

**THE COMPANIES ACT**

**CHAPTER 250 OF THE LAWS OF BELIZE  
(REVISED EDITION) 2000 - 2003**

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**MEMORANDUM OF ASSOCIATION**

**OF**

**BELMOPAN HUMANE SOCIETY**

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**A Charitable Company Limited by Guarantee  
and not having a Share Capital**

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- (1) The name of the company (hereinafter called the Association) is  
BELMOPAN HUMANE SOCIETY.**
  
- (2) The register office of the association will be situated in Belmopan at  
8 Trio Street Belmopan City Belize.**
  
- (3) The objects for which the association is established are:**
  - a. To establish, manage, and operate a facility to house abandon or  
unwanted dogs, cats and other animals until homes can be found  
for them.**

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- b. To establish, manage and operate a facility where humane euthanasia of sick, injured, or unwanted animals can take place.**
  
- c. To provide activities and services which promote proper pet care.**
  
- d. To provide low -cost spaying and neutering of dogs and cats.**
  
- e. Procure to be written and print, publish, issue and circulate gratuitously or otherwise any reports, or periodicals, books, pamphlets, leaflets or other documents.**
  
- f. To purchase or otherwise acquire lands for any estate or interest.**
  
- g. to create programmes to enable the association to sustain itself.**
  
- h. to raise money for any of the above purposes whether by way of mortgaging or charging all or any of the property of the**

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**association as may legally be mortgaged or charged with capital sums.**

**i. to accept subscriptions and donations (whether of real or personal estate) and devises and bequeaths for all or any of the purposes aforesaid, and to sell and dispose of, to lease and accept surrenders of leases of and manage all real estate (including leaseholders) so received and not required to be or capable of being occupied for the purposes of the**

**association and generally to manage invest and expand all monies belonging to the association.**

**j. to employ all such officers and servants as may be required for the purposes of the association.**

**k. to invest the monies of the association not immediately required for its purposes in or upon such investments,**

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**securities or property as may be thought fit, subject nevertheless to such conditions (if any) as may for the time**

**being be imposed or required by law and subject also as hereinafter provided.**

- I. to do all such other things as are incidental or conducive or necessary to the attainment of the above objects or any of them.**
- 4. The income of the property of the association, whencesoever derived, shall be applied solely towards the promotion of the objects of the association 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 of the association.**

**PROVIDED that nothing herein shall prevent the payment in good faith, of reasonable and proper remuneration to any officer or servant of the association, or to any member of the association, in return for any services actually rendered to the association, nor prevent the payment**

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**of interest at a rate not exceeding the commercial bank lending rate per annum on money lent or reasonable and proper rent for premises**

demised or let by any member of the association, but so that no member of the governing body of the association shall be appointed to any salaried office of the association or any office of the association paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the association to any members of such council or governing body, save and except that a Governor may at any time be appointed the Managing Governor and be given such remuneration or other benefits in money or money's worth by the association and except that the repayment may be made of out-of-pocket expenses and interest at the rate aforesaid on money lent to the association; and further expect that the prohibition last aforesaid shall not apply to any payment to any company of which a governor may be a member, and in which such member shall not hold more than one-hundredth part of the capital, and such member shall not be bound to account for any share of profits he may receive in respect of any such payment.

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5. If upon the winding up or dissolution of the association there

**remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the association, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the association, 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 association under or by virtue of clause 4 hereof, such institution to be determined by the members of the association at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some charitable object.**

- 6. The fourth and fifth paragraph of this memorandum contain conditions to which a licence granted by the Attorney General to the association in pursuance of Section 20 of the Companies Act, Chapter 250 of the Laws of Belize is subject.**

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- 7. The liability of the members is limited.**

**8. Every member of the association undertakes to contribute to the assets of the association, 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 payments of the debts and liabilities of the association contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding fifty dollars.**

**We the several persons whose name and address are subscribed, are desirous of being formed into a Company in pursuance of this memorandum of association.**

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**Names Addresses and Description of Subscribers**

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**Dated this                      day of                      2004.**

**WITNESS TO THE ABOVE SIGNATURES:**

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**Name**

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**Address**

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**Occupation**