AUSTRALIAN CAPITAL TERRITORY

MEMORANDUM OF ASSOCIATION

OF

CANBERRA CHRISTIAN RADIO LIMITED
ACN 051 127 792

A COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A CAPITAL DIVIDED INTO SHARES

1. Company name

1.1 The name of the Company is Canberra Christian Radio Limited.

2. Objects and Powers

2.1 The **Objects** for which the Company is formed are:

2.1.1 To operate a community broadcasting station, in accordance with the approved license, in the Canberra region having in mind the needs of the region's Christian community and the predominantly Christian-based heritage of the Australian community.

2.1.2 To establish and operate studios and a radio station, broadcasting a well balanced blend of programs, educational material, news and 100% Christian music, and to distribute material of like nature to such persons, stations, corporations, churches and other organisations as the officers of the Ccompany shall see fit PROVIDED HOWEVER that such studios and station may also present material of a non-specific nature so long as it is presented within a Christian context;

2.1.3 To write, produce and distribute religious programmes, vocational programs, cultural programs, programs of interest to the public or any section thereof, public affairs programs, musical or dramatic performances, messages, news, reports, lectures, speeches, and any other matter conducive to the aims and objects of the Company;

2.1.4 To provide training in the various facets of broadcasting in which the Company is involved, and to provide counselling, instruction and direction as required;

2.1.5 To encourage the appreciation of moral and Christian values and promote such values that will be for the common good and the well-being amongst the people of the Australian Capital Territory and elsewhere;

2.1.6 To carry out such further and other objects or both (whether or not related to the foregoing) as the company may from time to time by ordinary resolution decide to undertake.

2.2 Subject to but without limiting the generality of the foregoing the Company may exercise any or all of the following **Powers**:

2.2.1 To purchase take on lease or in exchange hire and otherwise acquire any land buildings easements or property real and personal and any rights or privileges which may be requisite for the purposes of or capable of being conveniently used in connection with any of the objects of the Company PROVIDED that in the case the Company shall take or hold any property which may be the subject to any trusts the Company shall only deal with the same in such manner as is allowed by law having regard to such trusts;

2.2.2 To borrow or raise money with or without security and in such manner as the Company may think fit for any of the objects of the Company and in particular by overdrawn accounts at a bank or financial institution or by mortgage or debenture or other securities upon all or any of the property of the Company both present and future;

2.2.3 To make gifts and donations in furtherance of any objects of the Company; PROVIDED that the Company shall not subscribe to or support with its funds any company association or organisation which does not prohibit the distribution of its income or property among its members to the extent at least as great as that imposed on the Company by virtue of clause 2.2.8 of this memorandum;

2.2.4 To invest and deal with the money of the Company not immediately required in such a manner as the Directors may see fit;

2.2.5 To appoint employ remove or suspend such managers clerks secretaries servants workmen and other persons as may be necessary or convenient for the purposes of the Company;

2.2.6 To print publish and distribute (gratuitously or otherwise) any newspaper periodicals books or leaflets that the Company may think desirable;

2.2.7 To pay all or any expenses incurred in connection with the formation, promotion and operation of the Company or to contract with any person firm or company to pay the same;

2.2.8 To have the capacity of a natural person and to enjoy without limitation or restriction all the powers, rights, benefits and privileges conferred on a company by the Corporations Law.

3. Income and Property

3.1 The income and property of the Company whencesoever derived shall be applied solely towards the promotion of the objects of the Company as set forth in the Memorandum of Association.

3.2 No portion of the income and property of the Company whencesoever derived shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise howsoever by way of profit to the members of the Company except for that as provided in clause 3.3.

3.3 Nothing stated in clause 3.2 shall prevent the payment in good faith of reasonable and proper remuneration, honorarium or other benefit to any officer or servant or voluntary worker assisting the Company or prevent the payment of reasonable charges for goods or services supplied by a member to the Company or prevent the payment of interest at current commercial rates on money lent to the Company or prevent the payment of reasonable and proper rent for premises demised or let by any member to the Company or prevent the repayment of out-of-pocket expenses.

4. Liability

4.1 The liability of the members is limited.

5. Winding up

5.1 Each member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he is a member or within one year after he ceases to be a member for the payment of the debts and liabilities of the Company contracted before the time he ceases to be a member and of the costs charges and expenses of winding up and for the adjustments of the rights of the contributors among themselves, such amount as may be required not exceeding the lesser of the amount, if any, unpaid by the member in respect of membership of the Company or ten dollars ($10.00) in Australian currency.

6. Surplus property

6.1 If upon the winding up or dissolution of the Company there remains after satisfaction of all the company's debts and liabilities any property whatsoever then that property shall not be paid or distributed among the members of the Company but shall be given or transferred to some other organisation or organisations having objects similar to the objects of the Company and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under the memorandum, such organisation or organisations to be determined by the Directors of the Company at or about the time of winding up or dissolution and in so far as effect cannot be given to this provision then to some Christian religious or charitable object. If no determination is made by the Directors then the Company's property shall be so distributed as determined by a superior Court having jurisdiction but subject always to the restrictions set out in this clause.

7. Subscribers

7.1 The full names, addresses and occupations of the subscribers:

Warren Grahame Rout, of 119 Bingley Crescent Fraser ACT,
Retired Serviceman

Suzanne Jean Barnes, of 119 Bingley Crescent Fraser ACT,
School Teacher

Brian Walter Amies, of 39 Sharwood Crescent Evatt ACT,
Scientific Officer

Dudley Addison Scantlebury, of 22 Ballantree Street Belmont NSW,
Company Director

John Stewart Jenke, 20 Cossar Street Burwood Christchurch New Zealand,
Company Director

We the several persons whose names are subscribed hereto are desirous of being formed into a company in pursuance of this Memorandum of Association.

Signature of Subscriber	Signature of Witness	Name of Witness
W.G.Rout	H.H.Linsen	H.H. Linsen J.P.
S.J.Rout	R.Doyle	Richard Doyle
D.A.Scantlebury	L.Kennedy	Lilian Kennedy
J.S.Jenke	G.J.White	Gerald John White
B.W.Amies	H.H.Linsen	H.H.Linsen J.P.

Dated this 31st day of December, 1990