Allah in the Name of, The Most Beneficent, The Merciful

CONSTITUTION AND BYLAWS
OF
ISLAMIC ACADEMY INC.
(AL-MAJMA-UL ISLAMI)
Non-profit Organization

Article 1

The name of the corporation is Islamic Academy Inc.

Article 2

The corporation is a non-profit corporation. Islamic Academy, Inc. is organized exclusively for charitable, religious, educational, and scientific purposes, including such purposes, the making of distributions to organizations that qualify as except organizations under section 501 (c) (3) of Internal Revenue Code of, or corresponding section or any future tax code.

No part of the net earnings of the organization shall inure to the benefit of, or be distributed to its members, trustees, officers, or other private persons, except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the purpose clause hereof. No substantial part of the activities of the organization shall be the carrying on of the propaganda, or otherwise attempting to influence legislation, and the organization shall not participate in, or intervene in (including the publishing or distribution of statements) and political campaign on behalf of any candidate of public office. Notwithstanding any other provision of the Articles of Incorporation, the organization shall not carry on any other activities not permitted to be carried (a) by an organization except from federal income tax under section 501 (c) (3) of the Internal Revenue Code, or (b) by an organization, contributions to which are deductible under section 170 (c) (2) of the Internal Revenue Code or corresponding section of any future Federal Tax Code.

Upon the dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of section 510 (c) (3) of the Internal Revenue Code, or corresponding section of any future tax code, to a state or local government, for public purposes. Any such assets not disposed or shall be disposed of by the court of Common Pleas of the country in which the organization of the organizations, as said court shall determine, which are organized and OPERATED exclusively for such purposes.

Article 3

3.1 The religion of the organization is Islam, Sect is Sunni Muslim (Ahle-Sunnat-Wal-Jammat).

3.2 A Sunni Muslim only shall be eligible to be a member of the Islamic Academy Inc.

3.3 A Sunni Muslim who believes in the original faith of Islam, The Shariah of Islam (Quran, Hadis and Fiqh) and Islamic Way of Life that was practiced and preached under the Divine Guidance of Almighty Allah (Subhanahoo wa Ta’ala) by the last and final Prophet Mohammad (Sallallahu Alihe wa Sallam) and was also observed and preached by the first four rightly guided caliphs, the four Imams of the Sunni Schools of Jurisprudence (Fiqh), the holy saints of the main Sufi Orders and which has further been described in the writings of leading Muslim Scholars including Imam Mohammad Al-Ghazali (1058-1111 CE), Sheikh Abdul Haque Mohaddis Dehlavi (1551-1642 CE), Imam Ahmad Raza Q德er (1868-1921), Sadruddin Shahiah Allama

3.4 All officials, members, Imam, etc. shall abide by the religion as described above in article 3.3.

3.4 Any members, or imam etc who leaves the religion as described in articles 3.3 shall be disqualified from its membership or employment.

Article 4
Amendment in Constitution

Article 3 of the constitution shall not be amendable even ALL. members agree to amend it and shall be unchangeable and un-alterable forever.

Article 5
Assets of organization

The organization shall never be a personal property of anyone but will belong to Islamic Academy, Inc. All assets (including real estate property) currently owned or leased and to be acquired or to be leased in future shall only be utilized for the benefits of the organization.

Article 6

6.1 Following are the main positions and Committee of Islamic Academy Inc.

A) Patron
B) President
C) Shura Committee of Ulamae kiram, Imam, etc
D) Board of Directors
E) Any temporary committee selected for any special project during the entire tenure of the organization.
F) An employee, An Imam, A Khatheeb (A speaker of Islamic Faith) or Any Volunteer that wants to devote his time for the Islamic Academy Inc.

6.2 Requirements to become a member

A) Fill out the membership form, and should agree with all the agreements written in that form.
B) Membership is subject to the approval of the President.

Article 7
Powers and Duties of Directors

7.1 The Board of Directors will have right to form the committee and select the directors and membership of the Islamic Academy Inc.

7.2 To prepare and implement new projects for the benefits and advancement of the organization.

7.3 To approve the annual budget of income and expenditure of the organization.

7.4 To audit annual accounting

7.5 To participate, co-operate and find people who can be co-operative to the Islamic Academy Inc.

7.6 Board of Directors shall be responsible for implementing Islamic Academy Inc. policies and managing day-to-day activities. The BOD shall develop and approve all policies including but not limited to the following area:
A) Al-Dawah
B) Short-term and long-term planning
C) Annual budget and fiscal policies
D) Education policies
E) Real Property
F) Funeral arrangements
G) Approval of all nominations to the Standing Committees

Article 8
President

8.1 Ahmad-ul Qaderi is Founder and President of Islamic Academy Inc.
8.2 The President shall have right to change the constitution.
8.3 The President is the final authority for all affairs.
8.4 The President has the right to nominate someone as his deputy.
8.5 The President can buy, sale or lease any space or property for the organization.
8.6 The President can open a bank account of Islamic Academy Inc.

Article 9
Goals and Objectives of the Organization

9.1 To propagate Islam and Sunnah.
9.2 To spread the publications of Islamic scholars (Ulama) and to spread literature published by Al-Majma-ul Islami and Islamic Academy Inc.
9.3 To put out a monthly or annual periodical for the propagation of Islam.
9.4 To establish an Islamic library to provide people with religious books for study.
9.5 To observe various traditions of Islam such as Milad-un-Nabi, (Sallallahu Alaihe Wa Sallam) or conduct an Islamic Conference.
9.6 To establish an Islamic school (DAR-UL ULOOM).
9.7 To provide help to the poor, the needy, Islamic students, etc.
9.8 To stay in touch with Islamic centers, Madrasas, Mosque and organizations and create spirit among them to support each other.

Article 10
Resignation

10.1 Any member who resigns from the organization shall continue working as usual until his resignation is approved.
10.2 The president has have right to approve the resignation.

Article 11
Codes of meeting
11.1 The arguments shall be courteous and within the limits of civilization according to the subject of the meeting.

11.2 All good opinions shall be respected, however, majority shall make decision if it is not against the Sharia in case of difference of opinion.

11.3 Any alteration in the constitution will come into force from the moment it is passed and stated on official document.

11.4 Arguments will be according to the agenda of the meeting.

11.5 No decision shall ever be made against the Shariah.

11.6 The president or his deputy will preside over the meeting.

11.7 The annual meeting of Islamic Academy Inc. shall be held around the second weekend of Islamic month of Rabul Awwal.

11.8 English shall be used for constitutional and official documents but Urdu shall be used for meetings, religious congregations, speeches and gatherings. However, Arabic, English etc. can be used in case of need.

Article 12
Income Sources

Sources of income shall be donations, contributions, charity, fees and membership fees etc.

Article 13
Financial Year

13.1 The financial year of the Islamic Academy Inc. shall start from first day of January and will end on the last day of December.

13.2 The board is annually obliged to set up a balance and statement of profits and charges of the institution within two months after the expiring of the financial year.

13.3 The board is obliged to maintain the previous financial documents for the period of five years.

Article 14
Safeguard from Sue

Members, non members, guests, travelers, students and their parents or legal guardians, workers, contractors etc. or any individual or as whole cannot sue this organization or any of its affiliated branches and neither are the board of directors liable for any damages occurred because of a sue.

Article 15
Compensation for Loss

Any member or official is not liable for compensation of any damages to the organization, which occurs during the fulfillment and carrying out of their responsibilities unless such damages are intentional.

Article 16

Maulana Mohanned Ahmad Misbah and Maulana Badar-­ul Qadri are Patrons of Islamic Academy Inc.

Article 17
Dissolution of Organization
17.1 In case dissolution of Islamic Academy Inc. becomes unavoidable, the process of dissolution must be initiated in writing by two third (2/3) of board of directors in a meeting called for this purpose only. Dissolution can take place by three fourth (3/4) majority approval of board of directors.

17.2 In case of dissolution the approval of the patron will be obligatory.

17.3 At the time of dissolution all assets including real estate, after paying liable expenditures of the organization, shall be transferred to such a charitable institution that conforms the goals and objectives of this organization or will follow the decision made by the patron or should be transferred to Al-Jamiatul Ashrafia Mubarakpur.

**Article 18**

The period of duration is perpetual.

**Article 19**

The street address of the initial registered office of the corporation is 708 Abrams Road, Richardson, Texas 75081 and the name of the initial registered agent at such address is Ahmad-ul Qaderi, 708 Abrams Road, Richardson, Texas 75081

**Article 20**

The number of the directors constituting the initial Board of Directors is Three (3), and the name of the persons who are to serve as the initial directors are:

**Board of Directors**

Ahmad-ul Qaderi
708 Abrams Road
Richardson, Texas 75081

Maulana: Ghulam Zarqani,
12903 Brant Rock Dr Apt #312
Houston Texas 77082

Maulana: Abdul R. Ansari
5900 Rampart Apt # 2146
Houston, Texas 77081

**Article 21**

The incorporator's signature, name and address.

A Qaderi

AHMAD-UL QADERI
708 ABRAMS ROAD
RICHARDSON, TEXAS 75081
AMENDMENT
TO THE ARTICLE OF INCORPORATION
OF
ISLAMIC ACADEMY INC.

Amendment 1

Article 3 has been repelled

Amendment 2

In Article 2 paragraph 3 line 2 shall be change from 510 (c) (3) to 501 (c) (3)

Amendment 3

1.1 Board of directors shall have the right to change the constitution by the majority of 2/3 and with the approval of the president

1.2 The President shall have the right to nominate someone as his deputy with the approval of the Board of Directors.

Amendment 4

Article 17.3 shall be replaced and will be read as hereby:

Upon the dissolution of the organization, after taking out all the due expenses, assets shall be distributed with the approval of the president for one or more exempt purposes within the meaning of section 501(c) (3) of the Internal Revenue Code, or corresponding section of any future tax code, to a state or local government, for Islamic religious public purposes. Any such assets not disposed or shall be disposed of by the court of Common Pleas of the country in which the organization of the organizations, as said court shall determine, which are organized and OPERATED exclusively for such purposes.

AHMAD-UL QADERI

Signed on by AHMAD-UL QADERI
on 23rd of April, 2002
SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is made and entered into as of March 27, 2019 (the “Effective Date” of this Agreement) by and between Ahmad-ul Qaderi (“Qaderi”), for himself and on behalf of Islamic Academy, Inc., and Omair Jabbar individually and on behalf of Islamic Academy, Inc., on the one hand, and Naeem Silat, M.D., Mohammed Ashraf Dada, Syed M. Farooq, Omar Farooq, Syed A. Qadri and Irfan Khan, on the other hand (collectively, the “Parties”), all of whom agree to the following:

WHEREAS, the Islamic Academy, Inc. (the “Academy”) is a non-profit corporation formed under the laws of the State of Texas; and

WHEREAS a dispute arose between the Parties regarding the proper management of the Academy; and

WHEREAS, the issues of proper management included, but were not limited to, claims of financial improprieties, record keeping, and employment practices; and

WHEREAS, the Academy filed a lawsuit in Collin County, Texas (cause no. 380-01230-2018) and later filed an appeal of the dismissal of the lawsuit with the Fifth Court of Appeals in Dallas, Texas (cause no. 05-19-00059-CV); and

WHEREAS, on or about January 18, 2019, so as to investigate the assertions of financial improprieties, Omar Farooq, Naeem Silat, M.D., Ashraf Dada and Khawaja Sohaib Butt made a request (which was denied) for the Academy’s books and financial records so as to conduct a forensic accounting of the Academy’s financial affairs of the entity, to ascertain that donations are being expended in a manner consistent with Academy’s stated objectives, to confirm that tax obligations are being met, and to confirm that funds are not being utilized to improperly benefit the individuals who have been governing the Academy’s affairs; and

WHEREAS, Naeem Silat, M.D. and Ashraf Dada filed suit against Ahmad-ul Qaderi, among others, in Dallas County (cause no. DC-19-01024) seeking to enforce a decree from the Islamic Tribunal; and

WHEREAS, the Parties now wish to dismiss all claims that arose among them regarding the proper management of the Academy, as well as all claims giving rise to the above-referenced lawsuits and the appeal described above (with all of these claims and lawsuits hereinafter collectively referenced as the “Claims”); and

WHEREAS, all of the Parties hereby deny all liability and wrongdoing of any kind, related to any and all of the above; and

Due to the uncertainty of litigation, and the desire of the Parties for peace and harmony in the AhleSunnat, the Parties have decided to settle the Claims by and between them, on the terms stated herein. The Parties are entering into this Agreement without any admission of liability or wrongdoing. This Agreement memorializes the terms and conditions of the Parties’ settlement.
TERMS OF AGREEMENT

For valuable consideration, including the mutual promises contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Board of Directors

The Board of Directors of Islamic Academy, Inc. (sometimes, herein, the “Board” or the “BOD”) shall be considered the board of directors with rights of the corporation as that term is defined by the Texas Business Organizations Code section 22.001 (1). In the event of a conflict between the Texas Business Organizations Code and the terms of this Agreement, the terms of this Agreement shall prevail.

The Parties agree that, as of the Effective Date, the BOD shall be comprised solely of the following eight (8) Individuals (the board of directors shall not exceed 8):

a. Mufti Ahmad-ul Qaderi, Founding Director
b. Mufti Mohammad Sohail Raza Amjadi
c. Maulana Omair Jabbar
d. Maulana Syed Shah Abdul Haq
e. Maulana Hafiz Abdul R. Ansari
f. Maulana Mukhtar Shah Naeemi
g. Maulana Babar Rahmani
h. Maulana Azeemahmed Shaikh

The Board of Directors shall select their own President of the Board.

If any of these individuals are unable or unwilling to serve, that Director shall be replaced by an affirmative vote of at least 75% of the members of the Board of Directors and at least 75% of the members of the Executive Committee.

The Board of Directors shall be responsible for deciding, by a vote of at least six of its eight members, the religious matters such as Sharee Masail & Maslak, and other religious issues pertaining to Islamic Academy. The Board shall also be responsible for giving decisions, by a vote of at least six of its eight members, regarding disputes and disagreements among the members of the Executive Management Committee, as further set forth herein.

2. Executive Management Committee. The Parties further agree that, as of the Effective Date, the Executive Management Committee of Islamic Academy (the “EMC” or the “Executive Committee”) shall be comprised solely of the eight following individuals (the committee shall not exceed 8):

a. Altaf Shaikh
b. Mohammed Ashraf Dada
c. Laseq Ahmed
d. Naeem Silat, M.D.

d. Syed Mohammed Farooq

g. Maulana Waquasahmed Shaikh

The Executive Committee shall be responsible, by a majority vote of six of its eight members, for managing the day-to-day business and financial activities, and the administrative tasks of Islamic Academy Inc., which includes the operations of the Noori Masjid, Noori Garden and Dua House, schooling (madrasah), maintenance, programs and staffing.

The member of the Executive Committee shall choose, from amongst themselves, and by a vote of at least six of its eight members, the persons to serve as officers of Islamic Academy, for 5-year terms. Each member of the Executive Committee shall serve as an officer of Islamic Academy, and the Executive Committee shall select who is designated as President, Vice-President, Secretary, Treasurer, and such other positions as the Executive Committee designates.

Members of the Executive Committee may be removed only for cause and only by a unanimous vote of the Board of Directors, as identified herein. If any of the members of the Executive Committee are ever removed, or unable or unwilling to serve, that Executive Committee member shall be replaced by an affirmative vote of at least 75% of the members of the Board of Directors and an affirmative vote of at least 75% of the members of the Executive Committee.

Should the members of the Executive Committee be unable to resolve conflicts and disagreements amongst themselves, by a vote of at least six of its eight members taken at a properly set meeting with reasonable written notice, and should the matter not be resolved by the Executive Committee within thirty days following such a meeting, matters in dispute shall be presented in writing, by no less than four members of the Executive Committee, to the Board of Directors for a decision/resolution.

Notwithstanding any other provision of this Agreement, the hiring and termination of persons holding a religious position (i.e., any Imam, Assistant Imam, Moazan, or any teacher of faith-based learning) shall be made only by written approval of, first, at least six of the eight members of the Executive Committee, followed by the approval of all eight members of the Board of Directors.

3. Imam. The Parties further agree that the Academy’s Lead Imam and Khateeb is presently Mufti Ahmadul Qaderi, who has the musalla ikhtiyar, and the leading lecturer of the Academy’s Friday Prayers (Khateeb). Mufti Ahmadul Qaderi’s services shall have the honorary titles of Shaykh Ul Hadis of Darul Uloom Azizia and Imam of Islamic Academy, unless and until otherwise determined, as set forth herein.

Naib Imam shall be Maulana Muhammad Hassan Raza, who shall be offered competitive financial compensation and benefits, together with assistance in obtaining his R1 and permanent resident or green card.

Syed Ahsan (or his alternate, Naib Imam Waquas Shaikh) will be the Naib Imam until the arrival of Maulana Hasan Raza.

If in any case, Maulana Hasan Raza is not available then another qualified person for the position of Naib
Imam will be hired following the hiring process as described in this Agreement. If in any case, the Imam and/or Naib Imam cannot make it to lead his scheduled prayer, the other will cover.

Naib Imam, or such person as shall be selected in his stead, in accordance with the provisions set forth in this Agreement, shall be assigned prayers by Mufti Ahmadul Qaderi, in accordance with a schedule written by Mufti Ahmadul Qaderi. Mufti Ahmadul Qaderi shall lead at least two of the five daily prayers. It is understood and agreed that Naib Imam, or such other person as shall be selected for his role as set forth herein, will lead prayer for at least three of the five daily prayers on each day of the week, other than Friday, and will lead prayers on at least two Fridays of each month.

4. Membership. The Parties agree that there shall be no official members of Islamic Academy, and neither the persons attending Islamic Academy for prayers nor donors to Islamic Academy shall have or acquire any right to conduct the business or affairs of Islamic Academy. The Parties also agree that the Academy shall have no members (as that term is defined by the Texas Business Organization Code section 1.002(53), nor any general body with any right to vote.

5. Forgiveness. The Parties hereby forgive one another, for the sake of Allah Ta’ala sincerely and unconditionally, for all disputes and disagreements that have arisen between them regarding governance of Islamic Academy.

6. Capacity. All Parties hereto acknowledge and agree that they have the authority to sign this Agreement in the capacities and for the purposes herein expressed, and that no claims released herein have been assigned, transferred or conveyed to any other person or entity.

7. Bylaws. The Parties agree that this agreement shall be considered a resolution and an amendment to the Bylaws of Islamic Academy. Any conflict between the Bylaws and this Agreement shall be resolved in favor of the terms of this Agreement, which shall prevail over the terms of the Bylaws. Any future changes to the Bylaws of Islamic Academy shall require the written approval of 14 of the 16 total members of the Board of Directors and the Executive Committee.

8. Nondisparagement. The Parties agree that they will not make any disparaging comments about the other to any third party.

9. Joint statement. All Parties agree to respond with the following, or words to these effect, if asked by third parties about the outcome of the disputes between and among the Parties: “We have mutually resolved our differences and forgiven one another. We look forward to returning to our mission and putting these matters behind us.”

10. Dismissal of Litigation. Within five business days of the full execution of this Agreement by all Parties, the Parties shall each dismiss all their legal claims, including the dismissal of all Claims identified herein, the dismissal of the appeal of the lawsuit in Cause Number 380-01230-2018, filed in the Fifth Court of Appeals as Case no. 05-19-00059-CV, Cause Number DC-19-01024, and all such other lawsuits as they may have filed against some or all Parties, arising out of any facts or circumstances involving any of them, said dismissal being “with prejudice” and with all parties bearing their own costs. The Parties to the Collin County lawsuit (cause no. 380-01230-2018) agree to take the necessary steps to have the records in such matter sealed. To that end, the Academy agrees to file, at its own expense only, the required Motion(s), while the other Parties to the action agree that they will not oppose the Academy’s request that the records be sealed.

11. Mutual Release of the Parties. Except with respect to the obligations of the Parties arising under this
Agreement, each Party, including but not limited to his (or its) agents, representatives, employees, attorneys, accountants, financial advisors, and/or insurers hereby releases acquits, and forever discharges each and every other Party, including but not limited to his (or its) agents, representatives, employees, attorneys, accountants, financial advisors, and/or insurers of that party or of and from any claim, demand, obligation, right, cause of action, liability, contract, agreement, promise, damage, cost, attorney’s fees and expense, whether asserted or unasserted, known or unknown, or in any way arising from or related to, the Claims.

a. The Mutual Releases stated above are contingent upon:

i. the signing of separate mutual releases by the Plaintiffs and Defendants in the Dallas County case filed as DC-19-01001; and

ii. the signing of separate mutual releases by the Plaintiff and Defendants in the Collin County case filed as 380-00468-2019; and

iii. The signing of separate mutual releases between Ahmad-ul Qaderi ("Qaderi"), for himself and on behalf of Islamic Academy, Inc., and Omair Jabbar, for himself and on behalf of Islamic Academy, Inc., on the one hand, and Khwajah Sohaib Butt on the other.

12. Copies. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which may be deemed an original for all purposes.

AGREEED:

Naeem Silat, M.D.

Mohammed Ashraf Dada

Syed M. Farooq

Omar Farooq

Syed A. Qadri

Irfan Khan

Ahmad-ul Qaderi, Individually and on behalf of Islamic Academy, Inc.
Ornair Jabbar, Individually and on behalf of Islamic Academy, Inc.
Agreement, each Party, including but not limited to his (or its) agents, representatives, employees, attorneys, accountants, financial advisors, and/or insurers hereby releases acquits, and forever discharges each and every other Party, including but not limited to his (or its) agents, representatives, employees, attorneys, accountants, financial advisors, and/or insurers of that party of and from any claim, demand, obligation, right, cause of action, liability, contract, agreement, promise, damage, cost, attorney’s fees and expense, whether asserted or unasserted, known or unknown, or in any way arising from or related to, the Claims.

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