



بِسْمِ اللّٰهِ الرَّحْمٰنِ الرَّحِیْمِ  
*In the name of Allah, Most Gracious, Most Merciful*

## NORTH AMERICAN ISLAMIC TRUST, INC

### DECLARATION OF TRUST

AGREEMENT made this 1st day of January, 2017, between The North American Islamic Trust, Inc., an Indiana Non-Profit Corporation (“NAIT”), hereinafter called the “Trustee”, and Islamic Community Center Of South Charlotte (“ICSC”), a South Carolina not for profit corporation, hereinafter called the “Beneficiary”.

WITNESSETH:

WHEREAS, in the Islamic tradition, the title to religious properties, including mosques, Islamic centers, and schools are held by a Waqf (Islamic trust and Islamic endowment) institutions); and

WHEREAS, a major objective of NAIT is to serve as a Waqf institution; and

WHEREAS, Trustee has certain real property for which the Beneficiary and Trustee desire to be declared a Waqf property;

WHEREAS, ICSC wishes for NAIT to serve as the Waqf institution for certain real property for its use as the Beneficiary;

WHEREAS, NAIT’s services as a Waqf institution and this Trust confer onto the Trustee and Beneficiary, certain benefits, including protecting and holding the trust property for the use of the Beneficiary and its Muslim community as a whole; and

NOW, THEREFORE, in consideration of the premises, and the mutual terms and conditions set forth below, the parties have entered into the following agreement:

1. CONVEYANCE. The Trustee owns the real estate, improvements thereon and other assets more particularly described in Exhibit “A” that is attached hereto, along with any other property which the Trustee may hereafter at any time hold or acquire from Beneficiary or another grantor or otherwise (subject to acceptance of such property by the Trustee), (such real estate and improvements thereon being hereinafter referred to as the “Waqf Estate” and all such property, including the proceeds from the sale of any Waqf Estate being held by the Trustee being hereinafter collectively referred to as the “Trust Estate”), IN TRUST (Waqf) for the uses and purposes set forth herein and subject to the following terms and conditions.

2. CONDITIONS. The Trustee will hold title to the Trust Estate In Trust (Waqf) for the use of the Beneficiary and the Muslim community under the terms of this Agreement and any other applicable laws, rules and regulations.



cured the breach. If the breach is cured to the reasonable satisfaction of the Trustee prior to the end of the Cure Period, this Agreement shall continue in full force and effect.

f. Upon ninety (90) days notice by the Trustee to Beneficiary , for any or no reason.

In the event of the termination of this Trust, pursuant to this Paragraph or upon the occurrence of a Cessation Event, all of the assets of the Trust shall be returned to the Beneficiary after deducting all sums then-owed or anticipated to be owed by the Beneficiary to the Trustee or any third party, in which event, all obligations of the Trustee under this Agreement shall cease. In the event that upon the occurrence of a Cessation Event or the termination of this Agreement, the Trust Estate shall not have sufficient liquid assets to make the payments provided in this Paragraph, the Trustee may sell one or more assets then-constituting the Trust Estate, utilize the proceeds thereof to make such payments, and disburse the remaining proceeds to Beneficiary .

7. **SALE OF WAQF ESTATE AT REQUEST OF BENEFICIARY.** In the event that the Beneficiary determines that it is necessary to sell or trade the Waqf Estate and apply the resulting proceeds towards other real property, the Beneficiary shall, in conformity to the applicable provisions of the Constitution and By-Laws of the Beneficiary and the Beneficiary, submit a request to the Trustee for the sale of the Real Estate and setting forth the expected net sales price for the Waqf Estate which the Beneficiary deems reasonable. [The Trustee shall not be obligated to determine the authority of the Beneficiary making such request.] Upon receipt of such request and with the absence of any religious reason to do otherwise, in the discretion of the Trustee, the Trustee shall, place such Real Estate for sale upon such terms and conditions as the Trustee and the Beneficiary deem appropriate. Notwithstanding the foregoing, the Trustee may, but shall not be required to, request that Beneficiary obtain, at its own cost, an appraisal of such Waqf Estate by a qualified real estate appraiser having such professional designations as the Trustee shall require in its discretion. Beneficiary agrees that the sale of such Waqf Estate for ninety percent (90%) or higher of either such appraised value or the expected net sales price designated in the Beneficiary's request, less all costs and expenses of sale shall be the reasonable price for sale of such Real Estate.

The net proceeds from any such sale of the Waqf Estate, if any, shall continue to constitute a portion of the Trust Estate to be held by the Trustee for the benefit of the Beneficiary, provided that such replacement property shall be titled in the name of this Trust. In the event that the Beneficiary is not interested in acquiring a replacement property to be held in the name of the Trust, such net sale proceeds shall be applied by the Trustee toward a real estate for carrying out similar purposes and uses in the area of the Beneficiary or the areas contiguous to the municipality of the Beneficiary, and if that is not feasible, then these funds shall be applied in any area of the State of the Beneficiary, and if that is not feasible then elsewhere in the United States. Notwithstanding the above, these net sale proceeds shall not be used for payment of administration costs of either the Trustee or the Beneficiary, and shall be held as Waqf by the Trustee in the name of the Trust till their use for a Trust property.

8. **INVALID TRANSFERS.** Except as provided in Paragraph 7, the Trustee shall not be entitled to transfer, pledge or otherwise encumber the Real [Trust] Estate or any part thereof except in accordance with the provisions hereof. Any purported transfer, pledge or other



a. Right to Contest Taxes. The Beneficiary shall, at its expense, contest any and all such real estate taxes. Trustee shall not be obligated to initiate any such contest. If the Trustee opts to contest such Taxes, all costs associated therewith shall be paid by the Beneficiary upon Trustee's demand or, at Trustee's option, collect these from the Trust Estate;

b. Municipal, County, State or Federal Taxes. Beneficiary shall pay, before delinquency, all municipal, county and state or federal taxes assessed against any [leasehold] interest of Beneficiary or any fixtures, furnishings, equipment, stock-in-trade or other personal property of any kind owned, installed or used in or on the Real Estate.

17. ALTERATIONS. Beneficiary shall not, without Trustee's prior written consent, either make or cause any alterations, including additions and improvements, to the Waqf Estate that changes the nature and use of the Waqf Estate. Beneficiary shall secure any and all governmental permits, approvals, or authorizations required in connection with any alteration and shall hold Trustee harmless from any and all liability, costs, damages, expenses (including attorneys' fees) and liens resulting therefrom. In making any alterations, Beneficiary agrees that Beneficiary is not the agent of Trustee. Any alterations, additions or improvements shall be made at Beneficiary's sole expense. Upon completion of any additions, Beneficiary shall provide Trustee with information regarding the total expenses incurred.

18. DISCHARGE OF ALL LIENS. Beneficiary shall promptly pay its contractors and material men for all work done and performed by or on behalf of Beneficiary, so as to prevent the assertion or imposition of liens upon or against the Waqf Estate, and shall, upon request provide Trustee with lien waivers, and should any such lien be asserted or filed, Beneficiary shall bond against or discharge the same within thirty (30) days after becoming aware of its existence or within seven (7) days of a written request by Trustee. In the event Beneficiary fails to remove said lien within the above specified days, Trustee may at its sole option elect to satisfy and remove the lien by paying the full amount claimed or otherwise, and Beneficiary shall pay Trustee upon demand the amount paid out by Trustee in Beneficiary's behalf, including Trustee's costs and expenses or Trustee may, in its discretion, pay such sums from the Trust Estate.

19. MAINTENANCE. It is the intention of the parties and they hereby agree that the Trustee shall have no obligation to provide any services, perform any acts or pay any expenses, charges, obligations or costs of any kind whatsoever with respect to the Waqf Estate, and Beneficiary hereby agrees to pay one hundred percent (100%) of any and all Operating Expenses as hereafter defined in accordance with specific provisions hereinafter set forth. The term "Operating Expenses" shall include, but shall not be limited to, the total costs and expenses incurred in operating, maintaining, protecting, managing, replacing and repairing the exterior and interior of the building and all building facilities on the Waqf Estate, the parking and sidewalk areas on the Waqf Estate, and any other improvements on the Waqf Estate, including, without limitation, the cost and expense of the following: snow removal, maintenance of landscaping, planting, replanting, and replacing flowers, shrubbery, and other plantings; repairs and maintenance, painting and decorating of the building and other improvements; electricity, water, gas and other utilities (including, without limitation, to the extent determined appropriate by Beneficiary, all expenditures intended to reduce the cost of any utilities); maintenance, repair and replacement of fixtures and bulbs; sanitary control, extermination, and sump maintenance and



not cancel, materially modify or fail to renew the insurance without first giving Trustee at least thirty (30) days' prior written notice. The insurance shall be issued by a reputable insurance company, and a copy of the policy or a certificate of insurance shall be delivered to Trustee. The policy shall insure Beneficiary's performance of the indemnity provisions below.

Beneficiary will protect, indemnify, defend and save harmless Trustee, its agents and servants, from and against any and all claims, actions, damages, suits, judgments, decrees, orders, liability and expense (including, without limitation, reasonable attorneys' fees) in connection with (i) any accident, loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or about the Waqf Estate, or in the occupancy or use by Beneficiary of the Real Estate or any part thereof, or (ii) performance of any labor or services or the furnishing of any materials or other property on or to the Waqf Estate or any part thereto, or (iii) occasioned wholly or in part by any act or omission of Beneficiary, its agents, contractors, employees, servants, sub-lessees, or concessionaires. In case any such action, suit or proceeding shall be brought against Trustee by reason of any such occurrence, Beneficiary, upon Trustee's request, will at Beneficiary's expense resist and defend such action, suit or proceeding, or cause the same to be resisted and defended by counsel, acceptable to Trustee. The obligations of Beneficiary as aforesaid shall survive the termination or Cessation of this Agreement.

Beneficiary shall maintain worker's compensation insurance in accordance with the requirements of applicable law.

24. INDEMNIFICATION.

a. The Beneficiary shall indemnify and hold the Trustee harmless from and against all damages, claims and liabilities arising from or connected with the REAL ESTATE and TRUST {ESTATE} including, without limitation, any damage or injury to person or property and including TRUSTEE'S legal costs and fees in connection with any such claim, action or proceeding. Beneficiary does hereby release Trustee from all liability for any accident, damage or injury caused to person or property, provided that such release only applies to any liability not then covered by the insurance purchased by the Beneficiary and to any amounts that exceed any applicable insurance coverage, it being understood that Beneficiary can recover from Trustee amounts only up to any applicable insurance proceeds received by the Trustee, i.e., this release shall not adversely affect the right of any person who is injured or whose property is damaged to recover from Trustee any amount of claims covered by any applicable insurance policy.

b. The Beneficiary does hereby indemnify and hold the Trustee harmless of and from any and all costs, expenses, liabilities, of any kind or nature, including, without limitation, attorneys' fees, incurred by the Trustee arising of or relating in any manner to the breach or failure of the Beneficiary to comply with any term or condition of this Agreement or asserted by a third party arising out of or relating in any manner to Trustee acting as Trustee under this Agreement.

25. GOVERNMENTAL REGULATIONS. Beneficiary shall, at its sole cost and expense, comply with all of the requirements of all county, municipal, state, federal and other applicable governmental authorities, now in force or which may hereafter be in force, including

but not limited to all applicable federal, state and local laws pertaining to air and water quality, hazardous waste, waste disposal, air emissions and other environmental matters and rules, regulations and ordinances of the United States Environmental Protection Agency and all other applicable federal, state and local agencies and bureaus.

Beneficiary shall not keep any substances designated as, or containing components designated as hazardous, dangerous, toxic or harmful, and/or subject to regulations under any federal, state or local law, regulations or ordinance on or around the Real Estate. Beneficiary shall not install any underground storage tanks on the Real Estate. Beneficiary shall be fully and completely liable to Trustee and shall indemnify, defend and hold Trustee harmless from any and all cleanup costs and any and all other charges, fees (including attorneys' fees) or penalties relating to the use, disposal, transportation, generation or sale of hazardous substances on the Real Estate.

26. CONDEMNATION. In the event of any condemnation, taking, or conveyance in lieu thereof, whether whole or partial, Beneficiary shall not be entitled to any part of the award or price, as damages or otherwise, for such condemnation, taking, or conveyance, and Trustee shall receive and be entitled to the full amount of such award, except to the extent provided immediately below. Beneficiary hereby expressly waives any right or claim to any part thereof and assigns to Trustee its interest therein. Trustee shall hold any such award, price, damages amount in trust for the benefit of the Beneficiary, Islam and Muslims as a part of the Trust Estate.

27. TRUST DEED. This Real Estate is acquired by The North American Islamic Trust, Inc., not personally, but solely in its capacity as Trustee as aforesaid, and the undertaking of ownership of such property on the part of the Trustee is made conditional on the understanding that all persons with claims resulting from the Trustee's ownership or operation shall look solely to the Trust Estate, and it is expressly agreed by the parties hereto and by all persons claiming by, through or under them that no personal liability is assumed by or shall at any time arise or be asserted or enforced against The North American Islamic Trust, Inc., in its capacity on the account of this Trust or on account of the property acquired by this deed, all such liability, if any, being expressly waived and released by Beneficiary [, the Guarantor] and by all persons claiming by, through or under Beneficiary[,and the Guarantor], and that recourse hereunder, if any, by Beneficiary [, and the Guarantor] or persons claiming by, through or under Beneficiary shall be exclusively limited to the Trust property from time to time subject to the provisions of the Trust agreement by which Trustee agreed to acquire this Real Estate.

28. EXPENSES AND LEGAL COSTS. The Trustee shall not be entitled to receive any compensation or fee for acting as Trustee hereunder. However, the Trustee shall be entitled to be reimbursed for all of its out-of-pocket expenses reasonably incurred in connection with performing its duties under this Trust. The Beneficiary shall reimburse the Trustee actual legal costs and attorneys' fees incurred in enforcing against any other party, any term of this Trust.

29. SUCCESSOR TRUSTEE. In the event of the dissolution, resignation, or inability of the Trustee to continue to act as Trustee for any reason, then Trustee may designate a successor TRUSTEE which shall be a responsible institution whose internal provisions for governance provide that it is to be governed by Islamic law and Islamic principles, which institution shall succeed to all Trustee's right, interest, and duties.



30. SUCCESSOR BENEFICIARY. In the event of the dissolution, inability, or failure of the Beneficiary to act as Beneficiary in compliance of the terms and conditions of this Agreement for any reason, then Beneficiary may, subject to the approval of the Trustee, designate a successor Beneficiary which shall be a responsible institution whose internal provisions for governance provide that it is to be governed by Islamic law and Islamic principles, which institution shall succeed to all Beneficiary's right, interest, and duties. If the Beneficiary fails to designate an appropriate successor Beneficiary within thirty (30) days of such notice by the Trustee, then the Trustee may designate such a successor Beneficiary in its sole discretion.].

31. BINDING EFFECT. This Trust shall be binding upon the Trustee, and the Beneficiary and their representatives, successors and assigns.

32. APPLICABLE LAW. The Trust is to be governed by the laws of the State of Indiana [or Illinois or would another State be more Trustee-friendly?], without regard to conflicts of law principles.

33. SEVERABILITY. If any part of this Agreement shall become invalid, the remaining part shall not be affected as to its validity.

34. AMENDMENT. This Agreement shall not be amended or modified by either party unilaterally but may be amended by Beneficiary and Trustee by written document signed by both such parties.

35. NOTICE. Any notice required to be given hereunder shall be in writing, signed by the party providing such notice and shall be effective upon deposit in the United States Mail, postage prepaid, certified mail, to the other party at the notice address set forth below the signature lines to this Agreement or to such other address as the parties shall hereinafter designate in writing.

The undersigned persons executing this TRUST on behalf of TRUSTEE and BENEFICIARY represent and certify that they have been fully empowered, by proper resolution of the Board of Trustees of the North American Islamic Trust, Inc., (NAIT) and the BENEFICIARY to execute this TRUST, that the TRUSTEE and BENEFICIARY each has full (corporate) capacity to execute the TRUST described herein, and that all necessary (corporate) action for the making of such TRUST has been taken and done.

IN WITNESS WHEREOF, TRUSTEE and BENEFICIARY have executed this TRUST on this 1st day of January, 2017, and if this TRUST is executed in counterparts, each shall be deemed as original. ✓

TRUSTEE

Azam Nizamuddin  
Signature

Azam Nizamuddin  
Printed

General Counsel  
Title

STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF COOK )

Before me, a Notary Public in and for said County and State, personally appeared Mr. Azam Nizamuddin, Legal Counsel, NAIT, who acknowledged the execution of the foregoing TRUST.

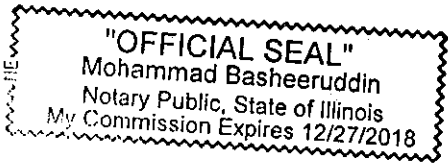
Witness my hand and Notarial Seal this 1st day of January, 2017.

My commission expires: 12/27/2018

Signature: Mohammad Basheeruddin

Printed: MOHAMMAD BASHEERUDDIN

Residing in COOK County, IL.



**BENEFICIARY**

Mustapha Saoui  
Signature  
MUSTAPHA SAOUI  
Printed  
PRESIDENT  
Title

STATE OF NORTH Carolina )  
 ) SS:  
COUNTY OF Mecklenburg )

Witness my hand and Notarial Seal this 25 day of January, 2018.

My commission expires: 8-8-2018

Signature: Farooq A. Hussain

Printed: Farooq A. Hussain

Residing in Charlotte County, Mecklenburg.