

DEED OF TERMINATION OF CONTRACT

THIS DEED OF TERMINATION OF CONTRACT is made on 20th day of August 2003

BETWEEN the

COMMONWEALTH OF AUSTRALIA ("the Commonwealth") represented by the Department of Employment and Workplace Relations, Sydney NSW, ABN 40 376 417 416 ("the Department")

AND

SEAWIND GROUP PTY LTD of 16 Industry Drive, Tweed Heads South NSW 2468
ABN 26 099 128 962 (the "Provider")

BACKGROUND:

- A. The parties entered into an Indigenous Employment Program Structured Training and Employment Project Contract on 6 January 2003 ("the Principal Contract").
- B. The parties now wish to terminate the Principal Contract. In order for such termination to take effect, the terms of the Principal Contract must be varied.
- C. Clause A3.2 of Schedule A of the Principal Contract requires that such variation be in writing and signed by both parties.

THE PARTIES AGREE

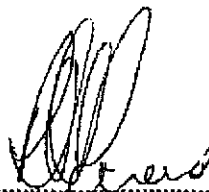
- 1. Upon execution of this Deed of Contract Variation, the Principal Contract shall be taken to be varied as follows:
 - (a) in clause 2.1, delete '5 February 2004 ('the End Date') or upon the conclusion of any Audit of the Project (which has commenced before the End Date), whichever is the later', and insert:
"the date on which the Provider and the Commonwealth execute a Deed of Termination of Contract, provided the Provider has
 - (a) completed an Acquittal to the satisfaction of the Department; and
 - (b) has returned to the Department all Establishment Funding not spent on the activities or items specified at subclause 5.2."
- 2. Upon satisfaction of all the conditions set out in clause 1 of this Contract Variation, the Provider and the Commonwealth shall, be taken to be discharged of their obligations arising out of the Principal Contract, except to the extent that such obligations would, apart from the operation of this clause, otherwise survive the termination of the Principal Contract by operation of clause A13 of Schedule A of the Principal Contract.

R S

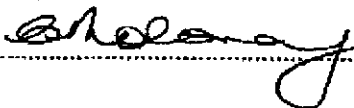
The parties have executed this Contract Variation on the date first above written.

SIGNED, SEALED AND DELIVERED as a DEED by:

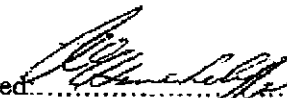
THE COMMONWEALTH OF AUSTRALIA)
by RUSSELL READ)
the Indigenous Employment Manager)
Of Level 8, 477 Pitt St, Sydney NSW 2000)
of the Department of Employment and)
Workplace Relations)



In the presence of:

 [WITNESS]

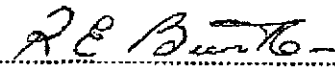
EXECUTED for and on behalf of
SEAWIND GROUP PTY LTD
by its attorney / authorised officer

)
)
) Signed: 

Name: R E HINCHCLIFFE

Position: Director

In the presence of:

 [WITNESS]



SEAWIND
GROUP PTY LTDABN 26 099 128 962
Reg. Export Lic. No. 1938P.O. Box 265,
Coolangatta, Qld. 4225.
Gold Coast,
Australia.www.seawind.com.au
Email sales@seawind.com.au
Phone 61 755247322
Fax 61 755247011

INDIGENOUS EMPLOYMENT

23 JUL 2003

BRANCH - NSW

23rd July, 2003.The Manager
Department of Employment & Workplace Relations
GPO Box 9879
SYDNEY. NSW. 2001.

Attention: Christine Moloney - Indigenous Employment Manager

Re: *STEP Project No. 5663402*

Dear Christine,

I refer to our telephone conversation of 22nd July, 2003 and as discussed enclose our cheque for \$10137.27 representing balance of funds held for pre employment of indigenous staff.

Unfortunately the economic situation has not changed and I believe it would be best to cancel the contract at this time.

We are optimistic that conditions will change for the better towards the end of this year or early next year and at that time we can reassess the situation.

I would take this opportunity to express on behalf of my Company our sincere gratitude to you and your staff for the professional manner in which our business transactions have been conducted.

Yours faithfully,
SEAWIND GROUP PTY LTDPer. 
R. E. Hinchcliffe
Managing Director