

30 November 2024

Dear Sir/Madam

**Keystone Asset Management Ltd
(Receivers and Managers Appointed) (Administrators Appointed)
ACN 612 443 008 (KAM or the Company)**

We refer to our report to creditors pursuant to s75-225 of the Insolvency Practice Rules (Corporations) 2016 dated 25 November 2024 in the above matter (**VA Report**) and our supplementary report dated 27 November 2024 (**Supplementary Report**).

At approximately 6:26PM on Friday, 29 November 2024, we received an additional Deed of Company Arrangement (**DOCA**) proposal. Accordingly, we now provide a second supplementary report (**Second Supplementary Report**) pursuant to s75-225 of the Insolvency Practice Rules (Corporations) 2016 providing details of the additional DOCA proposal received for creditors' consideration. The Second Supplementary Report should be read in conjunction with the VA Report and the Supplementary Report.

We also note that a revised proxy form is attached as **Appendix A**. This supersedes the proxy forms annexed to our VA Report and Supplementary Report. For the avoidance of doubt, creditors wishing to nominate a proxy for the meeting should use this updated form to confirm their intentions in relation to all available options for the future of the Company.

Should you have any queries regarding this report or the administration in general, please contact this office by email to shieldinvestors@deloitte.com.au.

Yours faithfully



Jason Tracy
Joint and Several Administrator



Voluntary Administrators' Second Supplementary Report to Creditors

Pursuant to Section 75-225 of the Insolvency Practice Rules (Corporations) 2016

Keystone Asset Management Ltd
(Receivers & Managers Appointed) (Administrators Appointed)
ACN 612 443 008

30 November 2024

Glossary	3
1 Deed of Company Arrangement (“DOCA”)	4
1.1 Introduction	4
1.2 Newcoshield DOCA Proposal	4
2 Administrators' Opinion	9
2.1 Introduction	9
2.2 The Company execute a DOCA	9
2.3 The administration should end	9
2.4 The Company be wound up	9
2.5 Recommendation	10
3 Declaration of Independence, Relevant Relationships and Indemnities	10
4 Meeting	10
Appendix A – Updated Proxy Form (Form 532)	12
Appendix B – Newcoshield DOCA Proposal	16
Appendix C – Declaration of Independence, Relevant Relationships and Indemnities	28

Glossary

Definitions in this Second Supplementary Report are consistent with those within the VA Report and Supplementary Report glossary. Only new defined terms are included in this Glossary.

Admitted Creditor	A Creditor who has (or who is entitled to have) an Admitted Claim
Chiodo Corporation	Chiodo Corporation Pty Ltd
Creditor Distributions	The distributions (from time to time) of the Project Contributions to the Admitted Creditors)
MSC	Melbourne Securities Corporations Limited ACN 160 326 545
Newcoshield	Newcoshield Pty Ltd ACN 682 686 951
Newcoshield DOCA Proposal	DOCA proposal received from Newcoshield on 29 November 2024.
Projects	<ul style="list-style-type: none"> • 33 Davidson Street, Port Douglas QLD 4877 / 33 Davidson Port Douglas Pty Ltd (ACN 618 858 727) • 75 Port Douglas Road, Port Douglas QLD 4877 / 75 Port Douglas Road Pty Ltd (ACN 630 681 926) • 21 – 23 Norwood Crescent, Moonee Ponds, VIC 3039 / Norwood Ponds (Land) Pty Ltd (ACN 617 075 411) • 348 - 350 Warrigal Road, Ashburton Vic 3147 / Warrigal Road Ashburton Pty Ltd (ACN 621 641 165) • 33 – 35 Nicholson Street, Bentleigh Vic 3204 / Nicholson Street Bentleigh Pty Ltd (ACN 623 115 926) • 141 – 145 Augustine Terrace, Glenroy Vic 3046 / Augustine Terrace Glenroy Pty Ltd (ACN 626 000 477) <p>(each a Project and together the Projects) but does not include projects that are not forecast to be concluded in an 18-month period from execution of the DOCA, including:</p> <ul style="list-style-type: none"> • Ritz Carlton, Fiji • Medical Centre, Fiji • K'Gari Development
Project Contributions	A contribution of 15% of each Project SPV's respective profit (calculation methodology to be agreed)
Project SPV Senior Secured Debt	Senior debt provided to particular SPVs
Related Party Creditor	Each of the Project SPV, CF Capital Investments Pty Ltd, Luxurious Resorts (Fiji) Pte Limited and Malana Management Pty Ltd
Second Supplementary Report	Second supplementary report to the VA Report and Supplementary Report dated 30 November 2024
Supplementary Report	Supplementary report to the VA Report dated 27 November 2024
VA Report	Voluntary Administrators' report to creditors pursuant to s75-225 of the Insolvency Practice Rules (Corporations) 2016 issued on 25 November 2024

1 Deed of Company Arrangement ("DOCA")

1.1 Introduction

A DOCA is a binding agreement between the Company, its creditors and the appointed Deed Administrators. If the required majority of creditors (being greater than 50% of those who vote, calculated both in number and value) vote in favour of a DOCA it becomes binding on all creditors, including those in the minority who voted against it as well as any creditors who abstained from voting. The purpose of a DOCA is to provide creditors with a better outcome than would otherwise be received in the alternative liquidation scenario.

We have received approaches from four (4) parties seeking to advance proposals for a DOCA:

1. Arbitrium Capital Partners (**Arbitrium DOCA**)
2. Mr Paul Chiodo (**Second Proposal**)
3. Mr Roberto Filippini (**Filippini DOCA Proposal or Third Proposal**), and
4. Newcoshield Pty Ltd (**Newcoshield DOCA Proposal**)

The creditors will be asked to decide whether to vote in favour of the Arbitrium DOCA, the Filippini DOCA Proposal or the Newcoshield DOCA Proposal which is considered in this report or any other proposal capable of being put to the creditors, at the forthcoming meeting of creditors on 2 December 2024.

The Arbitrium DOCA and Second Proposal are discussed in detail in the VA Report. The Filippini DOCA Proposal is discussed in detail in the Supplementary Report. The Newcoshield DOCA Proposal is discussed in detail in this report.

The Second Supplementary Report should be read in conjunction with the VA Report and the Supplementary Report.

1.2 Newcoshield DOCA Proposal

1.2.1 Background

At approximately 6:26PM on Friday, 29 November 2024, the Administrators received the Newcoshield DOCA Proposal.

The Newcoshield DOCA Proposal was provided with a letter and supporting annexures. Ashurst, Newcoshield's legal advisor, has claimed confidentiality in relation to the letter and one (1) of the annexures. Therefore, we have attached at **Appendix B** to this Second Supplementary Report, documents attached to the Newcoshield DOCA Proposal which we are permitted to disclose (namely Annexure A and Annexure B).

1.2.2 Key features of the Newcoshield DOCA Proposal

The key features of the Newcoshield DOCA Proposal are as follows:

1. Newcoshield Pty Ltd ACN 682 686 951 (**Newcoshield**) was incorporated on 28 November 2024. Its sole director and shareholder is Mr Paul Chiodo, the former director of KAM and either a director or ultimate shareholder of a number of related parties of KAM.
2. Under the Newcoshield DOCA Proposal, the DOCA Consideration will comprise:
 - a. The payment of \$86.3m for unitholders and scheme investors funded through:
 - i. Newcoshield arranging a new finance facility with a new financier in the amount of \$36.0m of which c. \$7.1m is proposed to be made available for unitholders and scheme investors. The remaining balance of new money is proposed to repay existing senior debt provided to certain SPVs (**Project SPV Senior Secured Debt**) totalling c. \$17.9m together with c. \$11.1m to fund completion of the Projects (**Projects**). We understand that the new finance facility is subject to due diligence being successfully completed on the Projects.

- ii. Newcoshield is in the process of negotiating with the builder (whilst builder is not defined, we understand the builder is Mr Roberto Filippini and / or entities associated with him given the Federal Court of Australia proceedings referred to in the definition of Builders Accounts in Annexure B) to arrange the payment of c. \$75.4m to ADPF. This payment is to be funded from funds held by Mr Filippini, City Built and other related Filippini parties totalling c. \$110m and subject to freezing orders in the Filippini proceedings discussed in the Supplementary Report. Under the terms of the Newcoshield DOCA Proposal, these funds will not otherwise be available for KAM's creditors.
 - iii. A contribution of 15% from the profits of certain developments being undertaken by SPVs (being all ongoing developments with the exception of those in Fiji and K'Gari), payable upon completion of the development. The Newcoshield DOCA Proposal does not set out a methodology for the calculation of this contribution and the Administrators are therefore unable to comment on the value and/or likelihood that this contribution is ultimately received.
 - b. The payment of \$17.9m to Project SPV Senior Secured Creditors.
 - c. 100 c/\$ (or \$1.2m) to be to the Company's Admitted Creditors (**Admitted Creditor**) (after Chiodo Corporation and the Related Party Creditors stand aside from participating in the Creditor Distributions (**Creditor Distributions**) by 30 June 2025 from Project Contributions (**Project Contributions**). The calculation methodology for the Project Contributions has not been agreed.
3. In addition:
- a. Related party creditors (including Chiodo Corporation) would agree not to participate in any distribution from the DOCA fund.
 - b. Newcoshield would provide a guarantee to fund any unfunded amounts in respect to Project SPV Senior Secured Debt, the amount of the Refinance Payment or the funding to complete the projects. Given Newcoshield is a newly incorporated entity, we are unable to comment on its financial capacity to provide this guarantee.
 - c. The Deed Administrators would enter into a licence agreement with Newcoshield for Newcoshield to manage the Company, limited to pursuing the Company's retirement as SMF's responsible entity and ADPF's trustee and facilitating the engagement of a new trustee (being Melbourne Securities Corporations Limited ACN 160 326 545) with a view to winding down SMF and ADPF, and collection of the DOCA Contribution.
4. The Newcoshield DOCA Proposal also proposes:
- a. The new finance facility is subject to due diligence which would need to be progressed before the Newcoshield DOCA Proposal could be executed. This may require an adjournment of the second meeting of creditors.
 - b. Newcoshield would make available \$500,000 of funding to fund the additional costs associated with the extended timeframe resulting from an adjournment.
 - c. The entry into a 'cooperation deed' by a number of parties including (among others), Mr Paul Chiodo, Ilya Frolov, the Receivers and ASIC.
 - i. The purpose of the cooperation deed is for the parties to make available historical financial data, access to management and weekly reporting from the Deed Administrators.
 - ii. In the time available, we have not had the opportunity to discuss this requirement with non-related entities (in particular ASIC) however note that it would not be within the Receivers' current powers to enter into this deed without Court orders.
 - d. The appointment of Scott Langdon and John Mouawad of KordaMentha as Deed Administrators.

1.2.3 Estimated return to KAM creditors from the Newcoshield DOCA Proposal

The Newcoshield DOCA Proposal suggests that the funds realised from the recovery of ADPF loans (being scheme/trust assets) can be used to repay creditors without regard to whether they are scheme or trust or non-scheme, non-trust creditors.

We refer to **paragraph 9.2.3.5** of our VA Report where we discuss a similar proposal contained in the Arbitrium DOCA. The use of scheme or trust property to satisfy non-scheme/non-trust debts constitutes a misappropriation of scheme or trust property. There is no apparent benefit to the SMF from this diversion of scheme or trust property where non-scheme and non-trustee creditors otherwise have no claim to scheme or trust assets.

If the proposal was able to be lawfully effectuated (where there exists considerable doubt that this is possible), it would result in full repayment of the Company's creditors (not including unitholders or investors) **from scheme or trust assets where Company creditors were originally meant to be paid by the Company from its own funds. That is, unitholders and investors will bear the financial impact of paying the Company's creditors under this proposal.**

The Newcoshield DOCA Proposal does not include any calculations and we are therefore not in a position to report on the likely return to investors under the proposal. However, as set out below, the Newcoshield DOCA Proposal involves compromising the Filippini Proceeding, Receivable Loans and other claims for a significant discount which we consider, on balance will result in a significantly worse outcome for creditors as a whole (including unitholders and underlying investors) than liquidation.

1.2.4 Newcoshield DOCA Proposal not in the best interests of creditors, unitholders and underlying investors

The Administrators have formed the view that execution of the Newcoshield DOCA Proposal would not be in the best interests of creditors (including unitholders and underlying investors) for the following reasons.

1.2.4.1 *Compromise of Filippini Proceeding*

As set out in the Supplementary Report, the total amount claimed in the Filippini Proceeding is approximately \$158m. If the Company was wound up and the Administrators were appointed liquidators, they would continue to pursue this claim (in their dual capacity as liquidators and Receivers).

The Administrators and Receivers have obtained orders freezing funds sitting in bank accounts held by Mr Filippini, City Built and other related Filippini parties totaling approximately \$110m. Accordingly, if the Filippini Proceedings are successful, there are funds available to satisfy judgment.

In the circumstances, compromising the claims in the Filippini Proceeding for approximately 50% of the amount claimed and for approximately 68% of the Frozen Funds (before taking into account other aspects of the Filippini Proceeding which might result in the recovery of further investor funds) is not in the best interests of creditors (including unitholders and underlying investors).

1.2.4.2 *Consideration and the benefit to creditors and investors*

As set out in the Supplementary Report, the book value, principal and interest, of the SPV Loans as recorded in the Company's records as at 31 May 2024 is \$297,782,017. In addition to these loans, the Company advanced funds to Chiodo Corporation in respect to the Venice transaction (book value as at 31 May 2024 of \$30,939,442) and other project costs (book value as at 31 May 2024 of \$2,072,300). The total of all loans (**ADPF Borrower Loans**) comprising the Receivables Loan is c. \$331m (book value as at 31 May 2024, excluding amounts categorised as 'other receivables' and 'Debtors and other loans' in the Company's books and records).

Under the Newcoshield DOCA Proposal, a refinance payment of \$7.1m would be made to the ADPF being approximately 2% of the book value of the ADPF Borrower Loans.

The Newcoshield DOCA Proposal allows the SPVs (controlled by Mr Chiodo) to retain ownership of the SPV Developments and obtain the value of the developments.

In other words, for a payment to creditors and investors of \$83.7m (\$1.2m for creditor claims as against KAM and \$82.5m for investors), the creditors, unitholders and underlying investors would need to agree to compromise total claims of at least \$578m:

- The Filippini Proceeding of approximately \$158m;
- Amounts recoverable under the ADPF Loans (book value of c. \$331m as at 31 May 2024, noting that interest will continue to accrue until the ADPF Loans are repaid), including all of the SPV Loans;
- Amounts in respect of the Venice transaction (of which approximately \$26m is held in an escrow account)
- Claims that the Company may have against lead generators in respect of amounts paid from investor funds of approximately \$65m, and

- Any other Company assets (including scheme and trust assets) including potential claims available to the Receivers and/or liquidators (discussed below).

Whilst we have identified the above claims in our investigations to date, we advise that our investigations with respect to the above claims and other potential claims have been limited due to a lack of access to records from key personnel of the Company. In particular, we advise that we have not been provided with access to over 50,000 key documents contained within Paul Chiodo's inbox. Access to these documents may assist an appointed liquidator in identifying additional claims and further substantiating the claims identified to date.

1.2.4.3 Investigation and prosecution by liquidators in best interests of creditors, unitholders and investors

The investigations undertaken to date by ASIC, the Administrators and Receivers have identified serious misconduct and potential claims against numerous parties, which may include, but is not limited to, Mr Filippini, Mr Filippini's related entities, Mr Chiodo and Mr Chiodo's related entities. The Administrators consider that it is in the best interests of creditors for these claims to be properly investigated and prosecuted by a liquidator.

Whilst in some administrations, there are questions over the recoverability of such claims, in the administration of the Company, the Administrators have identified (and protected) significant assets that are available to satisfy claims in a liquidation where, among other things, the Filippini Proceeding is successfully litigated. In addition to the Frozen Funds, the Administrators and Receivers have lodged caveats on a number of properties held by parties under investigation and where there is evidence that investor funds have been used to purchase that property.

In addition to claims identified and prosecuted to date, there are a number of other avenues of investigation that could give rise to further claims and recoveries. For example, the Administrators and Receivers have identified payments to Lead Generators of approximately \$65m. A liquidator may have claims against both the Lead Generators who received these payments, and the related parties of KAM that allowed these payments to be made out of trust assets.

A liquidator has enhanced powers of investigation and prosecution beyond the powers of receivers and administrators which will assist with any actions.

1.2.4.4 Control would be handed back to Mr Chiodo

On 27 August 2024, orders were made for our appointment as Receivers and Managers of KAM, the SMF, ADPF and other funds managed by KAM. In making those orders, the Court's judgment included the following statements:

I am also satisfied that the evidence establishes that the appointment of receivers and managers is necessary or desirable for the purposes of protecting the interests of aggrieved persons to whom Keystone may be liable (being investors in the SMF and ADPF).

ASIC's investigation indicates that there has been a significant dissipation of SMF funds.

As outlined in Part C.5 of ASIC's August Submissions, a large sum of ADPF Loan funds has been drawn down and paid (by Chiodo Corporation) to lead generators for the purposes of sourcing new investors for the SMF and/or the ADPF.

As a consequence of the apparent dissipation referred to above, and the apparent mismanagement of SMF and ADPF funds, there is a substantial shortfall when comparing the moneys invested in the ADPF, against ADPF assets. This also supports the appointment of a receiver and manager.

The extent of Keystone's mismanagement confirms that there is a need to protect the interests of investors from what appear to be conflicts of interest and breaches of trusts.

On the basis of the material before the Court, I do not have confidence that the SMF and ADPF are being managed in the best interests of investors, or that Keystone is capable of providing such management.

The Newcoshield DOCA Proposal would be handing control back to the KAM management which the Court had no confidence was capable of managing the SMF and ADPF in the best interests of investors and from whom the Court considered investors and unitholders required protection.

1.2.4.5 Effectuation remains uncertain

Effectuation of the Newcoshield DOCA Proposal remains subject to key conditions and is therefore uncertain.

Mr Chiodo, his Related Entities and/or the previous KAM management have been seeking a replacement responsible entity since at least May 2024. At a Court hearing which took place on 27 August 2024, KAM sought an adjournment of the hearing to progress the search for a replacement responsible entity. That adjournment application was dismissed and orders for our appointment as Receivers and Managers were made that day. In circumstances where Mr Chiodo has been unable to obtain a binding offer from a party to agree to be appointed replacement responsible entity and trustee, the Administrators consider there is a real risk that the Newcoshield DOCA Proposal cannot be effectuated.

Specifically, Mr Chiodo, his Related Entities and/or the previous KAM management have been in discussions with MSC since at least June 2024. In Court proceedings prior to the appointment of the Receivers and Administrators, KAM gave evidence that requirements that needed to be satisfied prior to MSC accepting an appointment included the conclusion of ASIC's investigation. The Administrators note that ASIC's investigation of KAM remains ongoing. MSC's consent to appointment at Appendix B of the Newcoshield DOCA Proposal states that it is conditional on, amongst other things, having the opportunity to undertake due diligence to its satisfaction, court or member approval for appointment and ASIC's support. In circumstances where MSC has been aware of the opportunity since at least June 2024, the Administrators consider there is real uncertainty as to whether these conditions could ever be met.

Further, the new finance facility is subject to due diligence. There is no explanation as to why Mr Chiodo, on Newcoshield's behalf has been unable to obtain an unconditional offer of finance in the time that has been available (noting the convening period was extended by more than two months) and casts doubt on whether the new financier will provide an unconditional offer of finance.

1.2.4.6 Cooperation deed

The Newcoshield DOCA Proposal discloses that prior to execution of the Newcoshield DOCA a cooperation deed would need to be executed by a number of parties. The cooperation deed would include the following key terms:

- Parties to provide / make available historic financial data;
- Access to management, and
- Weekly report from Deed Administrators / sharing of information.

One of the proposed parties to the abovementioned cooperation deed is ASIC. Whilst the Newcoshield DOCA Proposal disclosed that the involvement of ASIC as a party to the cooperation deed will be at ASIC's discretion, we consider it appropriate to note that ASIC indicated that it was not appropriate to, and would not enter into, an agreement with such terms under the Arbitrium Proposal.

1.2.5 Conclusion

The key purpose of a DOCA is to maximise a company's chance of survival and/or to provide a better return to creditors than an immediate liquidation. In the Administrators' view, the Newcoshield DOCA Proposal achieves neither of these aims.

The Newcoshield DOCA Proposal does not contemplate the ongoing existence of the Company.

For the reasons set out above, the Newcoshield DOCA Proposal is unlikely to provide a better return to creditors than an immediate liquidation. If creditors consider it appropriate, they may resolve to adjourn the second meeting of creditors for a period of up to 45 business days at the virtual meeting which has been convened for **11:00AM (AEDT) on Monday, 2 December 2024**.

It is our opinion that creditors should not approve the Newcoshield DOCA Proposal or adjourn the second meeting of creditors as we do not consider that either of these options are in the best interests of creditors.

2 Administrators' Opinion

2.1 Introduction

The following options are available to creditors regarding the future of the Company:

- The Company execute the Arbitrium DOCA proposal; or
- The Company execute the Filippini DOCA Proposal; or
- The Company execute the Newcoshield DOCA Proposal; or
- The administration end; or
- The Company be wound up.

Our opinions on each option and our reasons for our opinions are discussed below.

2.2 The Company execute a DOCA

For the reasons set out in detail in **Section 9.2** of the VA Report, the Administrators do not recommend the Arbitrium DOCA proposal.

For the reasons set out in **Section 1.2** of the Supplementary Report, the Administrators do not recommend the Filippini DOCA Proposal.

For the reasons set out in **Section 1.2** of this Second Supplementary Report, the Administrators do not recommend the Newcoshield DOCA Proposal.

There is no other proposal capable of being considered.

It is also appropriate to disclose that ASIC requested that in the event creditors resolve that the Company enter into the Arbitrium DOCA, Filippini DOCA Proposal, Newcoshield Proposal or any other proposal capable of being considered, the Administrators undertake not to execute the approved DOCA for a period of seven (7) business days after any resolution approving the DOCA at the second meeting of creditors to allow ASIC to consider whether to apply to set aside the DOCA. The Administrators have provided that undertaking to ASIC.

2.3 The administration should end

Based on our analysis, the Company is presently insolvent and unable to pay its debts as and when they fall due and payable. Ending the administration would result in control of the Company being passed back to the directors. There are no reliable plans in place to address the Company's financial and regulatory difficulties and as such, this would expose the directors to the possibility of liability for insolvent trading (among other liabilities under the Act related to the Company's AFSL). Accordingly, we cannot recommend that the administration end and control be returned to the directors.

2.4 The Company be wound up

We do not believe it is in creditors' best interests to enter into the proposed Arbitrium DOCA proposal, Filippini DOCA Proposal or Newcoshield DOCA Proposal for the reasons outlined in the VA Report, Supplementary Report and this Second Supplementary Report. Given the Company is insolvent and it would not be in the interests of creditors to end the administration, we believe it is in the best interests of creditors to resolve to wind the Company up. This will result in liquidators being appointed who are then in a position to complete the investigations that have been conducted to date and, allow the liquidators to consider pursuing any or all of the potential legal recovery actions in order to maximise the likely return to creditors.

2.5 Recommendation

In our opinion, creditors would be best served if the company is wound up.

Our recommendation to creditors may change should there be any change to any of the DOCA proposals received to date, or if an alternate DOCA proposal is received subsequent to the date of this Second Supplementary Report.

Should we receive any new information relevant to creditors between issuing this Second Supplementary Report and the date of the creditors' meeting, a summary will be made available to creditors as soon as practicable.

2.5.1 Other Material Information

We are not aware of any other information that is materially relevant to creditors being able to make an informed decision on the Company's future.

3 Declaration of Independence, Relevant Relationships and Indemnities

In accordance with s436DA of the Act, a Declaration of Independence, Relevant Relationships and Indemnities (**DIRRI**) was tabled at the first meeting of creditors held on 9 September 2024, provided to creditors by circular on 10 September 2024, and lodged with ASIC on 10 September 2024. The DIRRI disclosed information regarding our independence, prior personal or professional relationships with KAM and any indemnities received in relation to this appointment (in this case, no indemnities have been provided).

On 28 November 2024, Glen Kanevsky and I were appointed as receivers and managers of 75 Port Douglas Pty Ltd (Receivers and Managers Appointed). Whilst we do not consider that this appointment causes a real or potential risk to our professional independence, we consider it appropriate to update and replace the abovementioned DIRRI. As such, our new DIRRI which is dated 30 November 2024, is attached to this Second Supplementary Report as **Appendix C**.

Please be advised that we will be lodging the DIRRI dated 30 November 2024 with ASIC.

4 Meeting

Pursuant to s439A(3) of the Act and s75-225 of the IPR, the second meeting of creditors will be held via videoconference at **11:00AM (AEDT) on 2 December 2024**.

Notice of this meeting was provided with our VA Report.

An updated proxy form is attached at **Appendix A**:

- This updated proxy form now provides creditors with the option to vote on the Newcoshield DOCA Proposal in addition to the options included for the future of the Company in the proxy forms attached to the VA Report and Supplementary Report.
- Creditors wishing to nominate a proxy should use this updated form to confirm their intentions in relation to all available options for the future of the Company.
- Any creditor that has already nominated a general proxy to vote at the meeting does not need to complete an updated proxy form – your nominated representative will be able to vote on each resolution (including in respect of the Arbitrium Proposal, the Filippini DOCA Proposal or the Newcoshield DOCA Proposal) on your behalf at the meeting.

We trust creditors find this Second Supplementary Report informative and useful. In the event you have any queries regarding the contents of this Second Supplementary Report, the Supplementary Report, the VA Report, or the administration in general, please do not hesitate to contact our team by email to shieldinvestors@deloitte.com.au.

Yours faithfully

A handwritten signature in black ink, appearing to read 'Jason Tracy', with a stylized flourish at the end.

Jason Tracy
Joint and Several Administrator

Appendix A – Updated Proxy Form (Form 532)

FORM 532
APPOINTMENT OF PROXY
CREDITORS MEETING

KEYSTONE ASSET MANAGEMENT LTD
(RECEIVERS AND MANAGERS APPOINTED) (ADMINISTRATORS APPOINTED)
ACN 612 443 008 (the Company)

*I/*We ⁽¹⁾	
Of (insert Address)	
being a creditor of the Company, appoint ⁽²⁾ :	
Or in his or her absence ⁽²⁾ :	
to vote for me/us on my/our behalf at the virtual meeting of creditors to be held on Monday, 2 December 2024 at 11:00AM (AEDT) , or at any adjournment of that meeting.	

Please mark boxes with ☒

Proxy Type: ☐ General ☐ Special

	For	Against	Abstain
Future of the company			
Resolution 1 To consider and if thought fit, pass the following resolution (choose <u>ONE</u> of a, b, c, d or e):			
a) That the Company execute a Deed of Company Arrangement (DOCA) as proposed by Arbitrium Capital Partners as described in the Administrators' report to creditors dated 25 November 2024 and that Jason Mark Tracy and Glen Kanevsky be appointed as the Deed Administrators.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) That the Company execute a Deed of Company Arrangement (DOCA) as proposed by Mr Filippini as described in the Administrators' supplementary report to creditors dated 27 November 2024 and that Jason Mark Tracy and Glen Kanevsky be appointed as the Deed Administrators.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) That the Company execute a Deed of Company Arrangement (DOCA) as proposed by Newcoshield as described in the Administrators' second supplementary report to creditors dated 30 November 2024 and that Scott Langdon and John Mouawad of KordaMentha be appointed as the Deed Administrators.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) That the Administration end.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) That the Company be wound up and Jason Mark Tracy and Glen Kanevsky be appointed Joint and Several Liquidators.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Prior Administrators' remuneration and disbursements			
Resolution 2 That the remuneration of the Prior Administrators for the period 28 August 2024 to 6 October 2024 in the amount of \$100,669.50, excluding GST, calculated on the basis of time spent by the Prior Administrators and KordaMentha staff as detailed in the Remuneration Approval Report to creditors dated 14 November 2024, is approved for payment immediately or as required.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Resolutions 3 That the internal disbursements of the Prior Administrators, including those paid to staff, for the period 28 August 2024 to 5 September 2024 in the amount of \$400.00, excluding GST, calculated at the rates as detailed in the Remuneration Approval Report to creditors dated 14 November 2024, as approved for payment immediately or as required.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Administrators' remuneration and disbursements			
Resolution 4 (KAM-1) That the remuneration of the Joint and Several Voluntary Administrators, for the period of the voluntary administration from 5 September 2024 to 15 November 2024, calculated at the hourly rates as detailed in the notice to creditors dated 10 September 2024 and the Remuneration Approval Report dated 25 November 2024, is approved for payment in the sum of \$236,091.00 exclusive of GST, and that the Joint and Several Voluntary Administrators can draw the remuneration immediately or as required.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 5 (KAM-2) That the future remuneration of the Joint and Several Voluntary Administrators from 16 November 2024 to the completion of the voluntary administration is determined at a sum equal to the cost of time spent by the Joint and Several Voluntary Administrators and their partners and staff, calculated at the hourly rates as detailed in the notice to creditors dated 10 September 2024 and the Remuneration Approval Report dated 25 November 2024, up to a capped amount of \$223,220.00 exclusive of GST, and that the Joint and Several Voluntary Administrators can draw the remuneration on a monthly basis or as required.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deed Administrators' remuneration (if creditors approve the proposed DOCA)			
Resolution 6 (KAM-3) That the future remuneration of the Deed Administrators' from the commencement of the deed of company arrangement to finalisation of the deed of company arrangement is determined at a sum equal to the cost of time spent by the Deed Administrators' and their partners and staff, calculated at the hourly rates as detailed in the notice to creditors dated 10 September 2024 and the Remuneration Approval Report dated 25 November 2024, up to a capped amount of \$150,000.00 exclusive of GST, and that the Deed Administrators' can draw the remuneration on a monthly basis or as required.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Liquidators' remuneration (if creditors resolve to wind up the Company)			
Resolution 7 (KAM-4) That the future remuneration of the Joint and Several Liquidators from the commencement of the liquidation to 31 December 2025 is determined at a sum equal to the cost of time spent by the Joint and Several Liquidators and their partners and staff, calculated at the hourly rates as detailed in the notice to creditors dated 10 September 2024 and the Remuneration Approval Report dated 25 November 2024, up to a capped amount of \$250,000.00 exclusive of GST, and that the Joint and Several Liquidators can draw the remuneration on a monthly basis or as required.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other resolutions			
Resolution 8 That a Committee of Inspection be appointed, the members of which are to be determined at the meeting.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 9 That, subject to obtaining the approval of the Australian Securities & Investments Commission (ASIC) pursuant to section 70-35 of the Insolvency Practice Schedule, the books and records of the Company and of the Liquidators be disposed of by the Liquidators 12 months after the dissolution of the Company, or earlier at the discretion of ASIC.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DATED this day of 2024.

Signature

CERTIFICATE OF WITNESS

This certificate is to be completed only if the person giving the proxy is blind or incapable of writing. The signature of the creditor, contributory, debenture holder or member must not be witnessed by the person nominated as proxy.

I, of
certify that the above instrument appointing a proxy was completed by me in the presence of and at the request of the person appointing the proxy and read to him or her before he or she signed or marked the instrument.

Dated:

Signature of Witness:

Description:

Place of Residence:

* Strike out if inapplicable

(1) If a firm, strike out "I" and set out the full name of the firm.

(2) Insert the name, address and description of the person appointed

Appendix B – Newcoshield DOCA Proposal

Annexure A

Draft Deed of Company Arrangement proposal for Keystone (for discussion and agreement with the Administrators)

Made by Newcoshield Pty Ltd ACN 682 686 951

Capitalised terms used in this DOCA proposal have the meaning as set out in the Dictionary at the end of this proposal, unless defined otherwise.

1	Company or Keystone	Keystone Asset Management Ltd (Receivers and Managers Appointed) (Administrators Appointed) ACN 612 443 008
2	Proponent	The proponent of the DOCA is Newcoshield Pty Ltd ACN 682 686 951
3	Administrators or Receivers and Managers	Jason Tracy and Lucica Palaghia in their capacity as joint and several receivers and joint and several voluntary administrators of the Company
4	Appointment Date	5 September 2024
5	Purpose	<p>The purpose of this proposal is to outline the material terms of the DOCA that the Proponent proposes in respect of the Company and which the Proponent requests the Administrators present to the second meetings of creditors of the Company that is convened and held pursuant to Part 5.3A of the Act.</p> <p>The proposed DOCA is intended to satisfy the objects of Part 5.3A of the Act, including to achieve better outcomes for the creditors of the Company, compared to the expected outcome were the Company to be wound up, and to maximise the chances of the Company, or as much as possible of its operations, continuing in existence.</p> <p>Critically for the Admitted Creditors and the Unitholders and Scheme Investors the DOCA:</p> <ul style="list-style-type: none">• Provides a return of 100 c/\$ to Admitted Creditors from Project Contributions and thereafter provides a forecast distribution of \$3.8m to Unitholders and Scheme Investors from further Project Contributions• Accelerates the Completion of the Projects and the distribution of Project Contributions to Admitted Creditors (who are forecast to be fully repaid by 30 June 2025)• Avoid the foreshadowed litigation regarding the Builders Funds held in the Builders Accounts and subject to the Orders• Facilitates the appointment of the Trustees as SMF's Responsible Entity and ADPF's Trustee to proactively manage and wind down the funds' investments in

		accordance with their respective Product Disclosure Statements
6	Key commercial terms	<p>In accordance with this proposal, the DOCA will contain the following key terms:</p> <ul style="list-style-type: none"> • Court Appointed Receivers and Managers would retire (with Court Approval); • Deed Administrators enter into a License Agreement with the Proponent to manage the Company limited to: <ul style="list-style-type: none"> – Procuring the Company's retirement as SMF's responsible entity and ADPF's trustee and facilitating the engagement of the Trustees as responsible entity/trustee to manage the investments in accordance with the product disclosure statements relevant for each investment class (with a view to winding down SMF and ADPF in the DOCA Period). – Procuring that a payment in the amount of the Refinance Payment is made from the Refinance Facility towards the secured loans made by ADPF to the Project SPVs, and these monies are made available to Unitholders and Scheme Investors. – Procuring that loans made by ADPF to the Project SPVs in respect of each Project up to a value of \$75,361,056 are repaid from the Builders Funds, and these monies are made available to Unitholders and Scheme Investors. • Proponent to procure funding to the Project SPVs under the terms of the Refinance Facility to facilitate Completion of the Projects • Proponent to procure that each Project SPV makes their respective Project Contribution on Completion which the Deed Administrators distribute to the Company's Admitted Creditors on a ratable basis and thereafter make the Project Contributions available to the Unitholders and Scheme Investors. • Proponent to procure that Chiodo Corporation (and each of the other Related Party Creditors) agrees not to participate in any Creditor Distribution under the DOCA • Proponent to provide the initial Advisor Funding sum to the Deed Administrators • Oversight of the Company and the Projects by the Deed Administrators during the DOCA Period with the Proponent undertaking to manage completion and realisation of the Projects through on-market sales processes with realisations being used; <ul style="list-style-type: none"> – Firstly, to repay the Refinance Facility – Secondly, to make the relevant Project Contribution • The Company is to be wound up following Effectuation • Proponent provides the Shortfall Guarantee • Proponent executes the Cooperation Deed
7	Deed Administrators	Scott Langdon and John Mouawad
8	Commencement date	The date of execution of the DOCA contemplated by this Proposal

9	DOCA Consideration	<p>Consideration of the DOCAs will comprise:</p> <ul style="list-style-type: none"> • The payments noted in section 6 (Key commercial terms) above (including each Project Contribution) • The Advisor Funding • The Shortfall Guarantee • The Cooperation Deed
10	Conditions Precedent	<p>The DOCA will contain the following conditions precedent:</p> <ul style="list-style-type: none"> • Execution of the DOCA by all relevant parties; • Advance on the initial Advisor Funding • Execution of the Shortfall Guarantee • Execution of the Cooperation Deed
11	Advisor Funding	<ul style="list-style-type: none"> • The Proponent will fund professional costs during the Deed Period • An initial advance of \$500,000 will allow the Company to pay its professional costs including; <ul style="list-style-type: none"> – Deed Administrator remuneration and legal fees – Any unpaid amounts payable to the Company in respect of the undertaking to pay costs associated with deferral of the second meeting of creditors for 45 business days • Further Advisor Funding to be advanced by the Proponent on an 'as required' basis
12	Shortfall Guarantee	<ul style="list-style-type: none"> • Proponent to provide a guarantee to fund any unfunded amounts in respect of the Project SPV Senior Secured Debt, the amount of the Refinance Payment or the funding required to complete the Projects
13	Cooperation Deed	<p>Prior to execution of the DOCA each of;</p> <ul style="list-style-type: none"> • Proponent • Mr Paul Chiodo • The Related Party Creditors • Voluntary Administrators • Receivers and Managers • ASIC (at ASIC's discretion) • Deed Administrators • Project SPVs <p>execute a deed with the following key terms:</p> <ul style="list-style-type: none"> • Parties to provide / make available historic financial data • Access to management • Weekly report from Deed Administrator / sharing of information
14	Refinance Facility	<ul style="list-style-type: none"> • Under the Refinance Facility the funder will make available \$36,034,118 (excluding reserve accounts and fees) to the Proponent to:

		<ul style="list-style-type: none"> – Repay the Project SPV Senior Secured Debt to the respective Project SPV Senior Secured Creditors (totalling \$17,856,195) – Make the Refinance Payment to ADPF (as above) (totalling \$7,088,250) – Fund Completion of the Projects (totalling \$11,089,674) • The Master Facility Agreement and term sheets are capital endorsed but subject to satisfactory completion of confirmatory due diligence.
15	Moratorium	During the period of operation of the DOCAs, the moratoria in sections 440A, 440B, 440D, 440F and 444E of the Act will apply to all Creditors and members of the Company.
16	Released Claims	<p>Except for the Excluded Claims (which are expressly preserved), Effectuation of the DOCA will release all debts and Claims (whether present or future, certain or contingent, ascertained or sounding only in damages) that would be admissible to proof against the Company if the Company had been wound up and the winding up was taken to have commenced on the date of appointment of the Administrators including:</p> <ul style="list-style-type: none"> • to the extent permissible by law, any fine or penalty that would be provable but for section 553B of the Act; • without limiting the rights of secured creditors under section 444D(2) of the Act, the Claims of secured creditors; and • without limiting the rights of lessors under section 444D(3) of the Act, the Claims of lessors. • Subject to the terms of the DOCA and section 444D of the Act, the DOCA may be pleaded by a Company against any Creditor in bar to any Claim.
17	Preserved Claims	<p>Claims against the Company that will not be released under the DOCA (and which will be continuing obligations of that Company post Completion) will be limited to:</p> <ul style="list-style-type: none"> • the Excluded Claims; • Insured Claims; and • any other Claim that the Proponent nominates in writing to the Deed Administrators as an Excluded Claim prior to execution of the DOCA.
18	Insurance proceeds	Subject to the terms of this proposal, section 562 of the Act is to be incorporated into the DOCA as if references to a liquidator were references to the Deed Administrators and with any other amendments as necessary in the context of the DOCA.
19	Deed Period	The period from Commencement Date to the earlier of Effectuation Date or Termination Date
20	Effectuation / Termination of the DOCA	<p>The DOCA will continue in operation until the earlier of Effectuation or Termination.</p> <ul style="list-style-type: none"> • Effectuation is upon the occurrence of; <ul style="list-style-type: none"> – Payment of the amounts detailed in section 6 above; and

		<ul style="list-style-type: none"> – Completion of the Projects; and – Repayment of the Refinance Facility by the Obligors under that facility; and – Payment of all Advisor Funding and any outstanding sum under payable by the Proponent under the Shortfall Guarantee; and – The winding up of the Company. • Termination may be; <ul style="list-style-type: none"> – by an order of the Court under section 445D of the Act; – by a resolution of the Creditors at a meeting convened under Division 75 of Schedule 2 to the Act (Insolvency Practice Schedule); or – automatically, if the Cooperation Deed and/or Licence Deed are terminated (or become incapable of being completed and the Administrators and the Proponent have not made an alternative agreement).
21	Prescribed provisions	Except to the extent that they are inconsistent with the terms of the DOCA, the provisions of Schedule 8A of the Regulations will apply to the DOCA.
22	444DA employee priority	For the avoidance of doubt, eligible employee creditors will be entitled to a priority at least equal to priority under Section 556, 560 and 561 of the Act.
23	Secured Creditor, and owners / lessors of property	<p>Other than as expressly provided for under the DOCA, the DOCA will not release:</p> <ul style="list-style-type: none"> • any Security held by a Secured Creditor in respect of any Claim; and • any Security interest validly and effectively held by an owner or lessor in property of a Company.
24	Control of the Companies	<p>During the DOCA Period;</p> <ul style="list-style-type: none"> • Deed Administrators have operational and financial of the Company • the Trustees manages and winds down the funds in accordance with the relevant PDS • Proponent has oversight of the Projects
25	Receivers and Managers / Voluntary Administrators	<p>With Court approval the Receivers and Managers retire following execution of the DOCA</p> <p>The Company exits Voluntary Administration of execution of the DOCA.</p>
26	Company records	The Deed Administrators will be entitled to retain copies of (or to retain access to) the Company's records following completion of the DOCA, as is necessary or reasonably desirable for them to properly complete their roles.
27	Variation of DOCA	The DOCA may only be varied by a resolution passed at a meeting of the Creditors of the Company convened in accordance with Division 75 of Schedule 2 to the Act, but only if the variation is not materially different from a proposed variation set out in a notice of meeting.

28	Acknowledgement	The parties acknowledge that the terms set out in this term sheet are subject to the obligations the voluntary administrators have to creditors under law and statute.
29	Governing law	This proposal and the DOCA entered into pursuant to it is governed by the laws of the State of New South Wales.
30	Definitions	<p>In this proposal:</p> <p>Act means the Corporations Act 2001 (Cth).</p> <p>Admitted Claim means a Claim against the Company as adjudicated by the Deed Administrators but excluding Excluded Claims and Related Party Claims.</p> <p>Admitted Creditor means a Creditor who has (or who is entitled to have) an Admitted Claim.</p> <p>ADPF means Advantage Diversified Property Fund</p> <p>Appointment Date has the same meaning as defined in section 4 of this proposal.</p> <p>ASIC means the Australian Securities and Investments Commission</p> <p>Builders Accounts means the accounts subject to the orders made in Federal Court of Australia Proceeding No. VID978/2024</p> <p>Builders Funds means monies totalling \$75,361,056 to be debited in aggregate from the Builders Accounts</p> <p>Claim means any claim, cost, damages, debt, income, expense, tax, royalty, liability, loss, obligation, allegation, suit, action, demand, cause of action, proceedings, penalty (civil, criminal or otherwise), order or judgment of any kind however calculated or caused, howsoever arising in law or equity or under statute against the Company, and whether direct or indirect, future, contingent, consequential, incidental or economic, the circumstances giving rise to which occurred or arose before the Appointment Date, and includes (without limitation):</p> <ol style="list-style-type: none">1. any claim that in a winding up of the Company would be a subordinated claim for purposes of section 563A of the Act;2. any residual unsecured claim held by a Secured Creditor following realisation of its Security; and3. without limiting 1 above, any warrant, option or similar instrument issued by the Company in respect of any of its Shares. <p>Company or Keystone means Keystone Asset Management Ltd ACN 612 443 008 ('Company')</p> <p>Completion means the point when a Project has reached practical completion, and the sale or sales of the Project is/are sufficiently progressed that the Project's Project Contribution can be forecast with an acceptable level of accuracy</p> <p>Completion Date means a date of Completion of a Project</p> <p>Cooperation Deed means the deed described in section 13 above</p>

Creditor means a person who has a Claim against the Company.

Creditor Distribution means the distributions (from time to time) of the Project Contributions to the Admitted Creditors

Deed Period means the period commencing on the Commencement Date and ending on the earlier of the Termination Date or the Effectuation Date. .

DOCAs means a Deed of Company Arrangement for each Company in accordance with Part 5.3A of the Act to be entered into between the Company, the Proponent and the Deed Administrators.

Effectuation Date means the date that the DOCA is effectuated pursuant to section 20 above.

Excluded Claims means any existing liabilities of the Companies that are to be retained post transaction and are not to be compromised which are notified to the Deed Administrators prior to execution of the DOCA.

Insured Claims means any insured Claim notified to and accepted by the Company's insurer before the Appointment Date

Orders means the orders made in Federal Court of Australia Proceeding No. VID978/2024

Projects / Project SPV means:

- 33 Davidson Street, Port Douglas QLD 4877 / 33 Davidson Port Douglas Pty Ltd (ACN 618 858 727)
- 75 Port Douglas Road, Port Douglas QLD 4877 / 75 Port Douglas Road Pty Ltd (ACN 630 681 926)
- 21-23 Norwood Crescent, Moonee Ponds, VIC 3039 / Norwood Ponds (Land) Pty Ltd (ACN 617 075 411)
- 348-350 Warringal Road, Ashburton VIC 3147 / Warrigal Road Ashburton Pty Ltd (ACN 621 641 165)
- 33-35 Nicholson Street, Bentleigh VIC 3204 / Nicholson Street Bentleigh Pty Ltd (ACN 623 115 926)
- 141-145 Augustine Terrace, Glenroy VIC 3046 / Augustine Terrace Glenroy Pty Ltd (ACN 626 000 477)

(Each a Project and together the Projects)

but does not include project that are not forecast to be concluded in an 18-month period from execution of the DOCA, including;

- Ritz Carlton, Fiji
- Medical Centre, Fiji
- K'Gari Development

Project Contribution means a contribution of 15% of each Project SPV's respective profit (calculation methodology to be agreed)

Proponent means Newcoshield Pty Ltd ACN 682 686 951

Project SPV Senior Secured Creditor means a party that is owed a Project SPV Senior Secured Debt

Project SPV Senior Secured Debt means:

- The amount required to repay Trilogy (estimated at \$8.9m)
- The amount required to repay Bowery Capital (estimated at \$2.7m)
- The amount required to repay Asset Line (estimated at \$5.9m)
- The amount required to repay Millbrook (estimated at \$0.4m)

Refinance Facility means the facility (comprising a Master Facility Agreement and six (6) term sheets) under which the funder will make available to the Proponent \$36,034,118 (excluding reserve accounts and fees).

Refinance Payment means the amount of \$7,088,250 payable.

Regulations means Corporations Regulations 2001 (Cth).

Related Party Creditor means each of Project SPV, CF Capital Investments Pty Ltd, Luxurious Resorts (Fiji) Pte Limited and Malana Management Pty Ltd

Related Party Claim means the Claim a Related Party has or is entitled to have

Secured Creditor means any Creditor who has valid and effective Security from the Company for its Claim against the Company.

Security means any security interest or encumbrance of any kind whatsoever, howsoever arising, and includes (without limitation) a security interest registrable under the Personal Property Securities Act 2009 (Cth).

Shortfall Guarantee means the guarantee described in section 12 above

SMF means the Shield Master Fund

Termination Date means the date that the DOCA is terminated pursuant to section 20 above.

Trustee means Melbourne Securities Corporations Limited ACN 160 326 545 subject to final consent to appointment

Unitholders and Scheme Investors means as required persons or entities who hold units in the ADPF or who have invested in the SMF (and who will accordingly recipients of benefit under the DOCA in accordance with their rateable rights under the relevant product disclosure statements)

Annexure B

Correspondence in Support

28 NOVEMBER 2024

Mr Julian Derrick
Korda Mentha
Level 5, Chifley Tower, 2 Chifley Square
Sydney NSW 2000, Australia

Dear Mr Derrick,

In Principle Consent to Proposed Responsible Entity / Trustee Appointment - Shield Master Fund & Advantage Diversified Property Fund (Fund)

We refer to the request from Korda Mentha for Melbourne Securities Corporation Limited ACN 160 326 545 (**MSC Trustees**) to provide consent to be appointed as responsible entity / trustee for the Shield Master Fund & Advantage Diversified Property Fund (**Fund**).

Based on the information we have to date, MSC Trustees provides in principle consent to be appointed, subject to the following terms:

- (i) MSC Trustees having the opportunity to undertake due diligence to its satisfaction in relation to the DOCA and the proposal for the Fund;
- (ii) The incumbent RE and Investment Manager being formally removed and having no further involvement in the Fund;
- (iii) Approval of appointment by the Court or members of the Fund;
- (iv) MSC Trustees to work alongside Korda Mentha for the term of the 18-month wind up;
- (v) Appropriate protections for MSC Trustees in its role, including full indemnification out of scheme assets;
- (vi) Appropriate remuneration and expense reimbursement terms;
- (vii) ASIC is supportive of the appointment of MSC Trustees and does not indicate there are any prohibitions to the proposed role;
- (viii) Ongoing engagement with ASIC regarding formulation and execution of an appropriate wind-up strategy; and
- (ix) involvement of other MSC Group entities such as our administration business for investor communication, reporting and correspondence, as appropriate.

Yours sincerely,



Matthew Fletcher
Managing Director
Melbourne Securities Corporation Limited

Kyle Carless

From: Justin Harding <justinharding@sequoia.com.au>
Sent: Wednesday, 27 November 2024 3:11 PM
To: maadhvi@gmail.com
Cc: Scott Langdon
Subject: In Principle Support

Maadvi,

InterPrac Financial Planning Pty Ltd (InterPrac) are steadfast in their position that the clients that received advice from InterPrac Authorised Representatives to invest into the Shield Masterfunds should have the opportunity to maximise their returns given the situation they now find themselves in. Any decisions relating to the management of the Shield assets should be in member's best interests. We thoroughly respect the regulator, ASIC, in this matter and the administrator, Deloitte and trust they will determine an outcome to the benefit of members.

We understand that Korda Mentha is supporting an arrangement where the property developments within the Shield/Keystone financial environment are refinanced at full, or close to full value.

To that end, we believe the Deed of Company Arrangement, submitted by Korda Menta, should be given due consideration by Deloitte, in the interests of the members.

Kind Regards

Justin Harding LLB(hons) BEco | Head of Legal, Risk and Compliance



Sequoia Financial Group Limited

Level 8, 525 Flinders Street, Melbourne, VIC 3000

PO Box 274, Collins Street West, VIC 8007

M: [0468 934 147](tel:0468934147) T: [03 8548 3333](tel:0385483333)

www.sequoia.com.au

This e-mail and any attachments are confidential and may contain copyright material of Sequoia Financial Group Limited or any of its subsidiaries (together "the Sequoia Financial Group") or third parties. If you are not the intended recipient of this email you should not read, print, re-transmit, store or act in reliance on this e-mail or any attachments, and should destroy all copies of them. The Sequoia Financial Group does not guarantee the integrity of any emails or any attached files. The views or opinions expressed are the author's own and may not reflect the views or opinions of the Sequoia Financial Group.

Sequoia Financial Group subsidiaries providing financial services are Interprac Financial Planning Pty Ltd (AFSL 246638), Sequoia Wealth Management Pty Ltd (AFSL 472387) and Sequoia Asset Management Pty Ltd (AFSL 34106).

Appendix C – Declaration of Independence, Relevant Relationships and Indemnities

Declaration of Independence, Relevant Relationships and Indemnities (DIRRI)

Keystone Asset Management Ltd (ACN 612 443 008) (KAM or the Company)

This document requires the Practitioners appointed to an insolvent entity to make declarations as to:

1. their independence generally;
2. relationships, including:
 - 1.1 the circumstances of the appointment;
 - 1.2 any relationships with the Company and others within the previous 24 months;
 - 1.3 any prior professional services for the Company within the previous 24 months;
 - 1.4 that there are no other relationships to declare; and
3. any indemnities given, or up-front payments made, to the Practitioners.

This declaration is made in respect of ourselves, our partners and Deloitte Australia. In this document, Deloitte Australia means the Australian partnership of Deloitte Touche Tohmatsu and each of the entities under its control, including Deloitte SRT Pty Limited.

This declaration replaces our DIRRI dated 9 September 2024. We consider that this DIRRI is required pursuant to section 436DA(5) of the Corporations Act, 2001, as Jason Tracy and Glen Kanevsky of Deloitte Australia have recently been appointed as receivers and managers of 75 Port Douglas Road Pty Ltd (ACN 630 681 926) (Receivers and Managers Appointed) (**75 Port Douglas**). Further information with respect to this matter is provided throughout this DIRRI.

A. Independence

We, Jason Tracy and Lucica Palaghia of Deloitte have undertaken a proper assessment of the risks to our independence prior to accepting the appointment by the Court as Voluntary Administrators (in replacement of Scott Langdon, John Mouawad and Michael Korda of KordaMentha) of the Company in accordance with the law and applicable professional standards. This assessment identified no real or potential risks to our independence in light of the orders of his Honour, Justice Moshinsky of the Federal Court of Australia (the **Court**) in *Australian Securities and Investments Commission v Keystone Asset Management Ltd (Receivers and Managers appointed) (Administrators appointed) (ACN 612 443 008) and Anor* in VID 536/2024 (**Proceedings**) on 5 September 2024 (**5 September Orders**). We are not aware of any reasons that would prevent us from accepting this appointment.

The Court's reasons for the 5 September Orders are available on the Deloitte website at: <https://www.deloitte.com/au/keystone> and creditors were notified of the 5 September Orders.

B. Declaration of Relationships

Circumstances of appointment

The circumstances leading to our appointment by the Court as Voluntary Administrators of KAM initially arose from the work that we undertook in respect of KAM and the Relevant Associated Entities as listed in Schedule A. In this regard, in this section of our DIRRI, we have provided details of the circumstances which led to this initial work in relation to KAM and the Relevant Associated Entities as listed in Schedule A up until the date of this declaration. We note that following our initial engagement, the Court appointed us, with ASIC's consent, to take control of KAM's bank accounts, supervise KAM's payments and produce a report to ASIC (among other things). The Court then appointed us as Receivers and Managers on the application of ASIC and finally, as Voluntary Administrators. Our previous interactions with KAM were disclosed to the Court and formed the factual basis upon which the Court made the subsequent appointment orders. Since 26 June 2024, we have been under the supervision of the Court and acting in compliance with the Court orders in these Proceedings.

Circumstances of our initial engagement

On 1 February 2024, Jason Tracy was contacted by Samantha Kinsey, Partner of King & Wood Mallesons (**KWM**) who requested that Deloitte Financial Advisory Pty Ltd (**Deloitte**) undertake conflict searches to determine whether Deloitte could provide services in connection with KAM in its capacity as the Responsible Entity for the Shield Master Fund (**SMF**) and in its capacity as Trustee for the Advantage Diversified Property Fund (**ADPF**). KWM were engaged as KAM's legal advisors in relation to KAM's related party arrangements.

Engagement between Deloitte and KWM ("8 February Engagement")

On 8 February 2024, Deloitte was engaged by KWM, on a privileged and confidential basis, for the purpose of providing "...an independent review of the related party arrangements (**Arrangements**) entered into by [KAM] as Trustee for the Shield Master Fund ARSN 650 112 057 (**Shield**) and the Advantage Diversified Property Fund (the **Services**) to assist KWM in providing legal advice to KAM. The purpose of the engagement and scope of the Services was set out in the engagement letter as follows:

"The purpose of the Services is to assist you to advise [KAM] in relation to the Arrangements and whether those Arrangements reflect at least arm's length terms and to extent that those Arrangements do not reflect arm's length terms, providing recommendations in respect of amendments to the Arrangements to ensure (to the extent possible) that they can be properly characterized as arrangements on arm's length terms (the Purpose).

...

The scope of the work is detailed below:

Phase 1: Review of related party arrangements

- Understand the current and proposed Arrangements, including:
 - Entity, legal and security structures

- *Assets held by entity and value of those assets*
- *Key financing and other contractual agreements, including value of loans and amounts outstanding*
- *Management agreements*
- *Value of investor funds and forecast redemption cycles*
- *Review of public disclosure documents*
- *Review and comment on the key terms of the Arrangements, and the extent to which they reflect at least arm's length terms and to extent that those Arrangements do not reflect arm's length terms, providing recommendations in respect of amendments to the Arrangements to ensure (to the extent possible) that they can be properly characterized as arrangements on arm's length terms." [Deloitte did not conclude or provide an opinion in relation to this scope item.]*

Variation to the engagement between Deloitte and KWM ("4 March Variation")

On 4 March 2024, Deloitte and KWM agreed to vary the Services which Deloitte had been engaged to provide pursuant to the engagement letter dated 8 February 2024 discussed above. Pursuant to the variation, Deloitte were engaged to provide the following services on a privileged and confidential basis:

"Shield Master Fund | Verification of Sources and Uses of Funds Under Management

Verify the source and uses of Shield funds under management by:

- i. *Agreeing the funds invested in Shield to Boardroom registry records and bank statements*
- ii. *Where funds have been invested by Shield into ADPF:*
 - a) *Agree the amount invested by Shield to ADPF unit registers and verify payment to bank statements*
 - b) *For each of the loans advanced by ADPF to development SPVs, understand the purpose of each drawdown request by agreeing loan drawdowns to:*
 - *The loan draw down notice*
 - *Supporting documentation for each development cost included in the drawdown notice (such as development cost invoices, land acquisition and other contracts, construction claims)*
 - *Agree payment of the drawdown amount by ADPF to the ADPF bank statements*
 - *For each drawdown amount received by the Developer from ADPF, agree payment of the development cost from the Developer's bank statement to third parties.*
- iii. *Agreeing Shield's investment into the SPW Global Growth Fund, Archangle [sic] Ventures 2022, Fiducial SMA Funds and Direct Listed investments to third party statements*
- iv. *All other Shield fund outflows: Agree outflows to supporting documentation (such as invoices, investment management agreements) and verify payment of the outflows to bank statements."*

Engagement between Deloitte and KAM as the Responsible Entity for the SMF ("4 March Engagement")

On 4 March 2024, Deloitte was engaged by KAM in its capacity as the Responsible Entity for the SMF to provide the following services:

"Verification of loan draw down requests

For each loan draw down request:

1. *Verify the loan draw down amount per the draw down notice to third party invoices*
2. *Confirm that the third party invoice relates to the project to which the draw down has been requested*
3. *For construction invoices, independently verify with the Construction Manager amounts owing to each subcontractor and the project to which they relate*
4. *For development invoices, independently verify with the Development Manager amounts owing to each consultant and the project to which they relate*

5. *On a weekly basis, once loan funds have been advanced from ADPF to the related party development entity, reconcile payment of the third party invoices to the Developer bank statements*

The scope of the work contained within our 8 February Engagement, 4 March Variation and 4 March Engagement was provided to the Court before all of our appointments made by Orders of the Court.

Work undertaken pursuant to the Court Orders dated 26 June 2024 in the matter of ASIC -v- Keystone and another, Paul Anthony Chiodo in Proceeding No. VID536/2024 in the Federal Court of Australia (“26 June Orders”)

On 17 June 2024, ASIC applied to the Court in the Proceedings for, among other things, appointment of receivers and managers to the property of the SMF, ADPF and Quantum PE Fund.

Pursuant to the 26 June Orders (which were made by the Court with the consent of ASIC), we were:

1. *“... appointed, jointly and severally without giving security, to have full control of any bank account held in the name of the [KAM], the Shield Master Fund, or beneficially held by either, until further order.”*
2. *Required to “... validate ...” whether “the First Defendant is permitted to enter into ... transactions as validated ... in accordance with paragraph (a) of the Undertaking above (**Permitted Transactions**)”*
3. *Required to “provide a weekly report to the Plaintiff [ASIC] each Friday listing all Permitted Transactions entered into by the First Defendant during that week and identifying any rejected transactions;”*
4. *Required to “... provide to the Plaintiff [ASIC] by 23 July 2024 a report ... on the financial position of the Shield Master Fund and the Advantage Diversified Property Fund.”*

Subsequent to 26 June 2024, in addition to undertaking work to comply with the 26 June 2024 Orders, Deloitte has also undertaken work to:

- Review and respond to queries from ASIC with respect to information disclosed within the report which we prepared with respect to the financial position of the SMF and the ADPF as required by the abovementioned court orders, and
- Collating records to comply with a notice to produce documents which was provided to us by ASIC. This notice requested documents which related to the report which we prepared with respect to the financial position of the SMF and the ADPF as required by the abovementioned court orders.

A copy of the 26 June 2024 Orders is attached.

ASIC’s application for appointment of receivers to the property of the Funds was listed for hearing on 27 August 2024.

Work undertaken pursuant to the Court Orders dated 27 August 2024 in the matter of ASIC -v- Keystone and another, Paul Anthony Chiodo in Proceeding No. VID536/2024 in the Federal Court of Australia (“27 August Orders”)

At the hearing in the Proceeding on 27 August 2024, ASIC sought orders appointing us as Receivers and Managers (**Receivers**) of KAM in its capacity as the Responsible Entity for the Shield Master Fund, Trustee for the Advantage Diversified Property Fund and Trustee of the Quantum PE Fund (being the **Relevant Capacities**). The application was opposed by KAM who sought a two-week adjournment of the hearing to explore alternative options.

ASIC was successful in its application and, pursuant to the Court Orders dated 27 August 2024 in the Proceedings, we were appointed court appointed Receivers and Managers of KAM in its capacity as the Responsible Entity for the Shield Master Fund, Trustee for the Advantage Diversified Property Fund and Trustee of the Quantum PE Fund (being the **Relevant Capacities**) for the purposes of:

- “a. identifying, collecting and securing the Property of [KAM] held in any of its Relevant Capacities;*
- b. ascertaining the amount of the Investor Funds received by [KAM];*
- c. identifying any dealings with, payments of, distributions of or uses made of the Investor Funds by [KAM];*
- d. identifying any Property purchased or acquired, directly or indirectly, with Investor Funds; and*
- e. recovering Investor Funds”*

for the purpose of attaining the objectives set out above, the Court granted the Receivers with the powers set out in Sections 420(1) and (2)(a), (b), (e), (f), (g), (h), (j), (k), (n), (p), (q), (r), (t) and (u) of the Corporations Act 2001 (Cth), and with a power to apply to the Court for directions or further orders. The 27 August Orders did not extend to the sale of any property of KAM without prior leave of the Court.

This appointment is ongoing as at the date of this DIRRI. A copy of the 27 August Orders is attached.

Prior professional services in respect of KAM

We have provided the professional services set out in the table below in the 24 months prior to acceptance of this appointment. On the bases set out for each engagement below, we do not consider that these prior services (whether individually or collectively) hamper, impede or influence our capacity to fully discharge the statutory and fiduciary obligations associated with the external administration of KAM in light of the 5 September 2024 Orders.

1. 8 February Engagement and 4 March 2024 Variation

Details		Reasons why there is no conflict of interest or duty
Services	Services rendered in relation to the 8 February Engagement and 4 March Variation described above	<ul style="list-style-type: none"> The engagement involved undertaking an independent review of the related party arrangements entered into by KAM in its role as Responsible Entity for the Shield Master Fund and the Advantage Diversified Property Fund, and the development of a ‘sources and uses’ analysis of the funds controlled by KAM in its capacity as Responsible Entity of the Shield Master Fund based on company and third-party records (such as bank statements). While the 8 February Engagement letter originally anticipated that Deloitte would provide recommendations in respect of amendments to the related party arrangements to ensure that they could
Parties	KWM and Deloitte	
Date of commencement and completion	Work commenced on 8 February 2024, and the engagement was terminated on 26 June 2024	
Fees	<p>Deloitte billed a total of \$796,075 (excluding GST) to KWM for these services and has since reduced this amount by \$44,649 (excluding GST).</p> <p>Deloitte received \$751,426 (excluding GST) in relation to these services, \$701,075 (excluding GST) of which was received within the last 6 months).</p>	

Details		Reasons why there is no conflict of interest or duty
		<p>be properly characterised as arrangements on arm's length terms, we did not conclude or provide an opinion in relation to this scope item.</p> <ul style="list-style-type: none"> At no time did Deloitte have any responsibility for any financial and/or management functions of the Company. Deloitte was not responsible for the creation or modification of any related party arrangements. Deloitte was not responsible for the creation or modification of any financial records of the Company. We do not expect any of the work done would be subject to review or challenge during the course of the Administration or in the event of the Company's liquidation, due to the nature of the engagement. Deloitte undertakes work from time to time referred to us on behalf of KWM, as do insolvency practitioners from other firms. This includes the appointment of Deloitte registered liquidators to companies as a formal appointment where KWM has asked us to consent to act. We have not identified any issue in relation to this relationship that would give rise to a conflict in undertaking the administration of the Company. This relationship does not impact our independence. Referrals from lawyers, accountants, business advisors and government agencies are commonplace and do not affect our independence in discharging our duties as voluntary administrators.

2. 4 March Engagement

Details		Reasons why there is no conflict of interest or duty
Services	Services rendered in relation to the 4 March Engagement described above	<ul style="list-style-type: none"> The engagement involved certain matching and confirmation procedures relating to draw-down requests received by KAM in its capacity as Responsible
Parties	KAM and Deloitte	

Details		Reasons why there is no conflict of interest or duty
Date of commencement and completion	Work commenced on 4 March 2024, and work was completed by 6 March 2024	<p>Entity for the Shield Master Fund to third party invoices and other documents supporting the draw-down amount.</p> <ul style="list-style-type: none"> • Deloitte was not responsible for the creation or modification of any financial records of the Company. • We do not expect any of the work done would be subject to review or challenge during the course of the Administration or in the event of the Company's liquidation, due to the nature of the engagement. • We have not identified any issue in relation to this relationship that would give rise to a conflict in undertaking the administration of the Company. The relationship has not impacted our independence.
Fees	<p>Deloitte billed a total of \$5,113 (excluding GST) to KAM for these services.</p> <p>Deloitte received \$5,113 (excluding GST) in relation to these services (all of which was received within the last 6 months).</p>	

3. 26 June Orders

Details		Reasons why there is no conflict of interest or duty
Services	Services rendered in relation to the 26 June Orders as noted above.	<ul style="list-style-type: none"> • This engagement was undertaken by Order of the Federal Court of Australia in Proceeding No. VID536/2024. • Full disclosure of our prior work and relationship to the KAM and the Relevant Associated Entities listed in Appendix A was provided to the Court and the Plaintiff (ASIC) prior to the Orders being made. • The Orders were consented to by ASIC and were pursuant to the Court hearing. • The Orders provided us with control over certain bank accounts operated by KAM and required us to independently report to ASIC on the financial position of the Shield Master Fund and the Advantage Diversified Property Fund. • While Deloitte had control over certain bank accounts, we were not responsible for management of the business and its affairs, but rather, we were responsible to the Court. • Deloitte was not responsible for the creation or modification of any financial records of the Company.
Parties	Deloitte	
Date of commencement and completion	Work commenced immediately upon the Court orders being made on 26 June 2024. Deloitte's report to the Court was delivered on 27 July 2024. Our control of the relevant bank accounts remained in place until 4pm on 28 August 2024 .	
Fees	<p>Under the terms of the 26 June Orders, Deloitte fees are required to be approved by the Court prior to payment.</p> <p>At this stage, we have not sought approval of our fees in this engagement from the Court however this will be done in due course.</p>	

Details		Reasons why there is no conflict of interest or duty
		<ul style="list-style-type: none"> We do not expect any of the work done would be subject to review or challenge during the course of the Administration or in the event of the Company's liquidation, due to the nature of the engagement. We have not identified any issue in relation to this relationship that would give rise to a conflict in undertaking the administration of the Company. The relationship has not impeded our independence.

4. 27 August 2024 Orders

Details		Reasons why there is no conflict of interest or duty
Services	Services rendered in relation to the 27 August Orders described above	<ul style="list-style-type: none"> This engagement was undertaken by Order of the Federal Court of Australia in Proceeding No. VID536/2024. Our appointment pursuant to the Orders was sought by ASIC. Full disclosure of our prior relationship to the KAM and the Relevant Associated Entities listed in Appendix A was provided to the Court and the Plaintiff (ASIC) prior to the orders being made. The Orders provided us with control over KAM in its capacity as the Responsible Entity of Shield Master Fund only. The purpose and scope of the engagement is aligned to the Voluntary Administration process in terms of identifying, protecting and securing KAM's assets. We do not expect any of the work done would be subject to review or challenge during the course of the Administration or in the event of the Company's liquidation, due to the nature of the engagement. We have not identified any issue in relation to this relationship that would give rise to a conflict in undertaking the administration of the Company. The relationship has not impeded our independence.
Parties	Deloitte	
Date of commencement and completion	Work commenced immediately upon the stay on the 27 August Orders being lifted at 4pm on 28 August 2024 and now continues in parallel to the Voluntary Administration appointment.	
Fees	<p>Under the terms of the 27 August Orders, Deloitte's fees are required to be approved by the Court prior to payment.</p> <p>At this stage, we have not sought approval of our fees in this engagement from the Court however expect this will be done in due course.</p>	

Relevant relationships (excluding Professional Services to the Company)

We, or a member of our firm, have, or have had within the preceding 24 months, a relationship with KordaMentha, the firm of which the former Voluntary Administrators of the Company are Partners. Details of the nature of this relationship and the reasons it does not result in a conflict of interest are below:

Name	Nature of relationship	Reasons why this relationship does not result in a conflict of interest
KordaMentha	<p>Partners of KordaMentha were formerly appointed as Voluntary Administrators of the Company.</p> <p>Deloitte Australia has undertaken a number of GST advisory engagements referred to us by KordaMentha in the usual course of business.</p>	<p>We do not consider previous GST advisory engagements for KordaMentha to present a conflict as there is no connection between these engagements and the Company.</p> <p>The provision of GST advisory services to KordaMentha brings about a commercial relationship that in our opinion does not present a conflict or impediment as it does not impact upon the position of the Company.</p> <p>We are not paid any commissions, inducements or benefits to undertake any engagements for KordaMentha and do not consider ourselves to be bound or in any way obligated to deliver a favourable outcome to any party.</p> <p>Therefore, there is no relationship with KordaMentha which in our view would restrict us from properly exercising our judgment and duties in relation to the appointment.</p>

As detailed earlier in this DIRRI, on 28 November 2024, Jason Tracy and Glen Kanevsky were appointed as receivers and managers of 75 Port Douglas. Jason Tracy and Glen Kanevsky are Partners of our firm and Jason Tracy is also one of the appointed voluntary administrators of KAM and one of the appointed Receivers of KAM in its capacity as the Responsible Entity for the Shield Master Fund, Trustee for the Advantage Diversified Property Fund and Trustee of the Quantum PE Fund pursuant to the 27 August Orders. Details of the nature of this relationship and the reasons it does not result in a conflict of interest are below:

Name	Nature of relationship	Reasons why this relationship does not result in a conflict of interest
75 Port Douglas	<p>On 28 November 2024, Jason Tracy and Glen Kanevsky were appointed as receivers and managers of 75 Port Douglas.</p> <p>Jason Tracy and Glen Kanevsky are Partners of our firm and Jason Tracy is also one of the appointed voluntary administrators of KAM and one of the appointed Receivers of KAM in its capacity as the Responsible Entity for the Shield Master Fund, Trustee for the</p>	<p>We do not consider the appointment of Partners of Deloitte as receivers and managers to 75 Port Douglas whilst Partners of Deloitte are simultaneously acting as Receivers of KAM in its capacity as the Responsible Entity for the Shield Master Fund, Trustee for the Advantage Diversified Property Fund and Trustee of the Quantum PE Fund pursuant to the 27 August Orders to represent a conflict.</p> <p>It is our view that the simultaneous appointments described above, will have practical benefits as efficiencies may be gained by virtue of the knowledge of 75 Port Douglas' affairs which have been attained over the course of our appointment as Receivers of KAM in its capacity as</p>

Name	Nature of relationship	Reasons why this relationship does not result in a conflict of interest
	<p>Advantage Diversified Property Fund and Trustee of the Quantum PE Fund pursuant to the 27 August Orders.</p> <p>The books and records of the Advantage Diversified Property Fund (ADPF) disclose that a convertible note had been provided to 75 Port Douglas by the ADPF prior to the appointment of Receivers to KAM. The draft management account balance sheet for the ADPF disclosed that an amount of \$175,860,958.97 was owed to the ADPF by 75 Port Douglas as at 31 May 2024.</p> <p>Jason Tracy and Glen Kanevsky were appointed as receivers and managers of 75 Port Douglas by KAM in its capacity as trustee for the ADPF as part of the Receivers actions to recover the assets of the ADPF pursuant to the 27 August Orders.</p>	<p>the Responsible Entity for the Shield Master Fund, Trustee for the Advantage Diversified Property Fund and Trustee of the Quantum PE Fund pursuant to the 27 August Orders.</p> <p>In the event that there are any disputes with respect to any dealings between 75 Port Douglas, KAM, the ADPF or any other relevant entity, which give rise to a conflict, we will undertake to disclose any such conflicts to creditors and, if appropriate, seek Court directions or other relief as may be necessary.</p> <p>In light of the above, we do not consider that the appointment of Jason Tracy and Glen Kanevsky as receivers and managers of 75 Port Douglas on 28 November 2024 prevents us from properly exercising our judgment and duties in relation to our appointment as voluntary administrators of KAM.</p>

No other relevant relationships to disclose

There are no other known relevant relationships, including personal, business and professional relationships, from the previous 24 months with the Company, an associate of the Company, a former insolvency practitioner appointed to the Company or any person or entity that has security over the whole or substantially whole of the Company's property that should be disclosed.

C. Indemnities and up-front payments

We have not been provided with any indemnities, other than any indemnities which may be available to us under statute, and we have not received any up-front payments in respect of our remuneration or disbursements.

DATED this 30th day of November 2024



Jason Tracy
Partner
Deloitte



Lucica Palaghia
Partner
Deloitte

Notes:

1. If circumstances change, or new information is identified, we are required under the Corporations Act 2001 (Cth) and the ARITA Code of Professional Practice to update this Declaration and provide a copy to creditors with our next communication as well as table a copy of any replacement declaration at the next meeting of the insolvent's creditors.
2. Any relationships, indemnities or up-front payments disclosed in the DIRRI must not be such that the Practitioner is no longer independent. The purpose of Components 1, 2 and 3 of the DIRRI is to disclose relationships that, while they do not result in the Practitioner having a conflict of interest or duty, ensure that creditors are aware of those relationships and understand why the Practitioner nevertheless remains independent.

Schedule A – Details of KAM and its Relevant Associated Entities

Company Name	ACN / ARSN
Keystone Asset Management Ltd	612 443 008
Keystone Asset Management Ltd in its capacity as the Responsible Entity for the Shield Master Fund	650 112 057
Keystone Asset Management Ltd in its capacity as the trustee for the Advantage Diversified Property Fund	-
Keystone Asset Management Ltd in its capacity as the trustee for the Quantum PE Fund	-



Deloitte refers to one or more of Deloitte Touche Tohmatsu Limited, a UK private company limited by guarantee, and its network of member firms, each of which is a legally separate and independent entity. Please see www.deloitte.com/au/about for a detailed description of the legal structure of Deloitte Touche Tohmatsu Limited and its member firms.

The entity named herein is a legally separate and independent entity. In providing this document, the author only acts in the named capacity and does not act in any other capacity. Nothing in this document, nor any related attachments or communications or services, have any capacity to bind any other entity under the 'Deloitte' network of member firms (including those operating in Australia).

About Deloitte

Deloitte provides audit, tax, consulting, and financial advisory services to public and private clients spanning multiple industries. With a globally connected network of member firms in more than 150 countries, Deloitte brings world-class capabilities and high-quality service to clients, delivering the insights they need to address their most complex business challenges. Deloitte's approximately 200,000 professionals are committed to becoming the standard of excellence.

About Deloitte Australia

In Australia, the member firm is the Australian partnership of Deloitte Touche Tohmatsu. As one of Australia's leading professional services firms, Deloitte Touche Tohmatsu and its affiliates provide audit, tax, consulting, and financial advisory services through approximately 6000 people across the country. Focused on the creation of value and growth, and known as an employer of choice for innovative human resources programs, we are dedicated to helping our clients and our people excel. For more information, please visit our web site at www.deloitte.com.au.

Liability limited by a scheme approved under Professional Standards Legislation.

Member of Deloitte Touche Tohmatsu Limited

© 2024 Deloitte Touche Tohmatsu