From: mtn723@aol.com
To: Kimberly Rodrigues
Subject: Re: Agenda Item Dated May 13, 2020
Date: Tuesday, May 12, 2020 1:03:10 PM

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Dear Kimberly,

My name is Monty Morton, and I am the General Manager of the Agoura Hills City Mall. I read with interest the agenda item on "Amendment to Emergency Eviction Moratorium," and I do have a few comments which might be helpful.

Beginning in March, for April's rent, I began contacting *each individual tenant* to discuss the payment of rent. As a local shopping center owner, and I can only speak for myself, my goal was to offer assistance to our tenants, so that when this crises is over, I will have maintained our tenant base. And at the beginning of each subsequent month, i.e. April, May, and now for June, I have spoken to most every tenant.

One size does not fit all. Each tenant has their own financial dynamics, and therefore, their needs are varied. For example, some tenants did not need any assistance, such as the pharmacy and the pet store, as they have remained open. However, those were the exceptions. Parenthetically, I want to impress upon the Council that without exception, all the tenants are downright scared; scared of losing their business and their livelihood.

The assistance that has been offered has run the gamut from abatement of base rent (no payback), to deferral of base rent (payback over "X" amount of months, commencing on a certain date). I might add that all the discussions have been positive, and the tenants are grateful. That said, while the needs of the tenants have been paramount, I have kept our needs as Landlord in focus as we too have obligations that must be met.

In the agenda item, I noted a consideration of extending the period of time for pay-back to 12 months. What does a Landlord do when a tenant owes back rent, but their lease expires before the 12 month period? I have tenants where we have deferred rent, but their lease does expire within the 12 month period, and the Security Deposit is not sufficient to cover the arrears.

So, you can see what the issues are, and hopefully, the Council will take those issues into consideration upon their discussion.

Sincerely,

Monty Morton