Dated 31 October 2002

NEXUS BONDS™

2007 Nexus Yield Bond Trust Deed

Nexus Bonds Limited

Permanent Nominees (Aust.) Ltd.

Mallesons Stephen Jaques

Level 60
Governor Phillip Tower
1 Farrer Place
Sydney NSW 2000
T+61 2 9296 2000
F+61 2 9296 3999
Email syd@mallesons.com
DX 113 Sydney
Ref: JL:SLF:GNH

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2007 Nexus Yield Bond Trust Deed

Date:

31 October 2002

Parties:

NEXUS BONDS LIMITED (ACN 101 744 389) a company

incorporated under the Corporations Act and registered in New South Wales and having its registered office at Level 18, Grosvenor Place,

225 George Street, Sydney, NSW 2000

PERMANENT NOMINEES (AUST.) LTD (ACN 000 154 441) a company incorporated under the Corporations Act having an office at

35 Clarence Street, Sydney, NSW 2000

Recitals:

- A. The Master Trust Deed makes provision for the establishment of the Bond Trust pursuant to this Bond Trust Deed.
- B. The Company may issue a Series of Bonds in accordance with this Bond Trust Deed, acquire Authorised Investments in respect of that Series and enter into Hedge Agreements in respect of that Series.

Operative provisions:

Interpretation

Definitions

1.1 In this deed, unless the contrary intention appears:

Authorised Investments means:

- (a) cash;
- (b) the Series Sub-account; and
- (c) the Deposit Account.

Bond Trust means the 2007 Nexus Yield Bond Trust constituted by this deed.

Business Day means a day on which commercial banks and foreign exchange markets are generally open to settle payments in Sydney.

Cash Settlement Amount has the meaning it has for the purposes of the Portfolio Agreement.

Clearing System means the Clearing House Electronic Subregister System (CHESS) operated by ASX Settlement and Transfer Corporation Pty Limited (ABN 49 008 504 532).

Deposit Account has the meaning given to it in the Deposit Deed.

Deposit Bank means Deutsche Bank AG, Sydney Branch (ABN 13 064 165 062).

Deposit Deed means the deed named "2007 Nexus Yield Bond Deposit Deed" to be entered into between the Company and the Deposit Bank on or about the date of this deed.

Distribution Deed means the deed named "2007 Nexus Yield Bond Distribution Deed" between the Company and Deutsche Bank AG, Sydney Branch (ABN 13 064 165 062) dated on or about this date of this deed.

Early Redemption Date means the "Termination Date" (as defined in the Portfolio Agreement) following the delivery of an Early Redemption Notice.

Early Redemption Event means if, following:

- (a) any change in;
- (b) the making of;
- (c) any change in the interpretation of; or
- (d) any change in compliance with,

any law, official directive or request (including, without limitation, with respect to taxation, reserve, liquidity, capital adequacy, special deposit or similar requirements), the Company receives an opinion from an independent expert to the effect that the return to the Company is, or will be, reduced such that it affects the ability of the Company to meet its payment obligations to the Hedge Counterparty or Bondholders.

Early Redemption Notice means a notice given by the Company to the Hedge Counterparty, the Bond Trustee and the Registrar following the occurrence of an Early Redemption Event under clause 8.1.

Interest Payment Date means the date which is 6 months after the Issue Date and each consecutive 6 monthly date thereafter, the last being the date which is 5 years after the Issue Date.

Interest Period means each period determined in accordance with clauses 7.3 and 7.4.

Interest Rate means 10.25% per annum.

Issue Date means the date that the Bonds are issued.

Issue Price means \$100.

Master Trust Deed means the deed entitled "Master Trust Deed" between the parties to this deed and Deutsche Bank AG dated 29 October 2002.

Maturity Date means the date which is 5 years after the Issue Date provided that if, on that date, a Reduction Date may still occur under

the terms of the Portfolio Agreement then the Maturity Date will be the latest Reduction Date.

Maximum Application Amount means \$100,000,000.

Minimum Application Amount means \$50,000,000.

Portfolio Agreement means the credit derivative transaction to be entered into between the Company and the Hedge Counterparty, the confirmation of which specifies it is entered into in respect of the Series.

Principal Amount means, in respect of a Bond, \$100 as reduced from time to time under clause 9.1.

Record Date means in respect of a payment to be made under the Bonds, the date which is 7 calendar days before the due date.

Redemption Date means the earlier of:

- (a) the Maturity Date;
- (b) the Early Redemption Date; or
- (c) the Reduction Date referred to in clause 9.2.

Reduction Amount means a Cash Settlement Amount payable by the Company under the Portfolio Agreement.

Reduction Date means a date that a Company must pay a Cash Settlement Amount under the Portfolio Agreement.

Registrar means Computershare Investor Services Pty Ltd (ABN 48 078 279 277).

Repayment Amount means, in respect of a Bond on a particular date, the Principal Amount on that date plus any interest which has accrued under clause 7 on that date but which has not been paid.

Series means the 2007 Nexus Yield Bond Series of Bonds to be issued under, and subject to, this deed.

Incorporation of definitions from Master Trust Deed

1.2 Capitalised terms not defined in this deed have the meaning given to them in the Master Trust Deed (in respect of the Series where applicable).

Incorporation of interpretation provisions from Master Trust Deed

1.3 The provisions of clauses 1.3 to 1.7 of the Master Trust Deed are incorporated into this deed as if those clauses were set out here in full.

Acknowledgements

1.4 The parties acknowledge and agree, and each Bondholder is taken to have acknowledged and agreed, that:

- each of the Deposit Deed, the Distribution Deed and the Trade Mark and Website Agreement between Deutsche Bank AG, Sydney Branch and the Company is a Transaction Document in respect of the Series;
- (b) the Deposit Bank is a Secured Creditor and a person referred to in clause 20.3(c)(ii) of the Master Trust Deed in respect of the Series;
- (c) the Company is bound by the terms of the Deposit Deed and the balance of the Deposit Account is to be applied in accordance with the Deposit Deed (including, without limitation, in accordance with the set-off rights of the Deposit Bank):
- (d) the Portfolio Agreement is a Hedge Agreement in respect of the Series;
- (e) the Company is bound by the terms of the Portfolio Agreement;
- (f) the Registrar is the "Registrar" under the Master Trust Deed for the Series;
- (g) Bonds which are "CHESS Approved Securities" under the rules and regulations of the Clearing System are subject to those rules and regulations;
- (h) without limiting (c), for the purposes of clause 8.8 of the Master Trust Deed, the consent of the Security Trustee or Custodian in respect of the Series must be in writing;
- (i) the Operating Agent's obligations are limited to those specified in the Services Deed; and
- (i) it is bound by the Master Trust Deed.

Security Trustee

1.5 Permanent Nominees (Aust.) Ltd provides the acknowledgement in clause 1.4 in its capacity as Bond Trustee (on behalf of itself and all of the Bondholders) and as Security Trustee (on behalf of itself and all of the Secured Creditors).

Calculation

1.6 Calculations and determination of interest, Repayment Amounts, the Redemption Date and other amounts, rates and dates under this deed are to be made by the Company and its determination is final and binding on the parties and Bondholders, in the absence of manifest error.

2 Creation of Bond Trust

Constitution of Bond Trust

2.1 The Bond Trust is constituted on the execution of this deed by the Company and the Bond Trustee.

Declaration of Bond Trust

- 2.2 The Bond Trustee is appointed as trustee to hold:
 - (a) the right to enforce the Company's duty to repay under the Bonds;
 - (b) the right to enforce the Company's obligation to pay all other amounts payable under the Bonds;
 - (c) any amounts it receives for the Bondholders under the Transaction Documents;
 - (d) any rights which it acquires under the security arrangements granted by the Company to the Security Trustee under the Master Trust Deed which are in respect of amounts owing under the Bonds; and
 - (e) the right to enforce any other duties or obligations that the Company has under:
 - (i) the Bonds; or
 - (ii) this deed;
 - (iii) the other Transaction Documents of the Series; or
 - (iv) Chapter 2L of the Corporations Act,

for the Bondholders.

Name of Bond Trust

2.3 The trust established under clause 2.1 will be known as the "2007 Nexus Yield Bond Trust".

Commencement and termination of Bond Trust

2.4 The Bond Trust commences on the date of this deed and unless determined earlier ends on the 80th anniversary of the date of this deed.

3 Bond Trust Deed

Bond Trust Deed

- 3.1 This deed:
 - (a) is the trust deed for the Bond Trust; and
 - (b) is the trust deed in respect of the Bonds referred to in section 283AB of the Corporations Act.

Incorporation by reference

- 3.2 The following provisions of the Master Trust Deed are incorporated by reference into this deed as if they were set out in here in full:
 - (a) Clause 3 (Issuance of Bonds);
 - (b) Clause 4 (Register of Bonds);
 - (c) Clause 5 (Transfers of Bonds);
 - (d) Clause 6 (Payments under Bonds);
 - (e) Clause 11 (Statutory Obligations of the Company);
 - (f) Clause 12 (Statutory duty to call meetings);
 - (g) Clause 13 (Rights and obligations of the Trustees);
 - (h) Clause 14 (Statutory obligations of Bond Trustee);
 - (i) Clause 18 (Removal and Resignation of a Trustee)
 - (i) Clause 19 (Fees, indemnities and expenses);
 - (k) Clause 21 (Limited recourse and limitation of liability);
 - (l) Clause 22 (Notices);
 - (m) Clause 23 (Amendment to Transaction Documents); and
 - (n) Clause 24 (Miscellaneous).

These provisions are to be construed as applying in this deed only in respect of the Series and (where applicable to either Trustee) the Bond Trustee. If there is any inconsistency between these provisions and other provisions of this deed, the provisions of this deed prevail to the extent of any inconsistency.

Custody of this deed

3.3 The Bond Trustee will hold its counterparts of this deed in safe custody for itself and the Bondholders.

4 The Bonds

Constitution

- 4.1 The Bonds are secured limited recourse debt obligations of the Company constituted by this deed, subject to the Master Trust Deed and take the form of entries in the Register.
- 4.2 Entries in the Register constitute separate and individual acknowledgements to the Bondholders of the indebtedness of the Company.

Ranking of Bonds

4.3 The Bonds rank *pari passu* without any preference amongst themselves.

Unsecured Bonds

4.4 The Bonds are "unsecured notes" for the purposes of section 283BH of the Corporations Act. This does not limit the rights of the Bond Trustee as a Secured Creditor in respect of the Series under the Master Trust Deed.

Conditions

- 4.5 The Bonds are issued on, and subject to:
 - (a) the provisions of this deed; and
 - (b) the terms of the Master Trust Deed.

The obligations of the Company in respect of the Bonds are only enforceable in accordance with this deed and the Master Trust Deed.

Undertaking to pay

- 4.6 Without limiting the provisions of the Master Trust Deed, in respect of each Bond the Company undertakes with:
 - (a) the relevant Bondholder; and
 - (b) the Bond Trustee,

to pay the amounts due and payable in respect of that Bond in accordance with this deed and the Master Trust Deed.

The payment of an amount due under a Bond to either the Bondholder or the Bond Trustee discharges the obligation of the Company to pay that amount under the Bond to each of the Bondholder and the Bond Trustee.

Bond Holders bound

- 4.7 Each Bondholder is bound by (and the Bonds are issued on the condition that each Bondholder is taken to have notice of and is bound by) this deed and the Master Trust Deed. This also applies to any person claiming through or under a Bondholder.
- 4.8 It is a fundamental condition of receiving any of the rights or benefits under a Bond that a Bondholder undertakes to perform all of the obligations and comply with all restrictions and limitations applicable to it under this deed and the Master Trust Deed in respect of the Bond.

Issue price of Bonds

4.9 The issue price of each Bond is equal to the Issue Price. Each Bond must be paid for in full on its issue.

Minimum application and multiples

4.10 The minimum number of Bonds that may be applied for by an applicant is 100. Applications for a larger number of Bonds must be in

multiples of 10 Bonds. The number of Bonds issued to an applicant may be less than 100.

Meetings of Bondholders

4.11 Meetings of Bondholders are to be conducted in accordance with, and have the powers set out in, the Master Trust Deed.

Non-resident Bondholder

4.12

- Where Bonds are held by or on behalf of a person resident outside Australia, then, despite any other provision of this deed, it is a condition precedent to any right of a Bondholder to receive:
 - (a) repayment of its Bonds; or
 - (b) payment of any interest on its Bonds,

whether from the Company or the Bond Trustee, that all necessary authorisations (if any) and any statutory requirements which may then be in existence are, at the cost of the Bondholder, first obtained and/or satisfied, as the case may be.

Amount due under the Bonds

4.13 The parties acknowledge, and each Bondholder is taken to have acknowledged, that the only amounts deposited or lent in respect of the Bonds which can become due are the amounts payable under this deed and the Master Trust Deed.

5 Events of Default

Declaration by Bond Trustee

- If an Event of Default occurs in respect of the Series the Bond Trustee must call a meeting of the Bondholders in accordance with the Meetings Provisions as soon as is reasonably practicable and:
 - (a) the Bond Trustee may; and
 - (b) if directed by Bondholders pursuant to an Extraordinary Resolution, the Bond Trustee must,

by notice to the Company declare the Repayment Amount of each Bond on the date of the declaration to be immediately due and payable, provided that the Event of Default is subsisting at that time. No Bondholder has the right to make such a declaration.

No further action

5.2 The making of the declaration under clause 5.1 gives immediate effect to its provisions. However, it does not entitle either the Bond Trustee or any Bondholder to take any further action against the Company except as permitted under this deed and the Master Trust Deed.

Subject to Master Trust Deed

5.3 The Master Trust Deed sets out the further consequences of the occurrence of an Event of Default. The Bondholders are bound by

these provisions and are not entitled to take separate action against any of the parties on the occurrence of an Event of Default.

Discharge by payment under Master Trust Deed

5.4 Following the occurrence of an Event of Default in respect of the Series, the payment by the Security Trustee of the amount available to make payments under the Bonds under clause 20 of the Master Trust Deed in accordance with the terms of the Master Trust Deed discharges and satisfies in full the obligations of the Company under the Bonds.

6 Authorised Investments and Hedge Agreements

Open Deposit Account

6.1 The Company agrees to open the Deposit Account.

Deposit into Deposit Account

On or about the Issue Date, the Company agrees to deposit into the Deposit Account an amount equal to the aggregate Principal Amount of the Bonds on the Issue Date.

Entry into Portfolio Agreement

6.3 The Company agrees to enter into the Portfolio Agreement.

Limitation on responsibility of Deutsche Bank AG

- 6.4 The parties acknowledges, and each Bondholder is taken to have acknowledged, that Deutsche Bank AG is not liable for any loss or liability in connection with:
 - (a) the credit performance or market value of any asset or obligation in connection with the Portfolio Agreement;
 - (b) the occurrence of an Early Redemption Date or a Reduction Date; or
 - (c) an Event of Default, except to the extent that such loss or liability is caused by Deutsche Bank's negligence, fraud or gross or wilful breach of its obligations under the Transaction Documents.

7 Interest

Interest

7.1 In respect of each Bond, the Company agrees to pay interest on its Principal Amount at the Interest Rate in accordance with this deed and the Master Trust Deed.

Calculation

7.2 Interest:

(a) is payable on each Interest Payment Date and on the Redemption Date;

- (b) accrues daily from and including the first day of an Interest Period to but excluding the last day of an Interest Period;
- (c) is calculated on the Principal Amount as at the first day of the relevant Interest Period; and
- (d) is calculated on actual days elapsed and a year of 365 days.

Beginning of Interest Periods

7.3 The first Interest Period commences on the Issue Date. Each subsequent Interest Period commences on the day that the previous Interest Period ends.

End of Interest Periods

- 7.4 Once commenced, an Interest Period ends on (and includes) the earlier of:
 - (a) the next Interest Payment Date (unless the Interest Payment Date is also the Redemption Date, in which case (c) applies);
 - (b) the next Reduction Date; or
 - (c) the Redemption Date.

If the Interest Period ends on the Redemption Date then that Interest Period is the final Interest Period and no more interest is payable on the Bonds (except under clause 7.8, if applicable).

Periods ending on a Reduction Date

7.5 If an Interest Period ends because of the occurrence of a Reduction Date (which date is not also an Interest Payment Date), then the amount of interest paid on the next Interest Payment Date will be the sum of the amounts of interest calculated for each of the two or more Interest Periods which have commenced on or after the previous Interest Payment Date (or the Issue Date in the case of the first Interest Payment Date).

Withholding tax

- 7.6 If a law requires the Company to deduct an amount in respect of Taxes from a payment under this deed or any Bond such that the Bondholder or the Bond Trustee would not actually receive on the due date the full amount provided for under this deed or any Bond, then the Company agrees to:
 - (a) deduct the amount for the Taxes; and
 - (b) pay the amount deducted to the relevant authority in accordance with applicable law.

No gross-up

7.7 The Company is not obliged to pay an amount to Bondholders or the Bond Trustee so as to result in them receiving a total amount equal to the amount they would have received but for the deduction described above.

Default interest

- 7.8 The Company will pay default interest in respect of the Bonds:
 - (a) at the Interest Rate in relation to each amount due and payable but unpaid by it under the Bonds; and
 - (b) from but excluding the due date for payment to and including the date on which the amount is paid in full,

but only when, and to the extent that, the Company receives default interest on amounts due and payable but unpaid under the Deposit Account or the Portfolio Agreement.

8 Early Redemption Event

Early Redemption Notice

8.1 If the Company becomes aware of an Early Redemption Event, it must deliver a notice briefly describing the Early Redemption Event to the Hedge Counterparty, the Bond Trustee and the Registrar within 5 Business Days.

Redemption

- 8.2 On the Early Redemption Date, the Company must redeem all of the Bonds by payment, in respect of each Bond, of the Repayment Amount of the Bond on the Early Redemption Date in accordance with this deed and the Master Trust Deed.
- 8.3 The making of the payment under clause 8.2 in respect of a Bond:
 - (a) redeems that Bond in full; and
 - (b) discharges the obligations of the Company in respect of that Bond,

whether or not the Repayment Amount on the Early Redemption Date is less than the Issue Price.

9 Effect of Reduction Dates

Reduction in Principal Amount

9.1 On each Reduction Date, the Principal Amount of each Bond is reduced by the Bond's pro-rata share of the Reduction Amount payable by the Company on that Reduction Date under the Portfolio Agreement.

Redemption at zero Principal Amount

9.2 If the reduction in clause 9.1 would cause the Principal Amount of a Bond to be reduced to zero or less than zero then, on payment of any interest which has accrued on the Bonds under clause 7 as at the relevant Reduction Date the Bond is taken to have been redeemed in full and the Company's obligations in respect of the Bond are discharged.

10 Repayment

- 10.1 In respect of each Bond, the Company agrees to repay as a debt the Repayment Amount of the Bond on the Maturity Date in accordance with this deed and the Master Trust Deed unless the Bond has been previously redeemed.
- 10.2 The making of the payment under clause 10.1 in respect of a Bond:
 - (a) redeems that Bond in full; and
 - (b) discharges the obligations of the Company in respect of that Bond,

whether or not the Repayment Amount on the Maturity Date is less than the Issue Price.

11 Limitations in connection with Bonds

Time limit on claims under Bonds

11.1 A claim against the Company for a payment under the Bonds is void unless such claim is made within 5 years of the due date or, if later, the date on which the payment is fully provided for by the Company making payment to the Registrar in accordance with the Master Trust Deed.

Limit on Bondholders' rights

- In accordance with clause 2.2, all of the rights against the Company in connection with the Bonds are held by the Bond Trustee for the Bondholders. Accordingly, no Bondholder is entitled to directly enforce any rights, powers or remedies in connection with the Bonds (whether under this deed or the Master Trust Deed) directly against the Company.
- Trustee under and in respect of the Bond Trustee and the Security Trustee under and in respect of the Master Trust Deed and this deed are exercisable and enforceable by the Bond Trustee and the Security Trustee (respectively) only. No Bondholder may exercise any of them (whether in its own name, a Trustee's name or a Receiver's name).

Limited Recourse in respect of Bonds

11.4 Each Bondholder and each party is bound by the Master Trust Deed.
Notwithstanding any of the other provisions of the other Transaction

Documents, the Bond Trustee and each Bondholder is taken to have acknowledged and agreed that:

- (a) the maximum liability of the Company in connection with the Bonds is limited to the nominal amount of that liability ("Nominal Amount");
- (b) if the actual amount recovered and available (if any) for distribution to the Bond Trustee or the Bondholders in accordance with clause 21 of the Master Trust Deed in respect of the Series ("Available Amount") is less than the Nominal Amount, the payment of the Available Amount constitutes a complete discharge of the Company's liability to the Bond Trustee and each Bondholder in connection with the Bonds; and
- (c) neither the Bond Trustee nor any Bondholder has any further claim or entitlement to be paid the difference between the Available Amount and the Nominal Amount.

The Bond Trustee and each Bondholder waives all claims it may have against the Company under, or in connection with, the Bonds in respect of which the Company is discharged under this clause.

- None of the Bondholders nor the Bond Trustee (or any person entitled to be subrogated to the rights of any of them) shall:
 - (a) apply for a judgment or take any proceedings for the obtaining of a judgment for the payment of money or damages by the Company;
 - (b) apply to wind up or take any proceedings for the winding up of the Company;
 - (c) levy or enforce any distress or other execution or take any proceedings for the levying of or enforcement of any distress or other execution upon or against any property of the Company;
 - (d) appoint a receiver or apply to have a receiver or an administrator appointed by any court or to take any proceedings for the appointment of a receiver by a court to any of the assets of the Company or any proceedings for the appointment of an administrator;
 - (e) exercise or seek to exercise or take any proceedings for the exercising of any right of set-off or counterclaim against the Company;
 - (f) issue any demand under section 459E(1) of the Corporations Act (or any analogous provision under any law) against the Company,

and each Bondholder and the Bond Trustee (and each person so entitled) waives its rights in respect of those applications and proceedings. This is a fundamental condition of each Bond and no right of a Bondholder or Bond Trustee in connection with the Bonds exists other than together with the rights of the Company consequent upon the Bondholder and the Bond Trustee being precluded from taking any such action.

11.6 Without limiting the other provisions of this clause 11, for the purpose of regulation 7.11.27(1) of the Corporations Regulations passed under the Corporations Act, this clause 11 is an inseparable part of the terms and conditions of the Bonds.

12 Governing law, jurisdiction and service of process

Governing law

12.1 This deed is governed by the law in force in New South Wales.

Submission

12.2 Each party, and each Bondholder, irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them. Each party, and each Bondholder, waives any right it has to object to an action being brought in those courts, to claim that the action has been brought in an inconvenient forum, or to claim that those courts do not have jurisdiction.

Service

12.3 Without preventing any other mode of service, any document in an action (including, without limitation, any writ of summons or other originating process or any third or other party notice) may be served on any party by being delivered to or left for that party at its address for service of notices under the Master Trust Deed.

13 Counterparts

This deed may consist of any numbers of counterparts and all counterparts taken together will be deemed to constitute one and the same instrument.

EXECUTED as a deed

Execution page

SIGNED, SEALED AND DELIVERED by GN HAMMOND as attorney for NEXUS BONDS LIMITED under power of attorney dated in the presence of: Signature of witness SIGNED, SEALED AND DELIVERED Address of witness SULLTOR Occupation of witness	By executing this deed the attorney states that the attorney has received no notice of revocation of the power of attorney)
SIGNED, SEALED AND DELIVERED by as attorney for PERMANENT NOMINEES (AUST.) LTD under power of attorney dated in the presence of:	
Signature of witness)))
Name of witness (block letters) Address of witness))))))) By executing this deed the attorney states) that the attorney has received no notice of
Occupation of witness) revocation of the power of attorney

Execution page

SIGNED, SEALED AND DELIVERED	
by	
as attorney for NEXUS BONDS	
LIMITED under power of attorney dated	
in the presence of:	
)
Signature of witness)
)
Name of witness (block letters))
***************************************)
Address of witness)
) By executing this deed the attorney states
***************************************) that the attorney has received no notice of
Occupation of witness) Inat the attorney has received no notice of
	revocation of the power of attorney
)
SIGNED, SEALED AND DELIVERED)
)
by CLIVE THOSENS OF THESE as attorney for PERMANENT)
NOMINEES (AUST.) LTD under power)
of attorney dated 30 October Leve 2)
)
in the presence of:)
Speum)
Circoture of witness)
Signature of witness)
BRUCE BREMNER)
Name of witness (block letters))
Name of withess (block retters)	
35 CLARENCE ST SYDNEY	
Address of witness	
Widicas of Authors) By executing this deed the attorney states
ASSISTANT MANAGER.	that the attorney has received no notice of
Occupation of witness	revocation of the power of attorney
Occupation of manage	