**1.4 Re-use of fitout**

* + - * 1. During the Re-letting Period, the Landlord must use its reasonable endeavours to secure a new tenant to lease the premises with as much of the Tenant’s fitout remaining in the premises as possible.
        2. If the Landlord secures a new tenant for the premises and that new tenant agrees to utilise the whole or part of the existing fitout in the premises, the Landlord:

will refund to the Tenant, within [insert #] days of entering into a binding agreement with the new tenant, an amount equal to the Make Good Price less the cost of Make Good of those items that the new tenant does not require be removed from the premises; and

the Landlord may retain the balance of the Make Good Price after deducting the amount referred to in clause 1.4(i).

* + - * 1. If the Landlord does not secure a new tenant for the premises during the Re-letting Period, the Landlord may [retain the Make Good Price/refund to the Tenant the Make Good Price and require that the Tenant carries out the Make Good works in accordance with the lease].

[Drafting note - delete (d) if the Landlord elects to have the Tenant carry out the Make Good Works]

* + - * 1. At the end of the Re-letting Period the Tenant is released in full from its Make Good obligations under the lease.