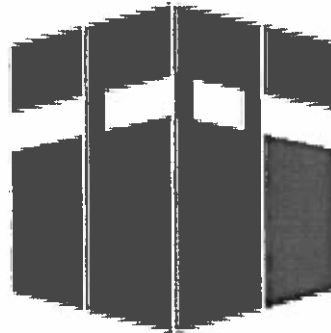


In the Name of Allah, The Most Gracious, The Most Merciful



**AMENDED AND RESTATED BYLAWS OF
THE ISLAMIC CENTER OF IRVINE, INC.**

**AMENDED AND RESTATED BYLAWS OF
THE ISLAMIC CENTER OF IRVINE, INC.**

A California Nonprofit Religious Corporation

(Restated January 13, 2016)

AMENDED AND RESTATED BYLAWS OF THE ISLAMIC CENTER OF IRVINE, INC.

A California Nonprofit Religious Corporation

Table of Contents

ARTICLE I OFFICES..... 1

 Section 1.1. Principal Office..... 1

 Section 1.2. Other Offices..... 1

ARTICLE II PURPOSE..... 1

 Section 2.1. Purpose..... 1

 Section 2.2. Description & Mission..... 1

ARTICLE III MEMBERSHIP 1

 Section 3.1. Qualifications..... 1

 Section 3.2. Types of Membership..... 2

 Section 3.3. Transfer of Membership:..... 2

 Section 3.4. Suspension/Termination:..... 2

 Section 3.5. Membership Dues: 3

 Section 3.8. Voting Rights & Obligations: 3

 Section 3.9. Benefits of Membership:..... 4

ARTICLE IV BOARD OF DIRECTORS 4

 Section 4.1. Powers and authorities..... 4

 Section 4.2. Intentionally Left Blank..... 5

 Section 4.3. Number of Directors..... 5

 Section 4.4. Selection and Term of Directors..... 5

 Section 4.5. Resignation..... 6

 Section 4.6. Removal..... 6

 Section 4.7. Vacancies..... 6

 Section 4.8. Intentionally Left Blank..... 6

 Section 4.9. Regular Meetings..... 6

 Section 4.10. Special Meetings..... 6

 Section 4.11. Place of Meeting..... 7

 Section 4.12. Notice of Meetings. Manner of Giving Notice: Affidavit of Notice: Waiver of Notice.
7

 Section 4.13. Quorum of the Board..... 7

 Section 4.14. Special Matters..... 7

 Section 4.15. Participation in Meetings by Conference Telephone..... 7

 Section 4.16. Adjournment..... 8

 Section 4.17. Action Without Meeting..... 8

 Section 4.18. Rights of Inspection..... 8

 Section 4.19. Committees..... 8

 Section 4.20. Election Process..... 10

 Section 4.21. Compensation..... 12

| | | |
|--|---|----|
| Section 4.22. | Intentionally Left Blank..... | 12 |
| Section 4.23. | Qualifications of a Member of the Board..... | 12 |
| ARTICLE V OFFICERS | | 12 |
| Section 5.1. | Required Officers..... | 12 |
| Section 5.2. | Permitted Officers..... | 12 |
| Section 5.3. | Term and Appointment of Officers..... | 12 |
| Section 5.4. | Removal of Officers..... | 12 |
| Section 5.5. | Chairman..... | 12 |
| Section 5.6. | President..... | 12 |
| Section 5.7. | Secretary..... | 12 |
| Section 5.8. | Chief Financial Officer..... | 13 |
| Section 5.9. | Treasurer..... | 13 |
| Section 5.10. | Controller..... | 13 |
| Section 5.11. | Functional Expertise..... | 13 |
| Section 5.12. | Qualification to be an Officer..... | 14 |
| ARTICLE VI INDEMNIFICATION | | 14 |
| Section 6.1. | Right of Indemnity..... | 14 |
| Section 6.2. | Approval of Indemnity..... | 14 |
| Section 6.3. | Advancement of Expenses..... | 14 |
| Section 6.4. | Insurance..... | 14 |
| ARTICLE VII REPORTS..... | | 14 |
| Section 7.1. | Reports..... | 14 |
| Section 7.2. | Quarterly Statement of Certain Transactions and Indemnifications..... | 15 |
| ARTICLE VIII CONFLICTS OF INTEREST | | 15 |
| ARTICLE IX ENVIRONMENTAL HAZARDS | | 16 |
| Section 9.1. | Right of Indemnity..... | 16 |
| Section 9.2. | Disposition of Environmental Hazard Property..... | 16 |
| Section 9.3. | Declination of Gift of Environmental Hazard Property..... | 16 |
| ARTICLE X OTHER PROVISIONS | | 16 |
| Section 10.1. | Inspection of Articles and Bylaws..... | 16 |
| Section 10.2. | Endorsement of Documents; Contracts..... | 16 |
| Section 10.3. | Representation of Shares of Other Corporations..... | 17 |
| Section 10.4. | Construction and Definitions..... | 17 |
| Section 10.6. | Arbitration..... | 17 |
| Section 10.7. | Counterparts..... | 17 |
| ATTACHMENT "A": ARBITRATION..... | | 1 |
| ATTACHMENT "B": MEMBERSHIP APPLICATION..... | | 1 |
| ATTACHMENT "C": ORGANIZATION STRUCTURE | | 1 |

AMENDED AND RESTATED BYLAWS OF THE ISLAMIC CENTER OF IRVINE, INC.

A California Nonprofit Religious Corporation

**ARTICLE I
OFFICES**

Section 1.1. Principal Office. The principal office of the Islamic Center of Irvine, Inc. (the "Corporation" or "ICOI") for the transaction of the business of the Corporation shall be 2 Truman, Irvine, California 92620. The Board of Directors of ICOI (the "Board") is granted power and authority to change such principal office from one location to another within Orange County.

Section 1.2. Other Offices. Branch or subordinate offices may be established at any time by the Board at any place or places within Orange County.

**ARTICLE II
PURPOSE**

Section 2.1. Purpose. The Corporation, at all times, shall engage in religious activities, in accordance with the Articles of Incorporation and the requirements of the Internal Revenue Code and the California Nonprofit Religious Corporation Law.

Section 2.2. Description & Mission. ICOI's purpose is to facilitate the practice, education and dissemination of information about Islam in the United States of America. The sources of Islam are the Holy Quran and the Sunnah, the non-controversially relayed tradition of Prophet Muhammad (peace be upon him). ICOI shall provide educational, religious and recreational facilities of the highest possible quality for members of the Muslim and non-Muslim public, with a special focus on the needs of Muslims of the young generation residing in the United States, and on interfaith dialogue.

**ARTICLE III
MEMBERSHIP**

Section 3.1. Qualifications. Membership of the Islamic Center of Irvine shall be open to all Muslims who meet the qualifications defined herein, are in good standing in their community, abide by all rules and terms of these Bylaws, and who endorse the general policies of ICOI. For the purpose of these Bylaws, the definition of a "Muslim" person is someone: (i) who believes in Allah (the one true God), and Prophet Muhammad (peace be upon him) as the messenger of Allah to whom the Holy Quran was revealed; and (ii) who believes that Prophet Muhammad (peace be upon him) is the last and final Prophet and Messenger of Allah; and (iii) who accepts the Holy Quran and Sunnah (traditions of the Prophet's words and deeds) as the basis of binding guidance and authority in life. Acceptance of membership shall constitute the member's agreement to strictly abide by and support the mission, policies, Bylaws, and rules and regulations of ICOI. To qualify for membership of ICOI, a person must meet the following criteria:

A. Pay the membership dues as described in Section 3.5 "Membership Dues" below.

**Bylaws of the Islamic Center of Irvine
Restated as of January 13, 2016**

- B. Sign and agree to the Arbitration Agreement set forth in Attachment “A” to these Bylaws.
- C. Complete and sign the ICOI Membership Application Form, in such form as provided by ICOI.
- D. Be a permanent resident (“Green Card” holder) or citizen of the United States of America.
- E. Be eighteen (18) years old or older.
- F. Be a resident of Orange County, California.
- G. Must not have had his/her existing membership terminated by the Board in the twelve (12) months prior to his/her application, and must have met the requirements set forth under the terms of Section 3.4.C below (if applicable).

Section 3.2. Types of Membership. ICOI shall have the following categories of membership:

- A. **Active Member:** All Muslims that meet the qualifications described in Section 3.1 above shall become Active Members. During this period, Active Members may serve on committees, enjoy the benefits of membership as described herein, but are not eligible to vote or hold an office.
- B. **Voting Member:** Any paid Active Member in good standing for a period of twelve (12) continuous months shall become a Voting Member.
- C. **Inactive Member:** Any member of ICOI that is suspended or terminated according to the conditions set forth in Section 3.4 “Suspension/Termination” below shall become an Inactive Member. Such Inactive Members are not eligible to vote, hold an office, or take advantage of member benefits.
- D. **Honorary Member:** Honorary membership is a recognition of the services of individuals who have contributed generously to the welfare of Islam, and persons who have performed outstanding services toward the progress of ICOI. Such an individual may be recommended for honorary membership by an Active or Voting Member for approval by the Board. The recipient should not be holding any elected ICOI position at the time of receiving honorary membership, and such honorary membership shall be perpetual. Honorary Members are not Voting Members and are not required to pay membership dues; however, such Honorary Members may subsequently qualify as Voting Members or be eligible to hold an elected ICOI position.

Section 3.3. Transfer of Membership: Membership in ICOI is not transferable and is not assignable.

Section 3.4. Suspension/Termination: Any member of ICOI may have his/her membership suspended or terminated based on the following criteria:

- A. **Suspension of Membership:** Voting rights and benefits are suspended after three (3) months of non-payment of the membership dues by the applicable due date(s). Payment of all past due membership dues in full within six (6) months of suspension allows suspended members to be reinstated immediately.

**Bylaws of the Islamic Center of Irvine
Restated as of January 13, 2016**

B. **Automatic Termination:** Membership is terminated upon failure of member to pay all past due membership dues within six (6) months of suspension. Members automatically terminated for non-payment under this clause may not apply for a membership reinstatement for a period of six (6) months from the date of automatic termination. After six (6) months from the date of automatic termination, the terminated member may submit an application form for reinstatement and, if qualified under the terms of these Bylaws, may be reinstated with original seniority date provided he/she pays all past due arrears in full.

C. **Termination by Board:** Any member of ICOI may have his/her membership terminated if such member is in violation of Islamic principles, or these Bylaws, or exhibits conduct unbecoming or detrimental to ICOI, as determined by the Board in its reasonable discretion. Such termination requires a minimum of two thirds (2/3) majority vote of the Board. Upon such termination by the Board, the terminated member may not apply for new membership for a period of twelve (12) months. After such twelve (12) month period, and upon approval with a minimum two thirds (2/3) majority vote of the Board, the terminated member may apply for a separate, new membership (not a reinstatement) and, if qualified, may obtain new Active Member status with a new seniority date.

D. **Appeal:** Terminated or suspended members may seek to appeal the Board decision by the affirmative vote of one half (1/2) of the Voting Members. Such appeal(s) must first be proposed via petition by no less than thirty (30) Voting Members, and submitted to the Board as an agenda item of the annual member meeting ninety (90) days prior to the meeting date. Upon approval with a minimum one half (1/2) majority vote of the total number of Voting Members the decision of the Voting Members shall be accepted.

Section 3.5. Membership Dues: The Board shall determine from time to time the amount of the annual membership dues payable to ICOI by its members. Dues shall be payable to ICOI annually or in another manner as determined by the Board. Initially, the amount of annual membership dues to be applied under these Bylaws shall be One Hundred Twenty US Dollars (\$120.00) per year for Individual Membership; and Two Hundred Forty US Dollars (\$240.00) per year for a Family Membership.

Section 3.6. Family Membership allows all members of a family to enjoy membership benefits (as defined in **Section 3.6**). "Family" is defined as a primary member, spouse, and dependent children under 18 years of age. Membership Dues are non-refundable. Family Memberships are eligible to submit up to two (2) votes by the primary member and spouse. Any dependent children over 18 years of age shall be required to apply for individual membership if they seek Voting Member status.

Section 3.7. Annual Member Meeting: The Board shall hold an annual meeting of the general membership each year on the second Sunday in November of that respective year. At each such meeting, the following business may be conducted: (a.) the election of directors to the Board; (b.) a presentation by the Board of status and progress made throughout the year; and (c.) an open forum for dialogue with the general membership. Newly elected and appointed directors shall start their terms in the following calendar year (i.e. on January 1st).

Section 3.8. Voting Rights & Obligations: The following rights shall apply to Voting Members in good standing and current on payment of membership dues:

A. **Elections:** Each Voting Member is entitled to one (1) vote on each matter submitted to a vote. Voting Members must be present in person and no voting via email or phone will be accepted.

B. **Intentionally left blank.**

**Bylaws of the Islamic Center of Irvine
Restated as of January 13, 2016**

Section 3.9. Benefits of Membership: The Board shall determine from time to time the benefits provided by ICOI to its members. The process/method of implementation of any and all benefits described herein shall be determined by the Board. The following benefits provided below represent examples of potential benefits the Board may consider:

A. **Discounts:** Discounts to certain ICOI events such as seminars, iftars/dinners, and/or paid classes as determined at the sole discretion of the Board. Such discounts are not guaranteed and may be applied or removed at any time if the Board deems it necessary.

B. **Parking:** Priority on-site parking status to valid Active and Voting Members in good standing during events held at ICOI (such as Eid, Ramadan, Iftar ...etc.). Such priority status is not guaranteed and may or may not be provided at the sole discretion of the Board.

C. **ICOI Business Partner Benefits:** ICOI may provide certain benefits to its members through partnerships created by ICOI and local/neighborhood businesses (such as local restaurants, grocery stores etc.) as determined by the Board.

D. **Special Member-Only Events:** ICOI may organize special events open to valid Active and Voting Members in good standing such as outings, field trips, sports tournaments, retreats etc.

E. **Special Access:** ICOI may offer members special access to groups, clubs, services and/or information as determined by the Board.

**ARTICLE IV
BOARD OF DIRECTORS**

Section 4.1. Powers and authorities. Subject to the limitations of the California Nonprofit Religious Corporation Law, the activities and affairs of the Corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board. The Board may delegate the management of the activities of the Corporation to any person or persons, a management company, or committees however composed, provided that the activities and affairs of the Corporation shall be managed and all corporate powers shall be exercised under the direction of the Board.

Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the Board shall have the following powers in addition to the other powers enumerated in these Bylaws:

A. To select and remove the employees of the Corporation, prescribe powers and duties for them as may not be inconsistent with law, the Articles of Incorporation, or these Bylaws, supervise them, fix their compensation (subject to **Section 4.19(C)(iv)** of this Article IV), and require from them security for faithful service;

B. To make such rules and regulations for the conduct of the affairs and activities of the Corporation as the Board may deem advisable and as are not inconsistent with law, the Articles of Incorporation or these Bylaws; and

C. To adopt, make and use a corporate seal and alter the form of this seal.

**Bylaws of the Islamic Center of Irvine
Restated as of January 13, 2016**

D. To appoint qualified individuals to serve as directors as set forth in Section 4.4 and Section 4.7 of this Article IV, and such selections shall be effective at the specified date. Furthermore, the Board may select the officers and their selections shall be accepted.

E. The Board shall have the full right and authority, at any time or times, to remove any director and/or officer, with or without cause, subject to the affirmative vote of two thirds (2/3) of Board, by delivering to such director or officer written notice of his or her removal, and such removal shall be effective upon delivery of said written notice.

F. In the event of a vacancy on the Board, the Board may select a qualified individual to fill the vacancy as set forth in Section 4.7 of this Article IV, and their selection shall be accepted. Furthermore, in the event of a vacancy in any office, the Board may select a qualified individual to fill the vacancy as set forth in Section 4.7 of this Article IV.

G. In the event of a disagreement between the Board and any Active, Inactive, Voting or Honorary Members, the Board position shall prevail. Notwithstanding the foregoing, any such member(s) may bring forth their disagreement as an agenda item of the annual member meeting ninety (90) days prior to the meeting date only with a petition signed by thirty (30) Voting Members (or more); and upon approval by the affirmative vote of two thirds (2/3) of the total number of Voting Members, the decision of the Voting Members shall prevail.

Section 4.2. Intentionally Left Blank.

Section 4.3. Number of Directors. The authorized number of directors on the Board shall be an odd number at least seven (7) but not more than fifteen (15) directors.

Section 4.4. Selection and Term of Directors. Directors shall be elected by the Voting Members at each annual meeting of members, to hold office for one (1) term, a term being three (3) years. Newly elected directors shall start their terms in the following calendar year (i.e. on January 1st). Each such director, including a director selected to fill a vacancy or elected at a special meeting or by written ballot, shall hold office until expiration of the term for which elected. No person shall be eligible to hold the position as a director for two (2) consecutive terms. After conclusion of a term, a director may not be re-elected for at least a three (3) year period. A director may not serve for more than three (3) terms. The following terms and conditions shall also apply to the Board:

A. **Hybrid Membership Model:** The Board shall be composed of a combination of “elected” directors as well as “appointed” directors. This hybrid model approach is designed to extract the maximum benefit of both methods of identifying leaders in the community. The majority of directors will be elected as further described herein.

B. **Ratio of Board Positions:** At any given time, the maximum number of “appointed” directors shall not exceed thirty percent (30%) of the number of current directors comprising the Board. A simple majority vote is required by the Board when appointing candidates as appointed directors. The appointed directors are not required to be Active or Voting Members and may be appointed at any time in the sole discretion of the Board. The terms of these appointed directors shall not exceed the remaining term of a vacated position (if they are filling a vacancy). Alternatively, a new appointed director will not exceed the term limits stated in this Section 4.4 and his/her term shall not extend beyond the end of a specified calendar year.

Bylaws of the Islamic Center of Irvine
Restated as of January 13, 2016

C. **Diversity and Inclusion:** The importance of community engagement and participation cannot be overstated. The Board and ICOI members shall strive for maximum community engagement which should reflect in the diversity of the directors (elected or appointed) and the committee leads and volunteers. Diversity represents members with different backgrounds, levels of education, social class, ethnicities, and includes variations in race, gender, age, and income.

D. **Qualifications of Directors:** The membership eligibility criteria for the directors shall include:

- (i.) Sidq and Amanah (known in the community for truth and trustworthiness) including a code of conduct that emphasizes respect for others while providing leadership by own example;
- (ii.) Active Membership in ICOI for at least two (2) consecutive years;
- (iii.) Prior service in any former Board of Directors, Board of Trustees or Board of Education is preferred;
- (iv.) Compliance with the Bylaws of ICOI;
- (v.) Physical, mental and emotional fitness to discharge the obligations of the office with a high level of commitment and enthusiasm; and
- (vi.) Strong willingness to engage in fund raising activities.

Section 4.5. Resignation. Any director may resign effective upon giving written notice to the Board, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, a successor may be selected, subject to **Section 4.7 of this Article IV**, before such time, to take office when the resignation becomes effective.

Section 4.6. Removal. Subject to **Section 4.1. of this Article IV**, any director may be removed with or without cause by the affirmative vote of two thirds (2/3) of the Board.

Section 4.7. Vacancies. A vacancy or vacancies in the Board shall be deemed to exist if either the authorized number of directors is lower than the minimum limits of **Section 4.3 of this Article IV** or upon vacancy caused by death, resignation or removal of a current director. Vacancies in the Board shall be filled by the affirmative vote of a majority of the Board, or if the Board agrees not to exercise such right, by the Voting Members during the next annual election. If the vacancy results in the number of Board members breaching the minimum quantity specified in **Section 4.3**, and the Board has reached its limit of appointed Board members specified in **Section 4.4.B**, then a mid-term election of members shall be held to bring the Board composition to at least the minimum odd number specified in **Section 4.3**. Each director so elected or appointed to meet the minimum threshold shall hold office until the expiration of the term of his or her predecessor and until his or her successor has been elected and qualified.

Section 4.8. Intentionally Left Blank.

Section 4.9. Regular Meetings. Other regular meetings of the Board shall be held without call or notice on such dates and at such times as may be fixed by the Board.

Section 4.10. Special Meetings. Special meetings of the Board for any purpose or purposes may be called at any time by any of the President, the Secretary, or any two (2) directors.

**Bylaws of the Islamic Center of Irvine
Restated as of January 13, 2016**

Section 4.11. Place of Meeting. Meetings of the Board shall be held at any place within the State of California, which has been designated from time to time by the Board. In the absence of such designation, regular meetings shall be held at the principal office of the Corporation.

Section 4.12. Notice of Meetings. Manner of Giving Notice: Affidavit of Notice: Waiver of Notice. All notices of regular meetings shall be sent or otherwise given in accordance with this **Section 4.12 of Article IV** not less than ten (10) nor more than sixty (60) days before the date of the meeting; provided, however, for special meetings four (4) days' advance notice shall be given. The notice shall specify the place, date and hour of the meeting. In the case of a regular meeting, the notice shall identify those matters, which shall be presented to the Board for action by the directors. In the case of a special meeting, the notice shall give the general nature of the business to be transacted.

Notice of any meeting requiring a notice shall be given either personally or by first-class mail, facsimile, e-mail or other means of written communication or electronic transmission. If sent by mail, the notice shall be sent charges prepaid, addressed to the directors at the address of each director appearing on the books of the Corporation or given by the director to the Corporation for the purpose of notice. Notice shall be deemed to have been given at the time when delivered personally or deposited in the mail or sent by facsimile, e-mail or other means of written communication or electronic transmission.

Notice of a meeting need not be given to any director who signs a waiver of notice or a written consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting prior thereto or at its commencement, the lack of notice to such director. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 4.13. Quorum of the Board. A majority of the directors then in office constitutes a quorum of the Board for the transaction of business, except to adjourn as provided in **Section 4.16 of this Article**. All matters shall be decided by the vote of a majority of directors present at a meeting duly held at which a quorum is present, and every such act or decision shall be the act of the Board, unless a greater number, is required by the California Nonprofit Religious Corporation Law (including, but not limited to, those provisions relating to approval of transactions with interested directors, transactions involving corporations with common directors, fixing of compensation for directors, creation of or appointments of committees and indemnification of directors and other agents), or by the Articles of Incorporation or these Bylaws, except that a meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for such meeting. If there is an even number of Board members, a tie in voting for any decision shall be broken by one additional vote based on the majority vote of the Chairman, President, and CFO of the corporation.

A. In any parts of these Bylaws referring to majority calculations, resulting numbers based on percentage calculations must be rounded up or down using standard arithmetic rules.

Section 4.14. Special Matters. Notwithstanding any other provision of these Bylaws, a vote of at least 80% of the directors shall be required to act upon adopting, revising or amending any statements of purpose regarding the use of the Corporation's assets.

Section 4.15. Participation in Meetings by Conference Telephone. Members of the Board may participate in any meeting through the use of electronic video screen communication, telephone conference equipment, or other communications equipment.

Bylaws of the Islamic Center of Irvine
Restated as of January 13, 2016

Section 4.16. Adjournment. A majority of the directors present, whether or not a quorum is present, may adjourn any directors' meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given to absent directors if the time and place is fixed at the meeting adjourned, except that if the meeting is adjourned for more than 24 hours, notice of any adjournment to another time or place shall be given prior to the time of the reconvened meeting to the directors who were not present at the time of adjournment.

Section 4.17. Action Without Meeting. Any action required or permitted to be taken by the Board may be taken without a meeting if all members of the Board shall individually or collectively consent in writing to such action. Such consent or consents shall have the same effect as a unanimous vote of the Board and shall be filed with the minutes of the proceedings of the Board.

Section 4.18. Rights of Inspection. Every director shall have the absolute right at any reasonable time to inspect documents of every kind of the Corporation, and to inspect the physical properties of the Corporation.

Section 4.19. Committees.

A. An affirmative majority of the Board may designate and appoint one or more committee each consisting of one (1) or more directors and any number of non-director members and delegate to such committees any of the authority of the Board except with respect to:

- (i) The filling of vacancies on the Board or in any committee;
- (iii) The amendment or repeal of bylaws or the adoption of new bylaws;
- (iv) The amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable;
- (v) The appointment of committees of the Board or the members thereof; or
- (vi) The approval of any self-dealing transaction, as defined under applicable law.

B. Any committee shall be established and the members to such committee shall be appointed by resolution adopted by the vote of a majority of the Board, and such committee may be designated by any name the Board shall specify. The Board may appoint, in the same manner, alternate members of any committee who may replace any absent member at any meeting of the committee. The Board shall have the power to prescribe the manner in which proceedings of any such committee shall be conducted. Unless the Board or such committee shall otherwise provide, the regular and special meetings and other actions of any such committee shall be governed by the provisions of this Article applicable to meeting and actions of the Board. Minutes shall be kept of each meeting of each committee.

C. **Finance Committee.** A Finance Committee shall consist of three members, one of whom shall be the Chief Financial Officer (CFO) of ICOI (as described in Section 5.8), one of whom shall be the Treasurer of ICOI (as defined in Section 5.9), and one of whom shall be the Controller of ICOI (as described in Section 5.10). The Chair of the Finance Committee shall be the Chief Financial Officer. In addition to other tasks, the Finance Committee shall create and maintain the Delegation of Authority document. This document will specify the approvals required for financial and legal matters that may bind the Corporation, including the approval of financial expenditures. This Delegation of Authority document must be reviewed and approved by the Board at least annually.

D. **Membership Committee:** The Membership Committee shall consist of between five (5) and seven (7) members, including at least one and no more than two directors, and at least three

Bylaws of the Islamic Center of Irvine
Restated as of January 13, 2016

(3) Voting Members (who have demonstrable knowledge of the community) and who will be appointed annually by the Chairman of the Board with approval of the Board. The chair of the Membership Committee shall be the Board member present on the Committee (or, in the case there are two directors on the committee, whoever has longer tenure). The chair and the members of this Committee shall serve for a two (2) year term, and must be Active Members themselves for that period. The Committee shall have charge of the following:

- (i) maintaining a membership book of all members of ICOI together with the address, phone number, e-mail address and voting qualification of each (a copy of which shall be kept in the principal offices of ICOI or any other place that is accessible to the members of ICOI);
- (ii) recording therein the fact and date of termination, if any, of the membership of any such member;
- (iii) developing membership benefits;
- (iv) processing applications of new members;
- (v) issuing membership certificates/identification cards;
- (vi) making recommendations to the Board;
- (vii) soliciting prospective members;
- (viii) reporting to the Board a minimum of once per month;
- (ix) striving to achieve a true representation of all diverse aspects of the Muslim community in Orange County within the membership of ICOI by encouraging individuals to sign up from various age, gender, race and income groups; and
- (x) publishing reports illustrating statistics comparing ICOI's diversity status between Membership groups, Board members, and the Orange County Muslim community at large.

E. Nominating Committee: The nominating committee shall consist of a minimum of three (3) and maximum of five (5) qualified members. Qualified members are those who have been Active Members of ICOI for at least five (5) years and are not currently elected members of the Board. The aforementioned five-year minimum requirement of Active Membership shall be waived until a majority of Active Members attain a five-year tenure. The Nominating Committee is a seasonal committee that appoints a chair as agreed upon by members of the committee. The Nominating Committee is automatically dissolved fifteen (15) days after the election results are announced on the day of the annual membership meeting. Members of the very first ICOI Nominating Committee shall be appointed by the current Board provided they meet the aforementioned conditions. Future Nominating Committee members shall be elected as described below:

- (i) Upon dissolution of the Nominating Committee after elections, the members of the dissolved Nominating Committee shall prepare a minimum of three (3) and maximum of five (5) names of qualified candidates for appointment as members of the following year's Nominating Committee and such slate will be delivered to the Board no later than August 1st of the following year.
- (ii) The Board shall review and approve the recommended candidates no later than the 2nd Sunday in August.
- (iii) The Board-approved candidates will be appointed promptly thereafter by the previous year's Nominating Committee to be Nominating Committee members during the following election.
- (iv) The Board may not remove any of the Nominating Committee members after their appointment.
- (v) A member of the Nominating Committee may be removed upon majority vote of current Nominating Committee members; or if such Nominating Committee fails to remain a qualified Active Member of ICOI.
- (vi) Members of the Nominating Committee may succeed themselves only after a one election cycle break.

Bylaws of the Islamic Center of Irvine
Restated as of January 13, 2016

(vii) Members of the Nominating Committee may not be related to candidates nominated for an upcoming election. If a Nominating Committee member is related to an individual(s) nominated for election, then one of the two relatives must relinquish their position. Family relationship is defined as a first degree of separation (for example, spouses, cousins, in-laws, children, grandparents, grandchildren, and parents).

F. Responsibilities of the Nominating Committee: The nominating committee shall be responsible for:

- (i) Compiling a list of candidates for nomination for election to ICOI's Board;
- (ii) Consulting with the various committees, departments, affiliates/sub-organizations and partners of ICOI;
- (iii) Verifying eligibility of nominees before placing their names on the ballot;
- (iv) Meeting no later than the 2nd Sunday in September to prepare a slate of one candidate or more for each vacancy on the Board;
- (v) Mail such slate to the Voting Members at least forty five (45) days prior to the annual meeting of members, and include the specific date and time of the annual meeting;
- (vi) Voting Members may subsequently nominate other candidates by filing with the Nominating Committee, either in person or by mail at least thirty (30) days prior to the annual meeting of members a petition for nomination signed by twenty (20) or more Voting Members of ICOI;
- (vii) Names of the candidates nominated by the Nominating Committee and/or by the Voting Members will be mailed to the general membership no later than twenty (20) days prior to the annual meeting of members;
- (viii) Retaining all records and delivering the same to the Secretary of the Board within fifteen (15) days after the annual meeting of members.
- (ix) Striving to achieve a true representation of all diverse aspects of the Muslim community in Irvine within the list of candidates for nomination by encouraging qualified individuals to be nominated from various age, gender, race and income groups;
- (x) Publishing reports prior to elections illustrating statistics comparing ICOI's diversity status between Membership groups, Board members, and the Irvine Muslim community at large.

Section 4.20. Election Process. The election process shall take place as described herein with a minimum number of four (4) Board positions to be targeted to be filled by election. During elections, the following process will be followed:

- A. The Nominating Committee shall conduct elections on the day of the annual meeting (in the month of November) and shall count the ballots;
- B. The Board shall not have the right to disapprove the nomination petitions filed by the Voting Members or Nominating Committee, provided those petitions are valid and the nominees meet the eligibility criteria described in **ARTICLE IV**;
- C. Voting is in person by a process developed by the Nominating Committee and approved by the Board. Strict confidentiality is observed;

**Bylaws of the Islamic Center of Irvine
Restated as of January 13, 2016**

D. The Nominating Committee shall solicit written statements from all candidates and mail those to all Voting Members at least seven (7) days before a candidate forum to be held prior to elections (“Candidate Forum”). Such Candidate Forum shall be held on an appropriate day of the month as determined by the Board and Nominating Committee and advertised as far in advance as possible. The Candidate Forum shall be mandatory on all candidates such that failure to attend and participate will result in removal of such candidate from the ballot;

E. There shall be no election speeches or debates among candidates or other members of ICOI on the day of the annual meeting of members. The election process shall not be an item of discussion in any manner whatsoever at the annual meeting;

F. An election shall be conducted by setting up polling booths and distributing/casting of secret ballots similar to the state elections. The polling booths and distribution of ballots shall be outside the area of the annual meeting of members;

G. The election shall be conducted in a fair and impartial manner in accordance with the procedures established by the Nominating Committee and published at least thirty (30) days before the election date. The procedure shall be considered published when a copy of the same is posted in a prominent area on ICOI premises;

H. Each candidate shall have the right to appoint two (2) representatives as observers to the election. These representatives shall have the right to observe and audit the distribution and counting of the ballots;

I. The names of all candidates for Board positions shall be listed alphabetically on the ballot;

J. A quorum for meetings of members shall consist of thirty (30%) of the Voting Members (“Quorum”) or a minimum of thirty (30) Voting Members;

K. The candidates receiving the highest number of votes (at a meeting at which a Quorum is present) shall be declared elected to the Board. The successful candidates receiving fewer votes shall fill any vacancies of less than three (3) years, with the successful candidate receiving the least number of votes filling the vacancy of shortest duration;

L. Proxies are not allowed except for a husband or wife voting on behalf of his or her spouse, provided both are Voting Members. Other exceptions may be suggested by the Nominating Committee and must be approved by the Board. Cumulative voting is not allowed;

M. If only one candidate is nominated for an open position, there shall be two options on the ballot for such candidate: (i.) “In Favor Of”; and (ii.) “Not In Favor Of”. At least twenty percent (20%) of the total votes cast on the day of Elections must be in favor of such candidate. In addition, if the number of votes not in favor of such candidate exceed the amount of favoring votes, such candidate shall not be elected to the Board.

**Bylaws of the Islamic Center of Irvine
Restated as of January 13, 2016**

Section 4.21. Compensation. Members of the Board and members of committees, and the family members of any of the foregoing, may not receive compensation for their service(s).

Section 4.22. Intentionally Left Blank.

Section 4.23. Qualifications of a Member of the Board. Every member of the Board shall at all times be Muslim of legal age and remain a legal citizen of the United States of America or a permanent resident ("Green Card" holder).

**ARTICLE V
OFFICERS**

Section 5.1. Required Officers. The required officers of the Corporation shall be a President, a Secretary, a Treasurer, and a Chief Financial Officer ("CFO"). The Officers shall be chosen as stated in Section 5.3. The Secretary, the CFO and the President must each be individual board members.

Section 5.2. Permitted Officers. The Board may choose one or more Treasurers, additional Vice Presidents, one or more Assistant Secretaries, one or more Assistant Treasurers, and such other officers as the business of the Corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board at its pleasure may from time to time determine.

Section 5.3. Term and Appointment of Officers. The officers shall be appointed annually, by an affirmative majority vote of the Board for one (1) year term, or upon vacancy caused by death, resignation or removal by the Board. Each person elected as an officer shall continue in office until the next appointment of officers.

Section 5.4. Removal of Officers. Any officer may be removed at any time with or without cause and with or without notice by the affirmative vote of a majority of the Board, as provided in Section 4.1 of Article IV.

Section 5.5. Chairman. The Chairman is elected annually by the Board. Subject to the authority given by the Board to the Chairman, the Chairman shall have general supervision, direction, and control of the business and affairs of the Board, including, but not limited to supervision of the President and the affairs of the Corporation.

Section 5.6. President. Subject to such supervisory powers, if any, as may be given by the Board to the President, the President shall be the Chief Executive Officer of the Corporation and shall, subject to the control of the Board and the Chairman, have general supervision, direction, and, control of the business and the affairs of the Corporation. He/she shall have the general powers and duties of management usually vested in the office of President of a corporation, and shall have such other powers and duties as may be prescribed by the Chairman, or the Bylaws.

Section 5.7. Secretary. The Secretary shall be the custodian of the seal of the Corporation and of the books and records and files thereof. The secretary shall keep or cause to be kept, at the principal office or such other place as the Board may order, a minute book of all meetings of the Board and any committees.

The Secretary shall also keep, or cause to be kept, at the principal office the original or a copy of the Articles of Incorporation and Bylaws of the Corporation, as amended to date. The Secretary shall

**Bylaws of the Islamic Center of Irvine
Restated as of January 13, 2016**

give, or cause to be given, notice of all meetings of the Board and any committee required by these Bylaws or by law to be given, and shall have such other powers and perform such other duties as may be delegated by the Board or the Bylaws.

Section 5.8. Chief Financial Officer. The CFO in addition to leading the Finance Committee and supervising the Treasurer and Controller functions, shall lead the financial and investment management activities for the Corporation, shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the Corporation, including, without limitation, presenting operations, cash flow, and capital budgets for Board approval, in addition to sending or causing to be sent any other requested financial statements and reports to the Board.

Section 5.9. Treasurer. The Treasurer shall be responsible for cash management and shall participate in cash counting and depositing, disbursing approved payables, and other such activities as required.

Section 5.10. Controller. The Controller shall be responsible for keeping and maintaining the financial records of the Corporation, including without limitations, accounts for its revenues and expenses, assets, liabilities, and separate accounts, and shall provide reports as needed to the CFO and the Finance Committee.

Section 5.11. Functional Expertise: The entire Board composition shall include directors satisfying the following four (4) areas of functional expertise as described herein. The Board and the Voting Members shall appoint and elect, respectively, eligible members of ICOI that possess the functional expertise described herein. The Membership Committee will strive to identify and recruit ICOI members that possess these skills, while the Nominating Committee will identify eligible Voting Members that possess these skills during elections. Priority will be given during elections to elect candidates to ensure the Board composition includes these four (4) areas of functional expertise first. Any director (whether elected or appointed) that meets one of these areas of functional expertise may also be elected as an Officer.

The numbers indicated in brackets next to each title below indicate the minimum and preferred numbers of directors possessing such functional expertise in an ideal Board of elected and appointed members. Each functional skill below shall have “reserved” seats, which means the applicable position would stay open if no eligible members are available during elections. For example, in a Board of seven (7) members, there will be four (4) reserved seats for the functional skills identified below. However, in a Board of fifteen (15) members, there will be eight (8) seats reserved for those skills:

(i) **Legal Expertise [Minimum 1 seat; Maximum 2 seats]:** members possessing a law degree / J.D. with experience in the field of law; preferably business or corporate law, experience with non-profit organization law; tax laws etc.; Must have at least 5 years of relevant work experience;

(ii) **Finance Expertise [Minimum 1 seat; Maximum 2 seats]:** members possessing a bachelors and/or master’s degree in business, finance, accounting or similar experience; certifications such as CPA, CFA, or financial planning preferred; Must have at least 5 years of relevant work experience;

(iii) **Operations Expertise [Minimum 1 seat; Maximum 2 seats]:** members with experience in operations management, logistics, facilities management or similar; Must have at least 5 years of relevant work experience;

**Bylaws of the Islamic Center of Irvine
Restated as of January 13, 2016**

(iv.) **Sales/Marketing Expertise [Minimum 1 seat; Maximum 2 seats]**: members experienced in sales, marketing, public relations, advertising, consulting, social media, digital/creative design, or public speaking; Must have at least 5 years of relevant work experience;

*** General Director of the Board [Minimum 3 seats; Maximum 7 seats]**: the remaining Board members shall ideally have the experience and qualifications described in **Section 4.4.D** above

Section 5.12. Qualification to be an Officer. All Officers shall at all times be and remain Muslim members of the Board.

ARTICLE VI INDEMNIFICATION

Section 6.1. Right of Indemnity. To the fullest extent permitted by law, this Corporation shall indemnify its directors, officers, employees, and other persons described in the California Nonprofit Religious Corporation Law, including persons formerly occupying any such position, against all expenses, judgments, fines, settlements and other amounts actually and reasonable incurred by them in connection with any proceeding, including any action by or in the right of the Corporation, by reason of the fact that the person is or was a person described in the California Nonprofit Religious Corporation Law.

Section 6.2. Approval of Indemnity. On written request to the Board by any person seeking indemnification under California Nonprofit Religious Corporation Law, the Board shall promptly determine under California Nonprofit Religious Corporation Law whether the applicable standard of conduct set forth in California Nonprofit Religious Corporation Law has been met and, if so, the Board shall authorize indemnification.

Section 6.3. Advancement of Expenses. To the fullest extent permitted by law and except as otherwise determined by the Board in a specific instance, expenses incurred by a person seeking indemnification under **Sections 6.1 and 6.2 of this Article VI** in defending any proceeding covered by those Sections shall be advanced by the Corporation before final disposition of the proceeding, on receipt by the Corporation of an undertaking by or on behalf of that person that the advance will be entitled to be indemnified by the Corporation for those expenses.

Section 6.4. Insurance. The Corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its officers, directors, employees, and other agents, against any liability asserted against or incurred by any officer, director, employee, or agent in such capacity or arising out the officer's, director's, employee's, or agent's status as such.

ARTICLE VII REPORTS

Section 7.1. Reports. The Corporation shall furnish to all of the directors a quarterly report containing the following information in reasonable detail:

- A. A balance sheet:

**Bylaws of the Islamic Center of Irvine
Restated as of January 13, 2016**

- a. The assets and liabilities, including the trust funds, of the Corporation as of the end of the preceding fiscal quarter.
 - b. Any principal changes in assets and liabilities, including trust funds during the preceding fiscal quarter.
- B. A profit and loss statement:
- a. The revenue or receipts of the Corporation both unrestricted and restricted to particular purposes, for the preceding fiscal quarter.
 - b. The expenses or disbursements of the Corporation, for both general and restricted purposes, during the preceding fiscal quarter.
- C. Any additional information required by applicable law.

Section 7.2. Quarterly Statement of Certain Transactions and Indemnifications. As part of each quarterly report, or as a separate document if no quarterly report is issued, the Corporation shall prepare and furnish to each director a statement of any transaction or indemnification of the following kind within thirty (30) days after the end of the Corporation's fiscal quarter:

A. Any transaction (i) in which the Corporation, its parent, or its subsidiary was a party, (ii) in which an "interested person" had a direct or indirect material financial interest, and (iii) which involved more than \$5,000.00, or was one of a number of transactions with the same interested person involving, in the aggregate, more than \$5,000.00. For this purpose, an "interested person" is either of the following:

(i) Any director or officer of the Corporation, or any family member of any such person;

(ii) Any member of the Board of Trustees of ICOI WAQF Corporation, or any family member of any such person; or

(iii) Any corporation, partnership or other entity in which any such person or immediate family member thereof holds an interest often percent (10%) or more.

The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the Corporation, the nature of their interest in the transaction and the amount of that interest; provided that, if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.

B. Any indemnifications aggregating more than \$5,000.00 paid during the fiscal year to any officer or director of the Corporation under Article V of these Bylaws.

The report required by this Article shall be accompanied by any report thereon of independent accountants, or if there is no such report, by the certificate of an authorized officer of the Corporation that such reports were prepared without audit from the books and records of the Corporation.

ARTICLE VIII CONFLICTS OF INTEREST

All employees of the Corporation and members of the Board shall at all times remain clear of any action that could lead to a conflict of interest. Any member of the Board that is either hired or is compensated by an individual or an entity shall at all times excuse himself from any business dealing by

**Bylaws of the Islamic Center of Irvine
Restated as of January 13, 2016**

the Corporation with such individual or entity. Any employee of the Corporation or a member of the Board that is either a board member or an appointee of a board of another organization shall remain cognizant of and avoid any conflicts of interests and shall excuse himself from any discussion involving such organization. Furthermore, all employees of the Corporation, and members of the Board shall at all times ensure that all transactions conducted on behalf of ICOI are negotiated and executed at arm's length, and be cognizant of and avoid any conflicts of interest created by ICOI either hiring or providing contracts or employment to any of their family members, friends or business associates. Any family members, defined as those within a first cousin or grandchild/grandparent relationship, blood related or step parent, may not be members of the Board at the same time. Any personnel having business relationships, defined as a partnership interest of greater than 10% in any business where the other has the same, may not be members of the Board at the same time.

**ARTICLE IX
ENVIRONMENTAL HAZARDS**

Section 9.1. Right of Indemnity. The provisions of Article VIII of these Bylaws shall apply to any persons in connection with any proceeding in connection with the acquisition or disposition of real property which may be an environmental hazard problem.

Section 9.2. Disposition of Environmental Hazard Property.

A. In connection with the disposition by the Corporation of any environmental hazard property, the Board is directed to require any buyer, as a condition of the sale, to fully indemnify and save and hold this Corporation and its officers, directors and agents free and harmless from any and all loss, cost, damage and expense, incurred by them arising out of or in any way connected with said environmental hazard property, even if such requirement may affect the marketability of said property.

B. In the sole discretion of a majority of the Board, this Corporation may abandon any real property which such members believe may have and/or be subject to environmental hazard liability.

Section 9.3. Declination of Gift of Environmental Hazard Property. A majority of the Board, acting in their sole discretion, may choose to decline to receive any property tendered to the Corporation, which they have reason to believe may have any environmental hazard liability.

**ARTICLE X
OTHER PROVISIONS**

Section 10.1. Inspection of Articles and Bylaws. The Corporation shall keep in its principal office the original copy of its Articles of Incorporation and of these Bylaws, as amended to date, which shall be open to inspection by the directors and such other persons as required by law, at all reasonable times during office hours.

Section 10.2. Endorsement of Documents; Contracts. Subject to the provisions of applicable law, any note, mortgage, evidence of indebtedness, contract, conveyance, or other instrument in writing and any assignment or endorsement thereof executed or entered into between the Corporation and any other person, when signed by either the President or any Vice President and the Secretary or any Assistant Secretary of the Corporation, shall be valid and binding on the Corporation in the absence of actual knowledge on the part of the other person that the signing officers had no authority to execute the same. Any such instruments may be signed by any other person or persons and in such manner as from time to

Bylaws of the Islamic Center of Irvine
Restated as of January 13, 2016

time shall be determined by the Board, as applicable, but, unless so authorized by the Board, as applicable, no such person or persons shall have any power or authority to bind the Corporation by any contract or engagement to pledge its credit or to render it liable for any purpose or amount.

Section 10.3. Representation of Shares of Other Corporations. The President or any other officer or officers authorized by the Board or the President are each authorized to vote, represent, and exercise on behalf of the Corporation all rights incident to any and all shares of any other corporation or corporation or corporations standing in the name of the Corporation. The authority herein granted may be exercised either by any such officer in person or by any person authorized so to do by proxy or power of attorney duly executed by said officer.

Section 10.4. Construction and Definitions. Unless the context otherwise requires, the general provisions, rules of construction, and definitions contained in the California Nonprofit Religious Corporation Law shall govern the construction of these Bylaws.

Section 10.5. Amendments. Except as otherwise provided, these Bylaws may be amended or repealed by the affirmative vote of two thirds (2/3) of the total number of Voting Members. Such amendments or retractions must first be proposed via petition by no less than thirty (30) Voting Members, and submitted to the Board as an agenda item of the annual member meeting ninety (90) days prior to the meeting date. Upon approval with a minimum affirmative vote of two thirds (2/3) of the total number of Voting Members the decision of the Voting Members shall be accepted.

Section 10.6. Arbitration. In the unlikely event that any disputes arise amongst members of the Board with ICOI, or amongst themselves, with regard to ICOI activities or matters related to ICOI, which are not resolved through amicable discussions, and with respect to any and all disputes arising in connection with the performance of services under these Bylaws as well as any matter related to ICOI, members of the Board agree to submit any such disputes to binding arbitration, which will be held in Orange County, California under the auspices of the American Arbitration Association (AAA). California law will apply to the resolution of any such disputes and discovery pursuant to the California Discovery Act will be permitted in the event of arbitration. Members of the ICOI Board will be bound by the award made at the conclusion of the arbitration, which award shall be final and may be entered in any court of competent jurisdiction. Arbitration for any members of ICOI that are not on the Board shall be subject to the separate Arbitration Agreement specified in Attachment A of these Amended and Restated Bylaws.

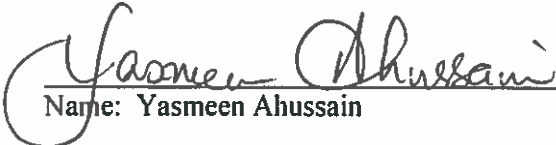
Section 10.7. Counterparts. These Bylaws may be adopted and approved in one or more identical counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same agreement.

[The remainder of this page is left intentionally blank]

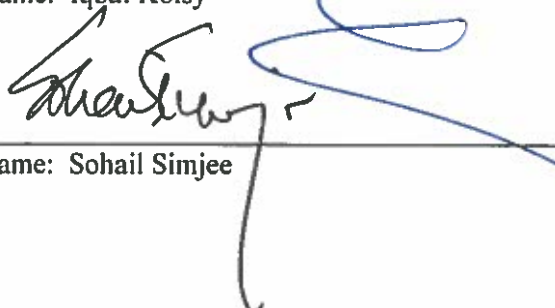
**Bylaws of the Islamic Center of Irvine
Restated as of January 13, 2016**

THIS IS TO CERTIFY THAT THE FOREGOING BYLAWS WERE ADOPTED AND APPROVED AS THE BYLAWS OF THE ISLAMIC CENTER OF IRVINE, INC. BY THE "EXECUTIVE COUNCIL" (AS THAT TERM IS DEFINED IN PREVIOUS VERSIONS OF THESE BYLAWS) ON THE 13TH OF JANUARY, 2016 (THE "EFFECTIVE DATE" OF THESE BYLAWS). AFTER HAVING CAREFULLY READ THESE BYLAWS AND UNDERSTANDING ALL OF THEM AND BY EXECUTION BELOW, MEMBERS OF THE EXECUTIVE COUNCIL ACKNOWLEDGE THAT THE EXECUTIVE COUNCIL IS HEREBY DISSOLVED ON THE EFFECTIVE DATE OF THESE AMENDED AND RESTATED BYLAWS. AS A RESULT, THE EXECUTIVE COUNCIL HAS NO POWER OR AUTHORITY AT ICOI AND ALL BOARD MEMBERS APPOINTED BY THE EXECUTIVE COUNCIL PRIOR TO THIS DATE SHALL BE PERMITTED TO COMPLETE THEIR ONE-YEAR TERMS, SUBJECT TO THE RULES STATED WITHIN THESE BYLAWS. BY EXECUTION BELOW, MEMBERS OF THE BOARD ACKNOWLEDGE THESE BYLAWS AS EFFECTIVE ON THE STATED EFFECTIVE DATE ABOVE.


EXECUTIVE COUNCIL:


Name: Yasmeen Ahussain


Name: Iqbal Kolsy



Name: Sohail Simjee

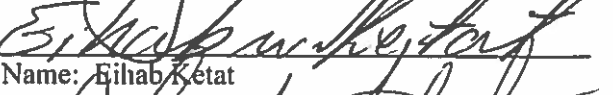
BOARD OF DIRECTORS:

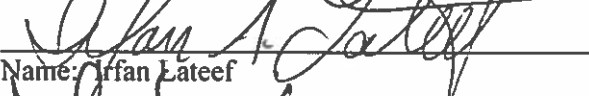

Name: Moly Abdelgany


Name: Aly Aziz



Name: Ahmed Elmalky


Name: Nabeel Gareeb


Name: Eihab Ketat


Name: Arfan Lateef


Name: Mazhar Latif


Name: Michelle Nashef


Name: Noreen Rahman

ATTACHMENT "A": ARBITRATION

Arbitration Agreement

In the event that I have any claim against or dispute or differences with the Islamic Center of Irvine ("ICOI") or any other entity operated and controlled by ICOI or if I am involved in any controversy arising out of or involving the Articles of Incorporation, Bylaws, or decisions of the ICOI Board of Directors ("Board") and/or committees formed pursuant to the Bylaws or by the Board, I agree to submit any such matter to final and binding arbitration pursuant to the provisions of the California Code of Civil Procedure, Section 1280 et. seq., or amended statutes, within one year of the time such matter arises. Any such dispute or difference may be resolved by an arbitrator mutually agreed upon between ICOI and myself. In case we cannot agree on the selection of the arbitrator then each of us will nominate a Muslim to act as our nominee, and these nominees in turn shall select a third Muslim to act as the arbitrator of the dispute.

I further agree that if I have a claim or dispute against any other member of ICOI where such claim or dispute arises out of or involves the Articles of Incorporation, Bylaws, or decisions of the Executive Council, Board and/or committees formed pursuant to the Bylaws, I shall submit any such matter to final and binding arbitration pursuant to the provisions of the California Code of Civil Procedure, Section 1280 et. seq., or amended statutes, within one year of the time such matter arises.

I further agree that such arbitration shall be the exclusive forum for any such dispute. If ICOI does not receive a written request for arbitration from me within one year from the date the dispute arose, I agree I will have waived any right to raise any claim, in any form, arising out of such dispute.

I further expressly agree that in arbitration my exclusive remedy shall be: a) To seek rescission of any act that I deem to have been wrongly undertaken by ICOI or b) To force ICOI to perform tasks required of it under its Articles of Incorporation, Bylaws and any effective resolutions. I expressly waive any claim for damages, actual or punitive, save and except to the extent of membership dues paid by me. The cost of arbitration shall be borne by the losing party or in such proportion as the arbitrator shall decide.

I understand that by executing this agreement I waive my right to a trial by a judge and/or jury and I hereby waive such right. Should any of the provisions of this agreement be unenforceable, the remaining provisions shall remain in full force and in effect and the agreement shall be construed in the most favorable manner so that any dispute/difference involving the parties is resolved by binding arbitration.

I understand and agree that this agreement represents and expresses the complete agreement between ICOI and me regarding any acts or omissions of ICOI. I further agree that this arbitration agreement may only be modified or changed in writing and signed by both me and an authorized representative of ICOI.

I/We do hereby declare that:

A: There is no one worthy of worship except Allah.

B: Prophet Mohammad (ﷺ) is the last Messenger of Allah and the Final Prophet of Allah.

C. The Holy Quran and Sunnah (traditions of the Prophet's words and deeds) is the basis of binding guidance and authority in life.

Signature of Applicant

Date

Signature of Spouse (if Family Membership)

Date

ATTACHMENT "B": MEMBERSHIP APPLICATION

ICOI Membership Application Form

SEE FORM ON NEXT PAGE

[The remainder of this page is left intentionally blank]



In the Name of Allah, The Most Gracious, The Most Merciful



Islamic Center of Irvine

Membership Form

2 Truman, Irvine CA 92620

(949) 786-4264

| Applicant Information | | |
|---|--|---|
| Name: | | |
| <i>First Name</i> | <i>Last Name</i> | |
| Phone: | Age 18 or older? Yes <input type="checkbox"/> / No <input type="checkbox"/> | |
| Address: <i>(Orange County Residents only)</i> | | |
| City: | State: | ZIP Code: |
| email: | Are you a U.S. Citizen? Yes <input type="checkbox"/> / No <input type="checkbox"/> | or Permanent Resident? Yes <input type="checkbox"/> / No <input type="checkbox"/> |
| Spouse Information if joint membership | | |
| Name: | | |
| <i>First Name</i> | <i>Last Name</i> | |
| email: | Are you a U.S. Citizen? Yes <input type="checkbox"/> / No <input type="checkbox"/> | or Permanent Resident? Yes <input type="checkbox"/> / No <input type="checkbox"/> |
| Type of Membership | | |
| Individual Membership: <input type="checkbox"/> \$10/month or \$120/year | Mode of Payment: | |
| Family Membership: <input type="checkbox"/> \$20/month or \$240/year | <input type="checkbox"/> Lump Sum (Annual) | |
| Name on Card: | <input type="checkbox"/> Monthly Automatic Deduction ¹ | |
| Address: | City/State/Zip: | <input type="checkbox"/> Check / Cash <i>(Lump Sum only)</i> |
| Credit Card #: | Expiration Date: | <input type="checkbox"/> Credit Card |
| <small>1.) If Monthly Deduction, please fill out Recurring Donation Form at ICOI.net/Membership or in-person at Office with a Voided Check</small> | | |
| Children (17 or younger) if applicable | | |
| Name: | Name: | |
| Name: | Name: | |
| Signatures | | |
| <i>I the undersigned (a.) agree to abide by all rules and terms of the bylaws/constitution of ICOI; (b.) acknowledge that membership is restricted to legal residents of the USA residing in Orange County; (c.) agree that this application is subject to review and approval by ICOI; (d.) consent to the attached Arbitration Agreement in accordance with the ICOI bylaws; and (e.) confirm that all statements on this application are true.</i> | | |
| Signature of applicant: | Date: | |
| Signature of spouse <i>(only if for a joint membership):</i> | Date: | |

Member Benefits

- Grants you voting rights to select members of the Board
- Grants you voting rights on activities & operations of ICOI
- Helps support various religious, social, and educational activities
- Renders you eligible to be elected as a Board Director (upon meeting certain conditions)
- Keeps you informed on issues of the masjid
- Gives you a voice and power to make a difference in your community
- Future benefits will periodically be added and enhanced

For Office Use Only

(Please do not write below this line)

Approved

Pending

Rejected (Reason: _____)

Reviewed by: _____

Comments:

ICOI's Federal Tax ID number is: 33-0992506. All membership dues are tax deductible.

Arbitration Agreement

In the event that I have any claim against or dispute or differences with the Islamic Center of Irvine ("ICOI") or any other entity operated and controlled by ICOI or if I am involved in any controversy arising out of or involving the Articles of Incorporation, Bylaws, or decisions of the ICOI Board of Directors ("Board") and/or committees formed pursuant to the Bylaws or by the Board. I agree to submit any such matter to final and binding arbitration pursuant to the provisions of the California Code of Civil Procedure, Section 1280 et. seq., or amended statutes, within one year of the time such matter arises. Any such dispute or difference may be resolved by an arbitrator mutually agreed upon between ICOI and myself. In case we cannot agree on the selection of the arbitrator then each of us will nominate a Muslim to act as our nominee, and these nominees in turn shall select a third Muslim to act as the arbitrator of the dispute.

I further agree that if I have a claim or dispute against any other member of ICOI where such claim or dispute arises out of or involves the Articles of Incorporation, Bylaws, or decisions of the Executive Council, Board and/or committees formed pursuant to the Bylaws, I shall submit any such matter to final and binding arbitration pursuant to the provisions of the California Code of Civil Procedure, Section 1280 et. seq., or amended statutes, within one year of the time such matter arises.

I further agree that such arbitration shall be the exclusive forum for any such dispute. If ICOI does not receive a written request for arbitration from me within one year from the date the dispute arose, I agree I will have waived any right to raise any claim, in any form, arising out of such dispute.

I further expressly agree that in arbitration my exclusive remedy shall be: a) To seek rescission of any act that I deem to have been wrongly undertaken by ICOI or b) To force ICOI to perform tasks required of it under its Articles of Incorporation, Bylaws and any effective resolutions. I expressly waive any claim for damages, actual or punitive, save and except to the extent of membership dues paid by me. The cost of arbitration shall be borne by the losing party or in such proportion as the arbitrator shall decide.

I understand that by executing this agreement I waive my right to a trial by a judge and/or jury and I hereby waive such right. Should any of the provisions of this agreement be unenforceable, the remaining provisions shall remain in full force and in effect and the agreement shall be construed in the most favorable manner so that any dispute/difference involving the parties is resolved by binding arbitration.

I understand and agree that this agreement represents and expresses the complete agreement between ICOI and me regarding any acts or omissions of ICOI. I further agree that this arbitration agreement may only be modified or changed in writing and signed by both me and an authorized representative of ICOI.

I/We do hereby declare that:

A: There is no one worthy of worship except Allah.

B: Prophet Mohammad (ﷺ) is the last Messenger of Allah and the Final Prophet of Allah.

C. The Holy Quran and Sunnah (traditions of the Prophet's words and deeds) is the basis of binding guidance and authority in life.

Signature of Applicant

Date

Signature of Spouse (if Family Membership)

Date

Note: Only completed applications with payment information will be processed. Completed applications and payments may be submitted online at www.ICOI.net/Membership or may be submitted in person to the Office Staff at the Islamic Center of Irvine during posted office hours. All Membership dues are non-refundable. For more information on ICOI's Membership structure and Member obligations/rights/benefits, please review the ICOI Bylaws located in our website at ICOI.net/about/governance

ICOI's Federal Tax ID number is: 33-0992506. All membership dues are tax deductible.

ATTACHMENT "C": ORGANIZATION STRUCTURE

The following Organization Chart represents the current structure of the Islamic Center of Irvine:

2016 ICOI Organization Chart

