

FOUNDATION CHARTER

I Sixty-One Charitable Foundation

Amended 20 December 2023

The undersigned, **GELDENHUYS Tamany Joan**, having **passport number A08222356** and residing at **Coastal Road, Tamarin, Mauritius** acting as founder (the "Founder") in accordance with the provisions of the Foundations Act 2012 of the Republic of Mauritius (the "Act"), hereby establishes the Foundation, which shall possess legal personality, shall be governed by the laws of the Republic of Mauritius and shall possess the characteristics in this Charter:

NOW THIS FOUNDATION CHARTER WITNESSTH AS FOLLOWS:

I. NAME

- a. Following registration and issuance of the Certificate of Registration in accordance with the Act, the foundation shall bear legal personality and in its own right and shall be known as The I Sixty-One Charitable Foundation (the "Foundation")
- b. The Foundation may at any time, after its registration, change its name in the manner provided under the Act.

II. REGISTERED OFFICE

- a. The registered office of the Foundation shall be 105 Domaine de Palmyre, Petite Rivière Noire, Mauritius or in such other places as the Council may determine.
- b. Any change in the registered office of the Foundation shall be made in accordance with the Act.

III. SECRETARY

- a. The Secretary of the Foundation shall be Kursley Nullatamby as amended from time to time by the Council.

IV. FOUNDER

- a. The founder of the Foundation is **GELDENHUYS Tamany Joan** having passport number **A08222356** and residing at **Coastal Road, Tamarin, Mauritius** (the "Founder").
- b. Any person who shall endow assets to the Foundation after its registration with the Registrar of Foundations (the "Registrar") shall not thereby acquire the power of the Founder.
- c. The Founder has no rights or powers other than the appointment of the members of the Council of the Foundation upon initial registration of the Foundation.

V. PURPOSE

The Foundation is exclusively for charitable purposes providing a collaborative platform to encourage synergy between key stakeholders which will ensure the provision of effective and sustainable solutions in uplifting those oppressed by poverty, gender inequality and injustice as well as to renew and rebuild in times of crisis.

The aim of such a collaboration would be to sustainably restore broken families and communities through capacity building of organisations such as nongovernmental organisations

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(NGO's), and by striving to work towards relevant international and governmental outcomes eg. the Mauritian Government's Key Priority Areas and the United Nations Sustainable Development Goals.

VI. DURATION OF THE FOUNDATION

The Foundation is established for an indefinite period

VII. OBJECTIVES

The objectives of the Foundation are exclusively for charitable purposes and are as follows:

- 1) To provide a platform to access funding for community projects and beneficiaries by linking local stakeholders.
- 2) To identify beneficiaries and projects which:
 - a) alleviate poverty through empowering the community by improving the standard of living and supporting the advancement of education, thus arresting the cycle of poverty
 - b) support the fight against social injustice and promote human rights as well as the upliftment of women and children in the community exposed to gender-based violence and exclusion.
 - c) support communities in times of crises
 - d) protect the environment in any way possible
 - e) are in line with the government's priority areas and the UN's Sustainable Development Goals
- 3) To encourage, support and walk alongside organisations which are in line with the objectives above.
- 4) To identify funders compliant with local government regulations who offer ethically sourced funds
- 5) Once funding has been sourced and matched with the appropriate project, the Foundation will monitor activities of the beneficiaries and provide feedback to the funder.

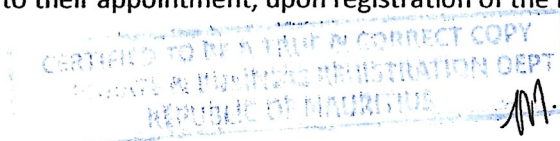
The objectives of the Foundation shall not be restricted to the above but shall incorporate any objective that has as its goal to restore, renew and rebuild vulnerable communities.

VIII. BENEFICIARIES

- a. The Foundation is established exclusively for charitable purposes
- b. The Founder or the Council may, at its discretion, at any time by an instrument revocable or irrevocable:
 - i. declare that any person or class or description of person shall be appointed as a beneficiary of the Foundation, taking into consideration the beneficiary's alignment with the Foundation's objectives and goals, to benefit from the Foundation from time to time; and
 - ii. remove any person or class or description of person as a beneficiary or wholly or partly exclude any beneficiary from future benefit under the Foundation and thereupon shall be removed or excluded accordingly.
- c. The rights and the restrictions of the beneficiaries may be stipulated within the Articles (if any) of the Foundation. Failing that, the Council may establish the rights and the duties of the beneficiary by resolution.

IX. THE COUNCIL OF THE FOUNDATION

- a. The Foundation shall have a council ("the Council") made up of the following members with the following addresses, as may be amended from time to time, who have consented to their appointment, upon registration of the Foundation:



DE CHASTEIGNER DUMEE-DUVAL Marie Michèle Audrey	33 Morcellement Majo, La Balise, Black River, Mauritius
EKWOGHE Hudson Mbong	Le Barachois, Tamarin, Mauritius
GELDENHUYS Tamany Joan	Coastal Road, Tamarin, Mauritius
MAUREL Collette Ann	11a Les Alizees, Tamarin, Mauritius
NULLATAMBY Kursley	105 Domaine de Palmyre, Petite Riviere Noire, Mauritius
RAMIAH-ISABEL Marie François Ricardo	42/43 Morcellement Multipliants, Petite Riviere Noire

- b. The Council shall be the governing body of the Foundation and shall have such powers as are permitted by law for the time being in force in the Republic of Mauritius and may perform all acts and engage in all activities necessary or conducive to the conduct or attainment of the objects of the Foundation.
- c. The Council shall have at least one member ordinarily resident in Mauritius at all times.
- d. Subject to and in addition to the provisions of this Charter and the Act, the principal duties and responsibilities of the Council are to:
 - i. Conduct the affairs of the Foundation in accordance with this capital Charter and Articles (if any);
 - ii. Carry out the objects of the Foundation;
 - iii. Appoint officer(s) for the effective discharge of the duties and the obligations of the Foundation; and
 - iv. Appoint or remove beneficiaries.
- e. Should the Council be made up of more than one member, each member shall be entitled to hold an office or post deemed convenient. The members of the Council shall decide the officers to be designated amongst themselves in absence of a designation by the Founder.
- f. A member of the Council may hold more than one office.
- g. Except as may be provided by the Articles of the Act, the Council shall act either by a 75% (seventy-five percent) majority of the members present at an ordinary meeting of the Council or unanimously by the circulation of a written document duly signed by each member in lieu of a meeting.
- h. A party to a transaction with the Foundation is not bound to enquire as to whether the transaction is permitted under this Charter or the Articles (if any) or as to any limitation on the power of the members of the Council to bind the Foundation.
- i. The members of the Council may appoint additional members from time to time as well as appointing new members to fill any vacancies.
- j. The election of a replacement of a member of the Council due to his resignation, legal incapacity or death, shall require the simple majority of the votes of the rest of the members of the Council. If no other members of the Council are left, or the rest of the members are incapacitated, the right to appoint new members shall belong to the Founder.
- k. The term of appointment of members of the Council is not limited to a period of time.
- l. The duties and terms of office of the members of the Council, including, but not limited to, the specification of matters concerning their removal, period of office, meetings, remuneration and representative authority of the Council, may be established under the

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Articles (if any) or, failing that, such duties and terms may be established at any time after registration by resolution of the members at their sole discretion.

- m. A document purporting to be a copy of a resolution of the Council or any extract from the minutes of the meeting of the Council which is certified as such in accordance with the Act or the Articles shall be conclusive evidence in favour of all persons dealing with the Foundation of the validity thereof to the extent that such resolution has been duly passed or, as the case may be, that such extract is the true and accurate record of a duly constituted meeting of the Council.
- n. A member of the Council may cease acting as a member and shall give written notice of his/her intention in the manner stipulated under the Act.

X. INITIAL ENDOWMENT

- a. The initial endowment of the Foundation shall consist of One Thousand Mauritian Rupees (MUR1000). Additional money or other assets may be added to the Foundation's assets from time to time by the Founder(s), the Council, or third parties.
- b. The Founder hereby certifies that the endowment has a good, valid and marketable title that is free of all liens, charges, encumbrances, and any third-party claims of any nature whatsoever and that all actions necessary to pass title to the Foundation have been effectively and properly carried out.
- c. Upon the vesting of assets to the Foundation, such assets shall become the sole property of the Foundation, shall no longer be the property of the Founder and shall not become the property of any beneficiary unless distributed in accordance with the provisions of the Charter or the Articles (if any).
- d. The endowment of supplementary assets, in addition to the initial assets, is hereby authorized, provided, however, that any such further endowment or endowments, must be accepted by the unanimous approval of the Council.
- e. Transfers of assets to the Foundation's assets may be affected by way of a public or private document.
- f. The Foundation's assets are exclusively reserved for the purposes mentioned in the present Charter, and the Council may therefore not dispose of such assets in any manner different from or contrary to that established in the present Charter or the Articles thereof.
- g. The assets transferred by the Founder, and now being the assets of the Foundation, shall be managed, including being realized, applied, administered, invested, and disbursed for the attainment of the purpose and objectives of the Foundation.
- h. The Foundation may not:
 - i. Carry on any activity otherwise prohibited in or from within the Republic of Mauritius; or
 - ii. Carry on in or from within the Republic of Mauritius any activity in respect of which a license or authorization under any statute or regulation is required and no such license or authorization has been granted to the Foundation.
- i. The Foundation, may do any such acts or undertake any transactions including but not limited to, buying and selling of such assets and engaging in any other, activities or investments that are not prohibited under any law for the time being in force in the Republic of Mauritius, but such acts and activities shall be ancillary or incidental to its main purpose or purposes.



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XI. SEAL

- a. The Foundation may have a seal, the safe custody of which shall be provided before by the Council.
- b. The procedures as to the proper use of the Seal may be provided for under the Articles, failing which the Council may by resolution establish such procedures.
- c. The imprint of the seal shall be kept at the Registered Office

XII. ARTICLES

- a. Subject to the provisions of the Act, the Council may provide for Articles to be made.
- b. Without prejudice to the generality of the foregoing, the Articles may be made for the following purposes:
 - i. In relation to the distributions or applications of property endowment;
 - ii. Identifying beneficiaries or classes of beneficiaries;
 - iii. Identifying the remaining beneficiary(ies) on the winding up of the Foundation and the distribution of the assets to the remaining beneficiary; and
 - iv. Providing for other such lawful matters compatible with the purposes of the Foundation.
- c. The Articles shall be signed by each member of the Council.
- d. The Council may, in the manner provided in paragraph XIII, amend or replace the Articles.

XIII. AMENDMENT OF THE CHARTER

- a. The Foundation may, at any time after its registration, amend or modify this Charter in any manner whatsoever, provided that such changes or amendments or modifications are consistent with the provisions of the Act and provided further that the procedures set out hereunder are adhered to.
- b. The procedure referred to above is as follows:
 - i. The Secretary shall convene a meeting of the Council and
 - ii. The resolution for amendment or modification of this Charter shall be adopted only if agreed to by the Council, as provided in Section IX(g), and all relevant regulatory bodies, where applicable.
- c. The Foundation shall notify the Registrar of any proposed amendments to the Charter in the manner provided in the Act.
- d. An amendment to the Charter must be unanimous and shall be signed by each member of the Council before two witnesses.
- e. No amendments to this Charter shall be valid unless made in accordance with this Charter.

XIV. SERVICE OF DOCUMENTS

Any notice or document that must be served on the Foundation may either be hand delivered or sent by post to the address below or by fax or electronically, addressed to the Secretary of the Foundation at the registered office of the Foundation indicated under paragraph II above.

XV. GOVERNING LAW

The Foundation shall be governed by the laws of the Republic of Mauritius and its validity, and construction thereof shall be governed by the laws of the Republic of Mauritius.



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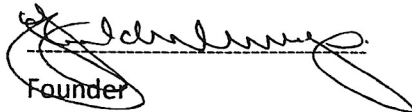
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XVI. WINDING UP

The provisions of the Act shall apply with respect to the voluntary winding up of the Foundation, as follows:

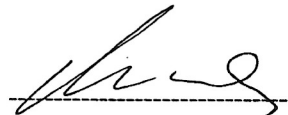
- a. The Foundation shall be voluntary wound-up upon the occurrence of any of the following events:
 - i. Where the purpose or objects of the Foundation have been satisfied;
 - ii. On expiry of the period for which it was established;
 - iii. On a unanimous resolution of the Council to that effect
 - iv. Upon the inability of the Foundation to pay off its debt.
- b. Upon winding up of the Foundation no further business shall be conducted except for such action as shall be necessary for the ordinary winding up of the affairs of the Foundation, the protection, and realisation of the Foundation assets, and the distribution of the Foundation assets amongst the beneficiaries. A representative appointed by the Council shall act as an administrator.
- c. The Distribution on Winding-Up: The assets of the Foundation remaining after completion of the winding-up shall be the property of any remaining beneficiary which has the same objects as The Foundation and that property shall be transferred to that beneficiary.
- d. Where there is more than one remaining beneficiary willing to accept the transfer of the remaining assets, the remaining assets shall be divided equally among those remaining beneficiaries.

IN WITNESS WHEREOF, the Founder has hereunto set his hands on this
20 December 2023



Founder

Tamany Joan Geldenhuys



Secretary

Kursley Nullatamby



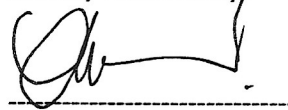
Council Member

Hudson Mbong Ekwoke



Council Member

Marie François Ricardo Ramiah-Isabel



Council Member

Collette Ann Maurel



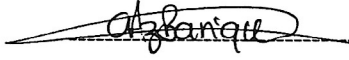
Council Member

Marie Michèle Audrey
de Chasteigner Dumee-Duval



Witness

Amelia Beguinot



Witness

Charonne Azie-Barique

This document is a true & correct copy of
Charter
dated 20/12/23 and filed on
regarding the company ISSIX
ONE Charitable Foundation
Date
Duty: B.320 P
Registrar of Companies
CB No. CB5768

