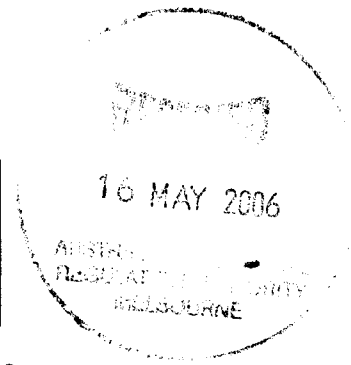


UNDERTAKING



Superannuation Industry (Supervision) Act 1993

Relating to Western Truck Superannuation Fund (SFN 4402/939/76)

THIS UNDERTAKING IS GIVEN BY:

Ian James West ("the Promisor")

of [REDACTED] Footscray, Melbourne, Victoria 3011

AND IS ACCEPTED BY:

Australian Prudential Regulation Authority ("APRA")

of Level 21 Casselden Place, 2 Lonsdale Street, Melbourne Victoria 3000

UNDER SECTION 262A OF THE *SUPERANNUATION INDUSTRY (SUPERVISION) ACT 1993* ("the SIS Act"). A copy of section 262A of the SIS Act is in Schedule 1.

RECITALS:

- A. The Promisor was the auditor of the Western Truck Superannuation Fund ("the Fund") for the financial years from 1996/97 to 2002/03 inclusive. The Fund is a regulated superannuation fund and has the registration number of SFN 4402/939/76;
- B. On 12 December 1999 the trustees of the Fund purported to make an election that section 71E of the SIS Act applied to the Fund's investments in the related entity, the Ponting Street Property Trust;
- C. The Promisor acknowledges he was under the erroneous opinion that section 71E of the SIS Act applied to the Fund, and therefore erroneously formed an opinion that the Fund was able to invest in the Ponting Street Property Trust up to the level of debt that existed as at 11 August 1999, without that investment being treated as an in-house asset ("the erroneous opinion");
- D. The Promisor acknowledges that his forming of the erroneous opinion led him to issue unqualified audit reports for the Fund for the financial years 2000/01, 2001/02 and 2002/03, when the audit reports for those financial years should have been qualified because during those years the Fund had not complied with sections 69 to 85 of the SIS Act;

APRA
 REFERENCE: DOC06/4810

- E. The Promisor acknowledges that his forming of the erroneous opinion showed a lack of knowledge of the application of section 71E of the SIS Act, which led to him not adequately and properly performing his duties as auditor of the Fund;
- F. The Promisor acknowledges the concerns of APRA in relation to his duties as auditor in regard to the Fund, and has agreed to give an Undertaking to APRA on the terms contained herein;
- G. The Promisor gives this Undertaking pursuant to Part 25 Division 3A of the SIS Act, and in particular sub-section 262A(1);
- H. The Promisor acknowledges that he has had the opportunity to obtain independent legal advice on this Undertaking and on Part 25 Division 3A of the SIS Act before the execution of this Undertaking;
- I. The Promisor acknowledges that he enters into the Undertaking voluntarily;
- J. The Promisor acknowledges that APRA has the power, under sub-section 262A(1) of the SIS Act, to accept an Undertaking from the Promisor;
- K. The Promisor has also made an offer to APRA that he will not perform the audit of Self Managed Superannuation Funds (“SMSFs”) without first having completed acceptable training and that any audits of SMSFs performed by the Promisor in the first twelve months after completion of acceptable training would be subject to review by another approved auditor. The regulation of SMSFs rests with the Australian Taxation Office (“ATO”) and it is the responsible regulator to consider and accept such an offer of an enforceable undertaking in respect of SMSFs under section 262A of the SIS Act. The Promisor acknowledges that within seven days of having been advised that this Undertaking has been accepted, he will make the offer of an enforceable undertaking regarding SMSFs to the ATO to consider and pursue at its discretion;
- L. The Promisor acknowledges that APRA may:
- issue a media release concerning this Undertaking referring to its terms and to the concerns of APRA which led to its execution; and
 - from time to time publicly refer to this Undertaking; and
 - make this Undertaking available for public inspection;
- M. The Promisor acknowledges that upon any breach of a term or condition of this Undertaking that APRA may enforce this Undertaking regardless of whatever publicity such enforcement action may cause; and
- N. The Promisor acknowledges that the Recitals to this Undertaking form part of the Undertaking.

THE UNDERTAKING:

The Promisor undertakes that he will not at any time in the future act in the capacity of auditor of any APRA regulated superannuation entity.

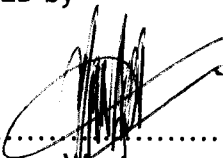
OTHER TERMS AND CONDITIONS:

If any obligation imposed on the Promisor by this Undertaking is invalid or unenforceable, it shall be severed but the other obligations shall continue to apply.

This Undertaking will take effect as of the date it is signed by APRA by way of acceptance of the Undertaking from the Promisor pursuant to sub-section 262A(1) of the SIS Act.

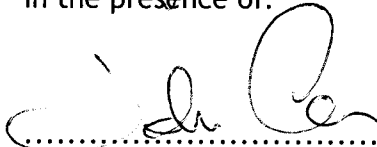
DATED the11TH.....day ofMAY.....2006.

SIGNED by



.....
Ian James West

in the presence of:

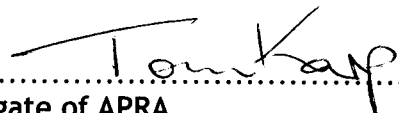


.....
Witness

JOHN TASS 240 STERLING DUE EAST KEILOR VIC.

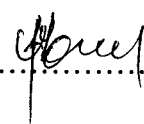
.....
Name and address of witness

Signed by way of acceptance under sub-section 262A(1) for Australian Prudential Regulation Authority on 11TH day of MAY 2006 by:



.....
Delegate of APRA

in the presence of:



.....
Witness

Michelle Jones - Executive Assistant
.....
Name and position of witness

SCHEDULE 1

SECTION 262A ACCEPTANCE AND ENFORCEMENT OF UNDERTAKINGS

262A(1) [Acceptance]

The Regulator may accept a written undertaking given by a person in connection with a matter in relation to which the Regulator has a function or power under this Act.

262A(2) [Withdrawal with concert]

The person may withdraw or vary the undertaking at any time, but only with the Regulator's consent.

262A(3) [Breach of terms]

If the Regulator considers that the person who gave the undertaking has breached any of its terms, the Regulator may apply to the Court for an order under subsection (4).

262A(4) [Court orders]

If the Court is satisfied that the person has breached a term of the undertaking, the Court may make all or any of the following orders:

- (a) an order directing the person to comply with that term of the undertaking;
- (b) an order directing the person to pay to the Commonwealth an amount up to the amount of any financial benefit that the person has obtained directly or indirectly and that is reasonably attributable to the breach;
- (c) any order that the Court considers appropriate directing the person to compensate any other person who has suffered loss or damage as a result of the breach;
- (d) any other order that the Court considers appropriate.