



AFRICAN COMMUNITY FUND

CHARTER

*Consolidated Legal Instrument
Governing the Constitution, Membership, Capital, and Operations*

Done at Nairobi, Kenya
This 07 day of November, 2025

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PREAMBLE

MINDFUL of the need to establish a durable store of value that preserves purchasing power while providing stability, liquidity, and broad global recognition and trust;

RECOGNIZING the aim of improving moral, cultural, and economic conditions through principled cooperation and sustainable development;

CONVINCED that promoting the development of cooperation and education will improve social cohesion and responsible growth within the communities served by the Fund;

ACKNOWLEDGING the contribution of all partners in supporting the Fund's objectives while preserving the integrity of its governance structure;

AFFIRMING the Fund's operational headquarters shall remain situated in Africa to serve as a hub for global cooperation;

HAVE HEREBY AGREED AS FOLLOWS:

CHAPTER I: NAME, LEGAL STATUS, AND OBJECTIVES

ARTICLE 1: NAME

- 1.1. The name of the institution is the **African Community Fund** (hereinafter referred to as "the Fund").
- 1.2. The Fund shall operate in accordance with the provisions of this Charter.

ARTICLE 2: LEGAL STATUS

- 2.1. The Fund shall be an international institution with full juridical personality and legal capacity to carry out its operations.
- 2.2. The Fund shall have the legal status and enjoy the immunities, privileges, facilities, and concessions necessary to fulfill its purpose across jurisdictions as detailed in Chapter V.
- 2.3. The headquarters of the Fund shall be situated in the territory of an African country selected by the Voting Meeting of Governance Members.

ARTICLE 3: OBJECTIVES AND PRINCIPLES

- 3.1. **Primary Objective:** The Fund aims to create a stable and durable store of value that is widely accepted and trusted internationally.
- 3.2. **Community and Socio-Economic Development:** The Fund seeks to benefit members by pursuing the development of their communities and improving their moral, cultural, and economic conditions through cooperation, education, and sustainable growth.
- 3.3. **Operational Integrity:** The Fund is guided by the principle of making natural resources equitable to members. Activities are inspired by cooperative principles of mutuality, long-term value creation, and responsible stewardship.

CHAPTER II: MEMBERSHIP

ARTICLE 4: ELIGIBILITY AND CLASSES

4.1. **Membership Classes:** Membership of the Fund shall be open to two distinct classes:

(a) **Class A Members (Governance Members):** Entities eligible for full participation in the governance of the Fund.

(b) **Class B Members (Non-Governance Members):** Entities eligible for economic participation without governance rights.

4.2. **Acquisition of Membership:** Membership is acquired upon subscribing to shares of the capital stock of the Fund and accepting the provisions of this Charter.

4.3. **Default Classification:** All new members shall be attributed **Class B (Non-Governance) Membership** upon admission.

4.4. **Admission and Upgrade:**

(a) Admission of new members shall be approved by the Executive Committee based on criteria aligned with the Fund's objectives.

(b) A Class B Member who has maintained continuous membership for a minimum tenure of **five (5) years** may be nominated for election to Class A status.

(c) Election to Class A status shall require the affirmative vote of holders representing at least **two-thirds (2/3) of all issued Class A Shares**.

(d) Class A Members shall define, from time to time, additional conditions for eligibility to Class A membership, provided such conditions are consistent with the mission of this Charter. No minimum shareholding threshold shall be imposed as a precondition for upgrade eligibility.

ARTICLE 5: RIGHTS AND OBLIGATIONS

5.1. **Class A Members (Governance):**

(a) Shall have the right to vote in Voting Meetings on a **one member, one vote** basis, ensuring equal sovereignty regardless of shareholding.

(b) Shall be eligible to stand for election to the positions of President, Ambassador, and the Executive Committee.

(c) Shall have the right to elect and, for cause, remove the Chair, President, Ambassadors, members of the Executive Committee, and the Chief Executive Officer.

5.2. **Class B Members (Non-Governance):**

(a) Shall hold shares that do not carry the right to vote in Voting Meetings.

(b) Shall be entitled to all economic rights, including distributions and loan rights, on equal terms with Class A Members, subject to Programs.

(c) Shall have the right to participate in Non-Voting Meetings and to submit recommendations and guidance with respect to the Executive Committee's activities. The Executive Committee shall provide a prompt and substantive response to such submissions.

5.3. **All Members:** Shall adhere to the provisions of this Charter and act in good faith to further the Fund's objectives.

CHAPTER III: CAPITAL AND SHARES

ARTICLE 6: AUTHORIZED CAPITAL AND SHARE VALUE

6.1. **Share Value:** The capital of the Fund is divided into shares. The nominal value of one (1) share is fixed at 1,000 USD (One Thousand United States Dollars).

6.2. **Maximum Supply:** The maximum authorized number of shares is 50,000,000,000 (Fifty Billion) shares.

6.3. **Share Classes:**

(a) Class A Shares: Issued to Governance Members.

(b) Class B Shares: Issued to Non-Governance Members.

6.4. **Parity:** Except for voting rights and eligibility for governance as specified in Article 5, Class A and Class B shares shall rank *pari passu* regarding economic rights and claims on assets.

ARTICLE 7: PAYMENT FOR SHARES

7.1. **Currency:** Payment for shares subscribed by Members shall be made in Gold, United States Dollars, or any convertible currency acceptable to the Executive Committee at the rate of exchange then prevailing.

7.2. **Schedule:**

(a) One-fifth (1/5) of the par value of each share shall be paid in upon allotment.

(b) The balance shall be paid in such instalments and on such dates as the Executive Committee may determine.

7.3. **Gold Valuation:** Payments made in Gold shall be valued based on the prevailing international market price at the time of receipt, verified by an independent assayer approved by the Fund.

7.4. **Declaration:** Payment for shares is subject to a good faith declaration regarding the source of funds or gold, consistent with applicable Know Your Customer (KYC) protocols.

ARTICLE 8: CALLS ON SHARES

8.1. If the nominal value or premium at which shares were originally subscribed remains owing, the Executive Committee shall from time to time make calls upon Members in respect of all such moneys unpaid on their shares.

8.2. **Notice:** At least twenty-eight (28) days' notice shall be given of each call.

8.3. **Interest:** If a call is not paid by the appointed day, the Member shall pay interest on the amount from the day appointed for payment to the time of actual payment at a rate fixed by the Executive Committee.

8.4. **Suspension of Rights:** No Member shall be entitled to receive any economic distribution or exercise any right (except voting rights for Class A) until payment has been made on all calls for the time being due.

ARTICLE 9: ALTERATION OF CAPITAL AND ANTI-DILUTION

9.1. **Increase:** The authorized capital may be increased by a resolution of the Voting Meeting acting upon the recommendation of the Executive Committee.

9.2. **Pre-emptive Rights:** In the event of new Class A Share issuance, existing Class A Members shall have pre-emptive rights to subscribe to new Class A shares in proportion to their existing holdings, to prevent dilution of governance control.

9.3. **Consolidation:** The Fund may consolidate and divide all or any portion of the share capital into shares of larger amount or sub-divide existing shares into shares of smaller denomination by resolution of the Voting Meeting.

9.4. **Reduction:** The Fund may reduce its share capital by a resolution passed by a Requisite Majority at a Voting Meeting.

ARTICLE 10: TRANSFER, FORFEITURE, PROTECTION, AND REGISTRY

10.1. Electronic Transferability:

(a) Shares within the same class may be exchanged electronically without limitation, subject to applicable international laws, sanctions regimes, and Know Your Customer (KYC) protocols.

(b) The Executive Committee shall establish policies to ensure compliance with anti-money laundering (AML) and counter-terrorism financing (CTF) obligations.

10.2. Digital Share Registry:

(a) The Fund shall maintain a secure Digital Share Registry to record all shareholdings, transfers, and encumbrances.

(b) Technical specifications, security standards, and operational protocols for the Digital Share Registry shall be determined by the Executive Committee via policy.

10.3. **Forfeiture:** If a Member fails to pay any call or instalment on the day appointed, the Executive Committee may serve a notice requiring payment. If requirements are not complied with, the shares may be forfeited by resolution of the Executive Committee.

10.4. **Consequence:** A person whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares but shall remain liable to pay all monies which, at the date of forfeiture, were payable to the Fund.

10.5. **Protection:** Member shares shall not be seized, frozen, confiscated, or otherwise restricted or withheld by any internal or external authority, except where a member has materially defaulted on an underlying obligation and after exhaustion of any contractual remedies and applicable process.

ARTICLE 11: VOLUNTARY WITHDRAWAL AND CAPITAL REDEMPTION

11.1. **Right to Withdraw:** Any Member in good standing (having met all capital calls and financial obligations) may voluntarily withdraw from the Fund by submitting a written Notice of Withdrawal to the Executive Committee.

11.2. **Notice Period:** The Notice of Withdrawal shall provide a notice period of not less than ninety (90) days and not more than one hundred and eighty (180) days prior to the intended date of withdrawal.

11.3. **Valuation of Shares:** Upon the effective date of withdrawal, the Member's shares shall be redeemed at their **Net Asset Value (NAV)** per share, calculated based on the most recent audited financial statements or a special valuation conducted by an independent valuer if the withdrawal occurs between audit cycles.

(a) The redemption price shall reflect the Member's pro-rata share of the Fund's assets, including accrued reserves, minus any outstanding liabilities attributable to that Member.

(b) The value shall strictly reflect the underlying asset value without speculative premium or discount.

11.4. Redemption Contract and Settlement Mechanism:

(a) **Issuance of Contract:** Within ninety (90) days of the effective withdrawal date, the Fund shall issue a Redemption Contract to the withdrawing Member, specifying the manner in which the redemption value will be satisfied.

(b) **Tiered Settlement Structure:** Recognizing that the Fund's assets may include both liquid and illiquid components, settlement of the redemption value shall follow this hierarchy:

(i) **Cash Component:** The Fund shall pay in cash an amount up to the proportion of its total liquid assets (cash and cash equivalents, including reserves) relative to total assets at the time of withdrawal.

(ii) **In-Kind or Deferred Component:** Any remainder of the redemption value may be satisfied, at the election of the withdrawing Member, by either:

(A) **In-Kind Transfer:** Delivery of tangible assets (e.g., metals, commodities) valued at the time of transfer by an independent third-party assayer; or

(B) **Deferred Cash Payment:** Payment of the balance in cash instalments over a period not exceeding twelve (12) months, accruing interest at a rate determined by the Executive Committee.

(c) **Member Election:** The withdrawing Member shall elect their preferred settlement method for the non-liquid portion within thirty (30) days of receipt of the Redemption Contract. Failure to elect shall result in default settlement via Deferred Cash Payment.

(d) **Hard Cap on In-Kind Transfers:** Unless expressly consented to in writing by the Member, in-kind transfers shall not exceed seventy percent (70%) of the total redemption value.

(e) **Title and Risk Transfer:** Title and risk of loss for any tangible assets transferred in-kind shall pass to the Member upon delivery or upon placement in a designated vault account in the Member's name, as specified in the Redemption Contract.

11.5. Independent Valuation and Dispute Resolution:

(a) Any tangible assets offered for in-kind transfer shall be valued by an independent third-party assayer or valuer mutually agreed upon by the Fund and the Member.

(b) In the event of a dispute regarding valuation, the matter shall be referred to a neutral expert whose decision shall be final and binding, with costs borne equally by the parties.

11.6. Liquidity Safeguard: In the event that aggregate withdrawal requests in any quarter exceed ten percent (10%) of the Fund's total liquid assets, the Executive Committee may pro-rate cash payments to ensure equitable treatment. The total settlement period defined herein shall not be extended beyond twelve (12) months without the consent of the Voting Meeting.

11.7. Cessation of Rights: Upon full satisfaction of the Redemption Contract, the withdrawing Member shall cease to hold any shares, rights, or obligations regarding the Fund, except for liabilities incurred prior to the withdrawal date.

CHAPTER IV: GOVERNANCE

ARTICLE 12: VOTING MEETINGS AND NON-VOTING MEETINGS

12.1. **Distinct Convenings:** The Fund shall convene two distinct types of meetings:

- (a) **Voting Meetings:** Convened for Class A (Governance) Members to exercise voting rights.
- (b) **Non-Voting Meetings:** Convened for Class B (Non-Governance) Members to provide input and receive updates.

12.2. **Voting Meetings (Class A):**

- (a) Only Class A Members shall have the right to vote. Voting shall be conducted on a **one member, one vote** basis, ensuring equal sovereignty regardless of shareholding.
- (b) **Powers:** The Voting Meeting shall:
 - (i) Elect and, for cause, remove the Chair, President, Ambassadors, members of the Executive Committee, and the Chief Executive Officer;
 - (ii) Approve the annual financial statements and external audit report;
 - (iii) Approve amendments to this Charter;
 - (iv) Vote on major strategic decisions, including dissolution.
- (c) **Quorum and Passage:** Unless otherwise specified, deliberations are passed by a majority of votes of Class A Members present or represented.

12.3. **Non-Voting Meetings (Class B):**

- (a) Class B Members may attend, deliberate, and submit formal recommendations and guidance with respect to the Executive Committee's activities, Programs, and strategic direction.
- (b) **Executive Committee Response:** The Executive Committee shall provide a prompt and substantive written response to recommendations submitted in Non-Voting Meetings within sixty (60) days of receipt.
- (c) Class B Members shall have no voting rights in any matter of Fund governance.

ARTICLE 13: THE CHAIR

13.1. **Inaugural Election:** The Founding Members shall elect the inaugural Chair by a simple majority vote at the Founding Assembly. For purposes of this Article, "Founding Members" means those entities that subscribed to shares and ratified this Charter at the Founding Assembly prior to the Fund's entry into force.

13.2. **Term and Renewal:**

- (a) The Chair shall serve a term of **ten (10) years** from the date of election.
- (b) The term shall renew **automatically** for successive ten (10) year periods unless, not less than **six (6) months** prior to the expiration of the then-current term, Class A Members, by the affirmative vote of at least **two-thirds (2/3) of all Class A Members** at a specially convened Voting Meeting, elect a new Chair.
- (c) Any election of a new Chair under this provision shall take effect upon the expiration of the incumbent Chair's term.

13.3. **Succession:**

- (a) The Chair may designate a successor to serve for the **remaining term of the Chair's mandate** in the event of vacancy due to resignation, death, incapacity, or removal.
- (b) Such designation shall be made in writing and communicated to the Executive Committee and Class A Members.
- (c) If the Chair does not designate a successor prior to a vacancy, the Executive Committee shall appoint an interim Chair to serve until a new Chair is elected by Class A Members in accordance with Article 13.2(b).

13.4. **Executive Committee Establishment:** The Chair is responsible for establishing the Executive Committee and shall set its mandate, structure, and governance framework.

13.5. **Directives:** The Chair, acting on behalf of the Fund, is authorized to adopt resolutions or other directives, consistent with this Charter, to implement the Fund's mission.

13.6. **Chief Executive Officer:**

(a) The Chair shall appoint a **Chief Executive Officer (CEO)** responsible for the day-to-day operational authority of the Fund.

(b) The appointment of the CEO shall be subject to **ratification by the Executive Committee**.

(c) The Chair shall define and may amend the CEO's mandate, responsibilities, and performance criteria.

(d) The CEO shall serve at the pleasure of the Chair, subject to removal for cause by the Chair or by the affirmative vote of two-thirds (2/3) of Class A Members for gross misconduct, incapacity, or material breach of fiduciary duty.

13.7. **Interim Appointments:** The Chair may appoint interim holders of the positions of **President and Ambassadors** to serve until the next Voting Meeting election.

13.8. **Removal for Cause:** The Chair may be removed from office prior to the expiration of their term by the affirmative vote of at least **two-thirds (2/3) of all Class A Members** present at a specially convened Voting Meeting, solely for proven gross misconduct, incapacity, or material breach of fiduciary duty.

ARTICLE 14: EXECUTIVE COMMITTEE

14.1. **Composition and Appointment:**

(a) The Executive Committee shall be appointed by the Chair.

(b) The size and composition of the Executive Committee shall be at the sole discretion of the Chair.

(c) The Chair may appoint external experts who are not Members of the Fund to serve on the Executive Committee.

(d) Members of the Executive Committee shall serve at the pleasure of the Chair, subject to removal by the Chair or by the affirmative vote of two-thirds (2/3) of Class A Members for cause.

14.2. **Functions:** The Executive Committee is responsible for the strategic supervision and management of the Fund, including:

(a) Defining yearly Programs and approving loans;

(b) Ensuring compliance with this Charter and applicable laws;

(c) Overseeing the Digital Share Registry and share transfer protocols;

(d) Managing the Fund's liquidity and asset allocation.

14.3. **Financial Oversight and Audit:**

(a) The Executive Committee shall ensure that the Fund's accounts are audited annually by independent external auditors of recognized standing.

(b) The Executive Committee shall cause to be published, within one hundred and eighty (180) days of the close of each financial year, annual financial statements accompanied by the report of the external auditors.

14.4. **Meetings:** The Executive Committee shall meet at least once every quarter. Decisions are taken by a majority of votes of the members present.

ARTICLE 15: CEREMONIAL OFFICERS: PRESIDENT AND AMBASSADORS

15.1. **Election and Roles:** Class A Members, in Voting Meetings, shall elect a President and Ambassadors to serve in a ceremonial capacity focused on:

(a) Member engagement and community relations;

(b) Public affairs and strategic communications;

(c) External representation of the Fund at diplomatic, cultural, and institutional forums.

15.2. **Regional Focus:** Ambassadors shall maintain a specific regional and community focus to ensure diverse representation and inclusive outreach across the Fund's areas of operation.

15.3. **Limitation of Authority:** The positions of President and Ambassadors shall have **no day-to-day operational authority**, which remains vested solely in the Chief Executive Officer and the Executive Committee.

15.4. **Mandate Definition:** The Chair shall define and may amend the mandates of the President and Ambassadors to align with the Fund's strategic objectives.

ARTICLE 16: YEARLY PROGRAMS

16.1. **Definition:** Each year, the Executive Committee shall provide a list of Programs to fulfill the obligations of this Charter. These Programs shall align with the objectives of community development, moral, cultural, and economic improvement.

16.2. **Approval:** The list of Programs and associated criteria shall be submitted to the Voting Meeting for approval.

16.3. **Updates:** The Fund will regularly update the Programs and criteria on the Fund's official website.

16.4. **Modification:** Any update or modification to the Programs and criteria during the financial year requires approval with a majority vote of the Voting Meeting or the Executive Committee, as delegated by the Meeting.

ARTICLE 17: MEMBER LOAN RIGHTS

17.1. **Eligibility:** All Members, irrespective of class, have equal right to apply for loans from the Fund for projects that fall under the Programs laid out by the Executive Committee.

17.2. **Conditions:** Loans shall be granted based on published criteria, creditworthiness, and alignment with the Fund's objectives of sustainable development and responsible stewardship.

17.3. **Interest Rates:** Interest rates on loans shall be determined by the Executive Committee to ensure sustainability of the Fund while remaining equitable to members, avoiding usurious or speculative rates.

CHAPTER V: IMMUNITIES, EXEMPTIONS, PRIVILEGES, AND CONCESSIONS

ARTICLE 18: PERSONAL IMMUNITIES, PRIVILEGES AND EXEMPTIONS

18.1. All Representatives, members of the Executive Committee, officers, and employees of the Fund and consultants performing missions for the Fund:

- (a) Shall be immune from legal process with respect to acts performed by them in their official capacity;
- (b) Shall be accorded the same immunities from immigration restrictions and alien registration requirements as are accorded by Participating States to representatives of comparable rank of other states or international organizations;
- (c) Shall be exempt from any form of direct or indirect taxation on salaries, emoluments, and pension paid by the Fund.

18.2. The Chair and senior officers shall be immune from personal arrest or detention, except that this immunity shall not apply to civil liability arising from a road traffic accident.

ARTICLE 19: IMMUNITY OF PROPERTY AND ASSETS

19.1. The property and assets of the Fund wherever located and by whomsoever held shall be immune from:

- (a) Search, requisition, expropriation, confiscation, nationalization, and all other forms of seizure, taking or foreclosure by executive or legislative action; and
- (b) Seizure, attachment or execution before the delivery of final judgement or award against the Fund.

19.2. For the purpose of this Article, the term "property and assets of the Fund" shall include property and assets owned or held by the Fund and deposits and funds entrusted to the Fund in the ordinary course of business.

ARTICLE 20: FREEDOM OF OPERATIONS FROM RESTRICTION

20.1. To the extent necessary to implement the purpose of the Fund, each Participating State shall waive, and refrain from imposing, any administrative, financial or other regulatory restrictions that are likely to hinder in any manner the smooth functioning of the Fund.

20.2. To this end, the Fund, its property, assets, operations and activities shall be free from restrictions, regulations, supervision or controls, moratoria and other legislative, executive, administrative, fiscal and monetary restrictions of any nature.

20.3. The Fund may freely carry on all forms of banking business and financial services authorized under the Charter, purchase, hold and dispose of currencies and securities, and raise funds without restriction.

ARTICLE 21: EXEMPTION FROM TAXATION

21.1. The Fund, its property, assets, income, operations and transactions shall be exempt from all taxation and custom duties.

21.2. The Fund, and its receiving, fiscal and paying agents shall be exempt from any obligation relating to the payment, withholding or collection of any tax or duty out of funds owned by, or otherwise appertaining to, the Fund.

21.3. This exemption includes all forms of taxes, duties, charges, levies, and imposts of any kind whatsoever, including stamp duty and other documentary taxes.

ARTICLE 22: WAIVER OF IMMUNITIES AND PRIVILEGES

22.1. The immunities and privileges provided in this Charter are granted in the interest of the Fund and may only be waived, to such extent and upon such conditions as the Executive Committee shall determine, in cases where such a waiver would not, in its opinion, prejudice the interests of the Fund.

22.2. The Chief Executive Officer shall have the right and the duty to waive the immunity of any officer or employee of the Fund in cases where, in his opinion, the immunity would impede the course of justice and can be waived without prejudice to the interests of the Fund.

CHAPTER VI: FINANCIAL PROVISIONS

ARTICLE 23: FINANCIAL YEAR AND AUDIT

23.1. **Financial Year:** The financial year of the Fund shall begin on 1st January and end on 31st December of each year.

23.2. **External Audit:** The accounts of the Fund shall be audited each financial year by external auditors of recognized international standing, appointed by the Voting Meeting.

23.3. **Reporting:** The Executive Committee shall lay the annual financial statements and the report of the External Auditors before the Annual Voting Meeting.

CHAPTER VII: AMENDMENTS, DISSOLUTION, AND SUPPLEMENTARY AGREEMENTS

ARTICLE 24: AMENDMENTS

24.1. Any provision contained in this Charter may be amended by a resolution passed by a majority vote of Class A Members present or represented at a Voting Meeting.

24.2. Amendments affecting the core objectives, Capital Structure, Voting Rights, Immunities, or the position of the Chair require a majority vote of at least two-thirds of the holders of all issued Class A Shares present or represented at the Voting Meeting.

24.3. All amendments adopted by the Voting Meeting are subject to confirmation by the Chair in accordance with Article 12.2.

ARTICLE 25: DISSOLUTION

25.1. **Perpetual Existence:** The Fund shall exist in perpetuity until dissolution by its members as provided herein.

25.2. **Dissolution Vote:** Dissolution of the Fund shall occur only upon the affirmative vote of holders representing at least **seventy-five percent (75%) of all Voting (Class A) Members**.

25.3. **Liquidation Process:** In the event of dissolution, the Voting Meeting shall appoint liquidators, establish their powers, the modalities of liquidation, and the destination of any final balance.

25.4. **Distribution of Assets:** Upon dissolution, after discharging all liabilities to creditors and employees, any remaining assets shall be distributed to members *pro rata* to their shareholdings or devolved to other cooperative institutions with similar objectives, as determined by the Voting Meeting.

ARTICLE 26: SUPPLEMENTARY AGREEMENTS

26.1. Each Participating State may enter into a supplementary agreement with the Fund to the extent necessary to attain the purpose of this Charter.

26.2. Such agreements shall not contradict the provisions of this Charter and shall be approved by the Executive Committee.

CHAPTER VIII: GENERAL PROVISIONS

ARTICLE 27: DISPUTE RESOLUTION

27.1. Any question of interpretation or application of the provisions of this Charter arising between Members inter se or between a Member and the Fund shall be submitted to the Executive Committee for decision.

27.2. If unsatisfied, the question may be referred to the Voting Meeting, whose decision shall be final and binding, subject to confirmation by the Chair.

27.3. Neither the Fund nor any Member may bring action in court in respect thereof, except to enforce a decision of the Executive Committee or the Voting Meeting.

ARTICLE 28: LANGUAGES

28.1. The texts of this Charter in English, French, Portuguese, Swahili and Arabic shall be equally authentic.

ARTICLE 29: ENTRY INTO FORCE

29.1. This Charter shall enter into force upon the subscription of the minimum capital required by the Executive Committee and the appointment of the first Executive Committee.

SIGNATURE PAGE

DONE at Nairobi, Kenya, this 07 day of November, 2025.

CHAIR OF THE FOUNDING ASSEMBLY

[Signature / Name / Date]

This Charter represents a consolidated legal instrument created with precision to balance governance integrity, member rights, operational flexibility, and long-term sustainability. All provisions are intended to be interpreted in accordance with principles of international institutional law and good faith.