive Order N-33-20 has effectively prohibited our attorneys, paralegals, and staff from accessing and utilizing the Premises.

As I am sure you can imagine, we have already experienced substantial economic harm caused by a reduction of staff working and lower client demand caused by the COVID-19 pandemic and by the local, state, and federal government responses to COVID-19. Due to this substantial economic harm, and the almost certain prospect of future economic hardship continuing to result from the impacts of the COVID-19 pandemic and the local, state, and federal government responses to COVID-19, we hereby notify Landlord that **we are unable to pay rent (as defined in the Lease). Tenant requests a temporary deferment of rent payments for the next \_\_\_(to be filled in)\_\_\_ months, effective \_\_\_\_\_ through \_\_\_\_\_ with Tenant's next rent payment to be \_\_\_\_\_, 2020). Tenant requests that the next \_\_\_\_\_ months of rent be deferred and amortized into the remaining months (beginning on and after \_\_\_\_\_, 2020) of the Lease's term and we would welcome an amendment to the Lease to document such deferment of rent and to provide for such amounts to be amortized over the remainder the Lease's term.**

California Civil Code Section 1511 provides that the "want of performance of an obligation, or of an offer of performance, in whole or in part, or any delay therein, is excused by the following causes, to the extent to which they operate: ... 2. When it is prevented or delayed by an irresistible, superhuman cause." The COVID-19 pandemic is an "irresistible, superhuman cause" that has caused unforeseeable harm to our business and has materially impacted ability to make timely payments of rent.

I believe that the unforeseen effects of COVID-19 are further established by the local, state, and federal governments' responses to the COVID-19 pandemic. As you may be aware, State of California Executive Order N-28-20, issued March 16, 2020, finding that because the economic impacts of COVID-19 have been significant and could threaten the stability of California businesses, allows local jurisdictions to determine whether additional measures to promote stability amongst commercial tenancies are conducive to public health and/or are needed to mitigate the economic impacts of COVID-19. Executive

Order N-28-20 ordered that any provision of state law that would preempt or otherwise restrict a local government's exercise of its police power to impose substantive limitations on commercial evictions is suspended to the extent that it would preempt or otherwise restrict such exercise.

Several major cities, including Los Angeles, San Diego, and San Francisco, have already taken actions to put in place temporary eviction moratoriums for commercial and/or residential tenants. On March 18, 2020, the County Health Officer for Orange County issued an amended Public Health Order, implementing and revising the County's social distancing guidelines first ordered on March 17, 2020. Our business is experiencing the same financial impact as competing companies in Los Angeles, San Diego, or San Francisco.

I appreciate your recognition and understanding of the unprecedented economic turmoil that makes the rent deferral necessary.