

SPARE COPY

DEED OF LEASE

between

RODNEY DISTRICT COUNCIL

and

MAHURANGI WEST HALL AND RESERVE INCORPORATED



Rodney
DISTRICT COUNCIL

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THIS DEED dated the 17th day of March 2004

LESSOR **RODNEY DISTRICT COUNCIL** a body corporate under the Local Government Act 2002

LESSEE **MAHURANGI WEST HALL AND RESERVE INCORPORATED** constituted under the Incorporated Societies Act 1908

BACKGROUND

- A. The Reserve is owned by the Crown and vested in the Lessor, in trust, as a local purpose (site for a community hall) reserve under the Reserves Act 1977.
- B. The Lessee has applied to the Lessor for the grant of a lease of the Leased Area which the Lessor has agreed to grant.
- C. **In entering into this Lease the Lessee acknowledges that the Reserve is held and administered for the public benefit and enjoyment and accordingly the grant of this lease is a particular privilege to the Lessee. In recognition of this grant of lease the Lessee has agreed to conduct its activities on the Leased Area at all times in the most responsible manner and in the public interest, and the Lessee agrees that it will give the Leased Area the highest standard of care and attention.**

GRANT OF LEASE

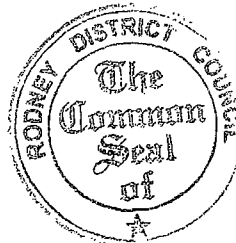
THE LESSOR leases to the Lessee and the Lessee takes on lease from the Lessor the Leased Area, together with reasonable access to the Leased Area over other part/s of the Reserve, under section 61(2A) of the Reserves Act 1977 for the Required Use at the annual rent (subject to review) and on the other terms in this lease and the Lessor and the Lessee covenant and agree that the lease between them is constituted by this grant, the Reference Schedule and the Schedule of Terms, all of which are incorporated in this lease and are to be interpreted as part of this lease.

Executed as a deed.

THE COMMON SEAL of **RODNEY DISTRICT COUNCIL** was affixed in the presence of:

P. A. Gilbert
Democracy Services Manager

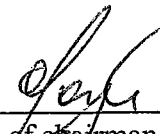

[Signature]
Manager Organisational Development




[Initials]
Lessor's Initials

Lessee's Initials

**THE COMMON SEAL of
MAHURANGI WEST HALL AND
RESERVE INCORPORATED** as Lessee
was affixed in the presence of:

<u>Michael John Owsen-Dayle</u>	<u></u>
Full name of chairman/secretary	Signature of chairman/secretary
<u>JOAN WILLIS</u>	<u></u>
Full name of committee member	Signature of committee member


Lessor's Initials

Lessee's Initials

REFERENCE SCHEDULE

LEASED AREA:	The area of the Reserve outlined in bold on the attached plan, being the footprint of land on which the Building is situated.
RESERVE:	Mahurangi West Reserve legally described as 8093m ² more or less being Section 40 Block XV Mahurangi Survey District computer freehold register NA574/38 (limited as to parcels), subject to Gazette Notice 1979 p1819 no 496716
TERM:	Ten (10) years
COMMENCEMENT DATE:	1 October 2004
EXPIRY DATE:	30 September 2014
RENEWAL TERMS:	One renewal term of nine (9) years
FINAL EXPIRY DATE:	30 September 2023
ANNUAL RENT:	\$1.00 (plus Goods and Services Tax)
REQUIRED USE:	Hall and community and indoor recreation
MINIMUM PUBLIC RISK INSURANCE:	\$1,000,000.00

SCHEDULE OF TERMS

1. INTERPRETATION

1.1 In this lease unless the context indicates otherwise:

"Building Work" means work for or in connection with the construction, alteration, demolition or removal of a building or any fixtures or improvements and includes earthworks preparatory to or associated with that construction, alteration, demolition or removal and any work of a structural or retaining nature, and services associated with that work;

"Building" means the hall building situated on the Leased Area;

"Leased Area", **"Reserve"**, **"Term"**, **"Commencement Date"**, **"Expiry Date"**, **"Final Expiry Date"**, **"Renewal Terms"** and **"Required Use"** have the meanings given to them in the Reference Schedule;

"**Lessee**" means the original Lessee named in this lease and the Lessee's successors and permitted assignees and includes the staff, agents, contractors and invitees of the Lessee;

"**Lessor**" means the original Lessor named in this lease and includes its successors and includes the staff, agents, contractors and authorised representatives of the Lessor;

1.2 **Headings:** section, clause and other headings are for ease of reference only and will not affect this deed's interpretation;

1.3 **Negative Obligations:** any obligation not to do anything will include an obligation not to suffer, permit or cause that thing to be done;

1.4 **Parties:** references to parties are references to parties to this deed;

1.5 **Persons:** references to persons will include references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations, governmental or other regulatory bodies or authorities or other entities in each case whether or not having separate legal personality;

1.6 **Plural and Singular:** words importing the singular number will include the plural and vice versa;

1.7 **Schedules:** the schedules to this deed and the provisions and conditions contained in these schedules will have the same effect as if set out in the body of this deed;

1.8 **Sections, Clauses and Schedules:** references to sections, clauses and schedules are references to this deed's sections, clauses and schedules;

1.9 **Statutes and Regulations:** references to any statutory provision will include any statutory provision which amends or replaces it, and any subordinate legislation made under it.

2. **TERM AND RIGHT OF RENEWAL**

2.1 The Term will start on the Commencement Date and end at midnight on the Expiry Date.

2.2 If:

2.2.1 the Reference Schedule provides for a Renewal Term; and

2.2.2 the Lessee is not in breach of this lease and has given to the Lessor written notice to renew the Lease at least three months before the end of the term; and

2.2.3 in the opinion of the Lessor the land has been appropriately managed and all improvements appropriately maintained;

then the Lessor will at the Lessee's cost grant the Lessee a lease of the Leased Area for the next further term specified in the Reference Schedule, to run from the end of the term of this lease.

2.3 The further lease will be at a rent determined in accordance with clause 3.2 and will otherwise be on the same terms as this lease, except that the term of this lease plus all further terms will expire on or before the Final Expiry Date.

2.4 The Lessee must when requested so to do execute a Deed of Renewal in the form prepared by the Lessor's solicitor at the Lessee's cost on each occasion when a renewal of the term has been effected.

3. RENT

3.1 The Lessee must pay to the Lessor the annual rent specified in the Reference Schedule payable (if demanded) in advance on each anniversary of the commencement of the term of this lease.

3.2 The annual rental will be subject to review by the Lessor at the end of each specified term. On each review the annual rental payable for the next period of this term will be determined by the Lessor, but will not in any event be less than the annual rental payable during the immediately preceding period of the term and will take into account the expense to the Lessor of administering the Leased Area as well as the policy of the Lessor relating to the rental charged for the leasing of similar reserves at the time of review, but in no circumstances will be greater than the current market rental for the premises.

4. OUTGOINGS

4.1 The Lessee must punctually pay all rates as defined in the Local Government (Rating) Act 2002 and any other charges levied by a local authority against the Leased Area. The Lessee must also pay all charges for electricity, gas and all other outgoings from time to time during the term levied rated or charged to either the Lessor or the Lessee on or for the Leased Area.

4.2 If any rate or other levy is payable for the land of which the Leased Area forms part the Lessor may apportion it on a fair basis.

4.3 No remission of any part of the rates will be permitted except where specifically provided for by the Local Government (Rating) Act 2002 and where a remission of rates has been approved by the Rodney District Council in its capacity as territorial authority.

5. GOODS AND SERVICES TAX

- 5.1 The Lessee must pay to the Lessor on demand or as the Lessor directs the Goods and Services Tax payable on any taxable supplies made by the Lessor to the Lessee under this lease.
- 5.2 If the Lessee defaults in payment of any money due under this Lease and the Lessor becomes liable to pay additional Goods and Services Tax then the Lessee must on demand pay to the Lessor the additional tax.

6. REQUIRED USE

- 6.1 The Lessee must use the Leased Area solely for the Required Use. If at any time the Lessor is of the opinion that the Leased Area is not being used or is not being sufficiently used for that purpose the Lessor, after making enquiries as it thinks fit and giving the Lessee an opportunity of explaining the usage of the Leased Area, and if satisfied that the Leased Area is not being used or is not being sufficiently used for that purpose, may terminate this lease.
- 6.2 The Lessee must not allow any riotous or disorderly conduct to take place on the Leased Area and must not do or allow anything that may be or become a nuisance or source of damage or annoyance to the owners or occupiers of any neighbouring property, nor will the Lessee allow the Leased Area to be used for overnight or residential accommodation unless prior written consent is specifically granted by the Lessor on each occasion.

7. MAINTENANCE OF LEASED AREA

- 7.1 The Lessee must at all times during this lease to the satisfaction of the Lessor keep and maintain and at the end of the term hand back the Leased Area and any other improvements in good, clean and substantial order, condition and repair, fair wear and tear or damage by fire, earthquake, tempest or other inevitable accident excepted.
- 7.2 In addition to the requirements of clause 7.1, the Lessee must apply the external protective coatings to the external fabric of the Building at intervals of no more than 5 years from the Commencement Date or the date of the last application, whichever is the later, or as mutually agreed between the Lessor and the Lessee depending on the condition of the particular coating at the time.
- 7.3 The Lessee must also repair all breakages or damage to internal and external windows, doors, locks and glazing in the Building, all defects or damage to lights, power points, light bulbs, fluorescent tubes and electrical wiring in the Building and place the same where damaged beyond repair or worn out, keep all carpeting and other floor coverings clean and replace all worn or damaged floor coverings with floor coverings of a similar quality, dispose of all rubbish in a hygienic

manner, keep all plumbing facilities in good working order and ensure that the drains are kept unblocked.

- 7.4 The Lessee must establish a separate account or cost centre to meet any future requirements for appliance or equipment replacement or major capital expenditure. The Lessee must make regular contributions to this account appropriate to its purpose.
- 7.5 The Lessee must repair any damage however caused to any sealed or surfaced areas, gates and fences within or bounding the Leased Area.
- 7.6 The Lessee must also throughout the term of this lease maintain all planted and landscaped areas within the Leased Area in a tidy and attractive condition, replacing plants and shrubs where appropriate. The Lessee must graze or mow all grassed areas within the Leased Area at appropriate intervals and keep those areas fertilised and watered.
- 7.7 The Lessee must throughout the term of this lease maintain, care for, preserve, and protect the trees and any other natural features on the Reserve.
- 7.8 The Lessee must remove any externally visible graffiti from any improvements on the site within 5 days of any defacement occurring.
- 7.9 Open space within the Leased Area must not be used for general storage purposes unless approved in writing by the Lessor.

8. BUILDING & OTHER LESSEE'S WORKS

- 8.1 The Lessee must not carry out any Building Work on the Leased Area without in each case first obtaining the written consent of the Lessor as landowner (as distinct from any consent which may be required from the Rodney District Council in its capacity as regulatory authority) which may place conditions on any approvals as it considers appropriate.
- 8.2 For the purposes of obtaining consent under clause 8.1, the Lessee must:
- 8.2.1 submit to the Lessor plans and specifications, a project programme, and anything else which the Lessor may reasonably require for approval as landowner;
- 8.2.2 demonstrate to the satisfaction of the Lessor that the Building Work will be carried out under the supervision of an architect, project manager, engineer or other suitably qualified person approved by the Lessor in its sole discretion; and
- 8.2.3 before and as a precondition of undertaking any Building Work, obtain all building and resource consents required to enable the relevant work to be carried out, if demanded supply the Lessor with a copy of all those consents, and thereafter comply with the conditions of those consents.

- 8.3 The Lessor will not arbitrarily or unreasonably withhold its consent under clause 8.1 if:
- 8.3.1 the conditions of clause 8.2 are complied with;
 - 8.3.2 the proposed Building Work complies with any reasonable standards which the Lessor may from time to time set as to the design, quality, materials and colour of any buildings and improvements on the Leased Area; and
 - 8.3.3 the proposed Building Work will not in the opinion of the Lessor overload, endanger, or prejudice the proper working of any services, utilities or amenities.
- 8.4 In granting consent or approval under this section 8 the Lessor will not be deemed to have warranted that the plans or specifications are suitable for the Lessee's purposes or that any person involved in the work is suitable or adequately qualified.
- 8.5 During the construction of the Building Work the Lessee must maintain, in the joint names of the Lessor and the Lessee for their respective interests, builders' risk and public liability insurance for amounts approved by the Lessor and will provide the Lessor with a copy. All Building Work is at the sole risk of the Lessee.
- 8.6 If during the course of the Building Work the Lessor reasonably considers the Lessee is failing to adhere to the approved plans or specifications, the project programme, the standards referred to in clause 8.3.2, or reasonably considers that the project is not being properly managed, the Lessor may by notice in writing to the Lessee require that all work in the Leased Area stop immediately, or require it to take other action as necessary to mitigate the Lessor's concerns.
- 8.7 The cost of all construction, alterations and additions to the Leased Area and the services, utilities or amenities contained in the Leased Area together with all consultants' fees and other fees or expenses incurred either by the Lessee or by the Lessor will be payable by the Lessee.
- 8.8 The Lessee must carry out the Building Work in strict compliance with the applicable building or resource consent(s) as well as any conditions imposed by the Lessor as landowner, and on completion of the works the Lessee must forthwith obtain the appropriate code compliance certificate and supply the Lessor with a copy.
- 8.9 Following the completion of any works the Lessee must provide the Lessor with a complete set of drawings accurately showing buildings and improvements on the Leased Area as constructed or altered.

9. OWNERSHIP AND REMOVAL OF IMPROVEMENTS

- 9.1 By a deed of approximately the same date as this lease, the Crown transferred ownership of the Building to the Lessee, subject to the terms of that deed.
- 9.2 On termination of this lease by expiry, surrender, breach of conditions or otherwise the Leased Area together with the Building and all improvements on the Leased Area will revert to the Lessor without any compensation being payable to the Lessee by the Lessor.
- 9.3 Despite clause 9.2, at the end of this lease, having regard to the condition and safety of the Building and other improvements and any management planning considerations applicable to the Reserve, the Lessor will have the following rights with respect to the Building and other improvements on the Leased Area:
- 9.3.1 The Lessor may make the Leased Area available to another community group, and in that event may require at its discretion any incoming lessee of the Leased Area to purchase the Building and other improvements from the Lessee.
- 9.3.2 The Lessor may require the Lessee on written notice to remove from the Leased Area the Building and/or any of the other improvements of the Lessee, in which case the Lessee will, within a reasonable time as stipulated in the notice, remove the same and if this is not done within the stipulated time then the Lessor may remove the same at the cost in all respects of the Lessee.
- 9.3.3 Where the Building or any other improvements owned by the Lessee are of value to the Lessor, the Lessee may sell the same to the Lessor. Whether the Building or any other improvements are of value to the Lessor is entirely a matter for the Lessor's discretion and not a matter for dispute between the parties.
- 9.3.4 Where under clauses 9.3.1 or 9.3.3 the parties cannot agree on the value of the Building or any other improvements, that value is to be agreed by the parties or determined by arbitration in accordance with clauses 22.2 and 22.3.
- 9.4 At the end of this lease, the Lessor may remove from the Leased Area any chattels in the apparent possession of the Lessee and place them outside the Leased Area, and the Lessor will not be answerable for any loss resulting from exercising this right or re-entering the Leased Area.

10. SIGNS AND ADVERTISING

The Lessee must not erect on or paint on or affix to or otherwise display on the Leased Area or buildings or structures any signs, notices sponsorship signs or advertising material without obtaining the prior written consent of the Lessor in

each case, which consent will not be unreasonably withheld if the signs directly relate to the Required Use, and comply with any relevant by-law requirements.

11. NO ASSIGNMENT OR SUBLETTING

The Lessee must not assign mortgage charge sublet or part with possession of the Leased Area or any part of the Leased Area except in accordance with section 12 of this lease.

12. HIRING/SUBLEASING

12.1 The Lessee may from time to time with the prior written consent of the Lessor let out or hire the Building or any part of it to any responsible and respectable person or persons for community or recreation purposes, as long as no nuisance is caused to neighbours whether by excessive noise or otherwise. The consent of the Lessor may be granted or withheld in the absolute and unrestricted discretion of the Lessor.

12.2 For the purposes of clause 12.1, the Lessor's consent will not be required for overnight sleepovers, primarily for children and their supervisors, subject to the following conditions first being fulfilled:

12.2.1 The Lessee must, at its own cost, obtain any consents under the Building Act 1991 and the Resource Management Act 1991 which may be required.

12.2.2 The Lessee must, at its own cost, carry out any alteration or upgrading of the Building required by the consents referred to in clause 12.2.1, including but not limited to smoke alarms, fire extinguishers and other building improvements, any such building alteration to be subject to the requirements of section 8 of this Lease.

12.2.3 The Lessee must have a safety management plan approved by a suitable independently qualified person, and provide a copy of this to the Lessor.

On no account may any person sleep in the building on more than one night in any period of seven days.

12.3 The Lessee acknowledges that the Leased Area is held and administered for community recreational use, but groups other than the Lessee are to be allowed to use the same on payment of reasonable fees when the Lessee is not exercising any right of exclusive occupation under this lease.

13. ACTS, REGULATIONS AND BY-LAWS

13.1 The Lessee must comply in all respects with all Acts, Regulations and By-laws including but not limited to the Resource Management Act 1991, the Building Act 1991, the Health and Safety in Employment Act 1992, the Fire Safety and Evacuation of Buildings Act 1992, the District

Plan, and any applicable regulations and by-laws so far as they relate to the Leased Area and the buildings and structures erected on it and the Lessee's use and occupation of it.

- 13.2 If a compliance schedule under section 44(1) of the Building Act 1991 has issued or during the term of this lease issues for any building on the Leased Area, the Lessee will be responsible (at its own cost) for supplying the annual warrant of fitness and obtaining any reports for that purpose under section 45 of that Act.

14. RESERVES ACT AND MANAGEMENT PLAN

- 14.1 The Lessee acknowledges that this Lease is granted subject to the Reserves Act 1977 and the Lessee must comply with that Act or any Act in substitution for that Act.
- 14.2 If so requested by the Lessor, the Lessee will assist the Lessor in the preparation of a management plan for the Reserve.

15. INSPECTION

- 15.1 Any person authorised by the Lessor may at all reasonable times enter on the Leased Area or any building on the Leased Area and view and inspect the same.
- 15.2 On receipt by the Lessee of a written notice from any officer of the Lessor of any defect apparent in the Leased Area or disrepair of any building or other improvement which requires the Lessee within a reasonable time, as specified in the notice, to remedy the defect or carry out repairs, the Lessee must with all reasonable speed remedy the defect and/or carry out the repairs.

16. INDEMNITY

The Lessee must not do or allow anything to be done on the Leased Area that may prejudice the Lessor in its tenure or control of the Reserve or which may make the Lessor liable to any action, claim, demand or proceedings, and the Lessee will indemnify the Lessor against any loss or damage arising out of any action, claim, demand or proceedings.

17. PUBLIC LIABILITY INSURANCE

The Lessee must take out and keep in full force and effect at all times a public liability insurance policy with an insurance company approved by the Lessor to indemnify the Lessor from all claims against damage to property for the minimum sum specified in the Reference Schedule or other sum as may be nominated from time to time by the Lessor.

18. BUILDINGS INSURANCE

The Lessee covenants with the Lessor:

- 18.1 to insure all buildings and improvements on the Leased Area which the Lessee owns, against physical damage or loss for any cause arising from any external cause;
- 18.2 that the insurance will be with a reputable insurer approved by the Lessor and will be in the joint names of the Lessee and the Lessor for their respective interests;
- 18.3 that the insurance will be for the full cost of reinstatement, including professional fees, fees payable for obtaining any planning consent or other consent that may be required for reinstatement, the cost of debris removal, demolition, site clearance and for any other works required by statute; and
- 18.4 to produce when requested by the Lessor a copy of a policy of insurance and not more than once in each year of the term to produce to the Lessor (if demanded) evidence that the insurance premium under policy has been paid.

19. RULES FOR MANAGEMENT OF LEASED AREA

The Lessee may make rules for the management and control of the Leased Area and for the conduct of persons using it as may be proper and necessary and not inconsistent with this Lease. Before coming into force the rules must be submitted and approved by the Lessor and if a dispute arises between the Lessee and the Lessor as to the appropriateness of any proposed rule then that dispute will be dealt with in accordance with the provisions relating to the resolution of disputes in this lease. All rules when approved and adopted must be posted on some conspicuous place within the Leased Area for the information and guidance of all persons entering on or using it.

20. LIQUOR LICENCES

- 20.1 The Lessee must not apply for a liquor licence in respect of the building on the Leased Area or any part of it without obtaining the prior written consent of the Lessor as landowner and administering body of the Reserve. The Lessor has a complete discretion, in this capacity:
 - 20.1.1 to refuse consent to any application for liquor licence on the Leased Area; or
 - 20.1.2 to require the Lessee to modify any part of the application, for example as to the days or times of the day for which the licence is sought, or the type of licence being sought.

20.2 The granting of any such liquor licence must be a secondary purpose of the Reserve and not the Primary purpose.

20.3 If the Lessee obtains a liquor licence, it is the Lessee's obligation to maintain a safe and responsible approach to the use of the Leased Area for that purpose. If there is a significant breach of that obligation, the Lessor may, without limiting its powers, warn the Lessee in writing that a second such breach will lead to the Lessor determining this lease. If there is a second significant breach, this will be treated as being a breach of an essential term of this lease entitling the Lessor to determine the lease immediately in accordance with section 21, without requiring the 30 days' notice referred to in that clause.

21. **DEFAULT**

If the Lessee fails to pay the rent or if the Lessee is in breach of any of the terms and conditions contained or implied in this lease which continues for the space of 30 days after written notice stating the nature of that breach has been given to the Lessee, it will be lawful for the Lessor to determine this lease and re-enter the Leased Area and this lease will then come to an end, although that determination will not cancel any existing liability of the Lessee.

22. **DISPUTE RESOLUTION**

22.1 Except where the Lessor has a discretion under any statutory provision or under any term of this lease (for example clauses 3.2 and 6.1 of this lease), if any dispute arises between the Lessor and the Lessee concerning this Lease or any matter arising from it, the parties will try in good faith to settle the matter by negotiation.

22.2 If the dispute cannot be settled by negotiation, then if requested by either party the dispute will be referred to an arbitrator appointed by the then President of the Auckland District Law Society.

22.3 The arbitration will be governed by the Arbitration Act 1996 and the arbitral award will be final and binding on the parties.

23. **IMPLIED PROVISIONS**

The covenants and provisions implied in leases by the Property Law Act 1952 and the Land Transfer Act 1952 where inconsistent with or contrary to the terms in this lease will not be implied in this lease and are expressly negated.

24. **COSTS**

The Lessor will pay the Lessee's reasonable legal costs and expenses in respect of the preparation and completion of this lease. The costs of any renewal or variation of this lease and all costs incurred by the Lessor in exercising any rights and remedies exercisable by reason of any default by the Lessee under this lease shall be met by the Lessee.

25. LAND TRANSFER TITLE

The Lessor will not be required to do any act or thing to enable this Lease to be registered and the Lessee will not register a caveat in respect of the Lessee's interest under this lease.

MAHURANGI WEST HALL

EXISTING FLOOR PLAN

FAXED
11-06

13/4/06

Attn: Mark Johansen

footprint for
lease.

Not to Scale.

kindest regards

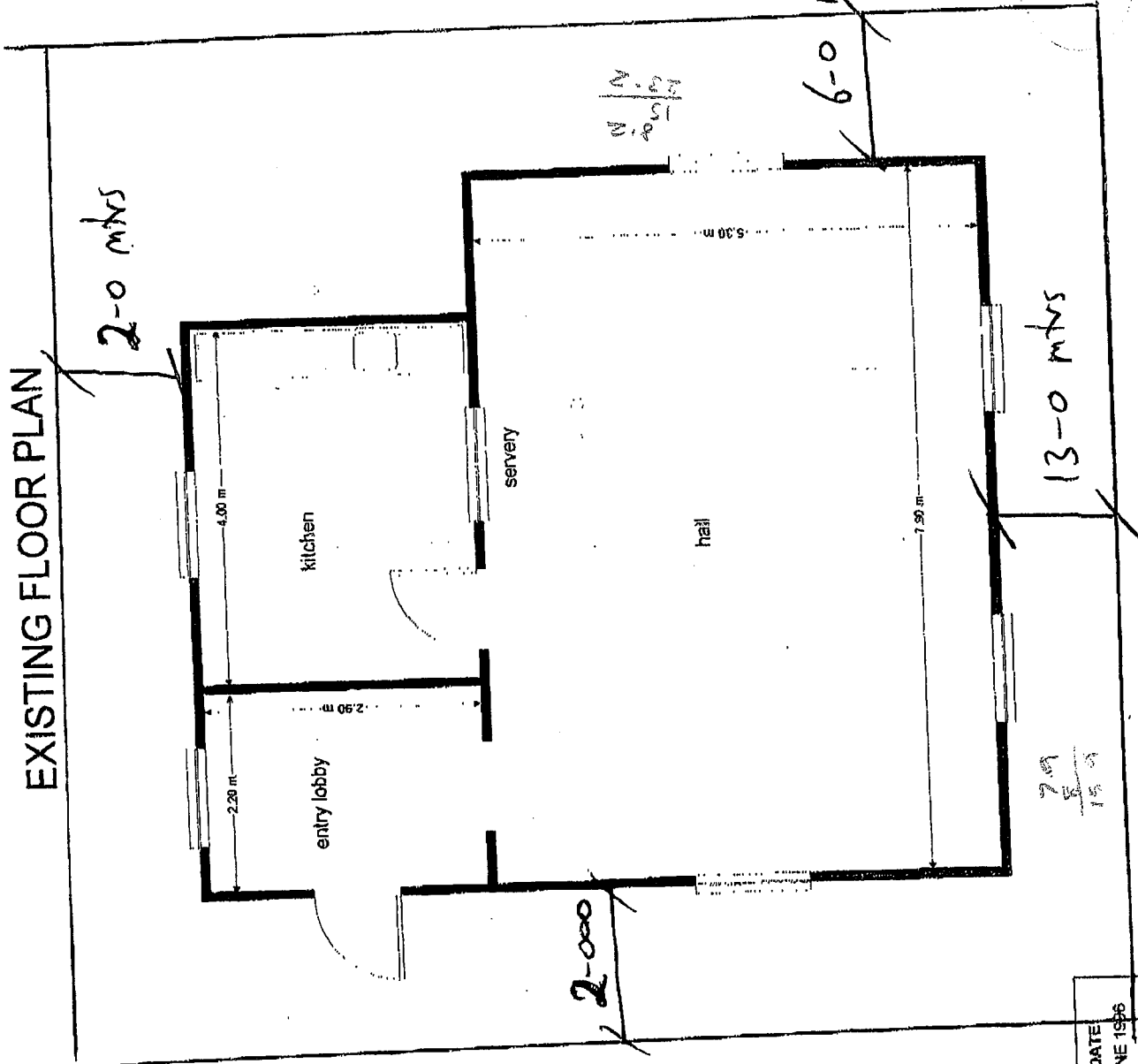
Mike

$$15.9 \times 23.2 = 368.88$$

OWN OWN OWN

8090
369
7726

13/4/06



7.5
15.9

SCALE 1:50
DRAWN BY M. OWSTON-DOYLE
DATE JUNE 1986

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