

BELL IXL INVESTMENTS LIMITED

ACN 113 669 908
ABN 80 113 669 908

FAX TRANSMISSION

DATE: 28 March 2008
ATTENTION: Company Announcements Platform
COMPANY: ASX Limited
FAX NUMBER: 1900 999 279
FROM: Ramon Jimenez
PAGES: 15 (including cover)

MESSAGE:

Dear Sir/Madam

RE: GOLDLINK INCOMEPLUS LIMITED ("GLI")

Please find attached a "Notice of change of interests of substantial holder".

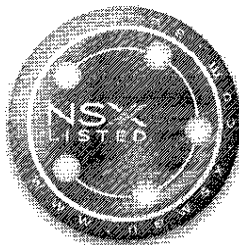
On 25 February 2008 our company released a substantial holding notice in which we declared that ourselves, and our associates K Pagnin Pty Ltd and Cellante Securities Pty Ltd, had a relevant interest in 25,468,960 fully paid ordinary shares in GLI and a voting power of 20% in GLI.

Our company has requisitioned a meeting of shareholders of GLI to remove and replace the Board of Directors with Massimo Livio Cellante, Anthony Richard Lewis and Ramon Jimenez.

A competing party that is also seeking to remove and replace the Board of Directors of GLI has alleged that our company and its associates are acting in concert (and hence are associated with) Mr. Lewis, his company Lewis Securities Limited and a number of clients of either Mr. Lewis or Lewis Securities Limited.

The competing party has stated that the alleged association gives our company an unfair advantage in voting at the forthcoming general meeting.

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

The company, and its associates, deny any association with Mr. Lewis and his interests. At no time did the company seek to take advantage of any voting power held by Mr. Lewis and the voting intentions of the parties were never discussed. Our company proposed that Mr. Lewis be appointed as an independent director of GLI in the interests of all GLI shareholders.

However, after consideration of the issues the company has, for commercial reasons, taken action to decrease its voting power in GLI by renegotiating a share purchase agreement that was entered into in December last year. As a result the company will now only purchase 3,500,000 shares from the vendor under that agreement as opposed to 6,000,000 shares as was originally intended.

The voting power of the company, and its associates, has therefore reduced from 20.00% to 18.04%.

The company understands that Mr. Lewis and his interests have a voting power of 1.9% in GLI.

If the voting power of the company, and its associates, was aggregated with the voting power of Mr. Lewis and his interests then the combined voting power would be 19.94%. However, as expressed above, there was and is no association or agreement between our company and Mr Lewis, Lewis Securities Limited or any of their respective clients in relation to voting of GLI shares.

Our company considers that its public announcements and disclosures in relation to GLI have been accurate, comprehensive and in full compliance with the requirements of the Corporations Act.

Yours faithfully

BELL IXL INVESTMENTS LIMITED


RAMON JIMENEZ
COMPANY SECRETARY

encl.

cc: Mr. Anthony Suters
Company Secretary
Goldlink Incomeplus Limited
Fax: (02) 8264 2588

cc: Mr. Michael Bishop
Partner
Pointon Partners
Fax: (03) 9642 8778

Form 604

Corporations Act 2001
Section 671B

Notice of change of interests of substantial holder

Company Name/Scheme Goldlink Incomeplus Limited
ACN/ARSN 082 568 456

1. Details of substantial holder

Name Bell IXL Investments Limited
ACN (if applicable) 113 669 908

together with the persons and companies referred to in paragraph 4 hereof.

There was a change in the interests of the substantial holder on: 28/03/2008
The previous notice was given to the company on: 25/02/2008
The previous notice was dated: 25/02/2008

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 had a relevant interest 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	Previous notice		Present notice	
	Person's votes	Voting power	Person's votes	Voting power
Fully paid ordinary shares	25,468,960	20.00% ¹	22,968,960	18.04% ²

¹ At the date of the last notice the company had 127,344,800 voting shares on issue each carrying one vote.

² 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 ASX on 29/10/2007 being the most recent statement by the company that confirms the number of shares on issue.

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 number of securities affected	Person's votes affected
28/03/2008	All the persons and companies referred to in paragraph 4.	Reduction in voting power arising from termination of share sale deed dated 06/12/2007 (copy previously disclosed as annexure "D" to	Refer to annexure "A"	-2,500,000 fully paid ordinary shares	-2,500,000

		initial substantial holding notice dated 13/12/2007) and entry into a new share sale deed (see annexure "A" hereto) which deed confers the right to control the exercise of votes attached to the shares being purchased.			
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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 number of securities	Person's votes
BXL	BXL (15,423,960)† CSE (1,745,000)† KPA (2,300,000) ROC (3,500,000)	BXL (15,423,960)† CSE (1,745,000)† KPA (2,300,000) ROC (3,500,000)	Holder of voting shares, deemed relevant interest in voting shares held by associates (see paragraph 5) and purchaser of shares under share sale deed which deed confers the right to control the exercise of the votes attached to the shares being purchased.	22,968,960 fully paid ordinary shares	22,968,960
CSE and KPA	As above	As above	Holders of fully paid ordinary shares and deemed relevant interest in shares held by associates (see paragraph 5).	As above	As above
BIG, KIN, MON, PRH, PRD, JBC, EMJ, MLC, RLC, RJ and KP	As above	As above	Deemed relevant interests under section 608(3) of the <i>Corporations Act 2001</i> .	As above	As above

† In the previous substantial holding notice dated 25/02/2008 given to the company and the ASX on that date it was stated that CSE had purchased 80,962 fully paid ordinary shares for total consideration of \$16,597.21 on 25/02/2008 and that the holding of CSE had increased from 1,745,000 to 1,825,962 shares. The information was incorrect and the 80,962 shares were purchased by BXL on 25/02/2008 for total consideration of \$16,597.21 resulting in the holding of BXL increasing from 15,342,998 to 15,423,960 shares. This error had no impact on the overall voting power of the parties referred to in this notice and the previous notice.

5. Changes in association

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

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

6. Addresses

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

Name	Address
BXL, BIG, KIN, MON, CSE and PRD	Level 2, 651 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
ROC	Suite 8, Level 9, 320 Adelaide Street, Brisbane, Queensland 4000

7. 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:

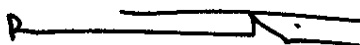
Abbreviation	Full name (and ACN where applicable)
BIG	The Bell IXL Group Limited (ACN 106 304 714)
BXL	Bell IXL Investments Limited (ACN 113 669 908)
CSE	Cellante Securities Pty. Ltd. (ACN 073 202 838)
EMJ	Elma Maria Jimenez
JBC	Josephine Bernadette Cellante
KIN	Kintara Nominees Pty Ltd (ACN 094 254 592)
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	Probdy Pty. Ltd. (ACN 052 363 363)
PRH	Productof foam 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

28/03/2008



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 "A" of 10 pages referred to in Form 604 "Notice of change of interests of substantial holder" dated 28/03/2008 filed in relation to Goldlink Incomeplus Limited (ACN 082 568 456).

Signed:


Ramon Jimenez

Date: 28/03/2008

Version: 1

Share sale deed

Dated 28 March 2008

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 113 669 908**
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 ordinary 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.
- D This Deed is being entered into by both parties to terminate and replace a previous agreement between them dated 6 December 2007.

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.

Term	Definition
Completion Date	means 2 April 2008.
Constitution	means the constitution of the Company.
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 \$862,500.00
Sell	Includes procure the sale of.
Sale Shares	means 3,500,000 fully paid ordinary shares in the Company.

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;

- (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

- (a) If it have not already done so, the Seller agrees to appoint a representative of the Buyer as its representative pursuant to section 250D of the Act to exercise the voting rights attached to the Sale Shares only and vote at any meeting of the Company held after execution of this document until the earlier of completion of the sale of the Sale Shares or termination of this document.
- (b) The Seller agrees that any appointment made under clause 3(a), whether made before or after the date of this agreement, is to continue to have effect until the earlier of completion of the sale of the Sale Shares or the termination of this document.
- (c) For the avoidance of any doubt it is expressly agreed between the Buyer and the Seller that, save and except for the Sale Shares, the Buyer shall have no rights whatsoever in respect of any other shares in the Company held by the Seller and any such shares may be voted, sold, encumbered, alienated or dealt with as the Seller in its absolute and sole discretion thinks fit.

4 Completion

- (a) Completion of the sale of the Sale Shares will take place on the Completion Date by the Seller delivering, or causing to be delivered to the Buyer a registrable transfer form duly executed by the Seller in favour of the Buyer or its nominee(s) in respect of the Sale Shares together with a copy of the holding statement for those shares. Such transfer form is to be duly completed with the securityholder reference number for the holding of the Sale Shares.
- (b) In accordance with section 109 of the *Instruments Act 1958* (Vic), the Seller, for valuable consideration and to secure the proprietary interest of the Buyer in the Sale Shares, irrevocably appoints the Buyer as its true and lawful attorney with effect from completion of the sale of the Sale Shares to do all things necessary, or required, in the name of and on behalf of the Seller to transfer the Sale Shares into the name of the Buyer or its nominee(s) including, but not limited to, executing and delivering documents.

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 of the sale of the Sale Shares 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 30% 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.

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 in relation to any Sale Shares for which payment has not been made;
 - (B) sue the Buyer for damages for breach of contract;
 - (C) resume possession of any Sale Shares for which payment has not been made 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: Massimo Livio Cellante
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, including the agreement referred to in Background paragraph D, 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 28 /03/2008 by:


A Troy J. Harry
Director

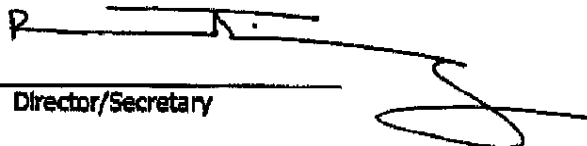
A K.W. Harry
Director/Secretary

A Troy John Harry
Full name of Director

A Kylie Wendy Harry
Full name of Director/Secretary

Signed sealed and delivered
by Bell IXL Investments Limited ACN 113 669 908
on 28/03/2008 by:

A 
Director

A 
Director/Secretary

A MASSIMO LIVIO CELLANTE
Full name of Director

A RAMON JIMENEZ
Full name of Director/Secretary