

Form 603Corporations Act 2001
Section 671B**Notice of initial substantial holder**

To Company Name/Scheme

VIENTO GROUP LTD

ACN/ARSN

000 714 054

1. Details of substantial holder (1)

Name

MR NICHOLAS JOHN SILVERTHORNE + MRS MAUREEN SILVERTHORNE

ACN/ARSN (if applicable)

The holder became a substantial holder on

18/11/11

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) |
|-------------------------|----------------------|--------------------|------------------|
| ORD | 9,464,914 | 9,464,914 | 17.5% |

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 |
|---------------------------------------------------------------------------------------------|------------------------------------------------|--------------------------------|
| MR NICHOLAS JOHN SILVERTHORNE + MRS MAUREEN SILVERTHORNE (ATF SILVERTHORNE TRUST A/C) | ACQUIRE PURSUANT TO SHAREHOLDER APPROVAL | 9,464,914 |

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 |
|---------------------------------------------------------------|---------------------------------------------------------------------------------------------|------------------------------------------------|--------------------------------|
| MR NICHOLAS JOHN SILVERTHORNE (ATF SILVERTHORNE TRUST A/C) | MR NICHOLAS JOHN SILVERTHORNE + MRS MAUREEN SILVERTHORNE (ATF SILVERTHORNE TRUST A/C) | | 9,464,914 |

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 | |
| MR NICHOLAS JOHN SILVERTHORNE + MRS MAUREEN SILVERTHORNE (ATF SILVERTHORNE TRUST A/C) | 18/11/11 | \$1419,737 | | ORD |

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 |
|-----------------------------------|-----------------------|
| | N/A |
| | |

7. Addresses

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

| Name | Address |
|----------------------------|----------------------------------|
| NICHOLAS JOHN SILVERTHORNE | C/- GRANT THORNTON, LEVEL 1 |
| MARKEERU SILVERTHORNE | 10 KINGS PARK RD, WEST PERTH, WA |

Signature

print name

Nicholas John Ross SilvertHORNE capacity *SHARE HOLDER*

sign here



date

22/11/2011

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.

Torrens Legal

Property and Commercial Lawyers

**TIMEBUILD PTY LTD
ACN 136 599 178**

AND

**DELTA ACE PTY LTD
ACN 126 839 094**

AND

**TAAC PTY LTD
ACN 124 395 553
ATF THE INDIAN OCEAN SUPERANNUATION FUND
(Vendor)**

AND

**NICHOLAS JOHN SILVERTHORNE AND MAUREEN KAYE SILVERTHORNE
AS TRUSTEE FOR THE SILVERTHORNE TRUST
ABN 87 583 397 596
(Purchaser)**

AGREEMENT FOR SALE OF SHARES VIENTO GROUP LIMITED

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This Agreement is dated the 30th day of August 2011

PARTIES

NICHOLAS JOHN SILVERTHORNE AND MAUREEN KAYE SILVERTHORNE AS TRUSTEE FOR THE SILVERTHORNE TRUST ABN 87 583 397 596 of C/- Grant Thornton Australia, Level 1, 10 Kings Park Road, West Perth, Western Australia (**Purchaser**)

AND

DELTA ACE PTY LTD ACN 126 839 094 of C/- Joe Catenacci Accountants, Unit 4B, 176 Main Street, Osbourne Park, Perth, Western Australia

AND

TAAC PTY LTD ACN 124 395 553 (formerly known as Indian Ocean Capital (WA) Pty Ltd) **AS TRUSTEE FOR THE INDIAN OCEAN SUPERANNUATION FUND** of 48 Wickham Street, East Perth, Western Australia

AND

TIMEBUILD PTY LTD ACN 136 599 178 of 48 Wickham Street, East Perth, Western Australia (Delta Ace Pty Ltd, TAAC Pty Ltd and Timebuild Pty Ltd collectively referred to as **Vendor**)

BACKGROUND

- A. The Vendor is the holder of the Shares in the Company.
- B. The Vendor has agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Vendor 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) **Agreement** means the agreement constituted by this document, including the recitals and any schedule or annexure;
- (b) **Agreement Date** means the date on which the last party to sign this Agreement signs this Agreement;
- (c) **Bank** means a bank carrying on business under the laws of the Commonwealth of Australia or of the State of Western Australia;
- (d) **Business Day** means any day other than a Saturday, Sunday, public holiday or bank holiday in Perth, Western Australia;
- (e) **Company** means Viento Group Limited ACN 000 714 054;
- (f) **Completion Date** means the date 7 days after satisfaction of the Condition or such earlier date that the parties may agree in writing;
- (g) **Condition** means the condition precedent to completion of the sale and purchase of the Shares set out in clause 3;
- (h) **Condition Satisfaction Date** means 75 days after the Agreement Date or such later date that the parties may agree in writing;
- (i) **Corporations Act** means the Corporations Act 2001 (Cth);

- (j) **Encumbrance or Encumbrances** means all or any encumbrances, mortgages, pledges, conditional sale agreements, security interests, restrictions, charges, claims, options, encumbrances, proxies or rights of third parties of every kind and nature;
- (k) **Person** includes any corporation, partnership, trust, joint venture, unincorporated association or other entity;
- (l) **Purchase Price** means \$1,419,737.10 being \$0.15 per Share; and
- (m) **Shares** means 9,464,914 fully paid ordinary shares in the Company, the breakdown of ownership between the parties constituting the Vendor being as follows:
 - (i) Delta Ace Pty Ltd – 3,632,636;
 - (ii) TAAC Pty Ltd – 74,624; and
 - (iii) Timebuild Pty Ltd – 5,757,654.

1.2 In this Agreement, unless the contrary intention appears:

- (a) a reference to:
 - (i) 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;
 - (ii) 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;
 - (iii) a person, firm, corporation, association or government body includes any other of them;
 - (iv) 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;
 - (v) a time is a reference to Perth, Western Australia time or the time of the place where any thing is to be done or any document or notice is to be received;
 - (vi) writing includes any mode of representing or reproducing words in a tangible and visible form, and includes facsimile transmission; and
 - (vii) a right includes a benefit remedy authority, discretion and power;
- (b) words importing:
 - (i) the singular includes the plural and vice versa; and
 - (ii) 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 4:00pm 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; and

- (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 Subject to satisfaction of the Condition, the Vendor agrees to sell and the Purchaser agrees to purchase the Shares for the Purchase Price free and clear of all Encumbrances.
- 2.2 The Purchaser shall make all payments under this Agreement by bank cheque drawn by any Bank.

3. SHAREHOLDER APPROVAL

- 3.1 Despite anything to the contrary in this Agreement, the sale and purchase of the Shares pursuant to this Agreement is subject to and conditional upon members of the Company approving such purchase (and with it an associate of the Purchaser obtaining a relevant interest in more than 20% of the securities of the Company) pursuant to section 611 of the Corporations Act on or before the Condition Satisfaction Date.
- 3.2 Each party must act in good faith and use its reasonable endeavours to obtain satisfaction of the Condition as soon as reasonably possible and by not later than the Condition Satisfaction Date.
- 3.3 Within 3 Business Days of the Agreement Date, the Purchaser must cause the Company to call a meeting of its members for the purpose of seeking satisfaction of the Condition.
- 3.4 If the Condition is not satisfied on or before the Condition Satisfaction Date, this Agreement shall automatically terminate and cease to be of any force and effect save for clause 12.9. Any such termination is without prejudice to any claim a party to this Agreement may have against another that arises from a breach of this Agreement prior to the date of termination.

4. COMPLETION

- 4.1 Completion of the transaction contemplated by this Agreement shall take place on the Completion Date at the offices of the Vendor or at such other place as the Vendor may nominate in writing that is in metropolitan Perth, Western Australia.
- 4.2 On the Completion Date the Purchaser shall pay to the Vendor the Purchase Price for the Shares in exchange for those Shares free and clear of all Encumbrances.

5. EVENTS ON COMPLETION

- 5.1 Subject to the provisions of this Agreement the Vendor shall deliver to the Purchaser the following on the Completion Date:
- (a) executed off market transfers for the Shares in favour of the Purchaser; and
 - (b) such other documents as shall reasonably be requested by the Purchaser (such request to be made no less than 3 Business Days prior to the Completion Date) in order to effectively carry out the transactions contemplated by this Agreement to occur on or before the Completion Date, duly executed by the Vendor.
- 5.2 The Purchaser shall deliver, or cause to be delivered to the Vendor the following on the Completion Date:
- (a) the Purchase Price;
 - (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 (such request to be made no less than 3 Business Days prior to the Completion Date) in order to carry out the transactions contemplated by this Agreement to occur on or before the Completion Date, duly executed by the Purchaser; and
- (d) all other documents required to be delivered on or before the Completion Date pursuant to this Agreement and not previously delivered.

6. DEFAULT

- 6.1 If the Purchaser fails to comply with the provisions of this Agreement or any of them then within 10 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; or
 - (c) do all or any of the above things at its option.
- 6.2 If the Vendor fails to comply with the provisions of this Agreement or any of them then within 10 Business Days of receipt of a written demand to do so (in addition to any other remedy available to the Purchaser) the Purchaser may:
- (a) provide written notice to the Vendor to terminate this Agreement;
 - (b) sue the Vendor for breach of contract; or
 - (c) do all or any of the above things at its option.
- 6.3 Each party (**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).

7. DELAY

- 7.1 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.
- 7.2 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.

8. WARRANTIES AND REPRESENTATIONS BY THE VENDOR

- 8.1 The Vendor represents and warrants to the Purchaser:
- (a) the Vendor is now and will be until the Completion Date, the sole legal owner of the Shares free and clear of any and all Encumbrances;
 - (b) at the Completion Date, the Shares will be an issuer sponsored holding; and
 - (c) the Vendor will at the Completion Date have the full right, power and authority to sell, transfer, assign and deliver to the Purchaser the Shares to be transferred to the Purchaser on the Completion Date and the sale, 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 Encumbrances at the Completion Date.
- 8.2 The Vendor acknowledges that the Purchaser will make its own enquiries in relation to the Company.

8.3 The representations and warranties contained in this clause 8 shall continue to have force and effect despite settlement under this Agreement.

9. GENERAL REPRESENTATIONS AND WARRANTIES

9.1 Each party (**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; and
- (d) this Agreement constitutes a valid and binding agreement of the Warranting Party enforceable in accordance with its terms.

9.2 The representations and warranties contained in this clause 9 shall continue to have force and effect despite settlement under this Agreement.

10. NOTICES

10.1 General

Any notice or other communication to or by any party shall be:

- (a) in writing and in the English language;
- (b) addressed to the address of the recipient shown in this Agreement or to such other address as it may have notified the sender; and
- (c) be signed by the party or by an authorised officer of the sender.

10.2 Method of service

In addition to any means authorised by law any communication may be given by:

- (a) being personally served on a party;
- (b) being left at the party's current address for service;
- (c) 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
- (d) facsimile to the party's current numbers for service.

10.3 Deemed service

A communication shall be deemed duly given or made in the case of:

- (a) delivery in person, when delivered;
- (b) delivery by post:
 - (i) on the date that delivery occurred as evidenced on the registered mail delivery receipt, in the case of postage by registered mail; or
 - (ii) in any other case on the third Business Day after posting; or
- (c) 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.

10.4 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.

10.5 Address for service

The addresses and numbers for service are initially:

(a) The Vendor:

Address: 48 Wickham Street,
East Perth, Western Australia 6004
Facsimile: (08) 9225-6993
Attention: Mr Allen Caratti/Ms Tina Bazzo

(b) The Purchaser:

Address: C/- Grant Thornton Australia
Level 1, 10 Kings Park Road
West Perth, Western Australia 6005
Facsimile: 08 93227787
Attention: Lia Jones

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

11. GOVERNING LAW

11.1 This Agreement shall be governed by and construed in accordance with the laws of Western Australia.

11.2 The parties each irrevocably and unconditionally submit to the non exclusive jurisdiction of the courts of Western Australia in the event of any breach of this Agreement 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.

12. MISCELLANEOUS

12.1 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.

12.2 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.

12.3 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.

12.4 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.

12.5 Remedies cumulative

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

12.6 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.

12.7 Time

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

12.8 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.

12.9 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.

12.10 Costs

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

12.11 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.

12.12 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.

EXECUTION BY THE PARTIES AS A DEED

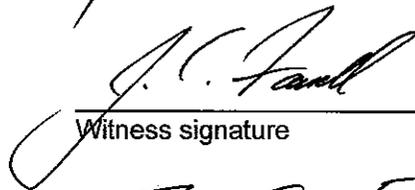
SIGNED by the said **NICHOLAS JOHN SILVERTHORNE AND MAUREEN KAYE SILVERTHORNE AS TRUSTEE FOR THE SILVERTHORNE TRUST ABN 87 583 397 596:**



Nicholas John Silverthorne



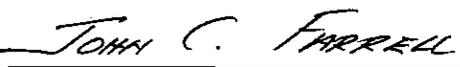
Maureen Kaye Silverthorne



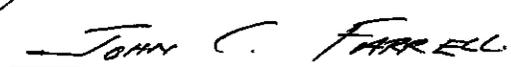
Witness signature



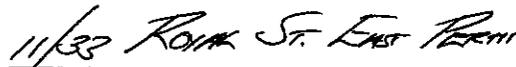
Witness signature



Full Name



Full Name



Address



Address



Occupation



Occupation

SIGNED for and on behalf of **DELTA ACE PTY LTD ACN 126 839 094** by authority of its directors in accordance with Section 127(1) of the Corporations Act 2001:

Francesco Carmello Mignacca
Director

Christina Marcia Caratti
Director

SIGNED for and on behalf of **TAAC PTY LTD ACN 124 395 553 ATF THE INDIAN OCEAN SUPERANNUATION FUND** by authority of its directors in accordance with Section 127(1) of the Corporations Act 2001:

Tina Michelle Bazzo
Director

Christina Marcia Caratti
Director

EXECUTION BY THE PARTIES AS A DEED

SIGNED by the said **NICHOLAS JOHN SILVERTHORNE AND MAUREEN KAYE SILVERTHORNE AS TRUSTEE FOR THE SILVERTHORNE TRUST ABN 87 583 397 596:**

Nicholas John Silverthorne

Maureen Kaye Silverthorne

Witness signature

Witness signature

Full Name

Full Name

Address

Address

Occupation

Occupation

SIGNED for and on behalf of **DELTA ACE PTY LTD ACN 126 839 094** by authority of its directors in accordance with Section 127(1) of the Corporations Act 2001:

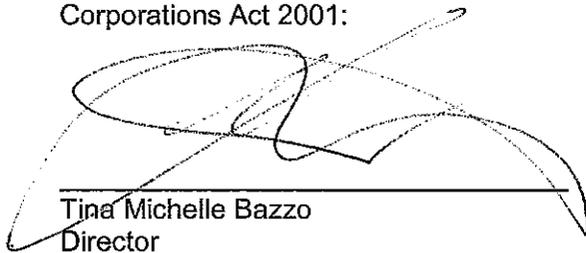


Francesco Carmello Mignacca
Director

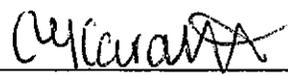


Christina Marcia Caratti
Director

SIGNED for and on behalf of **TAAC PTY LTD ACN 124 395 553 ATF THE INDIAN OCEAN SUPERANNUATION FUND** by authority of its directors in accordance with Section 127(1) of the Corporations Act 2001:

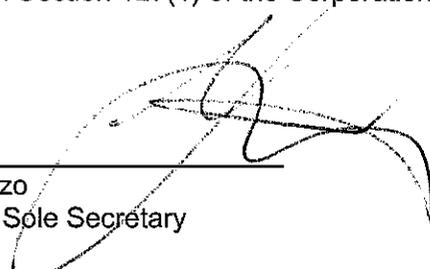


Tina Michelle Bazzo
Director



Christina Marcia Caratti
Director

SIGNED for and on behalf of **TIMEBUILD PTY LTD ACN 136 599 178** by authority of its directors in accordance with Section 127(1) of the Corporations Act 2001:



Tina Michelle Bazzo
Sole Director and Sole Secretary