

## CHAPTER 5. LEASE END OBLIGATIONS

### 39. Deliver up at Lease end

#### 39.1. Tenant delivers up Premises

39.1.1. At the expiry or termination of this Lease or any holding over the Tenant agrees to:

- a. deliver up the Premises in the same condition as at the Commencement Date (fair wear and tear excluded); and
- b. redecorate the Premises if that is required under clause 39.5.

#### 39.2. Fittings and Tenant's Alterations at Lease end

39.2.1. The Tenant must, before termination of this Lease or any extension or renewal or any holding over:

- a. remove (only to the extent required by the Landlord) the Tenant's Alterations and Fittings;
- b. remove the Tenant's chattels;
- c. restore the Premises to the condition of the Premises (including their base building configuration) before any alteration or addition to the Building, Premises, Fittings, fixtures, partitions or Services made by the Tenant on or after the Commencement Date; and
- d. if so required by the Landlord, restore all Services to their original floor configurations as notified by the Landlord but the Tenant's obligations under this clause only apply to the extent that the Services have been altered from such configurations after the Commencement Date either by or on behalf of the Tenant or by or on behalf of the Landlord at the request of the Tenant.

39.2.2. If in removing its Fittings and Tenant's Alterations the Tenant causes damage to the Premises then the Tenant must repair that damage.

#### 39.3. Removal of Signs

39.3.1. The Tenant must remove the Signs and any services attaching to other signs at any time on or before the expiry or termination of the lease or any holding over and repair any damage caused by the removal to the reasonable satisfaction of the Landlord.

#### 39.4. Repair or replacement of carpet

39.4.1. At the expiry or termination of this Lease or any holding over, the Tenant agrees to repair or replace the carpet in the Premises to the standard and likeness of the carpet in the Premises as it was at the Commencement Date to the extent that the repair or replacement is required because of damage to the carpet in the

Premises (fair wear and tear excluded) after the Commencement Date except to the extent the damage is caused or contributed to by the Landlord.

39.4.2. The Tenant's obligation under clause 39.4.1 does not apply where the parties enter into an Option Lease pursuant to clause 5.

**39.5. Redecoration requirements**

39.5.1. If the parties enter into an Option Lease pursuant to clause 5, the Tenant must, before the commencement of the Option Lease, paint all surfaces inside the Premises in the same way as they were at the Commencement Date of this Lease.

**39.6. If Tenant's fitout and property not removed**

39.6.1. *If the Tenant does not remove its Fittings and Tenant's Alterations on or before the expiry or termination of the Lease or any holding over:*

- a. the Landlord may carry out the Tenant's obligation and recover the reasonable costs from the Tenant; and
- b. at the election of the Landlord, those Fittings and Tenant's Alterations not removed will become the property of the Landlord.