

COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION

**ETHNIC BROADCASTING ASSOCIATION OF QUEENSLAND LIMITED**

ACN 010049206

1. The name of the Company is the "Ethnic Broadcasting Association of Queensland Limited".
2. The objectives for which the Company is established are all or any of the following:
  - (a) to acquire, equip, maintain, conduct and arrange, on an access basis, broadcasting studio and premises for ethnic groups;
  - (b) to negotiate a community broadcasting licence and to transmit programs of a cultural, educational and social nature in accordance with the provisions of the "Australian Broadcasting Act October 1992";
  - (c) to establish liaison with other ethnic and community groups and broadcasters and to provide an exchange of information;
  - (d) to encourage and provide training for ethnic and community broadcasters;
  - (e) to promote the social welfare of Queensland's ethnic communities;
  - (f) to adhere to the code of ethics for community broadcasters as defined by the Community Broadcasting Association of Australia;
  - (g) to promote literature, music, and all forms of the arts and cultures of the ethnic communities among the community of Queensland;
  - (h) to promote the principles of neutrality, independence, democracy, diversity and participation at all levels of ethnic radio and television;
  - (i) for the purpose of carrying out its objects, to raise, borrow, invest, donate, expend and lend funds, acquire and dispose of any form of property, employ staff, enter into contracts and establish companies for the purpose of effecting the objects as aforesaid;
  - (j) to purchase, take on lease building, lease, licence or in exchange, hire or otherwise acquire any real or personal property and any rights and privileges which may be deemed necessary or convenient for the purposes of the Company;
  - (k) to construct, maintain, and alter any building or premises necessary or convenient for the purpose of the Company;
  - (l) to sell, improve, manage, develop, exchange, lease, mortgage, place under option, dispose of, turn to account or otherwise deal with either absolutely conditionally or for any limited interest all or any part of the property and assets as the

Company may think fit with power on a sale to allow any time or times for the payment of the whole or any part of the purchase money arising from such sale either with or without interest then at such rate or rates as the Company may think fit and either with or without a security and if with a security than with such a security as the Company may think fit;

- (m) to grant, create and transfer or reserve such easement rights of way drainage light air or such or any other easement of any kind whatsoever over upon or affecting the property of the Company or any part or parts thereof as to the Company may appear necessary or expedient and to surrender or accept the surrender of any easement;
- (n) to invest any moneys of the Company not immediately required for any of its objects in such manner as may from time to time be determined;
- (o) so far as it may be necessary so to do for or incidental to the purposes of the Company to make draw, accept, endorse, or negotiate cheques' promissory notes, bills of exchange or other negotiable or transferable instruments;
- (p) to borrow or raise money in such manner as the Company may think fit for its objects and in particular by mortgage of other securities of the Company with power if thought fit to charge such mortgages or other securities upon all or any of the property of the Company present or future;
- (q) to enter any amalgamation affiliation fusion or alliance with or to any other company or association whether incorporated or unincorporated having objects similar to or calculated to benefit generally the Company or its objects and purposes to acquire shares and interests in or lend money upon debentures or otherwise to any such company or association. Provided that this paragraph shall not authorise amalgamation or fusion except with a company or association the Rules of which prohibit the distribution of its income and property among its members to an extent at least as great as that imposed by the Company under paragraph 3 of this Memorandum;
- (r) to do all such other things as may appear to be incidental or conducive to the attainment of the above objectives;

and it is hereby declared that the provisions of the schedule to the Corporations Law shall not apply to the Company and the foregoing provisions of this paragraph shall be read and construed without reference to the provisions of that schedule.

3. 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 this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to the members, the Company or to any of them or to any person claiming through any of them, provided that nothing herein contained shall prevent the payment in good faith of remuneration to any officers or servants of the Company or to any member thereof or any other persons in return for any services actually rendered to the

Company, nor prevent the payment of interest at a rate not exceeding the amount of interest charged by the Commonwealth Trading Bank of Australia on overdraft account from time to time for money lent on reasonable and proper rent of premises demised or let by any member of the Company but so that no member of the governing body of the Company or any office of the Company paid fees and that no remuneration or other benefit in money or money's worth shall be given by the Company to any member of such governing body.

4. The liability of the members is limited.

5. Each member of the Company undertakes to contribute to the assets of the company in the event of its being wound up while he is a member or within one year after he ceased to be a member for payment of the debts and liabilities of the Company contracted before he ceased to be a member,

of the costs and charges and expenses of winding up and for adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding ten dollars.

6. If upon the winding up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities and property whatsoever, the same shall not be paid to or distributed among the members of the Company but shall be given or transferred to some other institution or institutions, having objects similar to the objects of this company, which is eligible for tax deductibility of donations under subdivision 30-B of the Income Tax Assessment Act 1997, and which shall prohibit the distribution of its or their income and property amongst its or their members to an extent at least as great as is imposed on the Company under or by virtue of Clause 3 thereof, such institution or institutions to be determined by the members of the Company at or before the time of dissolution or in default thereof by the Supreme Court of the State of Queensland, and if and so far as effect cannot be given the aforesaid provision then to come to some charitable object.

7. True accounts shall be kept of the sums of money received and expended by the Company, and matters in respect of which such receipts and expenditure take place, and of the property, credits and liabilities of the Company; and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Company for the time being in force, such amounts shall be open to inspection of the members.

8. Public Fund of Radio 4EB.

8.1 The Company shall establish and maintain a public fund ("the public fund").

8.2 The name of the public fund shall be "Public Fund of Radio 4EB".

8.3 The Company shall apply for listing of the public fund on the Register of Cultural Organisations of the Department of the Environment, Water, Heritage and the Arts of the Commonwealth of Australia ("ROCO") and shall use reasonable endeavours to maintain such listing of the public fund.

8.4.1 All and any donations to the public fund shall be deposited into the public fund listed on ROCO.

8.4.2 All donated moneys shall be kept separate from other funds of the Company and will only be used to further the principal purpose of the Company, namely,

acquiring, equipping, maintaining, conducting and arranging, on an access basis, a broadcasting studio and premises for ethnic groups.

- 8.4.3 The investment of donated moneys in the public fund shall be done in accordance with the guidelines for public funds as specified by the Australian Tax Office from time to time.
- 8.4.4 The public fund shall not receive any money or property other than donations.
- 8.4.5 All interest accruing on the donated moneys to the public fund shall be credited to the public fund.
- 8.5 The public fund shall be administered by a management committee or a subcommittee of the management committee, the majority of whom, because of their tenure of some public office or their professional standing, have an underlying community responsibility, as distinct from obligations solely in regard to the cultural objectives of the Company.
- 8.6 No moneys/assets in this public fund will be distributed to members or office bearers of the Company except as reimbursement of out-of-pocket expenses incurred on behalf of the public fund or proper remuneration for administrative services.
- 8.7 The Department of the Commonwealth of Australia responsible for the administration of ROCO shall be notified of any proposed amendments or alterations to provisions concerning the public fund, to assess the effect of any amendments on the public fund's continuing Deductible Gift Recipient status.
- 8.8 All receipts for gifts to the public fund must state:
  - (a) the name of the public fund and that the receipt is for a gift made to the public fund;
  - (b) the Australian Business Number of the Company;
  - (c) the fact that the receipt is for a gift; and
  - (d) any other matter required to be included on the receipt pursuant to the requirements of the *Income Tax Assessment Act 1997(Commonwealth)* from time to time.

**Winding-up clause**

- 8.9 If upon the winding-up or dissolution of the public fund listed on ROCO there remains after satisfaction of all its debts and liabilities, any property or funds, the property or funds shall not be paid to or distributed among the members of the Company but shall be given or transferred to some other fund, authority or institution having objects similar to the objects of this public fund, and whose rules shall prohibit the distribution of its or their income among its or their members, such fund, authority or institution to be eligible for tax deductibility of donations under Subdivision 30-B, section 30-100, of the Income Tax Assessment Act 1997 and listed on the Register of Cultural Organisations maintained under the Act.

We the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association:

Names and Addresses of subscribers:

<u>NAME AND SIGNATURE</u>	<u>ADDRESS</u>	<u>DESCRIPTION</u>
Gaetano Luigi Rando	5 Baloo Street Holland Park	Director
Charles Mula	8 Connolly Street Kedron	Director
Dennis Noel Arthy	879 Cavendish Road Mt Gravatt	Director
Hans Strein	4 Power Street North Ipswich	Director
Waddick Joseph Doyle	19 Queens Parade Hamilton	Director

Witness