



SCHEDULE 'A'

TO ARTICLES OF INCORPORATION OF  
HELP & SHELTER INC.

(A COMPANY LIMITED BY GUARANTEE

NOT HAVING A SHARE CAPITAL AND NOT FOR PROFIT)

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1. **Object**

The company is established for the following object:

“To provide subsidised or free assistance to persons who, faced with domestic violence or other social, socio-economic or personal problems, are in danger of having their need for help unmet because of poverty and lack of means.”

2. **Income and Property not for Profit**

The income and property of the company, howsoever derived, shall be applied solely towards the promotion of the object of the company as set forth at 1 above 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 company.

Provided that nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any officer or servant of the company, or to any member of the company, in return for any service actually rendered to the company, nor prevent the payment of interest on money lent or reasonable and proper rent for premises demised or let by any member of the company, but so that no member of the board of directors of the company shall be appointed to any salaried office of the company or to any office of the company paid by 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 board of directors except payment of out-of-pocket expenses and interest on money lent or reasonable and proper rent for premises demised or let to the company.

3. **Limited Liability**

The liability of the members of the company is limited.

4. **Guarantee**

Every member of the company undertakes to contribute to the assets of the company in the event of the same being wound up while s/he is a member or within one year after s/he ceases to become a member, for payment of the debts and liabilities of the company contracted before s/he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of contributions among themselves such amount as may be required not exceeding \$1,000 (one thousand dollars).

5. **Distribution on Winding Up or Dissolution**

If upon the winding up or dissolution of the company there remains after the satisfaction of all debts and liabilities any 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 body or bodies having objects similar to the object of the company and which shall prohibit the distribution of its or their income and property among its members to an extent at least as great as is imposed on the company under of by virtue of this clause, such body or bodies to be determined by the members f the company at or before the time of dissolution of the company, and in so far as effect cannot be given to this provision, then the property shall be applied to some charitable object or objects.

6. **Private Company**

No invitation shall be issued to the public to subscribe for any shares or debentures of the company and any shares issued shall not be transmissible in any way.

7. **Number of Members**

The number of members of the company is seventy five

