

BELL IXL INVESTMENTS LIMITED

ACN 113 669 908
ABN 80 113 669 908

FAX TRANSMISSION

DATE: 13 December 2007
ATTENTION: Company Announcements Platform
COMPANY: Australian Securities Exchange Limited
FAX NUMBER: 1900 999 279
FROM: Ramon Jimenez
PAGES: 17 (including cover)

MESSAGE:

Dear Sir/Madam

RE: GOLDLINK INCOMEPLUS LIMITED ("GLI")

Please find attached a "Notice of initial substantial holder".

Yours faithfully

BELL IXL INVESTMENTS LIMITED

RAMON JIMENEZ
COMPANY SECRETARY

Level 2, 651-653 Doncaster Road
Doncaster, Victoria 3108
PO Box 111
Doncaster, Victoria 3108
AUSTRALIA



Tel: (03) 9840 8788
Fax: (03) 9840 0088
E-mail: info@bellixl.com
WWW: <http://www.bellixl.com/>
Ticker Symbols: BXL and BXLA

Form 603

Corporations Act 2001
Section 671B

Notice of initial substantial holder

Company Name/Scheme Goldlink Incomeplus Limited

ACN/ARSN 082 568 456

1. Details of substantial holder (1)

Name Bell IXL Investments Limited

ACN (if applicable) 113 669 908

and the other persons and companies referred to in paragraph 3 hereof.

The holder became a substantial holder on: 06/12/2007

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)
Fully paid ordinary shares	12,522,506	12,522,506	9.83%

At the date of this notice the company has 127,344,800 voting shares on issue each carrying one vote. This information is derived from the Annual Report released by the company to the market on 29/10/2007 being the last announcement made by the company that refers to the number of shares on issue.

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
BXL	Holder of voting shares, deemed relevant interests in voting shares held by associates (see paragraph 6) and purchaser of shares under share sale deed (see annexure "D") which deed confers the right to control the exercise of the votes attached to the shares being purchased.	12,522,506 fully paid ordinary shares
CSE and KPA	Holders and/or unregistered purchasers of voting shares and deemed relevant interests in voting shares held by associates (see paragraph 6).	12,522,506 fully paid ordinary shares
BIG, KIN, MON, PRH, PRD, JBC, EMJ, MLC, RLC, RJ and KP	Deemed relevant interests under section 608(3) of the <i>Corporations Act 2001</i> .	12,522,506 fully paid 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	Person entitled to be registered as holder (8)	Class and number of securities
All the persons/companies referred to in paragraph 3	Unknown	CSE (168,083) KPA (899,000)	1,067,083 fully paid ordinary shares
All the persons/companies referred to in paragraph 3	BXL	BXL	4,218,123 fully paid ordinary shares
All the persons/companies referred to in paragraph 3	CSE	CSE	1,052,579 fully paid ordinary shares
All the persons/companies referred to in paragraph 3	KPA	KPA	184,721 fully paid ordinary shares
All the persons/companies referred to in paragraph 3	ROC	ROC	6,000,000 fully paid 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 day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (\$)		Class and number of securities
		Cash	Non-cash	
BXL		See annexure "A" attached to this notice.		
CSE		See annexure "B" attached to this notice.		
KPA		See annexure "C" attached to this notice.		

6. Associates

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

Name and ACN (if applicable)	Nature of association
BXL, CSE and KPA	Acting in concert with respect to control of the company.

7. Addresses

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

Name	Address
BXL, BIG, KIN, MON, CSE and PRD	Level 2, 651-653 Doncaster Road, Doncaster, Victoria 3108
MLC and RLC	Apartment 2006, 2 Sovereign Point Court, Doncaster, Victoria 3108
JBC	Apartment 502, 8 Clay Drive, Doncaster, Victoria 3108
PRH, EMJ and RJ	23 Bordeaux Street, Doncaster, Victoria 3108
KPA	Level 9, 636 St Kilda Road, Melbourne, Victoria 3004
KP	9 Harper Street, Abbotsford, Victoria 3066

8. Glossary

The names of some of the persons and companies referred to in this notice have been abbreviated. The full names of those parties are as follows:

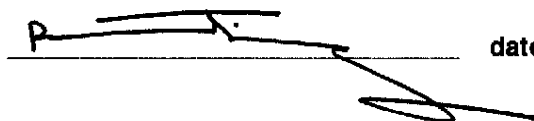
Abbreviation	Full name (and ACN where applicable)
BIG	The Bell IXL Group Limited (ACN 106 304 714)
BXL	Bell IXL Investments Limited (ACN 113 669 908)
CSE	Cellante Securities Pty. Ltd. (ACN 073 202 838)
EMJ	Elma Maria Jimenez
JBC	Josephine Bernadette Cellante
KIN	Kintara Nominees Pty Ltd (ACN 094 254 592)
KP	Karl Albert Pagnin
KPA	K. Pagnin Pty. Ltd. (ACN 108 353 788)
MLC	Massimo Livio Cellante
MON	Monvale Investments Pty Ltd (ACN 094 587 774)
PRD	Probdlay Pty. Ltd. (ACN 052 363 363)
PRH	Productofaam Holdings Pty. Limited (ACN 078 033 244)
RJ	Ramon Jimenez
RLC	Romano Livio Cellante
ROC	Rocket Science Pty Ltd (ACN 074 032 214)

Signature

print name Ramon Jimenez

capacity Substantial holder; and
Director BXL and BIG; and
Agent CSE, PRD, KIN, MON, PRH, JBC, EMJ, MLC, RLC, KPA and KP.

sign here



date

13/12/2007

NOTE:

In paragraphs 2, 3, 4 and 5 of this notice the substantial holders have elected to provide details of relevant transactions that have occurred on or before 12 December 2007 rather than the date on which they became substantial holders. All relevant information has been disclosed in this notice and the annexures so that interested parties can fully understand the dealings of the substantial shareholders in the securities of the company. It is believed that the information is most useful when presented in a single notice rather than multiple notices.

ANNEXURE "A"
FORM 603 - NOTICE OF INITIAL SUBSTANTIAL HOLDER
COMPANY: GOLDLINK INCOMEPLUS LIMITED (ACN 082 568 456)
DATE: 13/12/2007

PARAGRAPH 5 - CONSIDERATION

DEALINGS BY BXL

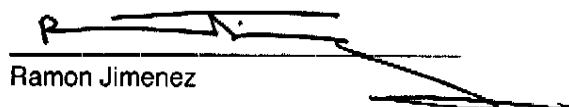
Date of change	Nature of change	Consideration given/received in relation to change	Class and number of securities affected	Person's votes affected
	<i>Opening balance</i>		0	0
03/09/2007	Purchase by BXL on-market	\$22,177.99	119,881	119,881
03/09/2007	Sale by BXL on-market	\$21,909.66	-119,881	-119,881
13/09/2007	Purchase by BXL on-market	\$7,200.00	40,000	40,000
28/09/2007	Purchase by BXL on-market	\$92,500.00	500,000	500,000
02/10/2007	Purchase by BXL on-market	\$69,436.44	385,758	385,758
03/10/2007	Purchase by BXL on-market	\$20,563.56	114,242	114,242
04/10/2007	Purchase by BXL on-market	\$26,035.38	144,641	144,641
05/10/2007	Purchase by BXL on-market	\$19,700.82	109,449	109,449
11/10/2007	Purchase by BXL on-market	\$7,429.05	40,157	40,157
12/10/2007	Purchase by BXL on-market	\$72,799.72	393,512	393,512
18/10/2007	Purchase by BXL on-market	\$10,183.51	55,046	55,046
19/10/2007	Purchase by BXL on-market	\$2,087.73	11,285	11,285
25/10/2007	Purchase by BXL on-market	\$11,291.11	61,033	61,033
01/11/2007	Purchase by BXL on-market	\$117,000.00	600,000	600,000
09/11/2007	Purchase by BXL on-market	\$19,500.00	100,000	100,000
12/11/2007	Purchase by BXL on-market	\$31,785.00	163,000	163,000
13/11/2007	Purchase by BXL on-market	\$25,350.00	130,000	130,000
14/11/2007	Purchase by BXL on-market	\$32,565.00	167,000	167,000
14/11/2007	Purchase by BXL on-market	\$31,200.00	160,000	160,000
15/11/2007	Purchase by BXL on-market	\$50,700.00	260,000	260,000
20/11/2007	Purchase by BXL on-market	\$20,475.00	105,000	105,000
20/11/2007	Purchase by BXL on-market	\$8,775.00	45,000	45,000
20/11/2007	Purchase by BXL on-market	\$423.54	2,172	2,172
21/11/2007	Purchase by BXL on-market	\$9,326.46	47,828	47,828
22/11/2007	Purchase by BXL on-market	\$50,700.00	260,000	260,000
22/11/2007	Purchase by BXL on-market	\$32,760.00	168,000	168,000
22/11/2007	Purchase by BXL on-market	\$30,225.00	155,000	155,000
06/12/2007	Purchase by BXL off-market †	\$1,350,000.00	6,000,000	6,000,000
			10,218,123	10,218,123

† Shares purchased on a deferred settlement basis. Please refer to annexure "D" for further information.

All securities referred to above are fully paid ordinary shares in the company. All on-market dealings are via the Australian Securities Exchange. Consideration is cash except where otherwise stated.

This is annexure "A" of one page referred to in Form 603 "Notice of initial substantial holder" dated 13/12/2007 filed in relation to Goldlink Incomeplus Limited (ACN 082 568 456).

sign here


Ramon Jimenez

date

13/12/2007

ANNEXURE "B"
FORM 603 - NOTICE OF INITIAL SUBSTANTIAL HOLDER
COMPANY: GOLDLINK INCOMEPLUS LIMITED (ACN 082 568 456)
DATE: 13/12/2007

PARAGRAPH 5 - CONSIDERATION

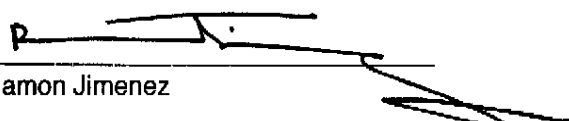
DEALINGS BY CSE

Date of change	Nature of change	Consideration given/received in relation to change	Class and number of securities affected	Person's votes affected
	<i>Opening balance</i>		0	0
03/09/2007	Purchase by CSE on-market	\$21,600.00	115,000	115,000
03/09/2007	Sale by CSE on-market	\$20,663.26	-115,000	-115,000
22/11/2007	Purchase by CSE on-market	\$8,775.00	45,000	45,000
22/11/2007	Purchase by CSE on-market	\$17,550.00	90,000	90,000
26/11/2007	Purchase by CSE on-market	\$4,465.00	23,500	23,500
27/11/2007	Purchase by CSE on-market	\$7,208.98	37,942	37,942
28/11/2007	Purchase by CSE on-market	\$18,511.51	97,429	97,429
29/11/2007	Purchase by CSE on-market	\$24,375.00	125,000	125,000
29/11/2007	Purchase by CSE on-market	\$4,863.43	25,597	25,597
03/12/2007	Purchase by CSE on-market	\$42,942.74	225,316	225,316
03/12/2007	Purchase by CSE on-market	\$12,451.08	65,532	65,532
05/12/2007	Purchase by CSE on-market	\$4,689.96	24,684	24,684
06/12/2007	Purchase by CSE on-market	\$47,500.00	250,000	250,000
07/12/2007	Purchase by CSE on-market	\$8,090.01	42,579	42,579
10/12/2007	Purchase by CSE on-market	\$10,585.28	55,712	55,712
11/12/2007	Purchase by CSE on-market	\$5,282.00	27,800	27,800
12/12/2007	Purchase by CSE on-market	\$16,068.49	84,571	84,571
			<u>1,220,662</u>	<u>1,220,662</u>

All securities referred to above are fully paid ordinary shares in the company. All on-market dealings are via the Australian Securities Exchange. Consideration is cash except where otherwise stated.

This is annexure "B" of one page referred to in Form 603 "Notice of initial substantial holder" dated 13/12/2007 filed in relation to Goldlink Incomeplus Limited (ACN 082 568 456).

sign here


 Ramon Jimenez

date

13/12/2007

ANNEXURE "C"
FORM 603 - NOTICE OF INITIAL SUBSTANTIAL HOLDER
COMPANY: GOLDLINK INCOMEPLUS LIMITED (ACN 082 568 456)
DATE: 13/12/2007

PARAGRAPH 5 - CONSIDERATION

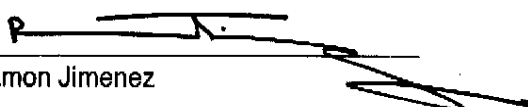
DEALINGS BY KPA

Date of change	Nature of change	Consideration given/received in relation to change	Class and number of securities affected	Person's votes affected
	<i>Opening balance</i>		0	0
07/12/2007	Purchase by KPA on-market	\$35,096.99	184,721	184,721
11/12/2007	Purchase by KPA on-market	\$33,150.00	170,000	170,000
11/12/2007	Purchase by KPA on-market	\$24,700.00	130,000	130,000
11/12/2007	Sale by KPA on-market	\$190.00	-1,000	-1,000
11/12/2007	Purchase by KPA on-market	\$120,000.00	600,000	600,000
			<u>1,083,721</u>	<u>1,083,721</u>

All securities referred to above are fully paid ordinary shares in the company. All on-market dealings are via the Australian Securities Exchange. Consideration is cash except where otherwise stated.

This is annexure "C" of one page referred to in Form 603 "Notice of initial substantial holder" dated 13/12/2007 filed in relation to Goldlink Incomeplus Limited (ACN 082 568 456).

sign here


 Ramon Jimenez

date

13/12/2007

06/12/2007 13:16 07 3503 9250
06 Dec 2007 12:34PM Trojan Investment Managem 07 3503 9250

p. 1

Lawyers | **McCullough
Robertson**

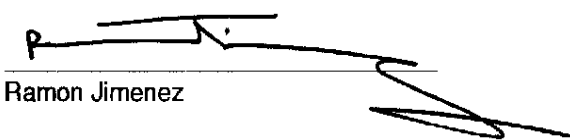
Share sale deed

Rocket Science Pty Ltd ACN 074 032 214 as trustee for The Trojan Capital Fund

Bell IXL Investments Limited ACN 113 669 908

This is annexure "D" of ten pages referred to in Form 603 "Notice of initial substantial holder" dated 13/12/2007 filed in relation to Goldlink Incomeplus Limited (ACN 082 568 456).

sign here


Ramon Jimenez

date 13/12/2007



Share sale deed

Dated 6 December 2007

Parties

Seller **Rocket Science Pty Ltd ACN 074 032 214 as trustee for The Trojan Capital Fund**
 of Suite 8, Level 9, 320 Adelaide Street, Brisbane, Queensland 4000

Buyer **Bell IXL Investments Limited ACN 113 669 906**
 of Level 2, 651-653 Doncaster Road, Doncaster, Victoria 3108

Background

- A The Company at the date of this Deed has issued capital of 127,344,800 ordinary shares.
- B The Seller is the registered holder of 6,000,000 issued shares in the capital of the Company.
- C The Seller wishes to sell to the Buyer and the Buyer wishes to buy from the Seller the Sale Shares and has agreed so to do on the terms and conditions contained in this Deed.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

In this document:

Term	Definition
Act	means <i>Corporations Act 2001</i> (Cth).
Australian Standard Transfer	means an off-market transfer using a standard form.
Business Day	has the same meaning as in the Market Rules.
Company	means GoldLink IncomePlus Limited ACN 082 568 456 of Level 3, 88 George Street, Sydney, New South Wales 2000.
Completion	means the completion of the sale and purchase of the Sale Shares as provided in clause 4.
Completion Date	means 31 March 2008.
Constitution	means the constitution of the Company.



Term	Definition
Encumbrance	means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, title retention or conditional sale agreement, hire or hire purchase agreement, option, restriction as to transfer, use or possession, easement, subordination to any right of any other person and any other encumbrance or security interest or adverse interest whatever.
Exchange	means ASX Limited ACN 008 624 691 and its subsidiaries.
Market Rules	means the ASX Market Rules as amended from time to time.
person	and words signifying persons include individuals, firms, partnerships, bodies corporate, associations and governments and governmental, semi-governmental and local authorities and agencies
Purchase Price	means \$1,350,000 (or \$0.225 per share).
Sell	includes procure the sale of.
Sale Shares	means the shares described in Background paragraph B.
Special Crossing	has the same meaning as in the Market Rules.
Trading Participant	has the same meaning as in the Market Rules.

1.2 Interpretation

In this document:

- (a) a singular word includes the plural and vice versa;
- (b) a word which suggests one gender includes the other gender;
- (c) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- (d) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (e) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (f) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (g) a reference to this document includes the agreement recorded by this document;
- (h) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (i) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;

The logo for McCullough Robertson, featuring the company name in a bold, sans-serif font. To the left of the name is a vertical line of small, square icons.

- (j) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity;
- (k) a reference to 'month' means calendar month; and
- (l) a reference to '\$' or 'dollar' is to Australian currency.

2 Sale and purchase of shares

- (a) The Seller sells to the Buyer and the Buyer buys from the Seller free from Encumbrances the Sale Shares together with all benefits, rights and entitlements accrued or attaching to the Sale Shares, for the Purchase Price.
- (b) The Purchase Price is to be paid in accordance with clause 9.12 on the Completion Date.

3 Voting rights

The Seller agrees to appoint a representative of the Buyer as its representative pursuant to section 250D of the Act to vote at any meeting of the Company held after execution of this document until the earlier of Completion or termination of this document.

4 Completion

Completion is to take place:

- (a) by Special Crossing to be effected on 26 March 2008 on the Exchange by a Trading Participant agreed to by the Buyer and Seller; or
- (b) If the parties do not agree on a Trading Participant or the Special Crossing does not occur on 26 March 2008 for any other reason, then by Australian Standard Transfer and the Seller must deliver, or cause to be delivered to the Buyer, a transfer form duly executed by the Seller in favour of the Buyer or its nominees in respect of all of the Sale Shares on the Completion Date.

5 Warranties and indemnities

- (a) The Seller warrants and represents to the Buyer in the terms set out in Schedule 1 as at the date of this document and separately as at the Completion Date.
- (b) Each of the warranties and representations contained in Schedule 1 may be construed by the Buyer before Completion as a condition.

6 Interest upon default

- (a) If any party defaults for more than seven days after the due date for the payment of any money payable under this document, that party must pay interest at the rate of 15% per annum on the amount in default from the time it falls due until the default ceases.
- (b) The right to require payment of interest is without prejudice to any other rights and remedies regarding the particular default.

The logo for McCullough Robertson, featuring the company name in a bold, sans-serif font. To the left of the name is a vertical bar composed of several horizontal segments, resembling a stylized 'M' or a bar chart.

7 Default by the Buyer

- (a) The Buyer is in default under this document if it:
- (i) fails to pay any part of the Purchase Price or any other money (including Interest) payable to the Seller under this document as and when it becomes due and payable; or
 - (ii) fails to perform and comply with any of the agreements or conditions contained in this document and on the part of the Buyer to be observed and performed.
- (b) Upon default by the Buyer under clause 7(a), all money remaining unpaid under this document is, at the option of the Seller, no longer payable at the times and in the manner specified in this document but becomes payable forthwith and the Seller may:
- (i) sue the Buyer for damages for breach of contract;
 - (ii) sue the Buyer for specific performance on this document with damages;
 - (iii) sue the Buyer for specific performance on this document or damages; or
 - (iv) rescind this document and exercise any one or more of the following remedies:
 - (A) forfeit any money paid by the Buyer;
 - (B) sue the Buyer for damages for breach of contract;
 - (C) resume possession of the Sale Shares if they have been delivered to the Buyer; or
 - (D) resell the Sale Shares with or without notice either as a whole or separately or by any mode at such prices at such times and places and upon such terms and conditions as to delivery payment or otherwise and generally in such manner in all respects as the Seller think fit.
- (c) Any deficiency in price arising on any resale referred to in clause 7(b) together with all expenses of any actual or attempted resale must be paid immediately to the Seller by the Buyer. Upon non-payment by the Buyer, such deficiency and expenses are recoverable by the Seller as liquidated damages and not as a penalty and it is not necessary for the Seller previously to have tendered a transfer of the Sale Shares to the Buyer. Any increase of price on any resale referred to in clause 7(b) belongs to the Seller as liquidated damages in addition to any money forfeited under clause 7(b).
- (d) The rights and remedies given to the Seller are deemed concurrent and not alternative.

8 Notice

8.1 Method of giving notice

A notice, consent or communication under this document is only effective if it is:

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and



- (c) given as follows:
- (i) delivered by hand to that person's address;
 - (ii) sent by prepaid mail (and by prepaid airmail if the person is overseas) to that person's address; or
 - (iii) sent by fax to that person's fax number where the sender receives a transmission confirmation report from the despatching machine indicating the transmission has been made without error and showing the relevant number of pages and the correct destination fax number or name of recipient.

8.2 When is notice given

A notice, consent or communication delivered under clause 8.1 is given and received:

- (a) If it is hand delivered or sent by fax:
- (i) by 5.00pm (local time in the place of receipt) on a Business Day – on that day; or
 - (ii) after 5.00pm (local time in the place of receipt) on a Business Day, or at any time on a day that is not a Business Day – on the next Business Day; and
- (b) If it is sent by post:
- (i) within Australia – three Business Days after posting; or
 - (ii) to or from a place outside Australia – seven Business Days after posting.

8.3 Address for notices

A person's address and fax number are those set out below, or as the person notifies the sender:

- (i) Rocket Science Pty Ltd
Attn: Troy Harry
Suite 8, Level 9
320 Adelaide Street
Brisbane, Queensland 4000

Fax: (07) 3503 9250
- (ii) Bell IXL Investments Limited
Attn:
Level 2
651-653 Doncaster Road
Doncaster, Victoria 3108

Fax: (03) 9840 0088

9 General

9.1 Amendments

This document may only be amended by written agreement between all parties.

**9.2 Assignment**

A party may only assign this document or a right under this document with the written consent of the other party.

9.3 Counterparts

This document may be executed in any number of counterparts. All counterparts together make one instrument.

9.4 No merger

The rights and obligations of the parties under this document do not merge on completion of any transaction contemplated by this document.

9.5 Entire agreement

- (a) This document supersedes all previous agreements about its subject matter and embodies the entire agreement between the parties.
- (b) To the extent permitted by law, any statement, representation or promise made in any negotiation or discussion, has no effect except to the extent expressly set out or incorporated by reference in this document.

9.6 Further assurances

Each party must do all things necessary to give effect to this document and the transactions contemplated by it.

9.7 No waiver

- (a) The failure of a party to require full or partial performance of a provision of this document does not affect the right of that party to require performance subsequently.
- (b) A single or partial exercise of or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy.
- (c) A right under this document may only be waived in writing signed by the party granting the waiver, and is effective only to the extent specifically set out in that waiver.

9.8 Governing law and jurisdiction

- (a) Queensland law governs this document.
- (b) Each party irrevocably submits to the exclusive jurisdiction of the Queensland courts and courts competent to hear appeals from those courts.

9.9 Severability

A clause or part of a clause of this document that is illegal or unenforceable may be severed from this document and the remaining clauses or parts of the clause of this document continue in force.



If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction, it is to be treated as being severed from this document in the relevant jurisdiction, but the rest of this document will not be affected.

9.10 Costs

Each party bears its own costs in relation to the preparation and signing of this document.

9.11 Joint and several liability

If a party to this document consists of more than one person, or a term is used in this document to refer to more than one party:

- (a) an obligation of those persons is joint and several; and
- (b) a right of those persons is held by each of them severally.

9.12 Method of payment

All payments required to be made to the Seller under this document must be made by crediting the following bank account with cleared funds:

Account name: Rocket Science Pty Ltd as trustee for The Trojan Capital Fund
Bank: Macquarie Bank
BSB: 184 446
Account no.: 118 468 628

9.13 Time of the essence

Time is of the essence of this agreement.



Schedule 1

Warranties (clause 5)

- 1 The execution and delivery of this document has been duly and validly authorised by all necessary corporate action on behalf of the Seller, the Seller has full corporate power and lawful authority to execute and deliver this document and to consummate and perform or cause to be performed its obligations in this document and this document constitutes a legal, valid and binding obligation on the Seller enforceable in accordance with its terms by appropriate legal remedy and does not conflict with or constitute or result in a breach of or default under any provision of the Constitution of the Seller, or any material term or any provision of any agreement or any deed or any writ, order or injunction, judgment, law, rule or regulation to which the Seller is party or by which the Seller is bound, and no statutory, government or other consent, authority or permit is necessary for the execution and performance of this document by the Seller.
- 2 The Sale Shares are freely transferable.
- 3 The Sale Shares have been fully paid up or allotted or credited as fully paid up.

Execution

EXECUTED as a deed.

Signed sealed and delivered by
Rocket Science Pty Ltd ACN 074 032 214 as trustee
for The Trojan Capital Fund on 6 December 2007
by:


A Troy John Harry
Director

A KW Harry
Director

A Troy John Harry
Full name of Director

A Kylie Wendy Harry
Full name of Director

Signed sealed and delivered
by Bell IXL Investments Limited ACN 113 669 908
on 06/12/2007 by:

A 
Director

A 
Director/Secretary

A MASSIMO LIVIO CELLANTE
Full name of Director

A ROMANO LIVIO CELLANTE
Full name of Director/Secretary