OUR REF: DG: 26645



10 June 2016

Mr Rodney Lohse Senior Reporter/Producer Today Tonight Seven Network (Operations) Limited 40 Port Road Hindmarsh SA 5007

Dear Mr Lohse,

Barristers, Solicitors and Notaries Mediators

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## RE: Princes Arcade

I refer to our discussions this morning and thank you for affording my client the opportunity to comment.

I confirm that I act for the landlord of Princes Arcade.

The tenant of Princes Arcade complains about the landlord's breach of the lease relating to the Princes Arcade. I ask you to note that;

- The landlord and tenant and its representatives met on 28 April to discuss the landlord and tenant's obligations under the Lease relating to Princes Arcade including the tenant's non-payment of rent and failure to keep the Princes Arcade in a clean and tidy state.
- At that time the tenant sought assistance from the landlord in meeting his obligations under the Lease, including cleaning and redecorating the premises and non-payment of rent.
- 3. In addition to undertaking to carry out repairs to the Princes Arcade that the landlord is obligated to complete in accordance with the Lease, the landlord undertook to provide financial assistance to the tenant in meeting his obligations under the Lease.
- 4. Since that meeting the landlord has been working with the tenant and continues to do so to complete those landlord obligations which have largely been undertaken.
- 5. In addition thereto, the landlord, with the tenants consent, undertook to seek an alternative tenant for the premises as the tenant, for personal reasons sought to be released from his Lease obligations.
- 6. The landlord is in final negotiations with a prospective tenant to take over the Princes Arcade which would thereby release the tenant from continuing obligations under the Lease.
- 7. The landlord regrets any delays in attending to its obligations under the Lease but has been working with the tenant in the past, and continues to work with the tenant, to fulfil those obligations in a manner which would result in the least inconvenience to the tenants' business.

Yours faithfully,

**GEORGIADIS LAWYERS** 

Per:

Dim Georgladis

Principal

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