

Lawyers Collins Square, Tower Two Level 25, 727 Collins Street Melbourne VIC 3008 Australia

Telephone 61 3 9258 3555 Facsimile 61 3 9258 3666

info@maddocks.com.au www.maddocks.com.au

DX 259 Melbourne

Heads of Agreement - Chelsworth Park

Banyule City Council and

The Ivanhoe Grammar School ACN 004 083 247 and

Heads of Agreement

Dated

Parties

Name Banyule City Council

Address 1 Flintoff Street, Greensborough

Email Nicole.maslin@banyule.vic.gov.au

Contact Nicole Maslin

Short Council
name

Name The Ivanhoe Grammar School ACN 004 083 247

Address The Ridgeway, Ivanhoe

Email Leyton.MILES@ivanhoe.com.au

Contact Leyton Miles

Short IGS

name

Background

- A. Council owns the Land and has entered into the Existing Lease with IGS.
- B. The parties have agreed that, subject to conducting community consultation, and satisfaction of Council's statutory requirements and their respective internal governance processes, IGS will surrender the Existing Lease and enter into the Agreement for Lease with Council.
- C. The parties have entered into this Agreement to record their respective intentions and expectations in regard to the above transaction and to outline the process and documentation required for the transaction.

The parties agree

1. Definitions

In this Agreement:

Agreement means these heads of agreement.

Agreement for Lease means an agreement for the New Lease, which contains the key terms specified in Part A of the Terms Sheet and such other terms and conditions as are reasonably agreed between the parties.

Business Day means Monday to Friday excluding public holidays in Victoria.

Concept Plans means the plans for the new pavilions to be constructed by IGS on the Premises attached as Attachment 1 to Schedule 1 of this Agreement.

Confidential Information means any information relating to the past, present or future business of a party that comes to the knowledge of any other party and includes the existence and subject matter of this Agreement but does not include information in the public domain (unless in the public domain due to a breach of confidentiality by any person).

Deed of Surrender of Lease means a deed to be entered into between Council and IGS to give effect to the surrender of the Existing Lease, which Deed shall contain the key terms specified in Part B of the Terms Sheet and such other terms and conditions as are reasonable agreed between the parties

Existing Lease means the lease dated 23 March 2015 between Council as landlord and IGS as tenant in respect of the Premises.

Insolvency Event means, in relation to a person, any of the following:

- (a) the person, being an individual, commits an act of bankruptcy;
- (b) the person becomes insolvent;
- (c) the person assigns any of its property for the benefit of creditors or any class of them;
- (d) a receiver, receiver and manager, administrator, controller, provisional liquidator or liquidator is appointed to the person or the person enters into a scheme of arrangement with its creditors or is wound up;
- (e) if the person is an incorporated association under the *Associations Incorporation Reform Act 2012* (Vic), a statutory manager is appointed to the person;
- (f) the holder of a Security Interest takes any step towards taking possession of or takes possession of any assets of the person or exercises any power of sale.
- (g) a judgment or order is made against the person in an amount exceeding \$10,000 (or the equivalent in any other currency) and that judgment or order is not satisfied, quashed or stayed within 20 Business Days after being made;
- (h) any step is taken to do anything listed in the above paragraphs; and
- (i) any event that is analogous or has a substantially similar effect to any of the events specified in this definition in any jurisdiction.

Land means the land in certificates of title volume 5883 and folio 571 and volume 7926 folio 113 and known as Chelsworth Park, Ivanhoe.

Local Government Act means the Local Government Act 2020 (Vic).

Negotiation Period means the period of 3 months, commencing on the date of this Agreement (or such longer period agreed by the parties).

New Lease means a new lease between Council and IGS for the Premises, which contains the key terms specified in Part C of the Terms Sheet and such other terms and conditions as are reasonably agreed between the parties.

Premises means the premises described in the Premises Plan.

Premises Plan means the plans attached to the Existing Lease as Attachment D.

Project Documents means:

- (a) the Deed of Surrender of Lease;
- (b) the Agreement for Lease; and
- (c) the New Lease,

and any other supporting documentation reasonably required by Council in a form agreed by the parties.

Security Interest means:

- (a) any mortgage, pledge, lien, charge or other preferential right, trust arrangement, agreement or arrangement of any kind given or created by way of security, including a security interest (as defined in the *Personal Property Securities Act 2009*); and
- (b) any agreement to create or grant any arrangement described in paragraph (a).

Terms Sheets means the terms sheets for the Project Documents attached in Schedule 1.

2. Nature of Agreement

2.1 Intention of Parties

In consideration of the mutual promises made by the parties, the parties intend to be bound by the terms of this Agreement.

2.2 Period of Agreement

This Agreement shall be binding on the parties during the Negotiation Period, unless terminated earlier in accordance with the terms of this Agreement

3. Project Documents

3.1 Negotiation

During the Negotiation Period, Council and IGS agree to negotiate expeditiously and in good faith the terms and conditions of the Project Documents.

3.2 Terms and conditions

The Project Documents will contain the terms and conditions set out in the Terms Sheet and such other terms and conditions as are reasonably agreed between the parties.

3.3 Execution of Project Documents by IGS

If Council and IGS have reached agreement as to the terms and conditions of the Project Documents by the end of the Negotiation Period, Council will submit two copies of the Agreement for Lease to IGS for execution and, within 10 Business Days of receipt of such documents, IGS must execute the Agreement for Lease in duplicate and return both copies to Council.

3.4 No agreement

If, at the end of the Negotiation Period, Council and IGS have failed to reach agreement as to the terms and conditions of the Project Documents, either party may terminate this Agreement by written notice to the other party within 5 Business Days after the expiry of the Negotiation Period.

3.5 Council's exercise of statutory powers

- 3.5.1 Following execution of this Agreement, Council will comply with its obligations under s115 of the Local Government Act .
- 3.5.2 IGS acknowledges that Council will not make a decision whether or not to proceed with the Project Documents until it has complied with the statutory process described in clause 3.5.1.
- 3.5.3 If by the date which is 6 months after the date of this Agreement, Council has not resolved to proceed with the Project Documents, either party may terminate this Agreement by written notice to the other party at any time prior to Council resolving to proceed with the Project Documents and neither party shall have any action, right, claim or demand against the other.

3.6 Execution of Project Documents by Council.

- 3.6.1 If, following the statutory process described in clause 3.5.1, Council resolves to proceed with the Project Documents, Council will promptly execute the Agreement for Lease and return a fully executed part of the Agreement for Lease to IGS.
- 3.6.2 The Deed of Surrender of Lease and the New Lease will be held in escrow by Council until the commencement date of the Lease has been determined in accordance with the terms of the Agreement for Lease, following which: -
- 3.6.2.1 the surrender date will be inserted by Council in the Deed of Surrender of Lease and the Deed of Surrender of Lease will be forwarded to IGS for signing and return to Council for execution; and
- 3.6.2.2. the commencement date of the Lease will be inserted by Council and the Lease will be forwarded to IGS for signing, if not already signed by IGS, and return to Council for execution.

4. Default

This Agreement will terminate if:

- 4.1 any party suffers an Insolvency Event; or
- 4.2 a party does not remedy any default of this Agreement within 10 Business Days of receiving written notice from the other party.

5. Effect of Termination

If this Agreement is terminated under clause 3.4, 3.5.3 or 3.6, the rights and obligations of the parties will cease except for:

- 5.1 any rights or obligations accrued as a result of a default under this Agreement; and
- 5.2 any rights or obligations which are expressed to continue after termination of this Agreement.

6. No fettering of Council's powers

This Agreement does not in any way limit, fetter or restrict the power or discretion of Council in the exercise of its statutory rights, duties or powers under the *Planning and Environment Act* 1987, the Local Government Act 1989, the Local Government Act, the *Subdivisions Act* 1988 or the exercise of any other statutory right, power or duty that Council may lawfully exercise in respect of the Project set out in this Agreement.

7. No warranties

IGS acknowledges and declares that in entering this Agreement it does not rely on any representation or warranty of any nature made by or on behalf of Council.

8. Confidential Information

8.1 Duty not to disclose or misuse Confidential Information

- 8.1.1 Each party may disclose Confidential Information only:
- (a) for the purposes of performing its obligations under this Agreement;
- (b) as required by law; or
- (c) as permitted or required in writing by the other party.
- 8.1.2 The parties may only use Confidential Information to perform their obligations under this Agreement.

8.2 Preservation of Confidential Information

Each party must take whatever measures are reasonably necessary to prevent the disclosure or misuse of Confidential Information, including:

- 8.2.1 complying with all security measures established to safeguard Confidential Information from unauthorised access or use; and
- 8.2.2 keeping Confidential Information under the party's control.

8.3 Return or destruction of Confidential Information

A party must immediately on termination of this Agreement or on the other party's written request at any other time:

- 8.3.1 return to the other party Confidential Information provided to or obtained or accessed by the party under this Agreement; or
- 8.3.2 destroy Confidential Information so that it is incapable of being revived; and
- 8.3.3 provide a statutory declaration to the other party that all Confidential Information has been returned or destroyed in accordance with this clause.

9. GST

9.1 Definitions

In this clause:

- 9.1.1 words and expressions that are not defined in this Agreement but which have a defined meaning in the GST Law have the same meaning as in the GST Law;
- 9.1.2 GST Law has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act* 1999 (Cth).

9.2 GST Exclusive

Except as otherwise provided by this Agreement, all consideration payable under this Agreement in relation to any supply is exclusive of GST.

9.3 Increase in consideration

If GST is payable in respect of any supply made by a supplier under this Agreement (**GST Amount**), the recipient will pay to the supplier an amount equal to the GST payable on the supply.

9.4 Payment of GST

Subject to clause 9.5, the recipient will pay the GST Amount at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.

9.5 Tax Invoice

The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST Amount under clause 9.4.

9.6 Reimbursements

If this Agreement requires a party to reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:

- 9.6.1 the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party is entitled; and
- 9.6.2 if the payment or reimbursement is subject to GST, an amount equal to that GST.

9.7 Adjustment events

If an adjustment event occurs in relation to a taxable supply under this Agreement:

- 9.7.1 the supplier must provide an adjustment note to the recipient within 7 days of becoming aware of the adjustment; and
- 9.7.2 any payment necessary to give effect to the adjustment must be made within 7 days after the date of receipt of the adjustment note.

10. Assignment

A party must not:

- 10.1.1 sell, transfer, novate, delegate, assign, licence; or
- 10.1.2 mortgage, charge or otherwise encumber,

any right or obligation under this Agreement to any person.

11. Notices

11.1 Delivery of notice

- 11.1.1 A notice or other communication given to a party under this Agreement must be in writing and in English, and must be delivered to the party by:
 - (a) delivering it personally to the party;
 - (b) leaving it at the party's address set out in the notice details;
 - (c) posting it by prepaid post to the party at the party's address set out in the notice details; or
 - (d) email to the party's email address set out in the notice details.
- 11.1.2 If the person to be served is a company, the notice or other communication may be served at the company's registered office.

11.2 Notice details

- 11.2.1 The notice details of each party are set out on page 1 of this Agreement under the heading 'Parties' (or as notified by a party to the other parties according to this clause).
- 11.2.2 A party may change its notice details by giving notice to the other parties.

11.3 Time of service

- 11.3.1 A notice or other communication is taken to be delivered:
- (a) if delivered personally or left at the person's address, upon delivery;
- (b) if posted within Australia to an Australian address:
- (i) using express post, 2 Business Days after posting; and
- (ii) using any other prepaid post, 6 Business Days after posting; and

- (c) if delivered by email, at the time the email left the sender's email system, unless the sender receives notification that the email was not received by the recipient.
- 11.3.2 Despite clause 11.3.1, a notice or other communication which is received after 5.00pm or on a non-business day (each in the place of receipt), is taken to be delivered at 9.00am on the next business day in the place of receipt.

12. Governing law

This Agreement is governed by the law applying in Victoria and the parties submit to the exclusive jurisdiction of the courts of Victoria.

13. Interpretation

13.1 Words and headings

In this Agreement, unless expressed to the contrary:

- 13.1.1 words denoting the singular include the plural and vice versa;
- 13.1.2 the word 'includes' in any form is not a word of limitation;
- 13.1.3 where a word or phrase is defined, another part of speech or grammatical form of that word or phrase has a corresponding meaning;
- 13.1.4 headings and sub-headings are for ease of reference only and do not affect the interpretation of this Agreement; and
- 13.1.5 no rule of construction applies to the disadvantage of the party preparing this Agreement on the basis that it prepared or put forward this Agreement or any part of it.

13.2 Specific references

In this Agreement, unless expressed to the contrary, a reference to:

- 13.2.1 a gender includes all other genders;
- 13.2.2 any legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced and includes any subordinate legislation issued under it;
- 13.2.3 any document (such as a deed, agreement or other document) is to that document (or, if required by the context, to a part of it) as amended, novated, substituted or supplemented at any time;
- 13.2.4 writing includes writing in digital form;
- 13.2.5 'this Agreement' is to this Agreement as amended from time to time;
- 13.2.6 'A\$', '\$', 'AUD' or 'dollars' is a reference to Australian dollars;
- 13.2.7 a clause, schedule or attachment is a reference to a clause, schedule or attachment in or to this Agreement;

- 13.2.8 any property or assets of a person includes the legal and beneficial interest of that person of those assets or property, whether as owner, lessee or lessor, licensee or licensor, trustee or beneficiary or otherwise;
- 13.2.9 a person includes a firm, partnership, joint venture, association, corporation or other body corporate;
- 13.2.10 a person includes the legal personal representatives, successors and permitted assigns of that person, and in the case of a trustee, includes any substituted or additional trustee; and
- 13.2.11 any body (**Original Body**) which no longer exists or has been reconstituted, renamed, replaced or whose powers or functions have been removed or transferred to another body or agency, is a reference to the body which most closely serves the purposes or objects of the Original Body.

14. General

14.1 Variation

This Agreement may only be varied by a document executed by the parties.

14.2 Counterparts

This Agreement may be executed in counterparts, all of which taken together constitute one document.

14.3 Entire agreement and no reliance

This Agreement constitutes the entire agreement between the parties about the subject matter contained in it and supersedes and cancels any contract, deed, arrangement, related condition, collateral arrangement, condition, warranty, indemnity or representation relating to the subject matter contained in it, that was imposed, given or made by a party (or an agent of a party) prior to entering into this Agreement.

14.4 Liability

If a party consists of 2 or more people or entities, an obligation of that party binds each of them jointly and severally.

14.5 Severability

- 14.5.1 Any provision of this Agreement that is held to be illegal, invalid, void, voidable or unenforceable must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable.
- 14.5.2 If it is not possible to read down a provision as required by this clause, part or all of the clause of this Agreement that is unlawful or unenforceable will be severed from this Agreement and the remaining provisions continue in force.

14.6 Waiver

The failure of a party at any time to insist on performance of any provision of this Agreement is not a waiver of the party's right at any later time to insist on performance of that or any other provision of this Agreement.

14.7 Further assurance

Each party must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the Projects contemplated by this Agreement.

14.8 Survival and enforcement of indemnities

- 14.8.1 Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of this Agreement.
- 14.8.2 It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity conferred by this Agreement.

14.9 No merger

The warranties, undertakings, agreements and continuing obligations in this Agreement do not merge on completion of the Projects contemplated by this Agreement.

14.10 Business Day

If a payment or other act is required by this Agreement to be made or done on a day which is not a Business Day, the payment or act must be made or done on the next following Business Day.

14.11 Electronic execution

Each party consents to the signing of this Agreement by electronic means. The parties agree to be legally bound by this Agreement signed in this way.

Signing Page

Executed by the parties

Signed for and on behalf of Banyule City Counci Allison Beckwith, Chief Executive Officer, in exerci of a power delegated by an Instrument of Delegati dated7/2/2023	ise)
Executed by The Ivanhoe Grammar School in accordance with section 127(1) of the Corporation Act 2001:	s } ley/thire
Signature of Director	Signature of Company Secretary
Gerard Foley Print full name	Leyton Miles Print full name

Schedule 1 Terms Sheet for Agreement for Lease

TERMS SHEET - AGREEMENT FOR LEASE (AFL) AND LEASE - CHELSWORTH PARK, IVANHOE		
Part A - AFL		
1.	Landlord	Banyule City Council of 1 Flintoff Street, Greensborough (Council).
2.	Tenant	The Ivanhoe Grammar School ACN 004 083 247 of The Ridgeway, Ivanhoe (Tenant).
3.	Land	The land contained in certificates of title volume 5883 folio 571 and volume 7926 folio 113 and known as Chelsworth Park, Ivanhoe (Land).
4.	Premises	That part of the Land delineated in the Premises Plan.
5.	Commencement of AFL	The date of execution of the AFL.
6.	Conditions subsequent	6.1 The Tenant shall lodge an application for a planning permit for a development consistent with the Concept Plans within 3 months of the date on which the Landlord confirms the condition set out in clause 3.5.1 has been satisfied and that the Landlord has resolved to proceed with the Project Documents.
		6.2 The grant of the Lease to the Tenant is conditional on the Tenant obtaining the planning permit described in clause 6.1 by a date not later than 18 months from the date of lodgement of its application for a planning permit (Planning Approval Date);
		6.3 If the Tenant is unable to obtain a planning permit in accordance with clause 6.2 by the Planning Approval Date, either party may terminate this AFL;
		6.4 Upon the Tenant obtaining a planning permit in accordance with clause 6.2, the Lease will commence the following day.
David David		
	ender of Existing Le	
7.	Surrender Date	The day following the grant of a planning permit in accordance with clause 6.1.
8.	Mutual Release	From the Surrender Date, each party will release the other party from any future liability in respect of the Existing Lease, but reserves their respective rights under the Existing Lease in respect of any loss, claim or action arising prior to the Surrender Date.
Part C – New	Lease	
9.	Lease Commencement Date	The day following the grant of a planning permit in accordance with clause 6.1.
10.	Term	30 years from the lease commencement date.
11.	Further Terms	2 further terms of 5 years each

12.	Rent	\$12,000 per annum plus GST (subject to annual rent review), payable annually in advance on the Lease Commencement Date and every anniversary thereof including during the Further Terms.
13.	Rent Review	4% per annum on each anniversary of the lease commencement date
14.	Security	Not applicable
15.	Permitted Use	Sport, recreation and associated ancillary uses
16.	Construction Obligations	16.1 Cost of Works – Council and the Tenant will agree a minimum price for the cost of the proposed works within 3 months of the Lease Commencement Date, failing which, either party may terminate the Lease.
		The Tenant will be solely responsible for all design and construction costs of the proposed works.
		16.2 Design of Works – The Tenant is responsible for developing the plans and specifications for the proposed works in accordance with the endorsed plans attached to the Planning Approval obtained by the Tenant.
		16.3 Carrying out of Works – The Tenant must:
		16.3.1 Obtain all necessary approvals to carry out the works;
		16.3.2 Enter into a building contract with a reputable builder approved by Council;
		16.3.3 Ensure that the works are substantially commenced within 12 months of the Commencement Date of the Lease;
		16.3.4 Ensure that the works are practically completed (as defined in paragraph 13.6) no later than 18 months from substantial commencement; and
		16.3.5 Ensure that the builder has effected all insurances in respect of the works required by Council and indemnity Council in respect of any loss or damage incurred by Council in respect of the proposed works.

		 16.4 Project Control Group – Council and the Tenant will establish a Project Control Group comprising at least one representative of each party and chaired by a Council representative to oversee the works on behalf of both parties. 16.5 Delay in Works – If the Tenant notified Council that it has been
		subject to a Delay Event outside the reasonable control of the Tenant, Council may consider extending the periods for substantial commencement of practical completion respectively (as described in paragraph 13.3.3 and 13.3.4 in this Agreement) by a period commensurate with the extent of the Delay Event.
		16.6 Practical Completion – the works shall be practically complete upon:
		16.6.1 The issue of any required occupancy permit or certificate of final inspection pursuant to the <i>Building Act 1993</i> ; and
		16.6.2 The parties agreeing in writing that the works have been completed subject to minor defects and omissions.
17.	Payments by the Tenant	As per the existing Lease, except that clause 4.2 shall be deleted.
18.	Outgoings and services	The Tenant must pay all outgoings including (but not limited to) rates, taxes and duties levied or assessed in respect of the Premises.
		The Tenant must pay for all services supplied to the Premises.
19.	Insurances	During the term the Tenant must maintain public liability insurance for a sum not less than \$20 million per single event with an insurer reasonably acceptable to the Council and which notes the interest of Council as landlord.
		Council is responsible for insuring the Premises.
20.	Maintenance and repair	The parties agree that their respective maintenance and repair obligations are to be set out in a Schedule agreed between the parties.
21.	Alterations	The Tenant must not make any alterations to the Premises without Council's consent, which may be withheld at Council's absolute discretion.
22.	General obligations concerning the Premises	As per existing Lease
23.	Release and Indemnity	As per existing Lease

24.	Assignment, subletting etc	The Tenant must not assign or sublease its interest in the Lease, either in whole or in part, without the prior written consent of Council, which may be withheld at Council's absolute discretion or granted upon conditions prescribed by Council.
25.	Obligations at	At the end of the Term the Tenant must:
	expiry of lease	25.1 provide vacant possession of the Premises in a condition consistent with the Tenant having complied with its obligations under the Lease; and
		25.2 if required by Council, remove the Tenant's Property from the Premises and make good any damage.
26.	Gaming	The Tenant must not apply for or hold any licence under the Gambling Regulation Act 2003 (Vic).
27.	Retail Leases Act 2003	The Retail Leases Act 2003 (Vic) (RLA) does not apply to the Lease under the Determination made by the Minister for Small Business under s 5(1)(e) of the RLA and published in the Victorian Government Gazette No.S184 on 23 August 2004.
28.	Termination	As per existing Lease
29.	Destruction or Damage of Premises	As per existing Lease
30.	Asbestos	As per existing Lease
31.	Chelsworth Park Reference Group	The parties agree to participate in a review of the role, purpose and membership of the Chelsworth Park Reference Group with a view to Council establishing this group as an advisory committee to Council.
32.	Public access to Chelsworth Park	The Tenant acknowledges and agrees that public access to Chelsworth Park (other than the new pavilions to be constructed by IGS) must be maintained at all times during the Term and Further Terms and that IGS will not erect any fences or other obstructions on or around the Premises to prevent such public access.
33.	Dispute Resolution	As per existing Lease
34.	General/ Interpretation	As per existing Lease
35.	Attachment A - Special Conditions	As per existing Lease, except: • Special Condition 1.8.2 (Payment to Council of 50% of money received from users of premise and annual contribution to "sinking fund") will be deleted
36.	Attachment B – Reporting Structures and KPI's	As per existing Lease

37.	Attachment C – Capital Works and Improvements Schedule	To be replaced by a schedule to be agreed between the parties, provided that: • IGS's obligation to install a fourth tennis court and multi-court shall be deleted; • the 'Tennis Courts' table shall be deleted; • the 'Signage' table shall be deleted; and • the 'Pavillions' table shall be amended to reflect the works described in the planning permit
38.	Attachment D – Premises Plan	As per Existing Lease.
39.	Attachment E – Maintenance Schedule	To be replaced by a schedule to be agreed between the parties.
40.	Attachment F – Horticulture and Technical Services	As per Existing Lease
41.	Attachment G – Storm Water Use Guide	As per Existing Lease
42.	Attachment H – Storm Water Maintenance Schedule	As per Existing Lease
43.	Attachment I – Ground Allocations	As per Existing Lease (TBC)

Attachment 1 Concept Plans



Chelsworth Park Pavilions - Draft Plans 2023/2024

Irvine Road, Ivanhoe





Development of two accessible & inclusive fit for purpose sports perillions to support club, community, and school use for future generations.

Title Page & Sheet List

MSILdowie Partners

1 3 9006 CRCD Laver 2, 105 Fillinders Lave Introduce Street CRC But Medicante Vis 2000 Ivanhoe Grammar School

Chelsworth Park
Irvine Road, Ivanhoe

TP000

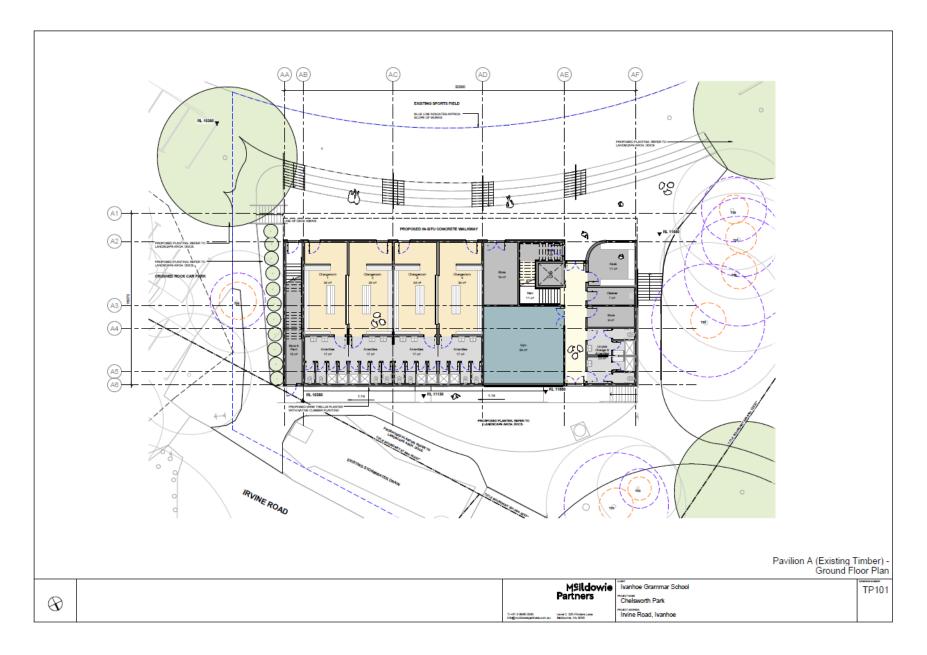




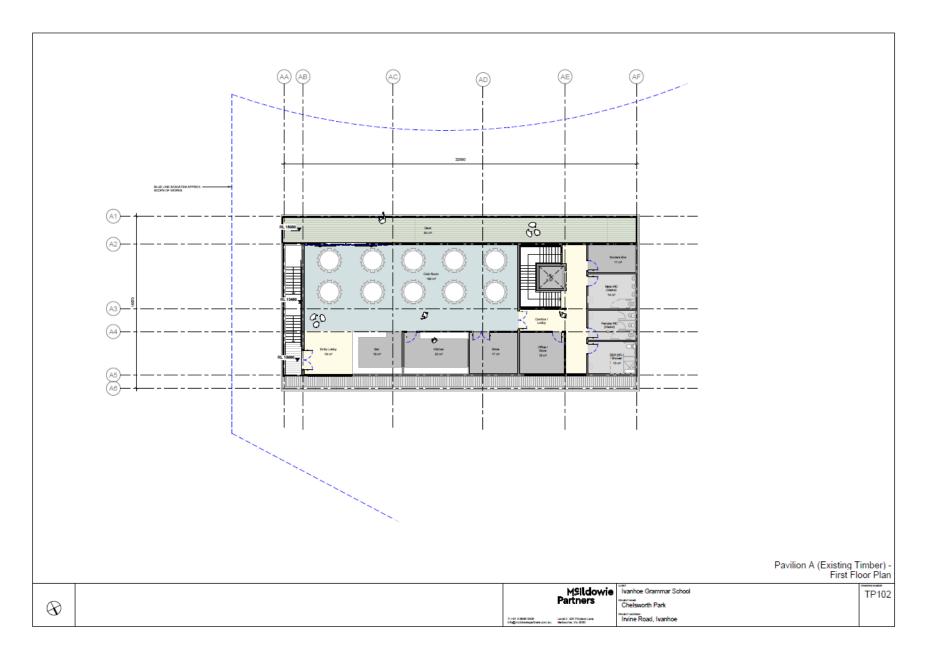




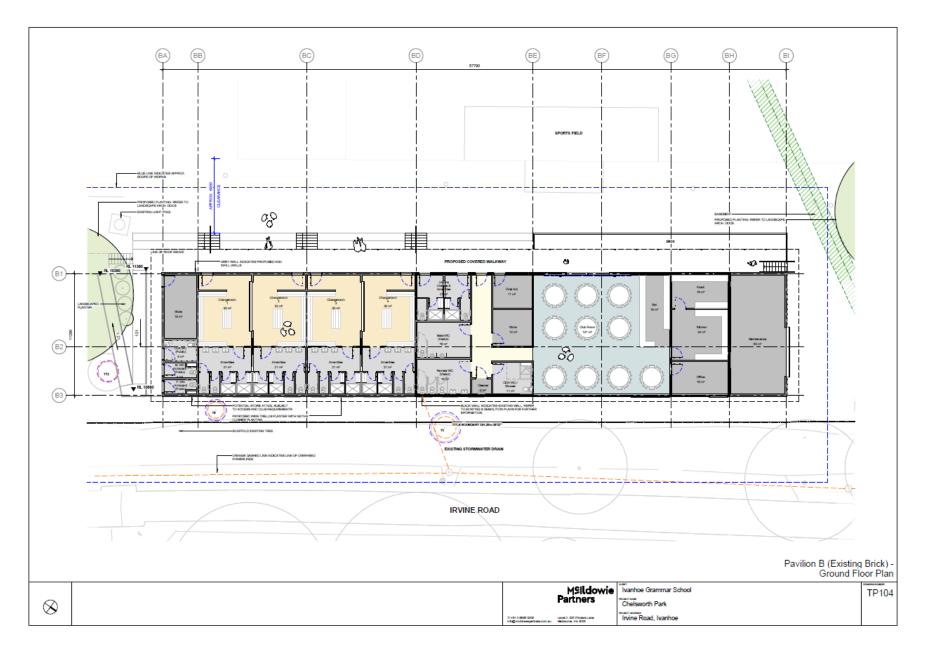
















[8588078:41777463_2]





[8588078:41777463_2]