



MOORISH AMERICAN NATIONAL REPUBLIC STATE
233 E. Southern Ave. Suite 28080
Tempe, Arizona 85285
Phone: 480.587.0074
Email: Contactus@BureauofMoorishAffairs.org

FEDERAL CHARTER OF INCORPORATION
OF
BUREAU OF MOORISH AFFAIRS
MOORISH AMERICAN NATIONAL REPUBLIC STATE
WASHITAW INDIAN (MOORS)
(UAXASHAKTUN DE DUGDAHMOUNDYAH)
(EMPIRE WASHITAW)
A Non-Profit Corporation

KNOW ALL MEN BY THESE PRESENT:

That we the people, the undersigned, Prophet Noble Drew Ali, Reincarnated the Fifth and Founder, Chieftain of State Johnny Ray Walls-Bey, National Chairman, Sheik Daniel E. Stephens-EL, National Vice Chair, Sheikess Alexis Jordan Austin-Bey, National Secretary, Adis Adam Laws-Bey, Jr., Sheik, National Treasurer, James Mallard-EL, Sheik, National Superintendent, appointed as the Executives Rulers of the Bureau of Moorish Affairs-Moorish American National Republic State, having associated ourselves together for the purpose to function on behalf of said corporation to manage the estate, property, inheritance and conduct business of the same, do hereby incorporate under and by virtue of the laws of the Constitution for U.S.A. of 1789, the Moorish American National Republic State Divine Constitution and Bylaws, Arizona Republic State Constitution, Article one of the Constitution for the U.S.A. vesting Clauses, The Thirteenth Amendment with Twenty Sections, United States of America, Section 17 of the IRA 25 U.S.C. § 477, Cohen's Handbook of Federal Indian Law § 8.06, PLR 200112013, 26 U.S.C. § 7701(40)(a), 26 U.S.C. § 7871(a) and the laws of Washington D.C., U.S. Department of Justice No. BM:\$HR:1WD144-35-0, The Treaty of Murakush/Moroccan Treaty/Treaty of Peace and Friendship of 1787, the Bey of Morocco and OUR AUTHORITY-Book 521 Page 579 No. 101059059, Form 1099 Prophet Noble Drew Ali.

ARTICLE I

NAME: The name of the corporation is BUREAU OF MOORISH AFFAIRS- MOORISH AMERICAN NATIONAL REPUBLIC STATE (UAXASHAKTUN DE DUGDAHMOUNDYAH).

ARTICLE II

PLACE OF BUSINESS: The principle place of business shall be Maricopa County, Arizona Republic, 223 E. Southern Ave Suite 28080 Tempe, Arizona 85285.

ARTICLE III

BRIEF STATEMENT OF AFFAIRS: This Tribal corporation intends to operate a fraternal benefit lodge exclusively for the benefit of members (Washitaw Wichita, Choctaw Indian Moors/Washoe People/Mohawk/Seminole/Creek/Chickasaw/Algonquin/Lenape Moors (Ben Isma-El Tribe/Naticotes/Blackfoot/Cherokee/Arawak/Iroquois/Yamasee/Sioux/Choctaw (Freedman Moors)/Olmec, Californian Aboriginal/Samoa descendants of Ham and Mu), Moabites (Moab) Cushites/Cushitic Peoples (Cush), Asiatic-Moors, Afroasiatic, Hamites (Ham), Ammonites (Ammon), 13 Tribes of Judah, Hebrew Moslems, African and Moroccan Diaspora etc., bring about Nationalization of all lands, finance compensation (reparations) that are due under the ownership of the Moorish American National Republic State (Uaxashaktun de Dugdahmoundyah) (Washitaw Wichita Indian Moors). Colonization and Compensation to be compiled with in conjunction with section 17 of the 13th Amendment with 20 Sections and 3 Articles of the Compensated Emancipation dated December 15, 1862, Section 17 of the Indian Reorganization Act, 25 U.S.C. § 477, as amended, Treaty Series 2441 and devote its earnings to educational and fraternal, religious, charitable, scientific, politics, social welfare promoting the common good and general welfare of the people of the community, recreational purposes, literary and fraternal purposes; and shall through its National Fraternal Society, the Most Noble Bureau of Moorish Affairs-Moorish American National Republic State, provide life benefits to members of the Society membership and their dependents.

ARTICLE IV

MEMBERSHIP: The Bureau of Moorish Affairs shall have members and the qualifications and classes of members shall be as set forth in the by-laws, the corporation shall have power and authority to create or issue 10,000,000 shares of capital stock with no par value. All shares of in the corporation shall be owned solely by Moorish-Americans Nationals of the Moorish American National Republic State (Washitaw Moors, Uaxashaktun de Dugdahmoundyah) for the benefit of the tribe, society and its recognized members. No individual or legal entity other than Moorish-Americans Nationals of Moorish American National Republic State (Washitaw, Choctaw Indian Moors, Uaxashaktun de Dugdahmoundyah) shall acquire any shares in the corporation. The Moorish American National Republic State (Washitaw, Choctaw Indian Moors, Uaxashaktun de Dugdahmoundyah) shares in the corporation shall not be sold, transferred, pledged or hypothecated, voluntarily or involuntarily, without the prior written consent of the Moorish American National Republic State Grand Body/Tribal Council and approval of the secretary of the interior. The Moorish American National Republic State (Washitaw Moors, Uaxashaktun de Dugdahmoundyah) Grand Body/Tribal Council shall serve as the shareholders representative, and all rights of the shareholders shall be exercised by the Moorish American National Republic State Grand Body/Tribal Council, in accordance with this Charter and applicable tribal laws.

ARTICLE V

GENERAL CORPORATE PURPOSE AND POWERS: This Corporation is authorized and to engage in any lawful business permitted to a tribal government corporation organized under 25 U.S.C. § 477, as amended, In addition to conducting any and all lawful affairs for which non-profit corporations may be incorporated under the laws of Washington, D.C., Constitution for U.S.A., the divine Constitution and bylaws of Moorish American National Republic State, the United States of America under 25 U.S.C. § 477, as amended, Our Authority dated August 1, 1928 2:52 P.M. recorded in Cook County, Illinois Book 521 page 579, and the Department of Justice File No., Pentagon File No., and shall have powers, privileges and immunities granted by the statute embodied in this charter, this tribal government corporation is organized for the following specific purpose by way of description but not by way of limitation along with the powers set forth below:

- Unifying the most intelligent person(s) of the community(s) and the world; providing leadership, moral, financial, charitable, love, truth, peace, freedom, justice and benevolent; uplifting fallen humanity, the down-trodden; to resolve the so-called negro, African American, Black, African Diaspora dilemma within Arizona State (State of Arizona) and every State, etc., destroying caste and color prejudice; administer to the needy; burying the dead, raise the intellectual and moral standard of society.
- This corporation shall be a legal entity wholly owned by the Moorish American National Republic State (Washitaw, Choctaw Indian Moors, Uaxashaktun de Dugdahmoundyah) a federally recognized Indian tribe, but distinct and separate from the tribe, a fraternal society operated solely for the mutual benefit of the members and their beneficiaries. The corporation shall have the same immunities under federal laws as the tribe. The corporation shall retain the Tribes tax exemption status and shall enjoy any tax advantages available to this type of corporation. It shall fraternally unite all healthy persons of a good moral character, and every profession, business or occupation in promoting a higher degree of fellowship, all of which shall adhere strictly to the best practices of all Divine Prophets; Jesus (Yeshua Ben-Hur), Mohammed, Buddha, Confucius and Noble Drew Ali and the Levitical Code, Leviticus, Chapter 25, Verse 10; Ye shall proclaim Liberty throughout all the Land unto all the inhabitants thereof.
- This tribal corporation shall have and exercise all powers necessary, incident to, desirable, useful, or convenient in carrying out any of its objects and purpose in which non-profit corporations are entitled to exercise pursuant to the laws of Washington D.C., State(s) and The United States of America (U.S.A.) pursuant to U.S.C. 25 § 477, as amended and the Moorish American National Republic State.
- This corporation shall operate the Moorish-American State University of Law and History with the Moorish Department of Education teaching courses necessary to make Moorish-American Nationals better citizens of all communities, Act 6, while continuing to be totally committed to the legal, and lawful fact that the nationality of Moorish-Americans (Washitaw, Choctaw Indian Moors) is their foundation, Perpetuation by the Moorish American National Republic State-Bureau of Moorish Affairs for the naturalization for those of Moorish Descent, to act in accordance with the true policies of President Abraham Lincoln, Andrew Johnson and Prophet Noble Drew Ali with this tribal corporation (organization's) critical and most noted stand on human rights, indigenous rights for Moorish-American(s) (Washitaw, Choctaw Indian Moors), Moorish Descendants and human rights for all.
 - The Bureau of Moorish Affairs-Moorish American National Republic State (Uaxashaktun de Dugdahmoundyah) shall have the full authority to work through and with the Governor(s) of Washington D.C., the Union State Society of 1789 and the United States of America (U.S.A.), as well as any and all State(s) agencies, Tribal Nations and the Federal Government of the United States of America (United States, U.S.A.).
- This tribal corporation shall have the authority to assist with all aspects of members and Moorish-Americans (Moorish descendants) (Washitaw, Choctaw Indian Moors) affairs; not limited to Legal, Financial, Health, Housing, Transportation and Labor (Jobs) pursuant to U.S.C. 25 § 477, as amended and The Moorish American National Republic State Divine Constitution and Bylaws.
- Notwithstanding any other provisions of the Articles, the objects and purpose of this corporation, and the powers conferred upon it, specifically do not include pecuniary profit, gain, or private advantages to the

**CHARTER WARRANT AND DISPENSATION NO.1099—DOJ:BM:\$HR:1WD144-35-0—United States of America Secretary of State
Congress for The U.S.A. Act of June 18, 1934—Section 17 IRCA 25 USC § 477 Secretary of the Interior Washington D.C.**

No. N000006673664 National Archives Record Group No. 147, File No. 5-39, UN Grant 215, Land Grant 923, HR 260

**National Headquarters General Services Administration Washington, D.C. 20408—See Form OAAAN 7003: Social Security Administration
Affidavit of Organization—Form 1099—SS#101059059—Copy Book 521 - Page 579 - Cook County - Chicago, Illinois - 1928- August 1@ 2:52PM**

incorporators, directors (Sheiks and Sheikesses), or officers of the corporation; and it is organized as a fraternal benefit society, social welfare promoting the common good and general welfare of the community(s) and a domestic benefit society within the meaning of § 501(c)(4), 501 (c)(8) and 501 (c)(10) of the I.R.C. of 1954, as amended, and as a civic organization not organized for profit. This corporation shall not carry on any other activities not permitted to be carried on (i) by a corporation exempt from federal income tax under § 501(c) 4, 8 and 10 of the Internal Revenue Code of 1954, as amended, IRC § 7701 (40(a), 7871(a) (or the corresponding provision of any future United States Internal Revenue Law).

- This tribal corporation shall have the authority to appoint a compensated and/or non-compensated lobbyist to lobby on its behalf. A substantial part of the corporation shall be engaging in or carrying on propaganda, attempting to influence legislation, participate in and/or intervene in any political campaign(s) on behalf of any public office, promoting the social welfare, common good and general welfare of Moorish-American(s), its member(s) and all community(s) pursuant to applicable laws.
- Notwithstanding this tribal corporation shall be authorized to and shall make reasonable charges for any services rendered by it or for materials or publications furnished by it, all funds received by this tribal corporation for its services, materials or publication, shall be held in trust for the accomplishment of its objects and purposes.
 - To have a corporate seal which may be altered at the discretion of the Tribal Council/Board of Directors/Grand Body.
- To buy, sell, lease and otherwise acquire and maintain buildings, offices, shops, and other appurtenances proper and necessary for the carrying on of said business.
- To carry on its business either within or without the MOORISH AMERICAN NATIONAL REPUBLIC STATE (UAXASHAKTUN DE DUGDAHMOUNDYAH) (WASHITAW, CHOCTAW INDIAN MOORS), as permitted by law and pursuant to its annual business plan approved by the Shareholders representatives.
 - Upon prior approval by the shareholder to guarantee, purchase, hold, assign, mortgage, pledge or otherwise dispose of capital stock of, or any, bond, securities or other evidences of indebtedness created by any other corporation or organization that is in existence under the laws of the United States, any State, Indian Tribe, Nation, Government or Country, and to exercise all right, privileges and powers of ownership.
 - To enter into and make contracts of every kind and nature with any person, firm, association, corporation, municipality, nation, Indian tribe, state or body politic, without the approval of the Washitaw, Choctaw Indian Moors, Uaxashaktun de Dugdahmoundyah, Moorish American National Republic State, or the secretary of the interior, except when the use of trust of federally-restricted Indian property requires such approval.
- To purchased, take by gift or bequest, acquire, own, lease, manage, operate, deal in and dispose of real and personal property of all kinds and description, wherever situated.
- Subjected to the limitations imposed by Article XIII of this Charter, to incur debts and raise, borrow, and

secure the payment of any money in any lawful manner, including the issue and sale or other disposal of stock, bonds, indentures, obligations, negotiable and transferrable instruments and evidence of indebtedness of all kinds, whether secured by mortgage, pledge, deed of trust or otherwise, without the approval of the Moorish American National Republic State (Uaxashaktun de Dugdahmoundyah, Washitaw, Choctaw Indian Moors) or the secretary of the interior, except when the use of the trust of federally-restricted Indian property requires such approval.

- To apply for, obtain, register, purchase, lease or otherwise acquire, own, hold, use operate and introduce, and sell, assign or otherwise dispose of any trademark, trade name, patent, invention, improvements and processes used in connection with or secured under letters patent, and to use, exercise, develop, grant and give licenses in respect thereto.
- To apply for, purchase or acquire by assignment, transfer or otherwise, and to exercise, carry out and enjoy any license, power, authority, franchise, concession, right or privilege which any government or authority or any corporation or other public body may be empowered to enact, make, or grant and subject to the limitations imposed by Article XIII of this Charter, to pay for and to appropriate any of the Corporation's assets to defray the necessary cost, charges and expenses thereof.
 - To sue and be sued in its Corporate name to the extent provided in Article XIII of this Charter.
 - To employ or appoint employees and agents of the Corporation and define their duties and fix their compensation consistent with Article XII of this Charter.
 - To lend money for the its corporate purposes, invest and reinvest its funds and take and hold real property and personal property as security for the payment of funds so loaned and invested.
- To sell, convey, mortgage (including leasehold mortgages) pledge, lease, exchange, transfer or otherwise dispose of all or any part of its corporate property or assets to the extent permitted by Article XIII(f) of this Charter; Provided that, in accordance with the provisions of 25 U.S.C. § 477, as amended, the corporation has no authority to sell, mortgage, or lease for a period of time exceeding twenty-five (25) years, any trust or restricted lands included within the Moorish American National Republic State (Uaxashaktun de Dugdahmoundyah)(Washitaw, Choctaw Indian Moors) Indian Country.
- To adopt bylaws for the regulation of the internal affairs of this tribal corporation consistent with this Charter and the laws and regulations of the Moorish American National Republic State (Uaxashaktun de Dugdahmoundyah)(Washitaw, Choctaw Indian Moors) provided that such bylaws and any amendments are approved by the Moorish American National Republic State (Uaxashaktun de Dugdahmoundyah)(Washitaw, Choctaw Indian Moors) Tribal Council. Copies of the organization documents shall be provided to the Shareholders representatives.
- To obtain a certificate of authority to transact business in the State of Arizona or any State as a foreign corporation, and to comply with applicable enabling state laws governing foreign corporations.
- To have and exercise all lawful powers incidental, necessary or convenient to effect any or all the purpose for which this Tribal Government Corporation is organized.

- (a) To issue Naturalization cards, certificates, oaths, Driver's License, professional and/or government licenses, permits etc. through various Departments and organization thru and pertaining to the Moorish American National Republic State-Bureau of Moorish Affairs.
 - (b) To assert and enforce the Moorish American National Republic State Divine Constitution and Bylaws.
- To render Charter WARRANT and DISPENSATION 1099 to subordinate tribal governments and agents throughout the Union State Society and Nation etc.

ARTICLE VI

BOARD OF DIRECTORS/TRIBAL COUNCIL (GRAND BODY): There shall be no less than three (3) Grand Body's as Tribal Council/Directors/Grand Body. The name(s) of the Tribal Council/Grand Body/Directors with the principal address of 233 E. Southern Ave Suite 28080 Tempe, Arizona 85285, are to serve as the Grand Body until the first annual meeting of the Grand Body or until their successors are elected and qualified are:

Johnny Ray Walls-Bey, Chieftain, National Chairman

Alexis Jordan Austin-Bey, Sheikess, Secretary

Daniel E. Stephens-EL, Sheik, Vice Chair, Deputy Chief

Adis Adam Laws-Bey Jr., Sheik, Treasurer

James Mallard-EL, Sheik, National Superintendent

- A. Management Authority. The business affairs of the Tribal Corporation shall be managed exclusively by its Board of Directors/Tribal Council/ Grand Body. The Moorish American National Republic State (Washitaw, Choctaw Indian Moors) (Uaxashaktun de Dugdahmoundyah) shall have no authority to direct the business affairs of the Tribal Corporation and as provided in this Charter.
- B. Number and Positions. The Board shall consist of five (5) members elected by the Moorish American National Republic State (Washitaw, Choctaw Indian Moors) (Uaxashaktun de Dugdahmoundyah), but the number of Directors may thereafter be increased or decreased at any time by a duly adopted resolution of the Shareholder. The Board shall elect a Chairperson, Vice-Chairperson, Treasurer and Secretary. The Chairperson and the Vice-Chairperson must be members of the Board, but the treasurer and Secretary may be members of the staff of the Tribal Corporation. The Treasurer shall serve as the Treasurer of both the Tribal Corporation and the Board of Directors. The Secretary shall serve as the Secretary of the both the Tribal Corporation and the Board of Directors. No two persons may hold more than one Board position except that the same person may be Secretary and Vice-Chair or Secretary and Treasurer provided that only a Director may be Vice-Chair. The Chairperson shall preside at Board meetings. The Vice-Chairperson shall assume the duties of the Chairperson in the absence of the Chairperson. The Moorish American National Republic State (Washitaw, Choctaw Indian Moors) (Uaxashaktun de Dugdahmoundyah) Tribal Council may appoint one or more of its members as non-voting, ex-officio members of the Board.
- C. How Elected. Elections shall be held at the regular meeting of the Tribal Council acting as representative of the owner(s). Nominations for each open position shall be made and seconded by Council members until

nominations cease. The Council shall elect a person to fill each open position from the list of seconded nominations for that position. The Council may choose to vote by voice vote or by written ballot. The Person receiving the highest number of votes for each position shall fill that position.

- D. Term of Office. The Directors shall be elected for terms of three (5) years each and shall serve only for the term of office or until resignation, removal or death. When a term is completed, a vacancy shall occur. When electing Directors to increase the number of Directors or fill a vacancy, the Shareholder may lengthen or shorten the term of office of any Director being elected in order to achieve staggered terms of office. A Director may serve any number of consecutive five-year terms for which he or she is elected.
- E. Initial Board of Directors. The Initial Board of Directors of the Corporation shall be determined by Moorish American National Republic State (Washitaw, Choctaw Indian Moors) (Uaxashaktun de Dugdahmoundyah) Tribal Council at the time this Charter is ratified by the Tribal Council.

F. Qualifications of Directors.

1. Each Director shall possess the level of business experience and expertise determined by the Moorish American National Republic State (Washitaw, Choctaw Indian Moors) (Uaxashaktun de Dugdahmoundyah) Tribal Council as representatives of the Shareholder to be necessary to carry out the duties of a Director and to contribute to the ability of the corporation to achieve the purpose for which this Charter is issued.
2. No person who has been convicted of a felony within the last five (5) years shall sit on the Board. A felony is a crime punishable by at least one (1) year in jail, regardless of whether the person served a full year in jail.
3. No person who has ever been convicted of any crime involving theft or conversion of money or property shall sit on the Board, unless by special vote by the Board.
4. No more than one-half (1/2) of the Directors may serve concurrently on the Board of Directors of the Tribal Corporation and on any other board of a tribal corporation or enterprise of which the Moorish American National Republic State (Washitaw, Choctaw Indian Moors) (Uaxashaktun de Dugdahmoundyah) is a majority shareholder or owner.
5. No more than two (2) member(s) of the Moorish American National Republic State (Washitaw, Choctaw Indian Moors) (Uaxashaktun de Dugdahmoundyah) Tribal Council is eligible to serve as a Director of the Corporation at any one time, except for ex-officio Directors as stated in Article VI(b).
6. No more than two (2) member(s) of the Board may be non-members of the Tribe, only by special vote of the Board.
7. Each Board of Directors shall hold a Public Office Bond and Affirm an oath of his/her office.

- G. Duties of Directors/Tribal Council/Grand Body. The Directors shall manage the general affairs and business of the Tribal Corporation. The Directors shall in all cases as a Board, regularly convened, by a majority vote, and may adopt rules and regulations for the conduct of their meetings and management of the Corporation as they may deem proper, not inconsistent with this Charter, the Charter of the Moorish American National Republic State, the bylaws of the Corporation and applicable tribal or federal

**CHARTER WARRANT AND DISPENSATION NO.1099—DOJ:BM:\$HR:1WD144-35-0—United States of America Secretary of State
Congress for The U.S.A. Act of June 18, 1934—Section 17 IRCA 25 USC §477 Secretary of the Interior Washington D.C.**

No. N000006673664 National Archives Record Group No. 147, File No. 5-39, UN Grant 215, Land Grant 923, HR 260

**National Headquarters General Services Administration Washington, D.C. 20408—See Form OAAAN 7003: Social Security Administration
Affidavit of Organization—Form 1099—SS#101059059—Copy Book 521 - Page 579 - Cook County - Chicago, Illinois - 1928- August 1@ 2:52PM**

enabling laws. A Directors shall perform the duties of a Director in good faith, in a manner the Director believes and/or knows to be in or not opposed to the best interests of the Tribal Corporation and Shareholder, and with such care as an ordinarily prudent person would use under similar circumstances in alike position. In performing such duties, a Director shall be entitled to rely on factual information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

1. One or more officers or employees of the Tribal Corporation whom the Director reasonably believes or knows to be reliable and competent in the matters presented.
2. Legal counsel, public accountants or other persons as to matters which the Director reasonably believes to be with such person's professional or expert competence or
3. A committee of the board upon which the Director does serve, duly designated in accordance with a provision of the bylaws, as to matters within its designated authority, which committee the Director reasonably believes or knows to merit confidence, but the Director shall not be considered to be acting in good faith if the Director has knowledge concerning the matter in question that would cause such reliance to be unwarranted.

H. Conflicts of Interest.

1. No sitting Board member shall engage in any activity that is, or creates the appearance of, a conflict of interest. A conflict of interest occurs when circumstances create a possibility that s Board member's duty of undivided loyalty to the Tribal Corporation might be compromised. Should a conflict of interest occur and/or develop for a Director, he or she shall state the conflict in writing, email to the Chairperson of the Board, with a copy to the Shareholders representative. If the conflict cannot be circumvented and/or avoided to the satisfaction of the chairperson and chairman, the Director shall immediately resign. In the event of a potential conflict of interest, a Director shall recuse himself/herself from any vote involving the potential conflict of interest.
 2. No member of the Board of Directors shall act as an agent of Tribal Corporation without having authority to do expressly granted to the Board member by a Resolution of the Board.
 3. No two persons who are married to each other, parent and child, in-laws, or siblings may sit on the Board at the same time except in the inception of this Chartered Corporation or by a vote that consist of the Board members and Shareholders.
 4. No Board of Directors of the Tribal Corporation, and husband, wife, parent, child, or sibling of a Board member, shall be a signatory to or beneficiary of any contract or agreement with the corporation except in the inception of this Chartered Corporation.
 5. No member of the Board of Directors of the Tribal Corporation shall have any financial interest in any business entity that is a signatory to or beneficiary of any contract or agreement with the Corporation except in the inception of this Chartered Corporation.
- I. Directors Meeting. Regular meetings of the Board of the Directors shall be held immediately following the first regular meeting of the Shareholder to elect officers of the Board and the Corporation except in the inception of this Chartered Corporation. Special meetings of the Board of Directors may be called by

the Chairperson of the Board at any moment in time, and shall be called by the Chairperson or the Secretary upon the request of the Moorish American National Republic State (Uaxashaktun de Dugdahmoundyah) Washitaw, Choctaw Indian Moors Tribal Council or of two Directors.

ARTICLE VII

INCORPORATORS: The mane(s) and address of the incorporators of the corporation are:
233 E. Southern Ave Suite 28080 Tempe, Arizona 85285

Alexis Jordan Austin-Bey, Sheikess, National Secretary

Daniel E. Stephens-EL, Sheik, Deputy Chief,

Johnny Ray Walls-Bey, Chieftain, National Chairman

All powers, duties and responsibilities of the incorporators shall cease at the time of delivery of these Articles of Incorporation to the Arizona Corporation Commission for filing.

ARTICLE VIII

DISTRIBUTION OF ASSETS ON DISSOLUTION: The assets of this tribal corporation are permanently dedicated to the purposes set forth in these Article of Incorporation. Upon the dissolution of this tribal corporation or the winding up of its affairs, whether as a result of voluntary action on the part of the Tribal Council/ Grand Body/Board of Directors, by the court order, or lapse of time, no part of the remaining assets of the tribal corporation, after paying or adequately providing for the discharge of the debts and obligations of the corporation, shall inure to the private profit, benefit, or advantage of any private person (natural). The remaining assets shall be distributed to a non-profit fund, foundation, or tribal corporation, which is organized and operated exclusively for social welfare, educational, religious, fraternal, charitable, scientific and literary purposes, which has established its tax exempt status under § 501(c) 4, 8 and 10 of the Internal Revenue Code. Such Distribution shall be in kind or cash, in fee absolutely and without possibility of reversion, as an absolute gift without consideration, and in such amount and proportion as the Tribal Council/Grand Body/Board of Directors shall determine in accordance with the provisions of this Article.

ARTICLE IX

STATUTORY AGENT: The name and address of the initial statutory agent of the corporation is: 233 E. Southern Ave Suite 28080 Tempe, Arizona 85285
Alexis Jordan Austin-Bey, Sheikess

ARTICLES X

INDEMNIFICATION OF TRIBAL COUNCIL/GRAND BODY/DIRECTORS AND OFFICERS:

Subject to and pursuant to the A.R.S. 10-3856, 10-3852, 10-3854, 52.250-1 indemnification under public law 85-804, indemnification under 25 U.S.C. § 1301 the Moorish American National Republic State, Department of Justice File No, Tribal Sovereign Immunity where congress so states, or where the Tribes

**CHARTER WARRANT AND DISPENSATION NO.1099-DOJ:BM:\$HR:1WD144-35-0—United States of America Secretary of State
Congress for The U.S.A. Act of June 18, 1934—Section 17 IRCA 25 USC § 477 Secretary of the Interior Washington D.C.**

No. N000006673664 National Archives Record Group No. 147, File No. 5-39, UN Grant 215, Land Grant 923, HR 260

**National Headquarters General Services Administration Washington, D.C. 20408—See Form OAAAN 7003: Social Security Administration
Affidavit of Organization—Form 1099-SS#101059059—Copy Book 521 - Page 579 - Cook County - Chicago, Illinois - 1928- August 1@ 2:52PM**

waives its own immunity, and further provision hereof, the corporation shall indemnify any and all of its current and former Tribal Council/Grand Body/Directors and Officers against all expenses incurred by them and each of them, including but not limited to legal fee(s), judgment(s), penalty(s) and amount(s) paid in settlement or compromise, which may arise or be incurred, rendered or levied in any legal action brought or threatened against any of them for or on account of any action or omission alleged to have been committed while acting within the scope of employment as Tribal Council/Grand Body/Director or officer of the corporation, whether or not any settlement or compromise is approved by a court. Indemnification shall be made by the tribal corporation whether the legal action brought or threatened is brought by or in the right of the tribal corporation or by any other person. Whenever such Tribal Council/Grand Body/Director or Officer shall report to the President of the corporation or to the Tribal Council/Grand Body/Board of Directors that he or she has incurred or may incur expenses, including but not limited to judgment(s), penalty(s), legal fee(s) and amounts paid in settlement or compromise in a legal action brought or threatened against him or her for or on account of any action or omission alleged to have been committed by him or her while acting within the scope of his or her employment as a Tribal Council/Grand Body/Director or Officer of the tribal corporation, the Tribal Council/Grand Body/Board of Directors shall, at its next regular or at a special meeting held within a reasonable time thereafter, determine in good faith whether, in regard to the matter involved in the action or contemplated action, indemnification shall be mandatory and shall be automatically extended as specified herein, provided, however, that the tribal corporation shall have the right to refuse indemnification in any instance in which the person to whom indemnification would otherwise have been applicable shall have unreasonably refused to permit the corporation, at its own expense and through counsel of its own choosing, to defend him or her in the action.

ARTICLE XI

PRIVATE FOUNDATION: Notwithstanding any other provisions of these Articles, if this corporation shall become a private foundation, as defined in § 509 of the Internal Revenue Code of 1954, as amended, during the period it is a private foundation, the corporation (i) shall not engage in any act of self-dealing as defined in § 4941(d) thereof; (ii) shall distribute its income for each taxable year at such time and in such manner as not to become subjected to the tax on undistributed income imposed by § 4942 thereof; (iii) shall not retain any excess business holdings as defined in § 4943(c) thereof; (iv) shall not make any

ARTICLE XII **OFFICERS and STAFF**

- A. Officer Positions. The officers of the Tribal Corporation shall be the Chairperson, Vice-Chairperson, Treasurer and Secretary elected pursuant to paragraph B of Article VI of this Charter and after the first annual meeting.
- B. Staff Positions and Duties. The Staff position(s), job description(s), duties, and powers of the staff of the corporation shall be provided in the Corporations bylaws and/or the business plans. Staff positions shall not be created, and staff shall not be directed to perform work that unnecessarily duplicates the duties of employees of the tribal government or the Board of Directors/Grand Body or otherwise imprudently expends the Corporations financial resources. The Corporation shall limit staff positions to part-time employees to the extent possible and consistent with the best interest of the tribe.
- C. Staff Compensation. The staff shall receive such compensation and expense reimbursement as is reasonable, prudent, and consistent with the Corporations budgets and budgets for the construction and operation of justice programs and facilities pursuant to this Charter. Staff compensation and expense reimbursement shall be subjected to written policies and procedures drafted by the Board of Directors

and approved by the shareholders representative. The Board shall disclose to the shareholders representative each staff members compensation and reimbursement.

D. Council Member/Tribal Employee Officers and Staff. Moorish American National Republic State (Uaxashaktun de Dugdahmoundyah)(Washitaw, Choctaw Indian Moors) Tribal Council members Moorish American National Republic State (Uaxashaktun de Dugdahmoundyah)(Washitaw, Choctaw Indian Moors) Tribal employees serving as officers or staff of the Corporation shall not be deemed to be acting within the scope of their duties as Council members or tribal employees or acting in any other capacity while acting on behalf of the Corporation or under color of office of the Corporation.

ARTICLE XIII STOCK DIVIDEND

A. The Tribal Corporations shall pay stock dividends only to properly recorded and registered member citizens of the Moorish American National Republic State and shall reinvest any and all surplus funds in the construction, maintenance and operations of the department of justice, department of education, department of the interior, department of transportation and labor, department of the treasury, department of mental health and hygiene facilities and programs which it operates and manages.

ARTICLE XIV SHAREHOLDER REPORTS

A. The Tribal Corporation shall maintain an accurate financial record in conformity with general accepted accounting principles. The National Treasurer make sure that the accounting principle are compliant with all applicable enabling laws. The National Treasurer from time to time amend and or issues accounting principles and polices with the approval of the Tribal Council/Grand Body.

B. The Board/Tribal Council/ Grand Body of the Tribal Corporation shall, no less frequently than on a quarterly basis, report in writing to the shareholder(s) on the financial and operating condition of the Tribal Corporation, including the assets and liabilities of the tribal corporation and the official; actions of the tribal corporation's directors, officers, and employees. The content of the report shall be determined jointly by the Board Vice-Chair, National Treasurer and Chairman of the Tribal Council. It shall be the responsibility of the Board chair to submit each report written to the Tribal council at least (13) days before the scheduled Tribal Council meeting.

C. The financial and operating records of the tribal corporation shall at all reasonable times be open to inspection by the shareholders representative.

D. The Tribal Corporation shall, within (130) days following the close of the tribal corporation's fiscal year, submit to the shareholders representative an audited financial statement showing the status of the tribal corporation as of the last day of the tribal corporation's fiscal year.

ARTICLE XV CLAIMS AGAINST THE TRIBAL CORPORATION

A. The Tribal Corporation is an instrumentality of the WASHITAW, CHOCTAW INDIAN MOOR TRIBE (MOORISH AMERICAN NATIONAL REPUBLIC STATE, UAXASHAKTUN DE

CHARTER WARRANT AND DISPENSATION NO.1099-DOJ:BM:\$HR:1WD144-35-0-United States of America Secretary of State Congress for The U.S.A. Act of June 18, 1934-Section 17 IRCA 25 USC §477 Secretary of the Interior Washington D.C.

No. N000006673664 National Archives Record Group No. 147, File No. 5-39, UN Grant 215, Land Grant 923, HR 260

National Headquarters General Services Administration Washington, D.C. 20408-See Form OAAAN 7003: Social Security Administration Affidavit of Organization-Form 1099-SS#101059059-Copy Book 521 - Page 579 - Cook County - Chicago, Illinois - 1928- August 1@ 2:52PM

DUGAHMOUNDYAH) and is entitled to all the privileges and immunities of the Tribe, DOJ file No., treaties, except as provided in Article XV.

- B. The Tribal Corporation is authorized to waive, as provided in Article XV, any defense or sovereign immunity from suit that the Tribal Corporation, its directors, officers, employees or agents may otherwise enjoy under applicable federal, state, or tribal law, arising from any particular agreement, matter or transaction as may be entered into to further the purposes of the Tribal Corporation, to consent to suit in the state and/or federal court, and to consent to alternative dispute resolution mechanisms such as arbitration or mediation.
- C. The Tribal Corporation is authorized to waive, as provided in Article XV, any defense the Tribal Corporation, its directors, officers, employees or agents may otherwise assert that federal, state or tribal law requires exhaustion of tribal court remedies prior to suite against the Tribal Corporation in a state or federal court otherwise having jurisdiction over the subject matter and the parties.
- D. Any waiver by the Tribal Corporation authorized by paragraph B and/or C of Article XV shall be in the form of a resolution duly adopted by the Board/Tribal council/Grand Body, a copy of which resolution shall be mailed to the shareholder's representative but the resolution shall not be required to be approved by Washitaw, Choctaw Indian Moors-Moorish American National Republic State, Department of Interior's Secretary. The resolution shall identify the party(s) for whose benefit(s) the waiver is granted, the transaction(s) and the claim(s) of class(s) of claim for which the waiver is granted, the property of the Tribal Corporation which may be subjected to execution to satisfy any judgment which may entered into the claim, and shall identify the court(s) in which suit against the Tribal Corporation may be brought. Any waiver shall be limited to claim(s) arising from act(s) or omission(s) of the Tribal Corporation, its directors, officers, employees or agents, and shall be construed only to the affected property and income of the Tribal Corporation.
- E. Nothing in this Charter, and no waiver of the Tribal Corporation's sovereign immunity pursuant to Article XV shall be construed as a waiver of the sovereign immunity of the WASHITAW, CHOCTAW INDIAN MOORS TRIBE (MOORISH AMERICAN NATIONAL REPUBLIC STATE, UAXASHAKTUN DE DUGDAHMOUNDYAH), and so such waiver by the Tribal Corporation shall create any liability on the part of the WASHITAW, CHOCTAW INDIAN MOORS TRIBE (MOORISH AMERICAN NATIONAL REPUBLIC STATE, UAXASHAKTUN DE DUGDAHMOUNDYAH) or any other instrumentality of the WASHITAW, CHOCTAW INDIAN MOORS TRIBE (MOORISH AMERICAN NATIONAL REPUBLIC STATE, UAXASHAKTUN DE DUGDAHMOUNDYAH) for the debts and obligations of the Tribal Corporation, or shall be construed as a consent to encumbrance or attachment of any property of the WASHITAW, CHOCTAW INDIAN MOORS TRIBE (MOORISH AMERICAN NATIONAL REPUBLIC STATE, UAXASHAKTUN DE DUGDAHMOUNDYAH) or any other instrumentality of the WASHITAW, CHOCTAW INDIAN MOORS TRIBE (MOORISH AMERICAN NATIONAL REPUBLIC STATE, UAXASHAKTUN DE DUGDAHMOUNDYAH) based on any action, adjudication or other determination of liability of any nature incurred by the Tribal Corporation.
- F. Nothing in this Charter, and no action taken by the Tribal Corporation pursuant to this charter, shall be construed as permitting, recognizing, or granting the State of Arizona, and/or any State regulatory jurisdiction or taxing jurisdiction over any property or activities of the Tribal corporation or its employees located within thin the boundaries of the WASHITAW, CHOCTAW INDIAN MOORS TRIBE (MOORISH AMERICAN NATIONAL REPUBLIC STATE, UAXASHAKTUN DE DUGDAHMOUNDYAH) Indian country, which consist of all of the U.S.A. not limited to the State of Arizona.

ARTICLE XVI
SUSPENSION OF BUSINESS; DISSOLUTION

- A. After issuance of this Charter by the Secretary of the Interior and ratification by WASHITAW, CHOCTAW INDIAN MOORS TRIBE (MOORISH AMERICAN NATIONAL REPUBLIC STATE, UAXASHAKTUN DE DUGDAHMOUNDYAH) Tribal Council, the business of the Tribal Corporation may be suspended or the Tribal corporation dissolved only as provided in Article XVI.
- B. The business of the Tribal Corporation may be suspended and/or the Tribal Corporation dissolved as follows:
1. The Board of Directors shall adopt a resolution recommending that the business of the tribal corporation be suspended and/or the tribal corporation dissolved and directing that the question of suspension and dissolution be submitted to a vote of the shareholders representative at a meeting of the shareholder, which may be either a regular meeting or special meeting.
 2. Written notice shall be given to the shareholder(s) in the manner provided in this Charter for giving notice of meetings of the shareholders, and shall state that the purpose, or one of the purposes, of the meeting is to consider the advisability of the action proposed.
 3. The shareholder(s) meeting shall have a vote on the resolution(s) to approve or disapprove the action proposed.
 4. Upon the adoption of the resolution to suspend business and/or dissolve, a statement of intent to suspend business and/or dissolve shall be executed by the Tribal Corporation, its President, Vice-President, and by its Secretary and verified by one of the officers signing the statement, and shall be delivered to the Secretary of the Interior.
 5. Suspension and/or Dissolvment must further be approved by the chieftain/Chairman, Vice-Chair and Secretary of the Moorish American National Republic State before the resolution of suspension and/or dissolvment is enacted.
 6. Upon approval of the Moorish American National Republic State, the filing with the Secretary of the Interior of intent to suspend business and/or dissolve, the tribal corporation shall cease to carry on it day to day business operations, except insofar as necessary or essential for winding up thereof, but its corporate existence shall continue until this Charter is revoked by an act of Congress in accordance with 25 U.S.C. § 477, as amended, DOJ file No, and Treaty series 2441.
 7. After filing the statement of intent to suspend business, the tribal corporation shall follow the procedures provided in the bylaws and bylaws of the Moorish American National Republic State.
 8. After filing the statement of the intent dissolve, the tribal corporation shall cause notice thereof to be mailed to each known creditor of the tribal corporation with in (45) days; shall proceed to collect its assets, convey and dispose of such of its properties are not to be distributed in kind to its shareholder(s), pay, satisfy and discharge its liabilities, and obligations. Do all other acts required to liquidate its business and affairs, and after paying or adequately providing for payment of all its obligations, distribute the remainder of its assets, either in cash, or in kind to its shareholder(s).

9. By resolution of the Board of Directors or by resolution adopted by WASHITAW, CHOCTAW INDIAN MOORS TRIBE (MOORISH AMERICAN NATIONAL REPUBLIC STATE, UAXASHAKTUN DE DUGDAHMOUNDYAH) Tribal Council at any time prior to revocation of this Charter by act of Congress, the Tribal Corporation may revoke voluntary dissolution proceedings. Written notice of the revocation of the voluntary dissolution proceedings, the revocation shall be effective, and the Tribal Corporation may again carry on its business.
10. If voluntary dissolution proceedings have not been revoked, when all debts, liabilities and/or obligation of the tribal corporation have been satisfied, paid, and discharged, or adequate provisions have been made, and all of the remaining property and assets of the tribal corporation have distributed to the shareholder(s), WASHITAW, CHOCTAW INDIAN MOORS TRIBE (MOORISH AMERICAN NATIONAL REPUBLIC STATE, UAXASHAKTUN DE DUGDAHMOUNDYAH) and the Secretary of the Interior shall take all actions necessary to obtain an act of Congress revoking this Charter and dissolving the tribal corporation.

ARTICLE XVII AMENDMENTS

- A. The authority to petition for amendments to this Charter is vested in the WASHITAW, CHOCTAW INDIAN MOORS TRIBE (MOORISH AMERICAN NATIONAL REPUBLIC STATE, UAXASHAKTUN DE DUGDAHMOUNDYAH) Tribal Council, but such amendments shall have no legal effect until approve by the Sectary of the Interior and ratified by the WASHITAW, CHOCTAW INDIAN MOORS TRIBE (MOORISH AMERICAN NATIONAL REPUBLIC STATE, UAXASHAKTUN DE DUGDAHMOUNDYAH) Tribal Council in accordance with 25 U.S.C. § 477, as amended, enabling laws, and in accordance with applicable tribal laws(s).
- B. The Board of Directors may request the WASHITAW, CHOCTAW INDIAN MOORS TRIBE (MOORISH AMERICAN NATIONAL REPUBLIC STATE, UAXASHAKTUN DE DUGDAHMOUNDYAH) Tribal Council to petition the Secretary of the Interior for amendments to this Charter, but the final decision on submitting any such petition shall be made by WASHITAW, CHOCTAW INDIAN MOORS TRIBE (MOORISH AMERICAN NATIONAL REPUBLIC STATE, UAXASHAKTUN DE DUGDAHMOUNDYAH).

ARTICLE XVIII CERTIFICATE OF APPORAL

I, Alexis Jordan Austin-Bey, Secretary of the Bureau of Refugee, Freedmen, Negroes, Abandon Lands, the Freedmen's Bank, and the Interior of the Moorish American National Republic State, by virtue of the authority granted me by the act of June 18, 1934 (48 Stat. 984), as amended, Self-Determination Act Public Law 93-638, the Treaty of Murakush of 1787, Camp Holmes Treaty of 1835, 38th Congress 1st sess., Bureau of Freedmen Act Treasury Department of April 12, 1864 (Federal Indian Trust Responsibility), Executive orders of President Abraham Lincoln's Proclamation 95, Pentagon File No. 5-39, Record Group 147 dated August 1, 1944, U.S. Department of Justice File No. BM:\$HR:14WD144-35-0, Our Authority Prophet Noble Drew Ali No. 101059059 (Federal Trust Responsibility), Charter Warrant and Dispensation 1099, do hereby approve the this Federal Corporate Charter for use by the WASHITAW, CHOCTAW INDIAN MOORS TRIBE (MOORISH AMERICAN NATIONAL REPUBLIC STATE, UAXASHAKTUN DE DUGDAHMOUNDYAH) and the BUREAU OF MOORISH AFFAIRS. This Charter shall become effective upon ratification by the WASHITAW, CHOCTAW INDIAN MOORS TRIBE

(MOORISH AMERICAN NATIONAL REPUBLIC STATE, UAXASHAKTUN DE DUGDAHMOUNDYAH) Tribal Council, provided, that nothing in this approval shall be construed as authorizing any action under this document that would be contrary to federal enabling law.

Alexis Jordan Austin-Bey, Sheikess National Secretary

CERTIFICATION OF ADPTION

Pursuant to an order, approved October 20, 1774, March 1, 1781, September 17, 1787, September 25, 1789, August 24, 1835, June 10, 1837, April 20, 1945, April, 28, 1866, and August 1, 1928, March 13, 2020, July 7, 2020 by the first Continental Congress, Secretary of the Interior, the Federal Charter was submitted for ratification to the WASHITAW, CHOCTAW INDIAN MOORS TRIBE (MOORISH AMERICAN NATIONAL REPUBLIC STATE, UAXASHAKTUN DE DUGDAHMOUNDYAH) Indian County, U.S.A., and was on August 13, 2019, duly adopted.

Daniel E. Stephens-EL, Sheik
Deputy Chief/Vice-Chair.

Johnny Ray Walls-Bey, Chieftain
National Chairman.

