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

BYLAWS

OF

ISLAMIC SOCIETY OF CENTRAL JERSEY

A NEW JERSEY NONPROFIT CORPORATION

July 6, 2026

TABLE OF CONTENTS

PREAMBLE

We, the Muslims of Central New Jersey do hereby proclaim the establishment of the Islamic Society of Central Jersey, so that collectively we all can: practice our faith of Islam, preserve and perpetuate religious and cultural heritage, uphold ethical and intellectual pursuits.

To this effect, we hereby set forth and enact the following laws governing our organization, until and unless properly amended by the provisions herein.

In the Annual General Body meeting held on April 26, 2026, and due to lack of quorum continued on June 20-21 with online voting, these Bylaws were adopted with over a 3/4th vote. These Bylaws replace the previously approved Constitution/Bylaws of the Islamic Society of Central Jersey in their entirety.

ARTICLE I - NAME AND INCORPORATION

1.1 Name. The corporation is named ISLAMIC SOCIETY OF CENTRAL JERSEY (hereinafter, the "Organization").

1.2 Incorporation. The Organization was incorporated on April 19, 1975, in the State of New Jersey as a nonprofit corporation.

ARTICLE II - PURPOSES

2.1 General Purposes. The purposes of the Organization shall be limited to religious, educational, and charitable activities in compliance with 501(c)(3) of the Internal Revenue Code, as amended.

The fundamental objective of the Organization will always be to seek Glory to Allah. Quran, Sunnah, and Sharia shall always be the guiding light for the Organization. Hence the Organization should:

(a) Foster the interest of Muslims and the religion of Islam;

(b) Preserve and perpetuate Islamic traditions and Islamic cultural heritage;

(c) Facilitate a greater and better understanding and relations amongst Muslims and between Muslims and people of other faiths.

No part of the net earnings of the Organization shall inure to the benefit of, or be distributable 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 this Article.

Notwithstanding any other provisions herein, the Organization shall not carry on any activities that the following types of organizations are not permitted to carry on: (a) Organization's exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c) of such Code, and/or (b) organizations, contributions to which are deductible under Sections 170(c)(2), 2055(A)(2), 2106 or 2522(a)(2) of the Internal Revenue Code.

2.2 Specific Purposes. In accordance with and subject to the foregoing sections, the Organization was further formed to achieve the following purposes:
(a) To provide various services to the Muslim community and the broader community in the area including religious, educational, charitable, and social services;
(b) To undertake and engage in any and all other religious, educational, and social activities in furtherance of the foregoing.

ARTICLE III - STRUCTURE AND ORGANIZATION

3.1 Structure. The structure of the Organization shall consist of the Members, the Board of Trustees (the “Board” or “Trustees”), the Executive Committee, staff, and volunteers. The Members shall elect the Board of Trustees. The Board of Trustees shall be the highest governing authority of the Organization, provide strategic guidance, ensure the financial viability of the Organization, and shall appoint and oversee the Executive Committee and other staff and volunteers. The day-to-day activities of the Organization shall be managed by the Executive Committee.

3.2 Powers. These Bylaws allocate the rights and responsibilities among the Members, Board of Trustees, the Executive Committee, staff, and volunteers. This allocation of powers is by design and is to be reflected in the implementation and interpretation of the Bylaws.

The intention of this allocation of powers is to create accountability, to prevent any individual or group from exercising undue authority, to ensure turnover in leadership and to provide Members appropriate opportunity to participate in the Organization's affairs.

3.3 Offices. The registered agent and registered office of the Organization shall be the ISCJ President, and a central office and post office mailing address shall be maintained at 4145 Route 1, Monmouth Junction, New Jersey. The Board of Trustees may elect to change the registered office and file the appropriate forms with the New Jersey Department of State to do so. The Organization may also have offices at such other places as the Board may from time to time appoint or the activities of the Organization may require.

ARTICLE IV - MEMBERSHIP

4.1 General. The Organization is a member-based nonprofit corporation. The Members serve an integral role in fulfilling the vision, mission, and purposes of the Organization. The Members shall participate in an annual meeting of the membership (the "Annual Meeting") in accordance with Article X.

4.2 Membership Categories.

(a) Annual Member: To be a member of the Organization, an individual must:
- (i) Self-identify as a Muslim;
- (ii) Have reached the age of 18 or older;
- (iii) Agree with the purposes and objectives of the Organization;
- (iv) Have submitted a membership application along with the applicable dues; and
- (v) Reside within the surrounding areas of the Organization.

(b) Special Member Categories:
- (i) Life Members: Those who have contributed an exceedingly large amount to the Organization (in the opinion of the Board of Trustees);
- (ii) Founding Members: Those who contributed at least one thousand ($1000) in one year, prior to the annual general body meeting of 1981. After the inauguration of the Islamic Center, this category was closed permanently; and
- (iii) Legacy Members: Those who contributed at least $15,000 over an approximate 3-year period from October 2025 – ISCJ's 50th Anniversary Fundraiser– to December 31, 2027. Membership in these honorary categories does not include privileges of Annual Membership.

The Board of Trustees retains the discretion to deny an individual's application for membership. Such denial may only be taken by a minimum two-thirds (2/3) vote at a duly held meeting of the Board of Trustees.

4.3 Membership Dues. Membership dues shall be set and reviewed from time to time by the Board. The membership year is based on the calendar year, from January 1st to December 31st.

4.4 Withdrawal or Termination of Membership. Any Member may resign at any time by giving written notice to the Organization. The Board of Trustees, by a minimum of two-thirds (2/3) vote, may suspend or terminate the membership of a Member if it finds that a Member is in violation of these Bylaws, any policies or procedures of the Organization or has exhibited conduct detrimental to the well-being of the community or the vision and mission of the Organization.

4.5 Non-Members. Non-members are welcome to attend prayers and benefit from services provided by the Organization subject to its policies and guidelines. Non-members will have no privileges of Annual Members including no voting rights.

4.6 Petition. The Board must convene an emergency meeting if requested by a petition from more than fifty (50) or ten percent (10) of the Annual Members, whichever is less. The quorum for such an emergency meeting shall be twice the number of valid signatures on the petition.

ARTICLE V - BOARD OF TRUSTEES

5.1 Function and Duties. The Board of Trustees (the "Board" or "Trustees") shall be the highest governing authority of the Organization as provided by law, its Certificate of Incorporation, and these Bylaws. In addition, the Board shall have the following specific duties:

(a) To develop a strategic plan and to adopt policies and procedures in furtherance of the vision, mission and purposes of the Organization;

(b) To appoint from within the Board an Executive Committee comprised of the Chair, President, Secretary, Treasurer and Executive Secretary;

(c) To approve the hiring or termination of senior management, including, for example, Imam, Resident Scholar, Executive Director and others as deemed in its discretion;

(d) To oversee and evaluate the management of the Organization, including the Executive Committee.

(e) To delegate the responsibility and authority as shall be deemed advisable, insofar as such delegation of authority is not inconsistent with the Certificate of Incorporation of the Organization or these Bylaws (in their present form or as they may be amended) or to any applicable law.

5.2 Number. The Board shall be made up of nine (9) subject to Section 5.3.

5.3 Appointment of Additional Trustees. The Board of Trustees may appoint up to two (2) additional Trustees when deemed advisable by the elected and already appointed Trustees.

(a) Such appointment shall take place only after the installation of the selection of Officers that takes place in first meeting following the Annual Meeting/Election.

(b) Such appointment shall require minimum two-thirds (2/3) majority vote of the combined elected Trustees and any already appointed Trustees.

(b) Such appointment shall be for a period of up to one year or until the next regular annual elections, whichever comes first.

(c) Such appointment shall not violate the mandatory recess between specified terms or the restrictions regarding close relatives as set forth in these Bylaws.

(d) Any appointed Trustee may serve in any executive position, and he/she shall have the same voting rights as the elected members of the Board.

(e) Such appointment periods will not count as a term in determining eligibility of the appointee for subsequent election as a Trustee.

(f) Any appointed Trustee shall meet all the eligibility criteria as set forth in Section 5.4 below.

5.4 Eligibility. To be eligible to serve on the Board of Trustees, a nominee must:

(a) Be an Annual Member for a period of at least two (2) consecutive membership years, immediately preceding the election;

(b) Be an Annual Member who has actively and effectively served the Organization for a minimum period of at least two (2) years immediately preceding the election. Active and effective service includes providing substantial effort/commitment to the

Organization in a Committee or Task Force or participation that is endorsed through written petition of minimum three (3) Annual Members or past service as an appointed or elected Trustee of the Organization or any length of term or service as a former Election Commissioner.

(c) Not be a current employee of the Organization or any of its affiliates, or an owner or paid contractor/consultant working for the Organization or its affiliates. Affiliate is defined as any school, organization, business, or agency that is connected to or associated with the Organization or is a subsidiary of the Organization;

(d) Not simultaneously be a member of the Election Commission or board of the Noor-ul-Iman School (except as the Organization's board liaison to the Noor-ul-Iman board);

(e) Not be a close relative of another nominee, Officer, or Trustee serving at the same time. Close relatives are defined as a father, mother, (and steps), brother, sister (and halves) son, daughter (and steps), husband, wife, niece, nephew, first cousins, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, or grandchild; and

(f) Be a United States citizen.

5.5 Term; Term Limit and Staggered Board.

(a) At each annual election, the Annual Members shall elect three (3) Trustees for a term of three (3) years.

(b) Trustees may serve two (2) consecutive three (3) year terms and then must take a two (2) year break to be eligible to be elected again.

5.6 Removal of Trustees. Any Trustee may be removed for cause shown upon a minimum two-thirds (2/3) vote of the Board (excluding the Trustee who is the subject of removal) at a duly held meeting. "Cause" shall be defined as: (a) violation of these Bylaws, (b) failure to regularly attend meetings of the Board without justifiable reason for which the Board is timely informed including failure to attend fully more than two (2) consecutive meetings of the without being excused for such absences and including failure to attend 75% of regular meetings in person; or (c) performing acts that are in clear violation of Islamic ethics or harmful to the purposes and objectives of the Organization.

Written notice of the intention to remove and reasons therefore shall be provided to the Trustee at least two (2) weeks prior to the meeting date. Electronic means of communication to the last known email address as appears on the membership rolls may constitute such notice. No Trustee shall be removed from the Board of Trustees without having the opportunity to be heard at such meeting, but no formal hearing procedure need to be followed.

5.7 Vacancies. The Board may declare vacant the office of a Trustee if said Trustee: (a) has died; (b) has been judicially declared of unsound mind; (c) has failed to appropriately attend meetings given Section 5.6 above; or (d) if within sixty (60) days after notice of the Trustee's election, said Trustee does not accept such office either in writing or by attending a Board of Trustee's meeting.

Any vacant office shall be filled for the unexpired term by the Board who meets the eligibility criteria for election to the Board under the Bylaws.

Such appointed Trustees may serve in an executive position. Such appointment shall not count in determining eligibility for a subsequent election to the Board.

5.8 Meetings; Quorum. Any meeting of the Board shall be held at such locations and at such times and dates as the Board may determine except all regular meetings of the Board that are held in person shall be held at the Organization's premises.

The Board of Trustees shall meet at least on a quarterly basis. A quorum shall consist of a majority of the Trustees. In the absence of a quorum, any action taken shall be recommendatory only, but may become valid if subsequently confirmed by a vote in conformance with the quorum requirements.

A special meeting of the Board may be called at the request of the Chair, the President or at least one fourth of the whole Board. The person or persons authorized to call special meetings of the Board of Trustees may fix the time, date, and location of the meetings.

Notwithstanding anything to the contrary herein, any meeting may be held in person or by telephonic or video conference or other means of appropriate communication by means of which all persons participating therein can hear each other. Any person attending telephonically or via other means shall be deemed present for purposes of quorum.

5.9 Referendum. The Board may bring an issue to be voted via first class mail or electronic ballot or by calling a special emergency meeting with the Members. The Board shall provide written notice at least one (1) week in advance. Notice shall be given to the Annual Members in writing by first-class mail or email or other electronic means.

5.10 Notice; Agenda. Each Trustee shall have written notice at least one (1) week in advance of a regular meeting and at least three (3) days prior to a special meeting. Notice shall be given to each Trustee at his/her residence or business in writing by first class mail or email or other electronic means.

The attendance of a Trustee at a meeting shall constitute a waiver of notice of such meeting, except: (a) where a Trustee attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called for or convened or (b) where a Trustee objects to the consideration of a particular matter not included within the purpose stated in the meeting notice.

The agenda for all regular meetings shall be circulated to the Trustees at least three (3) days prior to the meeting.

5.11 Voting; Written Consent. Each Trustee shall be entitled to one vote on all matters voted or acted upon by the Board of Trustees. A vote taken by the majority of Trustees present at any meeting at which there is a quorum shall be the act of the Board, except as may be otherwise specifically provided by law, by the Certificate of Incorporation or by these Bylaws. Voting by proxy shall not be permitted.

In lieu of a meeting, the Board of Trustees may take a decision by written consent (including, for example, through email or other electronic means) provided such written consent is recorded and filed with the minutes of the next Board meeting. Any Trustee may object to the use of written consent for a particular matter and require the inclusion of such matter on the agenda of the next meeting upon notice to the Board giving at least three (3) days prior to the meeting.

5.12 Compensation. The Board of Trustees shall receive no remuneration for acting as such. However, each member of the Board of Trustees may be entitled to reimbursement for reasonable expenses incurred in furtherance of the business of the Organization.

5.13 Conflict of Interest. A Board of Trustees member shall not accept paid employment of the Organization or any of its affiliates or become an owner or a paid contractor/consultant to the Organization or any of its affiliates. Any Trustee contemplating such engagement shall promptly advise the Chair of the Board of Trustees and shall resign from the Board before accepting such engagement. If it is determined that a Trustee is already engaged in such ownership or employment as defined above, then he or she shall resign from the Board of Trustees.

5.14 Financial Responsibility. The Board of Trustees is responsible and liable for making decisions with respect to all finances, assets, and financial commitments on behalf of the Organization. No one shall have the right to make any financial commitment except if authorized by the Board or the President under authority from the Board. The Board is responsible for the following:

(a) Major Assets. To approve or disapprove any financial transactions relating to the Organization’s real estate and other major assets. No sale, assignment, transfer, financing, mortgaging, or any other action involving the disposition or financing of the Organization’s real estate can be authorized without a minimum two-thirds (2/3) vote of the Board at a duly held meeting.

(b) Budget. To approve the annual operations and capital budgets and objectives proposed by the Executive Committee. The capital budget should include the cost of acquiring new facilities along with the cost of maintenance for the next three (3) years from the date of initial completion and use. The Trustees must balance the budget every year. The operations and capital budgets shall be presented to the Members for approval at the Annual Meeting.

(c) Expense Approval. To approve financial transactions and disbursement of the Organization’s funds (including borrowing, lending, and investing for and on behalf of the Organization).

(d) Audits. The accounts, books and records of the Organization shall be audited upon the conclusion of each fiscal year by an independent certified public accountant selected by the Board of Trustees, and it shall be the duty of the Board of Trustees to cause such audit to be made annually. Certified balance sheets and related financial statements shall be presented to the Annual Members in the Annual Meeting.

(e) Investments. The Trustees have the responsibility to plan for the Organization and its facilities so that the Organization is financially independent. Hence, income providing investment programs should be initiated to sustain the activities of the Organization. The Trustees shall invest in relatively safe investments (e.g., land, real estate, commodities of a non-speculative character, business, etc.) for appreciation of capital of the Organization within the allowed framework of Islam.

(f) Solvency. The Trustees shall keep the Organization solvent at all times and shall engage in fundraising on a regular basis. Under no circumstances shall the long-term debt to asset ratio of the Organization exceed 0.2 (20%). This rule shall apply to each and every entity and undertaking of the Organization, in addition to total funds of the Organization.

(g) Reserve Fund. Five percent of all the funds raised in a given year shall be put in a Reserve Fund. Under no circumstances can more than half of the Reserve Funds be withdrawn each year. Reserve fund shall be allocated as deemed advisable by the Trustees.

ARTICLE VI - EXECUTIVE COMMITTEE: OFFICERS

6.1 Officers. The Officers of the Board shall be the Chair, President, Secretary, Treasurer, and Executive Secretary and they shall constitute the Executive Committee. A Trustee cannot serve in more than one officer position at the same time.

6.2 Appointment; Term; Eligibility. The Officers shall be selected by the Board from among the Trustees by majority vote at its first meeting following the Annual Meeting/Election. Each Officer term shall conclude upon the election of the new Board of Trustees. Only a Trustee shall be eligible to hold a position as an Officer of the Organization.

6.3 Meetings; Quorum. Any meeting of the Executive Committee shall be held at such locations and at such times and dates as the Executive Committee may determine except all regular meetings of the Executive Committee that are held in person shall be held at the Organization’s premises.

The Executive Committee shall meet on a monthly basis. A quorum shall consist of a majority of the Officers. In the absence of a quorum, any action taken shall be recommendatory only, but may become valid if subsequently confirmed by a vote in conformance with the quorum requirements.

A special meeting of the Executive Committee may be called at the request of any Officer, who may fix the time, date, and location of the meeting.

Notwithstanding anything to the contrary herein, any meeting may be held in person or by telephonic or video conference or other means of appropriate communication by means of which all persons participating therein can hear each other. Any person attending telephonically or via other means shall be deemed present for purposes of quorum.

6.4 Notice; Agenda. Each Officer shall have written notice at least one (1) week in advance of a regular meeting and at least three (3) days prior to a special meeting. Notice shall be given to each Officer at his/her residence or business in writing by first class mail or email or other electronic means.

The attendance of an Officer at a meeting shall constitute a waiver of notice of such meeting, except (a) where an Officer attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called for or convened or (b) where an Officer objects to the consideration of a particular matter not included within the purpose stated in the meeting notice.

The agenda for all regular meetings shall be circulated to the Officers at least three (3) days prior to the meeting.

6.5 Removal and Resignation. Any Officer may be removed with or without cause, at any time by an affirmative vote of a minimum of two-thirds (2/3) vote of the Board of Trustees at any regular or special meetings of the Board of Trustees. Any Officer may resign at any time by giving written notice to the Chair or Secretary, and unless otherwise specified therein, such resignation shall be effective immediately and shall not be dependent on acceptance by the Board of Trustees.

6.6 Vacancies. Any vacant office may be filled for the unexpired term by a Board of Trustee's appointment, with a simple majority vote.

6.7 Chair. The Chair shall call and preside at all the meetings of the Board and serve on the Board of Trustees and shall have such other powers and duties as designated in these Bylaws and as from time to time may be assigned by the Board of Trustees.

6.8 President. The President shall direct and manage the day-to-day operations of the Organization and ensure the implementation of the policies, procedures and objectives set out by the Board. The President shall further: (a) provide a report on the activities of the Organization at each regular Board meeting; (b) chair meetings of the Executive Committee; (c) represent, along with the Imam and Chair, the Organization in the larger community; (d) supervise the staff of the Organization; (e) approve financial transactions and disbursement of the Organization's funds in an amount determined by Board resolution (including borrowing, lending and investing for and on behalf of the Organization); and (f) perform all the usual duties incident to the office of the President and such other duties as may be assigned by the Board. The President may delegate any of his/her duties to the Executive Director.

6.9 Secretary. The Secretary shall: (a) keep a record of the proceedings of the Organization, and of such other matters as may be directed by the Organization to be placed in its files or records; (b) have custody of the corporate records and corporate seal; (c) keep an accurate roll of the names and addresses of the Officers, Board of Trustees, Election Commissioners and Committees and notify Officers and members of committees of their election or appointment; (d) issue written notices of all meetings; (e) coordinate with the Trustees and prepare the agenda for all meetings; and (f) in general perform all the usual duties of the office of Secretary and such other duties as may be assigned to the Secretary by the Board of Trustees. The Secretary may delegate any of his/her duties to the Executive Director.

6.10 Treasurer. The Treasurer shall have general supervision of the fiscal affairs of the Organization. The Treasurer shall: (a) be responsible for the safeguarding of all the funds received by the Organization and for their proper disbursement in accordance with budget parameters; (b) see that a full and accurate accounting of all financial transactions are made; (c) keep regular accounts, in the books of the Organization, which accounts shall be open to inspection by any member of the Board of Trustees and shall at all times be subject to examination and audit as directed by the Chair; (d) cooperate in the conduct of any annual audit of the Organization's financial records by certified public accountants duly appointed by the Board of Trustees; (e) report, at each stated meeting, and to the Board of Trustees, as and when required by them, the financial condition of the Organization; and (f) in general perform all the usual duties of the office of Treasurer and such other duties as may be assigned to the Treasurer by the Board of Trustees.

6.11 Executive Secretary. The Executive Secretary shall: (a) keep a record of the proceedings of the Executive Committee and the Annual Meeting; (b) issue written notices of all Executive Committee meetings; (c) coordinate with the Officers and prepare the agenda for all meetings; and (d) in general perform all the usual duties of the office of Executive Secretary and such other duties as may be assigned to the Executive Secretary by the Executive Committee. The Executive Secretary may delegate any of his/her duties to the Executive Director.

6.12 Bank Accounts and Signatures. The President and Treasurer in accordance with the directives issued by the Board of Trustees shall set up such accounts as necessary for the smooth operation of the financial affairs of the Organization. The President and Treasurer shall each have signature power over such accounts, and both signatures are required to create a valid check. The Board may also grant signature power to the Chair and/or Secretary.

6.13 Corporate Seal. The Organization may have a corporate seal which shall have inscribed thereon the name of Organization, the year of incorporation and such inscription as the Board of Trustees may determine. The seal of the Organization shall be kept in the custody of the Secretary, who may use it, as appropriate or necessary.

6.14 Annual Report. The Executive Committee shall provide the Annual Report to the Board of Trustees and to the Annual Members, which will summarize the Organization's activities over the preceding year. The Annual Report shall include but not be limited to: an Agenda, Chair's Report, President's Report, Secretary's Report, Treasurer's Report, operations and capital budgets, audited annual financial statement, which shall consist of a balance sheet as of the Organization's fiscal summary or receipts and disbursements, and shall be prepared in such manner and form as sanctioned by sound accounting practices and shall be certified by the Organization Treasurer and a certified public accountant, Committee Reports, previous Annual Meeting Minutes, Imam's Report, Resident Scholar's Report, Election Commission's Report, any proposed Amendments to the Bylaws, any proposed Amendments to the Certificate of Incorporation. The Annual Report shall be provided to the Annual Members via mail, email or published on the Organization's official website ten (10) days prior to the Annual Meeting/Election.

ARTICLE VII - STAFF

7.1 General. All staff of the Organization may be full-time or part-time as determined by the Board of Trustees. All staff shall have their duties set forth in a job description. The Organization shall hire an Imam and may hire other staff such as a Resident Scholar or Executive Director or other staff as needed.

7.2 Imam. An Imam shall be appointed by the Board. The Imam shall have day-to-day responsibilities to execute the religious affairs at the Organization. These duties may include leading daily prayers, giving the Friday khutbah, leading funeral prayers, performing marriages, teaching classes and in general performing all the usual duties of the office of the Imam and such other duties as may be assigned to the Imam by the Board of Trustees.

7.3 Resident Scholar. A Resident Scholar may be appointed by the Board. The Resident Scholar shall: (a) create and coordinate educational Islamic Sciences programming for adults and kindergarten through high school students; (b) establish a recurring community program with invited speakers to deliver knowledge and increase community bonding, with special focus on youth/young adults; (c) establish other educational and social programs and conference programs throughout the year including inviting regional and national speakers; (d) work closely with various committees to support creation and management of these programs, events and classes; and (e) in general perform all the usual duties of the office of Resident Scholar and such other duties as may be assigned to the Resident Scholar by the Board of Trustees.

7.4 Executive Director. An Executive Director may be appointed by the Board to manage the Organization. The Executive Director shall have day-to-day responsibilities for the Organization, including carrying out the Organization's goals, activities, and policies. The Executive Director shall: (a) be responsible for hiring, termination and supervision of staff, independent contractors and volunteers after consulting with the President; (b) attend all Board of Trustees' meetings as an ex-officio member and report on the progress of the Organization; (c) answer questions of the Trustees and carry out the duties described in the job description; (d) report to the President between Board of Trustees' meetings; (e) act as a duly authorized representative of the Board of Trustees in all matters, except where the Board has formally designated some other person or group to act; and (f) in general perform all the usual duties of the office of Executive Director and such other duties as may be assigned to the Executive Director by the Board of Trustees.

ARTICLE VIII - COMMITTEES

8.1 General. In pursuance of these Bylaws, the Board of Trustees may designate and create committees, each of which shall consist of one or more members of the Board of Trustees and a minimum of three (3) individuals. The committees may only exercise the authority of the Board of Trustees of the Organization as delegated by the Board of Trustees. The committees cannot act on behalf of the Board but rather the committee only makes recommendations to the Board subject to applicable statutes. The designation and appointment of any such committee and the delegation of authority thereto shall not operate to relieve the Board of Trustees or any individual Trustee of any responsibility imposed upon it or him or her. The Board shall set forth the charge and jurisdiction of the committee. The President shall appoint a chair to the committee, and each committee shall appoint a secretary. A Trustee may not serve as a chair of a committee. The Board may, by a minimum two-third (2/3) vote, terminate and dissolve any of the committees.

8.2 Procedures; Minutes of Meetings. Each committee shall keep regular minutes of its meetings and report the same to the Board. Unless otherwise specified in the Board of Trustees resolution appointing the committee, these Bylaws relating to meetings, action without meeting, notice and quorum and voting requirements of the Board of Trustees apply, as well, to such committees and their members.

ARTICLE IX - ELECTION COMMISSION

9.1 General. There shall be an Election Commission of the Organization that shall conduct the Annual Elections. The Members of the Election Commission shall carry out the entire election proceedings. A written report shall be filed by the Chair of the Election Commission with the Board of Trustees for the permanent record of the Organization within one (1) week after the Annual Meeting/Election.

9.2 Number. The Election Commission shall consist of three (3) members selected by the Board of Trustees for a three (3) year term. The Election Commission shall select its chair for each election cycle; however, for the initial Election Commission, the Board of Trustees shall appoint the first Commissioners in a stagger – one shall serve for a term of one (1) year, one shall serve a term of two (2) years, and one shall serve a term of three (3) years.

9.3 Eligibility. To be eligible to serve on the Election Commission, a nominee must be an active and reputable Annual Member for a period of at least two (2) years immediately preceding the election. It is recommended that the nominee have parliamentary experience.

9.4 Removal. Any Election Commissioner may be removed for cause shown upon a minimum two-thirds (2/3rd) vote of the Board at a duly held meeting. "Cause" shall be defined as: (a) violation of these Bylaws, (b) failure to manage the election tasks without justifiable reason for which the Board is timely informed or (c) performing acts that are in clear violation of Islamic ethics or harmful to the purposes and objectives of the Organization as determined by the Board.

Written notice of the intention to remove and reasons therefor shall be provided to the Election Commissioner at least two (2) weeks prior to a meeting date. Electronic means of communication to the last known email address as appears on the membership rolls may constitute such notice. No Election Commissioner shall be removed without having the opportunity to be heard at such meeting, but no formal hearing procedure needs to be followed.

9.5 Vacancies. The Board of Trustees may declare vacant the office of an Election Commissioner if said Election Commissioner: (a) has died; (b) has been judicially declared of unsound mind; (c) has resigned; or (d) has been removed. Any vacant office may be filled for the unexpired term by the Board of Trustees.

ARTICLE X - ANNUAL MEETING/ELECTION AND TOWNHALLS

10.1 Annual Meeting/Election. The Annual Meeting/Election of the Board of Trustees and Election Commission shall be held with sixty (60) days' notice at such time and on such date as the Election Commission in consultation with the Board of Trustees designates within the first five (5) months of the calendar year. Elections shall be conducted by the Election Commission and shall be held on the Organization's premises. At each Annual Meeting/Election, the Members shall elect three (3) Trustees, each for a term of three years and any vacancy in the Board for the remainder of the term of the vacated seat.

Every Annual Member is entitled to a single vote. The voting right is personal, individual, and non-transferable. Proxy votes are not allowed. Each Annual Member shall receive by first class mail or email (or by such other technical means available and in general use at the time that is the functional equivalent including without limitation, an electronic election platform) timely notifications, nomination forms, and the Annual Report. See Section 6.13 above.

Townhalls. In addition to the Annual Meeting, the Board of Trustees shall schedule Townhalls at least twice per year and inform Annual Members via mail or email or published on the Organization's website. If the President is absent from a Townhall, or if no President is currently presiding over the Organization at the time of a Townhall, the Secretary shall serve as the meeting chair and shall have all the foregoing powers and authority.

10.2 Annual Meeting Process and Quorum. The Annual Meeting shall commence at the time the meeting is called for on the agenda of the Annual Report. The President shall preside as chair of Annual Meeting. The President, in his/her chair capacity, shall conduct each such meeting in a professional and fair manner, but shall not be obligated to follow any technical, formal, or parliamentary rules of principles of procedure.

Without limiting the generality of the foregoing, the President's rulings on procedural matters, in his/her chair capacity, shall be conclusive and binding on all Annual Members, unless at the time of a ruling a request for a vote is made by the majority of Annual Members present in person, in which case the decision of a majority of such Annual Members shall be conclusive and binding on all Annual Members.

If the President is absent from an Annual Meeting, or if no President is currently presiding over the Organization at the time of an Annual Meeting, the Secretary shall serve as the meeting chair and shall have all the foregoing powers and authority.

One-twentieth (5%) of the Annual Members, represented in person, shall constitute a quorum for matters other than the election of the Board. If a quorum is present, the affirmative vote of the majority of the voting power represented at the meeting, entitled to vote, and voting on any matter shall be the act of the Annual Members, unless the vote of a greater number is required by the applicable law, the Organization's Certificate of Incorporation or these Bylaws. Annual Members may be present via electronic means; however, this does not count toward the quorum.

If the one-twentieth (5%) quorum is not met during the Annual Meeting and the operations and capital budget cannot be approved, the Election Commission shall conduct an electronic voting process to approve the budgets within fifteen (15) days of the Annual Meeting.

10.3 Election Process and Quorum. The Election Commission shall conduct the election as per the following process:

(a) At least forty-five (45) days but no more than sixty (60) days prior to each election, the Election Commission shall send a nomination form to each Annual Member soliciting candidates. The Election Commission shall work with the Organization's staff and/or any Committee to access the official Annual Members roll. The nomination form shall include the candidate's eligibility criteria and the date, time, and place of the Annual Meeting/Election.

(b) Annual Members may nominate candidates for the Board by filing an application with the Election Commission either in person, by first class mail or email at least thirty (30) days prior to the Election.

(c) The Election Commission shall contact each of the nominees to confirm their acceptance of the nomination no later than twenty (20) days prior to the date of the Annual Meeting/Election.

(d) Annual Members shall be notified via mail or email of the names of eligible candidates no later than ten (10) days prior to the date of the Annual Meeting/Election.

(e) The Election Commission shall prepare the Election Ballot with the candidates' names, short bios and set forth the election instructions and procedures. In any Election of the Board, the candidates receiving the highest number of votes are elected. All Board elections must be by secret ballot managed by the Election

Commission. One-fifth (20%) of the Annual Members, represented in person or electronically shall constitute a quorum.

(f) Elections may be carried out in person and/or through a reputable secure electronic process. Any electronic process may take place over a multi-day period but must culminate on the day of the Annual Meeting/Election.

(g) Absentee ballots will be allowed to senior Annual Members only (75 years and above) without any reason. This will be based on the honor system. Absentee ballots will no longer be accepted after 2035. Absentee ballot will be verified and validated by the Election Commission and will be counted towards the quorum. Absentee ballots will be made available to senior members requesting an "Application for vote by mail," one (1) month prior to the Annual Meeting/Election date. Forms will be available from the Organization's office, either in person or by email. All absentee ballots are to be mailed or delivered in a sealed envelope provided by the Organization, attention Election Commission by 1:00 p.m. on the Annual Meeting/Election date. Once the absentee ballot is mailed or delivered, that Annual Member will be barred from voting on election day. However, the Annual Member may attend the Annual Meeting/Election.

(h) After the Annual Meeting/Election, the Election Commission shall mail or email all Annual Members within 24 hours the unofficial result of the Election. Any protest, complaint or objection should be filed with the Chair of Election Commission within 48 hours after the election, and copy shall be provided to the President, Board of Trustees. Decisions of the Election Commission on all objections and complaints shall be final.

(i) One (1) week after the Annual Meeting/Election, the Chair of the Election Commission shall take the oath of office from all duly elected persons and shall install the new Trustees (if there is a tie vote, the newly elected Board shall break the tie by a two-thirds (2/3) vote). The Trustees shall then select Officers by a majority vote. The final election results (including announcement of Officers) shall be provided to all Members via mail, email or published to the official Organization's website.

(j) If an electronic budget approval process was required, the results shall be provided to all the Members within one (1) week of the close of that process.

(k) Chair of the Election Commission shall file a complete report on elections, including nominations and any protests if received – within one (1) week of the elections --

with the Chair of the Board of Trustees for permanent records of the Organization. An additional report must be submitted by the Chair of the Election Commission if an electronic budget approval process was required.

(l) If the term of the Election Commissioner has expired, the Board of Trustees shall select the new Election Commissioners within one (1) month of the newly installed Trustees.

ARTICLE XI - AMENDMENTS

11.1 Amendment of Bylaws. The Bylaws may be amended by a minimum two-thirds (2/3) vote of the Annual Members at the Annual Meeting or meeting duly called for this purpose. This process may be carried out in person and/or through a reputable secure electronic process. Any electronic process may take place over a multi-day period but must culminate on the day of the Annual Meeting or meeting called for this purpose. The notice for such a meeting shall be sent at least 10 days before the meeting and shall fully describe the details of the amendment.

11.2 Amendment of Certificate of Incorporation. The Certificate of Incorporation may be amended by the Annual Members subject to applicable statutes.

ARTICLE XII - FISCAL YEAR

12.1 Fiscal Year. The fiscal year of the Organization shall end on December 31st. The Board of Trustees shall have the power to fix and from time to time change the fiscal year of the Organization.

ARTICLE XIII - LIMITATIONS ON LIABILITY; INDEMNIFICATION

13.1 Limitations on Liability. To the fullest extent permitted by federal, state and local law, Trustees, Officers, advisors, agents and employees of the organization shall not be personally liable to the Organization or others for monetary damages for any action taken or any failure to take any action, unless said individual has breached or failed to perform the duties of his or her office and such breach or failure constitutes self-dealing, willful misconduct or recklessness. The provisions of this Article shall not apply with respect to the responsibility or liability of a Trustee under any criminal statute or the liability of a Trustee or officer for the payment of taxes pursuant to local, state, or federal law.

13.2 Indemnification of Trustees and Officers. The Organization shall to the fullest extent permitted by the law, indemnify its Trustees, Officers, advisors, agents, employees and Committee members against the expenses and liabilities reasonably incurred by or imposed upon such Trustee, Officer, advisor, agent and/or employee in connection with any pending, threatened or completed civil, criminal, administrative or arbitrative action, suit or proceeding, and any appeal therein and any inquiry or investigation which could lead to the action, suit or proceeding in which he or she may become involved by reason of his or her service in such capacity, other than a proceeding by or in the right of the Organization; provided that the Trustee, Officer, advisor, agent or employee acted in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Organization; and further provided that, with respect to any criminal proceeding, the Trustee, Officer, advisor, agent or employee had no reasonable cause to believe the conduct was unlawful. In addition to the above, the Organization shall purchase and maintain insurance on behalf of each such officer or agent against any expenses incurred by such officer or agent in his or her capacity as such, whether or not the Organization would have the power to indemnify such agent against such ability under the provisions of the laws of the State of New Jersey.

13.3 Benefit. The indemnification provided hereunder shall, to the extent permissible by law, inure to the benefit of the heirs, executors and administrators of persons entitled to indemnification hereunder. The right of indemnification under this Article shall be in addition to and not exclusive of all other rights to which any person may be entitled.

ARTICLE XIV - DISSOLUTION AND DISPOSITION OF ASSETS

14.1 Dissolution and Disposition of Assets. The Organization may be dissolved solely upon a three-fourths vote of the entire Board of Trustees and approval of two-thirds (2/3) of the Annual Members. Upon dissolution of the Organization, assets shall be distributed pursuant to the process set forth below.

14.2 Process. Dissolution may only occur by the following method:

(a) A motion for dissolution must be brought forth by a Trustee, in writing, to the complete Board while all members are present. The motion shall extensively highlight the reasoning for dissolution;

(b) The Trustees must review the matter and vote on it no sooner than 120 days after the formal submission;

(c) Following this period, three-fourths (3/4) of the Board of Trustees is required for the approval of dissolution; and

(d) Following approval by the Board of Trustees, the motion for dissolution must be approved by two-thirds (2/3) vote of the Annual Members at any regular meeting or meeting duly called for this purpose. The notice for such a meeting shall be sent to the Annual Members at least ten (10) days before the meeting and shall describe the reasoning for dissolution.

14.3 Experts. The Board of Trustees shall retain any experts (legal, financial, etc.) that will enable them to come to a just recommendation in accordance with regulations governing federal 501 (c)(3) organizations and State nonprofit corporation law.

14.4 Distribution of Assets. In the event of dissolution, after paying the necessary expenses, debts, obligations, and liabilities of this non-profit corporation, all remaining assets and property of this non-profit corporation shall be distributed to any Islamic Organization registered as a non-profit, for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or corresponding provisions of any subsequent federal tax laws.

ARTICLE XV - DISPUTE RESOLUTION

15.1 Definitions. (a) "Controversy" means any dispute, controversy, or claim arising out of or relating to these Bylaws, the governance, operations, or activities of the Organization, or the rights and obligations of any party under these Bylaws, including any claim that would otherwise give rise to a cause of action in a court of competent jurisdiction; (b) "Board Controversy" means any dispute, controversy, or claim arising out of or relating to these Bylaws, the governance, operations, or activities of the Organization, or the rights and obligations of any party under these Bylaws, including any claim that would otherwise give rise to a cause of action in a court of competent jurisdiction that involves a Trustee; (c) "Disputing Parties" means the Members of the Organization who are parties to a Controversy; (d) "Disputing Trustees" means Trustees of the Organization who are parties to a Board Controversy; and (e) "Panel of Arbitrators" means a panel of no fewer than five (5) qualified arbitrators determined by the Trustees in accordance with Section 15.5 (a).

15.2 Scope and Applicability. This Article applies to Controversies between or among Members, and between Members and the Organization. This Article does not bind employees, volunteers, attendees, or other non-Member affiliated parties unless such individuals have executed a separate written agreement to submit disputes to the dispute resolution procedures set forth herein. Nothing in this Article shall be construed to limit or waive any non-waivable statutory right, including but not limited to the right to inspect books and records under N.J.S.A. 15A:5-24 or to seek judicial dissolution under applicable statutes.

15.3 Good Faith Negotiation. Upon the occurrence of a Controversy, the Disputing Parties shall cooperate in good faith to resolve the Controversy informally for the benefit of the Organization. The good faith negotiation period shall commence upon one Disputing Party providing written notice of the Controversy to the other Disputing Party or Parties and shall continue for a period of thirty (30) days from the date of such notice (the "Negotiation Period"). If the Controversy is not resolved within the Negotiation Period, either Disputing Party may escalate the matter to mediation in accordance with Section 15.4.

15.4 Mediation. If the Controversy is not resolved during the Negotiation Period, any Disputing Party may submit the Controversy to the Chair of the Board of Trustees in writing. Within thirty (30) days of receipt of such written notice, the Chair, in consultation with the Executive Committee, shall either: (a) personally mediate the Controversy, or (b) appoint a mediation council of three (3) persons (the "Council") to mediate the Controversy. At least one (1) member of the Council shall be a licensed attorney or a trained mediator with demonstrated experience in alternative dispute resolution. The remaining members of the Council may include counselors, scholars, or current or former Trustees of the Organization.

The mediation shall conclude upon the earliest of: (a) a written settlement agreement executed by all Disputing Parties; (b) a written declaration by the mediator or Council that an impasse has been reached; or (c) ninety (90) days from the date of the mediator's or Council's appointment, unless all Disputing Parties agree in writing to extend the mediation period. Mediation is non-binding. All communications, offers, and statements made during mediation shall be confidential and inadmissible in any subsequent arbitration or judicial proceeding, except to the extent required by law.

15.5 Arbitration. If the Controversy is not resolved through mediation, the matter shall be submitted to binding arbitration in accordance with this Section.

(a) Panel of Arbitrators.

When a Controversy arises, the Trustees shall establish a Panel of Arbitrators consisting of no fewer than five (5) individuals. Panelists shall be persons of good character who possess professional qualifications reasonably suited to the resolution of organizational disputes, including but not limited to attorneys, retired judges, trained arbitrators, or professionals with relevant subject matter expertise. The terms of service for panelists, procedures for appointment and removal, and any qualifications beyond those set forth herein shall be established by resolution of the Board.

(b) Selection of Arbitrators.

The arbitration shall be conducted by a panel of three (3) arbitrators selected as follows: each Disputing Party (or side, where multiple parties share a common interest) shall select one (1) arbitrator from the Panel of Arbitrators within fifteen (15) days of the conclusion of mediation. The two (2) party-selected arbitrators shall select a third arbitrator from the Panel within fifteen (15) days of their appointment. If the two party-selected arbitrators are unable to agree on a third arbitrator within such period, the third arbitrator shall be selected by the Chair of the Board of Trustees, provided that the Chair is not a party to or otherwise involved in the Controversy. If the Chair is unavailable or conflicted, the third arbitrator shall be appointed by President of the Board of Trustees, provided that the President is not a party to or otherwise involved in the Controversy upon application by either Disputing Party. If the President is unavailable or conflicted, the Disputing Parties shall look to the remaining members of the Executive Committee in order until there is a non-conflicted officer.

(c) Failure of Panel.

If the Panel of Arbitrators has not been established, has fewer than three (3) available and unconflicted members, or is otherwise unable to furnish the required number of arbitrators, the arbitration shall be administered by the American Arbitration Association under its Commercial Arbitration Rules, or by such other established alternative dispute resolution organization as the Disputing Parties may agree upon in writing.

(d) Governing Rules and Procedures.

Unless the Disputing Parties agree otherwise in writing, the arbitration shall be governed by the New Jersey Uniform Arbitration Act, N.J.S.A. 2A:23B-1 et seq. The arbitration shall be conducted in Middlesex, New Jersey or arbitration may be conducted via a remote/virtual process. The arbitrators shall apply the substantive laws of the State of New Jersey without regard to conflict of laws principles. Each Disputing Party shall have the right to be represented by counsel, to present evidence and witnesses, and to cross-examine witnesses presented by any other party. The Disputing Parties shall use their reasonable best efforts to have the arbitral proceeding concluded and a judgment rendered by the arbitrators within forty (40) business days after selection of the arbitrators. If that is not possible, the arbitrators shall issue a written, reasoned award within thirty (30) business days of the close of the arbitration hearing.

(e) Remedial Authority.

The arbitrators shall have the authority to award compensatory damages, equitable relief (including injunctive relief), declaratory relief, and such other remedies as would be available in a court of competent jurisdiction, except that the arbitrators shall not have the authority to award punitive or exemplary damages. The arbitrators may, in their discretion, award reasonable attorney's fees and costs to the prevailing party.

15.6 Costs and Fees. Unless the arbitrators direct otherwise pursuant to Section 15.5 (e), the costs and fees of mediation and arbitration (including mediator and arbitrator compensation, administrative fees, and venue costs) shall be borne equally by the Disputing Parties. Each Disputing Party shall bear its own attorney's fees and costs unless the arbitrators award fees to a prevailing party.

15.7 Disputes Involving the Board of Trustees. Any Controversy involving one or more Trustees of the Organization, including Controversies between Trustees (the "Board Controversy"), shall be first be subject to good faith negotiation.

(a) Good Faith Negotiation. Upon the occurrence of a Board Controversy, the Disputing Parties and Disputing Trustee/s shall cooperate in good faith to resolve the Board Controversy informally for the benefit of the Organization. The good faith negotiation period shall commence upon one Disputing Party or Disputing Trustee providing written notice of the Board Controversy to the other Disputing Party or Parties or Disputing Trustee/s and shall continue for a period of thirty (30) days from the date of such notice (the "Negotiation Period"). If the Board Controversy is not resolved within the Negotiation Period, either Disputing Party or Disputing Trustee may escalate the matter to binding arbitration.

(b) Arbitration. If the Board Controversy is not resolved through good faith negotiation, the matter shall be submitted to binding arbitration in accordance with this Section.

i. Selection of Arbitrators. The arbitrator(s) for a Board Controversy shall be selected as follows:

ii. If a majority of the Trustees are not parties to or otherwise involved in the Board Controversy, the non-involved Trustees shall select a sole arbitrator or a panel of three (3) arbitrators, as they determine appropriate, from the Panel of Arbitrators or from qualified external neutrals. No fewer than three (3) non-involved Trustees shall be required to exercise this selection authority.

iii. If fewer than three (3) Trustees are non-involved, or if the entire Board is party to the Controversy, the arbitration shall be administered by the American Arbitration Association under its Commercial Arbitration Rules, or by such other established alternative dispute resolution organization as the Disputing Parties and Disputing Trustees may agree upon in writing. The administering organization shall appoint the arbitrator(s) in accordance with its own procedures.

(c) Governing Rules and Procedures.
Arbitrations under this Section 15.7 shall be governed by the same rules and procedures set forth in Section 15.5, including the right to counsel, evidentiary protections, and the requirement of a written, reasoned award. The arbitrators shall have the same remedial authority set forth in Section 15.5.

15.8 Preservation of Emergency and Provisional Relief.
Notwithstanding any other provision of this Article, any party to a Controversy or Board Controversy may apply to a court of competent jurisdiction for temporary restraining orders, preliminary injunctions, or other provisional or emergency relief necessary to prevent irreparable harm, preserve the status quo, or protect the assets, property, or records of the Organization pending the commencement or conclusion of the dispute resolution procedures set forth herein. The pursuit of such relief shall not constitute a waiver of the right to arbitrate or of any other right under this Article, nor shall it be deemed a violation of the sole remedy provision set forth in Section 15.10. This provision is consistent with and shall be construed in accordance with N.J.S.A. 2A:23B-8.

15.9 Confidentiality.
All proceedings under this Article, including good faith negotiations, mediations, and arbitrations, and all documents, communications, testimony, and awards produced in connection therewith, shall be kept strictly confidential by all parties, arbitrators, mediators, and the Organization, except: (a) as necessary to enforce an arbitration award; (b) as required by applicable law; or (c) as the Disputing Parties and Disputing Trustees may agree in writing.

15.10 Sole Remedies; Waiver of Litigation.
The dispute resolution procedures set forth in this Article shall be the sole and exclusive remedy for any Controversy or Board Controversy, and all Members and Trustees expressly waive their rights to initiate or maintain any action in any court of law or equity with respect to any Controversy or Board Controversy, except: (a) to enforce an arbitration award in accordance with applicable law; (b) to seek emergency or provisional relief as set forth in Section 15.8; or (c) to exercise any right that is non-waivable under the New Jersey Nonprofit Corporation Act, N.J.S.A. 15A:1-1 et seq., or other applicable law. Judgment upon an arbitration award may be entered in any court of competent jurisdiction.

15.11 Time Limitation.

A Disputing Party or Disputing Trustee must commence the dispute resolution procedures set forth in this Article by providing written notice of the Controversy or Board Controversy under Section 15.1 within one (1) year of the date on which the Disputing Party or Disputing Trustee knew or reasonably should have known of the facts giving rise to the Controversy or Board Controversy, or within the applicable statute of limitations for the underlying claim, whichever is shorter. Failure to commence within such period shall constitute a permanent waiver of the Controversy or Board Controversy.

15.12 Severability.
If any provision of Article XV, or its application to any particular person, party, or circumstance, is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction or an arbitrator, such invalidity, illegality, or unenforceability shall not affect any other provision of Article XV, which shall be enforced to the fullest extent permitted by law. In the event the arbitration provisions of Article XV are found unenforceable with respect to a particular Controversy, the remaining provisions, including the mediation and good faith negotiation requirements, shall remain in full force and effect.

ARTICLE XVI - MISCELLANEOUS

16.1 Diversity and Non-discrimination. The Organization shall never discriminate based solely on race, color, gender, or disability. The Organization shall not condone or tolerate the inappropriate behavior of any Trustee, Officer, advisor, agent, employee, or member of any committee with governing board powers and/or any other volunteer or member who engages in harassment of any kind. The Organization shall encourage understanding, diversity, sensitivity, and tolerance in all of its activities and programs, and shall comply with all applicable local, state, and federal anti-discrimination and harassment laws, regulations, and rulings.

16.2 Severability. Each provision of these Bylaws is intended to be severable and if any provision is determined by a court of competent jurisdiction to be illegal, invalid, and/or unenforceable for any reason whatsoever, such provision shall be severed to the extent that it is determined to be illegal, invalid, and/or unenforceable, and will not affect the legality or validity or enforceability of the remainder of the Bylaws or any other provision hereof.

16.3 Certificate of Incorporation. Reference in these Bylaws to the Certificate of Incorporation shall include all amendments thereto.

16.4 Force Majeure. In no event shall the Board of Trustees be responsible or liable for any performance of its obligations arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, accidents, acts of war or terrorism, civil or military disturbances, and nuclear or natural catastrophes or acts of God ("Force Majeure"). The Board of Trustees may make reasonable decisions that may temporarily result in the suspension of certain provisions of these Bylaws, to maintain operations in its best judgment under the circumstances, provide however, such decisions:

(a) are made after a minimum two-thirds (2/3) majority vote of the Board of Trustees determines a Force Majeure event has occurred requiring such decisions to be made and designates a specified temporary term, not to exceed four-weeks, which may be renewed by a two-thirds (2/3) majority vote of the Board of Trustees;
(b) are consistent with mission and vision of the Organization;
(c) are documented and thereafter communicated to the Annual Members within a reasonable time period;
(d) do not permanently change the Bylaws or the rights of the Annual Members; and
(e) do not result in a liquidation of the assets of the Organization.

CERTIFICATE OF SECRETARY

I, the undersigned, certify that I am the presently elected and acting Secretary of the Board of the Islamic Society of Central Jersey, A NJ Nonprofit Corporation, and the above Bylaws, consisting of 30 pages, inclusive of this certificate, are the Bylaws of the Islamic Society of Central Jersey, A NJ Nonprofit Corporation, as originally adopted at a meeting of the Annual Members held on April 26, 2026 and June 20-21, 2026.

Arif Khan, Secretary

OATH OF FIDELITY

I, _______________, declare that I am a Muslim and do hereby solemnly swear in the name of Allah:

- To bear true loyalty, faith, and fidelity to the Islamic Society of Central Jersey;
- To serve the Organization to the utmost of my abilities;
- To refrain from any expression or action detrimental to the objectives and the best interests of the Organization; and
- To follow the Bylaws of the Organization.

I understand that I shall no longer be bound to this oath in the event a demand is made contrary to the Islamic teachings, tradition, or the law. So, help me Allah!