

**s u m m e r s l e g a l**

writer / darryl kipping
date / 24 January 2011

email / darryl.kipping@summerslegal.com.au
our ref / DK:103540(Viento)

direct / 9420 8291
your ref /

fax / 1300 135 638

ASX Limited
Level 8, Exchange Plaza
2 The Esplanade
PERTH WA 6000

Attention: Company Announcements

Dear Sir/Madam

**VIENTO GROUP LIMITED (ASX CODE: VIE)
NOTICE OF INITIAL SUBSTANTIAL HOLDER
NOTICE OF CHANGE OF INTERESTS OF SUBSTANTIAL HOLDER
DELTA ACE PTY LTD AND MAMMOTH NOMINEES PTY LTD**

I act on behalf of Delta Ace Pty Ltd and Mammoth Nominees Pty Ltd.

Please find enclosed the documents listed below issued to Viento Group Limited today following the orders of the Takeovers Panel of 19 January 2011 and their finding of an association (which my clients deny) with Timebuild Pty Ltd and others:

1. Covering letter.
2. Form 603 Notice of initial substantial holder. This notice is issued on behalf of both Delta Ace Pty Ltd and Mammoth Nominees Pty Ltd. It is issued as a replacement to that issued by Delta Ace Pty Ltd on 27 January 2010 given such notice did not record any of the associations.
3. Form 604 Notice of Change of Interest of Substantial Holder.

Your faithfully

Darryl Kipping
s u m m e r s l e g a l

0012FX ASX

enc

**s u m m e r s l e g a l**

writer / darryl kipping
date / 24 January 2011

email / darryl.kipping@summerslegal.com.au
our ref / DK:103540(Viento)

direct / 9420 8291
your ref /

fax / 03 9866 7029

Viento Group Limited
Level 3, 11 Queens Road
MELBOURNE VIC 3004

Attention: **David Wright, Company Secretary**

Dear Mr Wright

**NOTICE OF INITIAL SUBSTANTIAL HOLDER
NOTICE OF CHANGE OF INTERESTS OF SUBSTANTIAL HOLDER
DELTA ACE PTY LTD AND MAMMOTH NOMINEES PTY LTD**

I act on behalf of Delta Ace Pty Ltd and Mammoth Nominees Pty Ltd.

Please find **enclosed** the documents referred to below, issued following the orders of the Takeovers Panel of 19 January 2011 and their finding of an association (which my clients deny) with Timebuild Pty Ltd and others:

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2. Form 604 Notice of Change of Interest of Substantial Holder.

Your faithfully

Darryl Kipping
s u m m e r s l e g a l

0011FX Viento

cc: ASX
enc

Form 603Corporations Act 2001
Section 671B**Notice of initial substantial holder**To Company Name/Scheme VIENTO GROUP LIMITEDACN/ARSN 000 714 054**1. Details of substantial holder (1)**Name DELTA ACE PTY LTD & MAMMOTH NOMINEES PTY LTD
ACN/ARSN (if applicable) 126 839 094 101 717 177The holder became a substantial holder on 12/15/09**2. Details of voting power**

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
<u>ORDINARY</u>	<u>10,934,624</u>	<u>10,934,624</u>	<u>23.11%</u>

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
<u>SEE ANNEXURE A</u>		

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
<u>SEE ANNEXURE A</u>			

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
<u>SEE ANNEXURE A</u>				

6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

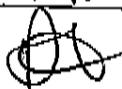
Name and ACN/ARSN (if applicable)	Nature of association
SEE ANNEXURE A	

7. Addresses

The addresses of persons named in this form are as follows:

Name	Address
SEE ANNEXURE A	

Signature

print name DARCY KIPPING capacity SOLICITOR & AGENT
 sign here  date 24 / 01 / 11

DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
 - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown".
- (9) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

ANNEXURE A

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of Relevant Interest	Class and # of Securities
Delta Ace	Purchaser (see Annexure C for Sale Agreement).	4,201,120
Samantha Ferguson-Smith	Power to dispose and exercise voting rights upon acquisition of the securities by Delta Ace.	4,201,120
Mammoth Nominees	Power to control the disposal and exercise of voting rights upon acquisition of the securities by Delta Ace.	4,201,120
Allen Caratti	Power to control the disposal and exercise of voting rights upon acquisition of the securities by Delta Ace.	4,201,120
IOCWA	Holder of the securities.	74,624
Allen Caratti	Power to control the disposal and exercise of voting rights of the securities held by IOCWA.	74,624
Tina Bazzo	Power to control the disposal and exercise of voting rights of the securities held by IOCWA.	74,624
Timebuild	Beneficial owner (see Annexure D for Sale Agreement)	6,658,880
Merrill Lynch	Holder of the securities	6,658,880
Michael Carter	Power to dispose and exercise voting rights of the securities owned by Timebuild.	6,658,880
Gucce Holdings	Power to dispose and exercise voting rights of the securities owned by Timebuild.	6,658,880
Tina Bazzo	Power to dispose and exercise voting rights of the securities owned by Timebuild.	6,658,880

* All securities are ordinary shares

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered Holder of securities	Class and # of Securities
Delta Ace	Bydand Capital	4,201,120
Samantha Ferguson-Smith	Bydand Capital	4,201,120
Mammoth Nominees	Bydand Capital	4,201,120
Allen Caratti	Bydand Capital	4,201,120
IOCWA	IOCWA	74,624
Allen Caratti	IOCWA	74,624
Tina Bazzo	IOCWA	74,624
Timebuild	Merrill Lynch	6,658,880
Merrill Lynch	Merrill Lynch	6,658,880
Michael Carter	Merrill Lynch	6,658,880
Gucce Holdings	Merrill Lynch	6,658,880
Tina Bazzo	Merrill Lynch	6,658,880

* All securities are ordinary shares

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the date that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of Acquisition	Consideration		Class and # of Securities
		Cash	Non Cash	
Mammoth Group; Samantha Ferguson-Smith;	Pending, settlement due 3/8/2009 for 2,781,120 securities and 8/11/2009 1,420,000 securities (see Annexure C)	\$252,067.20 (in total)	Nil	4,201,120

IOCWA Group	21/11/2008	\$412.92	Nil	8,123
	10/12/2008	\$1,844.53	Nil	59,501
	10/01/2009	\$217.00	Nil	7,000
Gucce Group Merrill Lynch Michael Carter	22/05/2009	\$399,532.80	Nil	6,658,880

NB: The class of all securities are ordinary shares

6. Associates

The Reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Holder of relevant interest	Nature of Associations
Delta Ace	Holder of the securities
Samantha Ferguson-Smith	Sole director and sole shareholder (on trust for Mammoth Nominees) of Delta Ace
Mammoth Nominees	Beneficial owner of all shares in Delta Ace
Allen Caratti	Sole director and shareholder of Mammoth Nominees
IOCWA	Deemed an associate pursuant to the Panel Orders
Tina Bazzo	Deemed an associate pursuant to the Panel Orders
Timebuild	Deemed an associate pursuant to the Panel Orders
Merrill Lynch	Holder of the securities of Timebuild as its nominee
Michael Carter	Deemed an associate pursuant to the Panel Orders
Gucce Holdings	Deemed an associate pursuant to the Panel Orders

7. Addresses

The addresses of the persons named in this form are as follows:

Holder of relevant interest	Address
Delta Ace	PO Box 6913, East Perth, WA 6892
Samantha Ferguson-Smith	127A Moreing Road, Attadale, WA 6156
Mammoth Nominees	PO Box 6913, East Perth, WA 6892
Allen Caratti	48 Wickham Street, East Perth, WA 6004
IOCWA	48 Wickham Street, East Perth, WA 6004
Tina Bazzo	48 Wickham Street, East Perth, WA 6004
Merrill Lynch	Level 19/120 Collins Street, Melbourne VIC 3000
Timebuild	PO Box 1051, West Perth, WA 6892
Michael Carter	PO Box 1051, West Perth, WA 6892
Gucce Holdings	Suite 4B, 176 Main Street, Osborne Park, WA 6017

Interpretation

For the purpose of this Annexure A

- a) A word not defined below however defined in the Panel Orders, has the meaning given in the Panel Orders
- b) "ASIC" means Australian Securities & Investments Commission, Anthony Michael D'Aloisio and the Commonwealth of Australia.
- c) "Bazzo Group" means Tina Bazzo, Guce Holdings and Timebuild;
- d) "Caratti Group" means Allen Caratti, Delta Ace and Mammoth Nominees;
- e) "IOCWA Group" means Tina Bazzo, Allen Caratti and IOCWA;
- f) "Merrill Lynch" means Merrill Lynch (Aust) Nominees Pty Limited ACN 003 925 031 <Berndale A/C>;
- g) "Panel Orders" means the orders forming Annexure B issued by the Takeovers Panel on 19 January 2011.

ANNEXURE "B"

I certify that this is a true and correct copy



Australian Government

Takeovers Panel

Annexure A

CORPORATIONS ACT
SECTION 657D
ORDERS

DARRYL KIPPING
summers legal
Level 2, 56 Ord Street
WEST PERTH WA 6005

A person who is, and has been for at least 2 years, an Australian legal practitioner (within the meaning of the *Legal Profession Act 2008*).

KLINGSTROMS
SOL

VIENTO GROUP LIMITED

The Panel made a declaration of unacceptable circumstances on 13 January 2011.

THE PANEL ORDERS

Divestment order

1. The Sale Shares are vested in the Commonwealth on trust for Delta Ace, Guccce Holdings, Mammoth Nominees, IOCWA and Timebuild respectively.
2. ASIC must:
 - (a) sell the Sale Shares in accordance with these orders and
 - (b) account to Delta Ace, Guccce Holdings IOCWA, Mammoth Nominees and Timebuild respectively for the proceeds of sale, net of the costs, fees and expenses of the sale and any costs, fees and expenses incurred by ASIC and the Commonwealth (if any).
3. ASIC must:
 - (a) retain an Appointed Seller to conduct the sale and
 - (b) instruct the Appointed Seller -
 - (i) to use the most appropriate sale method to secure the best available sale price for the Sale Shares that is reasonably available at that time in the context of complying with these orders, including the stipulated timeframe for the sale
 - (ii) to provide to ASIC a statutory declaration that, having made proper inquiries, the Appointed Seller is not aware of any interest, past, present, or prospective which could conflict with the proper performance of the Appointed Seller's functions in relation to the disposal of the Sale Shares
 - (iii) unless the Appointed Seller sells Sale Shares on market, that it obtain from any prospective purchaser of Sale Shares a statutory declaration that the prospective purchaser is not associated with any of the Associated Parties

- (iv) that none of the Associated Parties may directly or indirectly purchase any of the Sale Shares, except to the extent that they are allowed to acquire additional shares under item 9(b) of s611 and the Appointed Seller sells those shares on market and
- (v) to dispose all the Sale Shares within 3 months from the date of its engagement.

4. Viento and the Associated Parties must do all things necessary to give effect to these orders, including:
 - (a) doing whatever is necessary to ensure that the Commonwealth is registered with title to the Sale Shares in the form approved by ASIC and
 - (b) until the Commonwealth is registered, complying with any request by ASIC in relation to the Sale Shares.
5. The Associated Parties must not otherwise dispose of, transfer, charge or vote any Sale Shares (except those acquired on market under paragraph 3(b)(iv)).
6. Until completion of orders 1 - 5:
 - (a) IOCWA can only exercise voting rights over 74,624 Viento shares
 - (b) Timebuild can only exercise voting rights over 5,757,654 Viento shares and
 - (c) Delta Ace can only exercise voting rights over 3,632,636 Viento shares.
7. None of the Associated Parties may take into account any relevant interest or voting power that any of them or their respective associates had, or have had, in the Sale Shares, when calculating the voting power referred to in Item 9(b) of s611 of the *Corporations Act 2001* (Cth), of a person six months before an acquisition exempted under Item 9 of s611. Any Sale Shares acquired on market under paragraph 3(b)(iv) must be taken into account in any subsequent calculation for item 9 purposes, taking the date of acquisition as the date they were acquired on market under paragraph 3(b)(iv).

Substantial holding disclosure order

8. Each of the Associated Parties must as soon as practicable give notice of their combined substantial holding as required under Part 6C.1 in relation to their voting power in Viento and their association, including disclosing:
 - (a) the name of each associate who has a relevant interest in voting shares in Viento
 - (b) the nature of their association with each associate
 - (c) the relevant interest of each associate and
 - (d) details of any relevant agreement through which they have a relevant interest Viento shares.

Interpretation

9. In these orders:

Term	Meaning
Appointed Seller	An investment bank or stock broker
ASIC	Australian Securities and Investments Commission, as agent of the Commonwealth
Associated Parties	Ms Tina Bazzo, Mr Allen Caratti, Mr Michael Carter, Ms Samantha Ferguson-Smith, Timebuild, Delta Ace, Mammoth Nominees, Guce Holdings and IOCWA or any of their associates
Delta Ace	Delta Ace Pty Ltd
Guce Holdings	Guce Holdings Pty Ltd, itself and as trustee of the Guce Holdings Trust
IOCWA	Indian Ocean Capital (WA) Pty Ltd, itself and as trustee of the Indian Ocean Superannuation Fund
Mammoth Nominees	Mammoth Nominees Pty Ltd
On market	in the ordinary course of trading on Australian Stock Exchange and not by crossing or special crossing
Sale Shares	The following shares in Viento: 568,484 shares held by Delta Ace 3,000 shares held by Guce Holdings 393,556 shares held IOCWA 3,148,349 shares held by Mammoth Nominees 901,226 shares held by Timebuild
Timebuild	Timebuild Pty Ltd
Viento	Viento Group Ltd

Alan Shaw
Counsel
with authority of Byron Koster
President of the sitting Panel
Dated 19 January 2011

ANNEXURE "C"

I certify that this is a true and correct copy



HopgoodGanim
LAWYERS

DARRYL KIPPING
summerslegal
Level 2, 56 Ord Street
WEST PERTH WA 6005

A person who is, and has been for at least 2
years, an Australian legal practitioner (within
the meaning of the *Legal Profession Act 2008*).

Agreement for Sale of Shares

Delta Ace Pty Ltd ACN 126 839 094

Bydand Capital Pty Ltd ACN 116 187 190

Contact - Emily De Roo, Nicole Redice, n.redice@hopgoodganim.com.au@hopgoodganim.com.au

Level 9 Waterfront Place, 1 Eagle Street
Brisbane Qld 4000 Australia

T +61 7 3024 0000
F +61 7 3024 0300

PO Box 7822, Waterfront Place Qld 4002 Australia

E contactus@hopgoodganim.com.au

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www.hopgoodganim.com.au

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Agreement for Sale of Shares



Date

12 MAY 2009

Parties

Delta Ace Pty Ltd ACN 126 839 094 of C/- Joe Catenacci Accountants, Unit 4B, 176 Main Street, Osbourne Park, Perth, Western Australia (Purchaser)

Bydand Capital Pty Ltd ACN 116 187 190 of Level 15, Waterfront Place, 1 Eagle Street, Brisbane, Queensland 4000 (Vendor)

Whereas:

- A. The Vendor is the holder of Shares in the Company.
- B. The Vendor has agreed to sell to the Purchaser and the Purchaser has agreed to purchase Shares in the Company, on the terms and conditions set out in this Agreement.

It is agreed

1. Definitions and Interpretation

1.1 In this Agreement:

- (a) **Bank** means a bank carrying on business under the laws of the Commonwealth of Australia or of the State of Queensland;
- (b) **Business Days** means a day on which trading banks are open for business at Brisbane in the State of Queensland;
- (c) **Company** means Viento Group Limited ACN 000 714 054;
- (d) **Completion Date** means:
 - (1) 3 August 2009 for the First Tranche; and
 - (2) 8 November 2009 for the Second Tranche.
- (e) **Corporations Act** means the *Corporations Act 2001 (Cth)*;
- (f) **First Tranche** means 2,781,120 fully paid ordinary shares in the Company;
- (g) **HopgoodGanim** means HopgoodGanim Lawyers, Level 8 Waterfront Place, 1 Eagle Street, Brisbane, Queensland 4000;
- (h) **Lien or Liens** means all or any liens, mortgages, pledges, conditional sale agreements, security interests, restrictions, charges, claims, options, encumbrances, proxies or rights of third parties of every kind and nature;
- (i) **Person** includes any corporation, partnership, trust, joint venture, unincorporated association or other entity;

Agreement for Sale of Shares



- (j) **Purchase Price** means:
 - (1) \$166,867.20 for the First Tranche; and
 - (2) \$85,200.00 for the Second Tranche;
- (k) **Second Tranche** means 1,420,000 fully paid ordinary shares in the Company;
- (l) **Securities** shall have the meaning ascribed to that term in the *Corporations Act* and **security** shall have a corresponding meaning, where the context permits or requires;
- (m) **Share Registry** means the share registry of the Company being Security Transfer Register Pty Limited of 770 Canning Highway, Applecross, Western Australia 6153;
- (n) **Shares** means both the First and Second Tranche, being 4,201,120 fully paid ordinary shares in the Company;
- (o) **Tranche** means the First Tranche or the Second Tranche as the case may be;
- (p) **summerslegal** means summerslegal of Level 2, 56 Ord Street, West Perth, Western Australia 6005.

1.2 In this Agreement, unless the contrary intention appears:

- (a) a reference to:
 - (1) this Agreement or another document includes any variation or replacement of it notwithstanding any change in the identity of the parties and includes all documents and instruments referred to in this Agreement;
 - (2) any statute, ordinance, code or other law includes regulations and other statutory instruments under any of them and consolidations, amendments re-enactments or replacement of any of them by any government body;
 - (3) a person, firm, corporation, association or government body includes any other of them;
 - (4) a person:
 - (A) is a reference to it in its personal and any agency or trustee (or both) capacity; and
 - (B) includes the person's successors and assigns;
 - (5) a time is a reference to Brisbane time or the time of the place where any thing is to be done or any document or notice is to be received;
 - (6) writing includes any mode of representing or reproducing words in a tangible and visible form, and includes facsimile transmission;
 - (7) a right includes a benefit remedy authority, discretion and power;
- (b) words importing:
 - (1) the singular includes the plural and vice versa;
 - (2) a gender includes all other genders;

Agreement for Sale of Shares



- (c) headings and underlinings shall not affect the construction;
- (d) if a word or phrase is defined cognate words and phrases have corresponding meaning;
- (e) if the day on which anything, including a payment, is to be done is not a Business Day, that thing shall be done on the preceding Business Day;
- (f) if an act, other than a payment or the giving of a communication, is required to be done on a particular day and the act is done after 5:00pm on that day, it will be deemed to have been done on the following day;
- (g) where two or more persons are defined as a party to this Agreement that term means each of the persons jointly, each of them severally and any two or more of them jointly;
- (h) an agreement, covenant, obligation, representation or warranty on the part of two or more persons binds them jointly and severally and an agreement, covenant, obligation, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally.

2. Sale and purchase of Shares

- 2.1 The Vendor agrees to sell and the Purchaser agrees to purchase the Shares for the Purchase Price free and clear of all Liens.
- 2.2 The Purchaser shall make all payments under this Agreement by bank cheque drawn by any Bank and any such payment shall be a good and sufficient payment on tender of any moneys payable pursuant to this Agreement.

3. Completion

- 3.1 Completion of the transactions contemplated by this Agreement shall take place on the respective Completion Dates.
- 3.2 On a Completion Date the Purchaser shall pay to the Vendor the Purchase Price for the Tranche to be transferred on that Completion Date in exchange for that Tranche free and clear of all Liens.
- 3.3 Completion shall take place at the offices of HopgoodGanim or at such other place as the Vendor may notify the Purchaser of in writing.

4. Events on completion

- 4.1 Subject to the provisions of this Agreement the Vendor shall attend to the following on or before the Completion Date:
 - (a) deliver to summerslegal properly executed transfers for the Tranche, in a form reasonably requested by the Purchaser, hereby sold and to be transferred on that Completion Date in favour of the Purchaser;
 - (b) deliver or cause to be delivered to summerslegal such other documents as shall reasonably be requested by the Purchaser in order to effectively carry out the

Agreement for Sale of Shares



transactions contemplated by this Agreement to occur on or before that Completion Date, duly executed by the Vendor.

- 4.2 The Purchaser shall deliver, or cause to be delivered to the HopgoodGanim the following on the Completion Date:
- (a) the Purchase Price for the Tranche to be transferred on that Completion Date;
 - (b) any other moneys then payable by the Purchaser to the Vendor pursuant to this Agreement by cheque made payable to the Vendor or as otherwise directed by the Vendor;
 - (c) such other documents as shall be reasonably requested by the Vendor in order to carry out the transactions contemplated by this Agreement to occur on or before that Completion Date, duly executed by the Purchaser;
 - (d) all other documents required to be delivered on or before that Completion Date pursuant to this Agreement and not previously delivered.

5. Default

- 5.1 If the Purchaser fails to comply with the provisions of this Agreement or any of them then within ten business days of receipt of a written demand to do so (in addition to any other remedy available to the Vendor) the Vendor may:
- (a) provide written notice to the Purchaser to terminate this Agreement and exercise all rights as a member of the Company and as holder of the Shares;
 - (b) sue the Purchaser for breach of contract;
 - (c) without notice to the Purchaser resell the Shares (whether by public auction, by private contract or otherwise) with power to vary or rescind any contract of sale and to buy in at any auction and the deficiency in price on such resale and the expense of and incidental to termination of this Agreement and to the present sale and such resale and any abortive attempt to resell together with all adjustments accrued due in respect of the Shares at the date of resale of them which were payable by the Purchaser under the terms of this Agreement shall be paid to the Vendor by the present Purchaser and shall be recoverable as liquidated damages. Any profit on a resale shall belong to the Vendor;
 - (d) do all or any of the above things at its option.
- 5.2 Each party (the "Indemnifying Party") indemnifies the other against any loss which that other party sustains as a result of the Indemnifying Party defaulting under this Agreement. Without limiting the generality of this indemnity a party's loss is expressly agreed to include all of the reasonable legal costs which that party may incur (and whether calculated on a time charge basis or otherwise).

6. Delay

- 6.1 Should there be any delay in payment of the Purchase Price on the part of the Purchaser (to the extent that that delay is not caused by or contributed to by the Vendor) then without prejudice to any other rights of the Vendor, the Purchaser will pay to the Vendor a sum for liquidated damages equivalent to interest at the rate of 10% per annum on the moneys so owing from the date for payment of it until payment shall have been made.

Agreement for Sale of Shares



- 6.2 Any interest payable to the Vendor pursuant to this clause will be tendered to the Vendor upon Completion and the Vendor may (without prejudice to its other rights) treat a failure to tender such moneys as a default entitling it to terminate the Agreement.

7. Warranties and representations by the Vendor

- 7.1 The Vendor represents and warrants to the Purchaser:
- (a) the Vendor is now and will be until the respective Completion Dates for each Tranche, the sole legal owner of each Tranche free and clear of any and all Liens;
 - (b) the Vendor will at the Completion Date have the full right, power and authority to sell, transfer, assign and deliver to the Purchaser the Tranche to be transferred to the Purchaser on that Completion Date and the sale, transfer, assignment and delivery of that Tranche under this Agreement will transfer to the Purchaser full and legal title of that Tranche free and clear of all Liens at that Completion Date.
- 7.2 The Vendor acknowledges that the Purchaser will make its own enquiries in relation to the Company.
- 7.3 The representations and warranties contained in this clause 7 shall continue to have force and effect despite settlement under this Agreement.

8. General representations and warranties

- 8.1 Each party ("the Warranting Party") hereby represents and warrants to the other party as follows:
- (a) The Warranting Party is duly authorised to enter into this Agreement and empowered to do so.
 - (b) The execution and delivery of this Agreement by the Warranting Party and the consummation by the Warranting Party of the transactions contemplated hereby have been duly authorised by the Board of Directors of the Warranting Party.
 - (c) No other corporate act or proceeding on the part of the Warranting Party or its members is necessary to authorise this Agreement or the transactions contemplated by it.
 - (d) This Agreement constitutes a valid and binding agreement of the Warranting Party enforceable in accordance with its terms.
- 8.2 Without limitation to any other provision of this Agreement, the Purchaser hereby represents and warrants to the Vendor, that the entry into this Agreement and the carrying out of the acts contemplated by this Agreement, including without limitation, the transfer of the Shares:
- (a) is not in breach of any provision of any law, including without limitation, the Corporations Act or the Australian Securities Exchange Listing Rules (ASX Listing Rules); and
 - (b) does not require any consent or approval to be obtained at law, including without limitation, pursuant to the Corporations Act or the ASX Listing.
- 8.3 The representations and warranties contained in this clause 8 shall continue to have force and effect despite settlement under this Agreement.

Agreement for Sale of Shares



9. Notices

9.1 General

- (a) Any notice or other communication to or by any party shall be:
- (1) in writing and in the English language;
 - (2) addressed to the address of the recipient shown in this agreement or to such other address as it may have notified the sender; and
 - (3) be signed by the party or by an Authorised Officer of the sender.

9.2 Method of service

- (a) In addition to any means authorised by law any communication may be given by:
- (1) being personally served on a party;
 - (2) being left at the party's current address for service;
 - (3) being sent to the party's current address for service by prepaid registered mail or if the address is outside Australia by prepaid airmail; or
 - (4) facsimile to the party's current numbers for service.

9.3 Deemed service

- (a) A communication shall be deemed duly given or made in the case of:
- (1) delivery in person, when delivered;
 - (2) delivery by post:
 - (A) on the date that delivery occurred as evidenced on the registered mail delivery receipt, in the case of postage by registered mail; or
 - (B) in any other case on the tenth Business Day after posting; or
 - (3) delivery by facsimile, upon a transmission report being printed by the sender's facsimile machine stating that the document has been successfully sent to the recipient's facsimile number;

but if delivery is not made before 4.00pm on a Business Day it shall be deemed to be received at 9.00 am on the next Business Day in that place.

9.4 Form received

A communication sent by facsimile shall be deemed given in the form transmitted unless the message is not received in a legible form and the recipient promptly notifies the sender of that fact.

9.5 Address for service

The addresses and numbers for service are initially:

The Vendor:

Agreement for Sale of Shares



Address: Level 15, 1 Eagle Street, Waterfront Place,
Brisbane, Queensland 4000
Facsimile: (07) 3270 2466
Attention: Mr Dennis May

The Purchaser:

Address: G/- summerslegal, Level 2, 56 Ord Street West Perth, Western
Australia 6005
Facsimile: 08 9420 8228
Attention: Sonia Edwards/Darryl Klipping

- 9.6 A party may from time to time change its address or numbers for service by notice to the other party.

10. Governing law

- 10.1 This agreement shall be governed by and construed in accordance with the laws of Queensland.
- 10.2 The parties each irrevocably and unconditionally submit to the non exclusive jurisdiction of the courts of:
- (a) Queensland in the event that the Purchaser is in breach of this Agreement; and
 - (b) Western Australia, in the event that the Vendor is in breach of this Agreement,

whether State or Federal and each waives any immunity or any objection it may have to any action in those courts and to a claim that any action has been brought in an inconvenient forum or to those courts not having jurisdiction.

11. Miscellaneous

11.1 Duty

The Purchaser shall pay all transfer duty which may be payable or determinable in connection with the execution, delivery, performance or enforcement of this Agreement or any payment or receipt or of any transaction contemplated by this Agreement.

11.2 Assignment

A party must not assign or otherwise deal with this Agreement except with the written consent of every other party. A party is not required to give consent or to justify the withholding of consent.

11.3 Waivers

- (a) - A right in favour of a party under this Agreement, subject to any express provision of this Agreement to the contrary, may be waived prospectively or retrospectively by writing signed by that party.
- (b) No other act, omission or delay by a party will constitute a waiver of a right.

Agreement for Sale of Shares



11.4 Exercise rights

A single or partial exercise or waiver by a party of any right relating to this agreement will not prevent any other exercise of that right or the exercise of any other right.

11.5 Remedies cumulative

The rights and remedies provided under this agreement are cumulative and not exclusive of any rights or remedies provided by law.

11.6 Merger

If the liability of a party to pay to another party any moneys payable under this Agreement becomes merged in any deed, judgment, order or other thing interest on the amount owing from time to time under that deed, judgment, order or other thing shall be paid at the higher of the rate payable under this Agreement and that fixed by or payable under that deed, judgment, order or other thing.

11.7 Time

Except where expressly excluded, time is of the essence in respect of any obligation under this Agreement.

11.8 Counterparts

This Agreement may be executed in original form and/or by facsimile transmission in any number of counterparts and all counterparts taken together shall constitute one and the same instrument.

11.9 Confidentiality

A party may not disclose the contents or terms of this Agreement or any information or documents received by it in connection with the negotiation of this agreement or pursuant to the provisions of this Agreement without the prior consent of the other parties except to the extent that:

- (a) disclosure is permitted by the express terms of this Agreement;
- (b) the information is available to the public generally (except as a result of a previous breach of this clause);
- (c) that party is required to make the disclosure by law; or
- (d) the disclosure is made on a confidential basis to the representatives of that party or the professional advisers to this Agreement for the purpose of obtaining professional advice.

11.10 Costs

Save where specifically provided to the contrary, each party shall be responsible for all its own costs incurred in the performance of its obligations pursuant to this Agreement including, without limitation, legal costs.

11.11 Whole agreement

This Agreement:

Agreement for Sale of Shares



- (a) supersedes all prior representations, arrangements, understandings and agreements between the parties and represents the entire complete and exclusive understanding and agreement between the parties relating to the subject matter of this Agreement; and
- (b) the parties acknowledge and agree that they have not relied on any written or oral representation, arrangement, understanding or agreement not expressly set out or referred to in this Agreement.

11.12 Severance

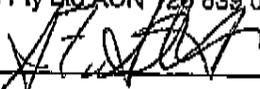
If any provision of this Agreement shall be or be determined to be illegal, invalid, void or voidable the legality or validity of the remainder of this Agreement will not be affected and will continue in full force and effect.

Agreement for Sale of Shares

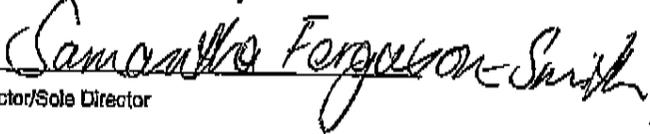


Signing page

Executed by Delta Ace Pty Ltd ACN 126 839 094

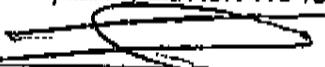


Director/Sole Director/Sole Director and Secretary

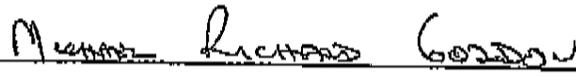


Print full name of Director/Sole Director

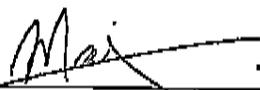
Executed Bydand Capital Pty Ltd ACN 116 187 190



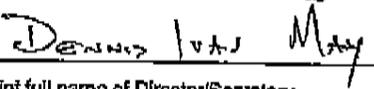
Director/Sole Director/Sole Director and Secretary



Print full name of Director/Sole Director



Director/Secretary (if applicable)



Print full name of Director/Secretary

ANNEXURE "D"

I certify that this is a true and correct copy

AK

<p>DARRYL KIPPING summerslegal Level 2, 56 Ord Street WEST PERTH WA 6005</p> <p>A person who is, and has been for at least 2 years, an Australian legal practitioner (within the meaning of the <i>Legal Profession Act 2008</i>).</p>
--

Agreement for Sale of Shares

Timebuild Pty Ltd ACN 136 599 178

MR and SJ Gordon Pty Ltd ACN 134 119 994 as trustee for the
MR and SJ Gordon Superannuation Fund

Contact - Emily De Boo, Nicole Radtce, n.radtce@hopgoodganlm.com.au@hopgoodganlm.com.au

Level 8 Waterfront Place, 1 Eagle Street
Brisbane Qld 4000 Australia

T +61 7 3024 0000
F +61 7 3024 0300

PO Box 7822, Waterfront Place Qld 4001 Australia

E contactus@hopgoodganlm.com.au

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www.hopgoodganlm.com.au

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Agreement for Sale of Shares

Date

Parties

Timebuild Pty Ltd ACN 136 599 178 of 47 Wickham Street, East Perth, Western Australia (**Purchaser**)

MR and SJ Gordon Pty Ltd ACN 134 119 994 as trustee for the MR and SJ Gordon Superannuation Fund of Level 15, Waterfront Place, 1 Eagle Street, Brisbane, Queensland 4000 (**Vendor**)

Whereas:

- A. The Vendor is the registered holder of the Shares.
- B. The Vendor has agreed to sell to the Purchaser and the Purchaser has agreed to purchase the Shares on the terms and conditions set out in this Agreement.

It is agreed

1. Definitions and Interpretation

1.1 In this Agreement:

- (a) **Bank** means a bank carrying on business under the laws of the Commonwealth of Australia or of the State of Queensland;
- (b) **Business Days** means a day on which trading banks are open for business at Brisbane in the State of Queensland;
- (c) **Company** means Viento Group Limited ACN 000 714 054;
- (d) **Completion Date** shall mean 8 May 2009;
- (e) **Corporations Act** means the *Corporations Act 2001 (Cth)*;
- (f) **HopgoodGanim** means HopgoodGanim Lawyers, Level 8 Waterfront Place, 1 Eagle Street, Brisbane, Queensland 4000;
- (g) **Lien or Liens** means all or any liens, mortgages, pledges, conditional sale agreements, security interests, restrictions, charges, claims, options, encumbrances, proxies or rights of third parties of every kind and nature;
- (h) **Person** includes any corporation, partnership, trust, joint venture, unincorporated association or other entity;
- (i) **Purchase Price** means \$399,532.80;
- (j) **Securities** shall have the meaning ascribed to that term in the *Corporations Act* and **security** shall have a corresponding meaning, where the context permits or requires;

Agreement for Sale of Shares

- (k) **Share Registry** means the share registry of the Company being Security Transfer Register Pty Limited of 770 Canning Highway, Applecross, Western Australia 6153;
- (l) **Shares** means 6,658,880 fully paid ordinary shares in the issued capital of the Company.
- (m) **summerslegal** means summerslegal, Level 2, 56 Ord Street, West Perth, Western Australia 6005.

1.2 In this Agreement, unless the contrary intention appears:

- (a) a reference to:
 - (1) this Agreement or another document includes any variation or replacement of it notwithstanding any change in the identity of the parties and includes all documents and instruments referred to in this Agreement;
 - (2) any statute, ordinance, code or other law includes regulations and other statutory instruments under any of them and consolidations, amendments re-enactments or replacement of any of them by any government body;
 - (3) a person, firm, corporation, association or government body includes any other of them;
 - (4) a person:
 - (A) is a reference to it in its personal and any agency or trustee (or both) capacity; and
 - (B) includes the person's successors and assigns;
 - (5) a time is a reference to Brisbane time or the time of the place where any thing is to be done or any document or notice is to be received;
 - (6) writing includes any mode of representing or reproducing words in a tangible and visible form, and includes facsimile transmission;
 - (7) a right includes a benefit remedy authority, discretion and power;
- (b) words importing:
 - (1) the singular includes the plural and vice versa;
 - (2) a gender includes all other genders;
- (c) headings and underlinings shall not affect the construction;
- (d) if a word or phrase is defined cognate words and phrases have corresponding meaning;
- (e) if the day on which anything, including a payment, is to be done is not a Business Day, that thing shall be done on the preceding Business Day;
- (f) if an act, other than a payment or the giving of a communication, is required to be done on a particular day and the act is done after 5:00pm on that day, it will be deemed to have been done on the following day;

Agreement for Sale of Shares

- (g) where two or more persons are defined as a party to this Agreement that term means each of the persons jointly, each of them severally and any two or more of them jointly;
- (h) an agreement, covenant, obligation, representation or warranty on the part of two or more persons binds them jointly and severally and an agreement, covenant, obligation, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally.

2. Sale and purchase of Shares

- 2.1 The Vendor agrees to sell and the Purchaser agrees to purchase the Shares for the Purchase Price free and clear of all Liens.
- 2.2 The Purchaser shall make all payments under this Agreement by bank cheque drawn by any Bank and any such payment shall be a good and sufficient payment on tender of any moneys payable pursuant to this Agreement.

3. Completion

- 3.1 Completion of the transactions contemplated by this Agreement shall take place on the Completion Date.
- 3.2 On the Completion Date the Purchaser shall pay to the Vendor the Purchase Price in exchange for the Shares free and clear of all Liens.
- 3.3 Completion shall take place at the offices of HopgoodGanim, or at such other place as the Vendor may notify the Purchaser of in writing.

4. Events on completion

- 4.1 Subject to the provisions of this Agreement the Vendor shall attend to the following on or before the Completion Date:
 - (a) deliver to summerslegal properly executed transfers of the Shares in a form reasonably requested by the Purchaser, hereby sold in favour of the Purchaser;
 - (b) deliver or cause to be delivered to summerslegal such other documents as shall reasonably be requested by the Purchaser in order to effectively carry out the transactions contemplated by this Agreement, duly executed by the Vendor.
- 4.2 The Purchaser shall deliver, or cause to be delivered to HopgoodGanim the following on the Completion Date:
 - (a) the Purchase Price;
 - (b) any other moneys payable by the Purchaser to the Vendor pursuant to this Agreement by cheque made payable to the Vendor or as otherwise directed by the Vendor;
 - (c) such other documents as shall be reasonably requested by the Vendor in order to carry out the transactions contemplated by this Agreement, duly executed by the Purchaser;

Agreement for Sale of Shares

- (d) all other documents required to be delivered pursuant to this Agreement and not previously delivered.

5. Default

- 5.1 If the Purchaser fails to comply with the provisions of this Agreement or any of them then within ten business days of receipt of a written demand to do so (in addition to any other remedy available to the Vendor) the Vendor may:
- (a) provide written notice to the Purchaser to terminate this Agreement and exercise all rights as a member of the Company and as holder of the Shares;
 - (b) sue the Purchaser for breach of contract;
 - (c) without notice to the Purchaser resell the Shares (whether by public auction, by private contract or otherwise) with power to vary or rescind any contract of sale and to buy in at any auction and the deficiency in price on such resale and the expense of and incidental to termination of this Agreement and to the present sale and such resale and any abortive attempt to resell together with all adjustments accrued due in respect of the Shares at the date of resale of them which were payable by the Purchaser under the terms of this Agreement shall be paid to the Vendor by the present Purchaser and shall be recoverable as liquidated damages. Any profit on a resale shall belong to the Vendor;
 - (d) do all or any of the above things at its option.
- 5.2 Each party (the "Indemnifying Party") indemnifies the other against any loss which that other party sustains as a result of the Indemnifying Party defaulting under this Agreement. Without limiting the generality of this indemnity a party's loss is expressly agreed to include all of the reasonable legal costs which that party may incur (and whether calculated on a time charge basis or otherwise).

6. Delay

- 6.1 Should there be any delay in payment of the Purchase Price on the part of the Purchaser (to the extent that that delay is not caused by or contributed to by the Vendor) then without prejudice to any other rights of the Vendor, the Purchaser will pay to the Vendor a sum for liquidated damages equivalent to interest at the rate of 10% per annum on the moneys so owing from the date for payment of it until payment shall have been made.
- 6.2 Any interest payable to the Vendor pursuant to this clause will be tendered to the Vendor upon Completion and the Vendor may (without prejudice to its other rights) treat a failure to tender such moneys as a default entitling it to terminate the Agreement.

7. Warranties and representations by the Vendor

- 7.1 The Vendor represents and warrants to the Purchaser:
- (a) the Vendor is now, and will at the Completion Date be, the sole legal owner of the Shares free and clear of any and all Liens.
 - (b) the Vendor now has and will until the Completion Date have the full right, power and authority to sell, transfer, assign and deliver to the Purchaser the Shares and the sale,

Agreement for Sale of Shares

transfer, assignment and delivery of the Shares under this Agreement will transfer to the Purchaser full and legal title of the Shares free and clear of all Liens at the Completion Date.

- 7.2 The Vendor acknowledges that the Purchaser will make its own enquiries in relation to the Company.
- 7.3 The Vendor sells the Shares as trustee of the MR and SJ Gordon Superannuation Fund ("Trust"), and enters into this Agreement in its capacity as trustee and covenants, represents and warrants to the Buyer at the date of this Agreement and again at the Settlement Date that:
- (a) It has full power and authority pursuant to the terms of the Trust:
 - (1) to own and deal with the Shares; and
 - (2) to enter into and perform its obligations under this Agreement;
 - (b) All conditions and things required by or pursuant to the Trust have been fulfilled or done (including the obtaining of any necessary consents and authorisations):
 - (1) to enable it to lawfully enter into and perform its obligations under this Agreement; and
 - (2) to ensure that this Agreement constitutes legally binding obligations enforceable against it in accordance with its terms;
 - (c) It is the sole trustee of the Trust;
 - (d) It has not been removed as trustee of the Trust and has not ceased for any other reason to act as trustee of the Trust;
 - (e) It is not in breach of any of its obligations as trustee of the Trust; and
 - (f) Its right of indemnity against the assets of the Trust to satisfy any liability to the Buyer incurred as trustee is not restricted and has not been modified, released or diminished in any way and the assets of the Trust are sufficient to satisfy that right of indemnity.
 - (g) It knows of no fact or reason whereby:
 - (1) the Trust may be wound up or go into external administration;
 - (2) it may be removed as a trustee;
 - (3) the assets of the Trust may be vested in any other person. or
 - (4) the Trust may cease to operate or be deprived of funds before the Settlement Date.
- 7.4 The representations and warranties contained in this clause 7 shall continue to have force and effect despite settlement under this Agreement.

Agreement for Sale of Shares

8. General representations and warranties

- 8.1 Each party ("the Warranting Party") hereby represents and warrants to the other party as follows:
- (a) The Warranting Party is duly authorised to enter into this Agreement and empowered to do so.
 - (b) The execution and delivery of this Agreement by the Warranting Party and the consummation by the Warranting Party of the transactions contemplated hereby have been duly authorised by the Board of Directors of the Warranting Party.
 - (c) No other corporate act or proceeding on the part of the Warranting Party or its members is necessary to authorise this Agreement or the transactions contemplated by it.
 - (d) This Agreement constitutes a valid and binding agreement of the Warranting Party enforceable in accordance with its terms.
- 8.2 Without limitation to any other provision of this Agreement, the Purchaser hereby represents and warrants to the Vendor, that the entry into this Agreement and the carrying out of the acts contemplated by this Agreement, including without limitation, the transfer of the Shares:
- (a) is not in breach of any provision of any law, including without limitation, the Corporations Act or the Australian Securities Exchange Listing Rules (**ASX Listing Rules**); and
 - (b) does not require any consent or approval to be obtained at law, including without limitation, pursuant to the Corporations Act or the ASX Listing.
- 8.3 The representations and warranties contained in this clause 8 shall continue to have force and effect despite settlement under this Agreement.

9. Notices

9.1 General

- (a) Any notice or other communication to or by any party shall be:
 - (1) In writing and in the English language;
 - (2) addressed to the address of the recipient shown in this agreement or to such other address as it may have notified the sender; and
 - (3) be signed by the party or by an Authorised Officer of the sender.

9.2 Method of service

- (a) In addition to any means authorised by law any communication may be given by:
 - (1) being personally served on a party;
 - (2) being left at the party's current address for service;

Agreement for Sale of Shares

- (3) being sent to the party's current address for service by prepaid registered mail or if the address is outside Australia by prepaid airmail; or
- (4) facsimile to the party's current numbers for service.

9.3 Deemed service

- (a) A communication shall be deemed duly given or made in the case of:
 - (1) delivery in person, when delivered;
 - (2) delivery by post:
 - (A) on the date that delivery occurred as evidenced on the registered mail delivery receipt, in the case of postage by registered mail; or
 - (B) in any other case on the tenth Business Day after posting; or
 - (3) delivery by facsimile, upon a transmission report being printed by the sender's facsimile machine stating that the document has been successfully sent to the recipient's facsimile number;

but if delivery is not made before 4.00pm on a Business Day it shall be deemed to be received at 9.00 am on the next Business Day in that place.

9.4 Form received

- (a) A communication sent by facsimile shall be deemed given in the form transmitted unless the message is not received in a legible form and the recipient promptly notifies the sender of that fact.

9.5 Address for service

- (a) The addresses and numbers for service are initially:

The Vendor:

Address: Level 15, 1 Eagle Street, Waterfront Place,
Brisbane, Queensland 4000
Facsimile: (07) 3270 2466
Attention: Mr Dennis May

The Purchaser:

Address: C/- summerslegal, Level 2, 56 Ord Street West Perth, Western
Australia 6005
Facsimile: 08 9420 8223
Attention: Sonia Edwards/Darryl Kipping

- 9.6 A party may from time to time change its address or numbers for service by notice to the other party.

10. Governing law

- 10.1 This agreement shall be governed by and construed in accordance with the laws of Queensland.

Agreement for Sale of Shares

10.2 The parties each irrevocably and unconditionally submit to the non exclusive jurisdiction of the courts of:

- (a) Queensland in the event that the Purchaser is in breach of this Agreement; and
- (b) Western Australia, in the event that the Vendor is in breach of this Agreement,

whether State or Federal and each waives any immunity or any objection it may have to any action in those courts and to a claim that any action has been brought in an inconvenient forum or to those courts not having jurisdiction.

11. Miscellaneous

11.1 Duty

The Purchaser shall pay all transfer duty which may be payable or determinable in connection with the execution, delivery, performance or enforcement of this Agreement or any payment or receipt or of any transaction contemplated by this Agreement.

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A party must not assign or otherwise deal with this Agreement except with the written consent of every other party. A party is not required to give consent or to justify the withholding of consent.

11.3 Waivers

- (a) A right in favour of a party under this Agreement, subject to any express provision of this Agreement to the contrary, may be waived prospectively or retrospectively by writing signed by that party.
- (b) No other act, omission or delay by a party will constitute a waiver of a right.

11.4 Exercise rights

A single or partial exercise or waiver by a party of any right relating to this agreement will not prevent any other exercise of that right or the exercise of any other right.

11.5 Remedies cumulative

The rights and remedies provided under this agreement are cumulative and not exclusive of any rights or remedies provided by law.

11.6 Merger

If the liability of a party to pay to another party any moneys payable under this Agreement becomes merged in any deed, judgment, order or other thing interest on the amount owing from time to time under that deed, judgment, order or other thing shall be paid at the higher of the rate payable under this Agreement and that fixed by or payable under that deed, judgment, order or other thing.

11.7 Time

Except where expressly excluded, time is of the essence in respect of any obligation under this Agreement.

Agreement for Sale of Shares

11.8 Counterparts

This Agreement may be executed in original form and/or by facsimile transmission in any number of counterparts and all counterparts taken together shall constitute one and the same instrument.

11.9 Confidentiality

A party may not disclose the contents or terms of this Agreement or any information or documents received by it in connection with the negotiation of this agreement or pursuant to the provisions of this Agreement without the prior consent of the other parties except to the extent that:

- (a) disclosure is permitted by the express terms of this Agreement;
- (b) the information is available to the public generally (except as a result of a previous breach of this clause);
- (c) that party is required to make the disclosure by law; or
- (d) the disclosure is made on a confidential basis to the representatives of that party or the professional advisers to this Agreement for the purpose of obtaining professional advice.

11.10 Costs

Save where specifically provided to the contrary, each party shall be responsible for all its own costs incurred in the performance of its obligations pursuant to this Agreement including, without limitation, legal costs.

11.11 Whole agreement

This Agreement:

- (a) supersedes all prior representations, arrangements, understandings and agreements between the parties and represents the entire complete and exclusive understanding and agreement between the parties relating to the subject matter of this Agreement; and
- (b) the parties acknowledge and agree that they have not relied on any written or oral representation, arrangement, understanding or agreement not expressly set out or referred to in this Agreement.

11.12 Severance

If any provision of this Agreement shall be or be determined to be illegal, invalid, void or voidable the legality or validity of the remainder of this Agreement will not be affected and will continue in full force and effect.

Agreement for Sale of Shares



Signing page

Executed by Timebulld Pty Ltd ACN 136 599
178

Michael Katz

Director/Sole Director/Sole Director and Secretary

Print full name of Director/Sole Director

Executed by MR and SJ Gordon Pty Ltd ACN
134 119 994 as trustee for the MR and SJ
Gordon Superannuation Fund

Director/Sole Director/Sole Director and Secretary

Director/Secretary (if applicable)

Print full name of Director/Sole Director

Print full name of Director/Secretary

Form 604

Corporations Act 2001
Section 671B

Notice of change of interests of substantial holder

To Company Name/Scheme VIENTO Group LIMITED

ACN/ARSN 000 714 054

1. Details of substantial holder(1)

Name DELTA ALE PTY LTD & MAMMOTH NOMINEES PTY LTD
ACN/ARSN (if applicable) 126 839 094 101 717 177

There was a change in the interests of the substantial holder on 16/06/09
The previous notice was given to the company on 24/01/11
The previous notice was dated 12/05/09

2. Previous and present voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
<u>ORDINARY</u>	<u>10,934,624</u>	<u>23.11%</u>	<u>11,479,529</u>	<u>30.60%</u>

3. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
<u>SEE ANNEXURE A</u>					

4. Present relevant interests

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
<u>SEE ANNEXURE A</u>					

5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with the substantial holder in relation to voting interests in the company or scheme are as follows:

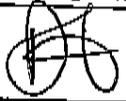
Name and ACN/ARSN (if applicable)	Nature of association
NIL	

6. Addresses

The addresses of persons named in this form are as follows:

Name	Address
SEE ANNEXURE A	

Signature

print name DARRYL KIPPING capacity SOLICITOR & AGENT
 sign here  date 24 / 01 / 11

DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 6 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 609 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (6) Include details of:
 - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (7) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown".
- (9) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

ANNEXURE A

3. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of Change	Person whose relevant interest changed	Nature of Change	Consideration given in relation to change	Class * and No. of Securities	Person's votes affected
16/06/09	IOCWA Group	On market purchase by IOCWA			
20/08/09	Caratti Group and Samantha Ferguson-Smith	Settlement of off market purchase by Delta Ace	\$18,869.80	275,376	275,376
08/11/09	Caratti Group and Samantha Ferguson-Smith	Settlement of off market purchase by Delta Ace	\$166,867.20	2,781,120	2,781,120
14/12/09	IOCWA Group	On market purchase by IOCWA	\$85,200.00	1,420,000	1,420,000
13/01/10	Caratti Group	On market purchase by Mammoth Nominees	\$10,764.20	118,180	118,180
11/08/10	Caratti Group	On market purchase by Mammoth Nominees	\$60,138.60	501,155	501,155
16/08/10	Caratti Group	On market purchase by Mammoth Nominees	\$4,950.00	45,000	45,000
14/09/10	Caratti Group	On market purchase by Mammoth Nominees	\$9,306.00	84,600	84,600
16/09/10	Caratti Group	On market purchase by Mammoth Nominees	\$1,474.00	13,400	13,400
24/09/10	Caratti Group	On market purchase by Mammoth Nominees	\$488.40	4,440	4,440
07/10/10	Bazzo Group	On market purchase by Guce Holdings	\$390.00	3,000	3,000
13/10/10	Caratti Group	On market purchase by Mammoth Nominees	\$5,330.00	41,000	41,000
18/10/10	Caratti Group	On market purchase by Mammoth Nominees	\$39,430.00	263,000	263,000
20/10/10	Caratti Group	On market purchase by Mammoth Nominees	\$31,936.00	199,600	199,600
27/10/10	Caratti Group	On market purchase by Mammoth Nominees	\$23,500.00	150,000	150,000
17/11/10	Caratti Group	On market purchase by Mammoth Nominees	\$12,750.00	85,000	85,000
22/11/10	Caratti Group	On market purchase by Mammoth Nominees	\$10,755.00	71,700	71,700
24/11/10	Caratti Group	On market purchase by Mammoth Nominees	\$45.76	416	416
30/11/10	Caratti Group	On market purchase by Mammoth Nominees	\$1,100.00	10,000	10,000
02/12/10	Caratti Group	On market purchase by Mammoth Nominees	\$43,214.16	392,856	392,856
06/12/10	Caratti Group	On market purchase by Mammoth Nominees	\$7,164.48	42,144	42,144
07/12/10	Caratti Group	On market purchase by Mammoth Nominees	\$4,381.50	29,210	29,210
09/12/10	Caratti Group	On market purchase by Mammoth Nominees	\$34,614.00	192,300	192,300
10/12/10	Caratti Group	On market purchase by Mammoth Nominees	\$46,158.48	256,436	256,436
13/12/10	Caratti Group	On market purchase by Mammoth Nominees	\$78,648.48	436,936	436,936
15/12/10	Mammoth Group	On market purchase by Mammoth Nominees	\$23,622.32	124,328	124,328
16/12/10	Mammoth Group	On market sale by Mammoth Nominees	\$43,991.27	231,533	231,533
19/01/11	ASIC, Caratti Group and Samantha Ferguson-Smith	Securities of Delta Ace vested to ASIC with the power to dispose	\$5,341.00	26,705	26,705
19/01/11	ASIC and Bazzo Group	Securities of Guce Holdings vested to ASIC with the power to dispose	Nil, pursuant to the Panel Orders	568,484	568,484
19/01/11	ASIC and IOCWA Group	Securities of IOCWA vested to ASIC with the power to dispose	Nil, pursuant to the Panel Orders	3,000	3,000
19/01/11	ASIC and Caratti Group	Securities of Mammoth vested to ASIC with the power to dispose	Nil, pursuant to the Panel Orders	393,556	393,556
19/01/11	ASIC and Caratti Group	Securities of Mammoth vested to ASIC with the power to dispose	Nil, pursuant to the Panel Orders	3,148,349	3,148,349

19/01/11	ASIC, Bazzo Group, Merrill Lynch and Michael Carter	Securities of Timebuild vested to ASIC with the power to dispose	Orders Nil, pursuant to the Panel Orders	901,226	901,226
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* All securities are ordinary shares

4. Present relevant interests

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder	Nature of relevant interest	Class * and No. of Securities	Person's Votes
Delta Ace	Delta Ace	Delta Ace	Holder of securities	3,632,636	3,632,636
Mammoth Nominees	Delta Ace	Delta Ace	Power to control the disposal and exercise of voting rights, being the beneficial owner of the shares issued in Delta Ace.	3,632,636	3,632,636
Allen Caratti	Delta Ace	Delta Ace	Power to control the disposal and exercise of voting rights of the securities, being the sole shareholder and director of Mammoth Nominees who is the beneficial owner of the shares in Delta Ace.	3,632,636	3,632,636
Samantha Ferguson-Smith	Delta Ace	Delta Ace	Power to dispose and exercise voting rights, being a Director and sole shareholder (as trustee) of Delta Ace.	3,632,636	3,632,636
Delta Ace	Delta Ace	ASIC	Holder of securities	568,484	0
ASIC	Delta Ace	ASIC	Ownership and power to dispose of the securities pursuant to the Panel Orders.	568,484	568,484
Mammoth Nominees	Mammoth Nominees	ASIC	Holder of securities	3,148,349	0
ASIC	Mammoth Nominees	ASIC	Ownership and power to dispose of the securities pursuant to the Panel Orders.	3,148,349	3,148,349
IOCWA	IOCWA	IOWA	Holder of the securities.	74,624	74,624
Allen Caratti	IOCWA	IOCWA	Power to control the disposal and exercise of voting rights, being one of four directors, shareholders and beneficiaries.	74,624	74,624
Tina Bazzo	IOCWA	IOCWA	Power to control the disposal and exercise of voting rights, being one of four directors, shareholders and beneficiaries.	74,624	74,624
IOCWA	IOCWA	ASIC	Holder of the securities.	393,556	0
ASIC	IOCWA	ASIC	Ownership and power to dispose of the securities pursuant to the Panel Orders.	393,556	393,556
Timebuild	Merrill Lynch	Timebuild	Holder of the securities	5,757,654	5,757,654
Gucce Holdings	Merrill Lynch	Timebuild	Power to control the disposal and exercise of voting rights, being the beneficial owner of the shares issued in Timebuild.	5,757,654	5,757,654
Tina Bazzo	Merrill Lynch	Timebuild	Power to control the disposal and exercise of voting rights of the securities, being the sole shareholder and director of Gucce Holdings who is the beneficial owner of the shares in Timebuild	5,757,654	5,757,654
Michael Carter	Merrill Lynch	Timebuild	Power to dispose and exercise voting rights, being the sole director and sole shareholder (as trustee) of Timebuild.	5,757,654	5,757,654
Timebuild	Merrill Lynch	ASIC	Holder of the securities	901,226	0
ASIC	Merrill Lynch	ASIC	Ownership and power to dispose of the securities pursuant to the Panel Orders.	901,226	901,226
Gucce Holdings	Gucce Holdings	ASIC	Holder of securities	3,000	0

ASIC	Gucce Holdings	ASIC	Ownership and power to dispose of the securities pursuant to the Panel Orders.	3,000	3,000
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* All securities are ordinary shares

6. Addresses

The addresses of the persons named in this form are as follows:

Holder of relevant interest	Address
Delta Ace	PO Box 6913, East Perth, WA 6892
Mammoth Nominees	PO Box 6913, East Perth, WA 6892
Allen Caratti	48 Wickham Street, East Perth, WA 6004
Samantha Ferguson-Smith	127A Moreing Road, Attadale, WA 6156
ASIC	Level 5, 100 Market Street, Sydney, NSW 2000
IOCWA	48 Wickham Street, East Perth, WA 6004
Tina Bazzo	48 Wickham Street, East Perth, WA 6004
Merrill Lynch	Level 19/120 Collins Street, Melbourne VIC 3000
Timebuild	PO Box 1051, West Perth, WA 6892
Gucce Holdings	Suite 4B, 176 Main Street, Osborne Park, WA 6017
Michael Carter	PO Box 1051, West Perth, WA 6892

Interpretation

For the purpose of this Annexure A

- a) A word not defined below however defined in the Panel Orders, has the meaning given in the Panel Orders
- b) "ASIC" means Australian Securities & Investments Commission, Anthony Michael D'Aloisio and the Commonwealth of Australia.
- c) "Bazzo Group" means Tina Bazzo, Guce Holdings and Timebuild;
- d) "Caratti Group" means Allen Caratti, Delta Ace and Mammoth Nominees;
- e) "IOCWA Group" means Tina Bazzo, Allen Caratti and IOCWA;
- f) "Merrill Lynch" means Merrill Lynch (Aust) Nominees Pty Limited ACN 003 925 031 <Berndale A/C>;
- g) "Panel Orders" means the orders forming Annexure B issued by the Takeovers Panel on 19 January 2011.

ANNEXURE "B"

I certify that this is a true and correct copy




Australian Government

Takeovers Panel

Annexure A

**CORPORATIONS ACT
SECTION 657D
ORDERS**

DARRYL KIPPING
summer legal
Level 2, 56 Ord Street
WEST PERTH WA 6005

A person who is, and has been for at least 2 years, an Australian legal practitioner (within the meaning of the *Legal Profession Act 2008*).

VIENTO GROUP LIMITED

The Panel made a declaration of unacceptable circumstances on 13 January 2011.

THE PANEL ORDERS

Divestment order

1. The Sale Shares are vested in the Commonwealth on trust for Delta Ace, Guccer Holdings, Mammoth Nominees, IOCWA and Timebuild respectively.
2. ASIC must:
 - (a) sell the Sale Shares in accordance with these orders and
 - (b) account to Delta Ace, Guccer Holdings IOCWA, Mammoth Nominees and Timebuild respectively for the proceeds of sale, net of the costs, fees and expenses of the sale and any costs, fees and expenses incurred by ASIC and the Commonwealth (if any).
3. ASIC must:
 - (a) retain an Appointed Seller to conduct the sale and
 - (b) instruct the Appointed Seller -
 - (i) to use the most appropriate sale method to secure the best available sale price for the Sale Shares that is reasonably available at that time in the context of complying with these orders, including the stipulated timeframe for the sale
 - (ii) to provide to ASIC a statutory declaration that, having made proper inquiries, the Appointed Seller is not aware of any interest, past, present, or prospective which could conflict with the proper performance of the Appointed Seller's functions in relation to the disposal of the Sale Shares
 - (iii) unless the Appointed Seller sells Sale Shares on market, that it obtain from any prospective purchaser of Sale Shares a statutory declaration that the prospective purchaser is not associated with any of the Associated Parties

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- (iv) that none of the Associated Parties may directly or indirectly purchase any of the Sale Shares, except to the extent that they are allowed to acquire additional shares under item 9(b) of s611 and the Appointed Seller sells those shares on market and
- (v) to dispose all the Sale Shares within 3 months from the date of its engagement.

4. Viento and the Associated Parties must do all things necessary to give effect to these orders, including:
 - (a) doing whatever is necessary to ensure that the Commonwealth is registered with title to the Sale Shares in the form approved by ASIC and
 - (b) until the Commonwealth is registered, complying with any request by ASIC in relation to the Sale Shares.
5. The Associated Parties must not otherwise dispose of, transfer, charge or vote any Sale Shares (except those acquired on market under paragraph 3(b)(iv)).
6. Until completion of orders 1 - 5:
 - (a) IOCWA can only exercise voting rights over 74,624 Viento shares
 - (b) Timebuild can only exercise voting rights over 5,757,654 Viento shares and
 - (c) Delta Ace can only exercise voting rights over 3,632,636 Viento shares.
7. None of the Associated Parties may take into account any relevant interest or voting power that any of them or their respective associates had, or have had, in the Sale Shares, when calculating the voting power referred to in Item 9(b) of s611 of the *Corporations Act 2001* (Cth), of a person six months before an acquisition exempted under Item 9 of s611. Any Sale Shares acquired on market under paragraph 3(b)(iv) must be taken into account in any subsequent calculation for item 9 purposes, taking the date of acquisition as the date they were acquired on market under paragraph 3(b)(iv).

Substantial holding disclosure order

8. Each of the Associated Parties must as soon as practicable give notice of their combined substantial holding as required under Part 6C.1 in relation to their voting power in Viento and their association, including disclosing:
 - (a) the name of each associate who has a relevant interest in voting shares in Viento
 - (b) the nature of their association with each associate
 - (c) the relevant interest of each associate and
 - (d) details of any relevant agreement through which they have a relevant interest Viento shares.

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Interpretation

9. In these orders:

Term	Meaning
Appointed Seller	An investment bank or stock broker
ASIC	Australian Securities and Investments Commission, as agent of the Commonwealth
Associated Parties	Ms Tina Bazzo, Mr Allen Caratti, Mr Michael Carter, Ms Samantha Ferguson-Smith, Timebuild, Delta Ace, Mammoth Nominees, Guce Holdings and IOCWA or any of their associates
Delta Ace	Delta Ace Pty Ltd
Guce Holdings	Guce Holdings Pty Ltd, itself and as trustee of the Guce Holdings Trust
IOCWA	Indian Ocean Capital (WA) Pty Ltd, itself and as trustee of the Indian Ocean Superannuation Fund
Mammoth Nominees	Mammoth Nominees Pty Ltd
On market	in the ordinary course of trading on Australian Stock Exchange and not by crossing or special crossing
Sale Shares	The following shares in Viento: 568,484 shares held by Delta Ace 3,000 shares held by Guce Holdings 393,556 shares held IOCWA 3,148,349 shares held by Mammoth Nominees 901,226 shares held by Timebuild
Timebuild	Timebuild Pty Ltd
Viento	Viento Group Ltd

Alan Shaw
Counsel
with authority of Byron Koster
President of the sitting Panel
Dated 19 January 2011