CHARTER OF INCORPORATION

OF

T.O.S GLOBAL ENTERPRISE

A WHOLLY TRIBAL-OWNED BUSINESS ENTERPRISE

ESTABLISHED BY THE OFFICIAL TRIBE OF SHABAZZ

RECITALS

WHEREAS, The Official Tribe of Shabazz has determined that organized economic development, business ownership, commerce, investment, employment, and enterprise development are necessary to advance the long-term welfare, self-sufficiency, and prosperity of the Tribe and its recognized members;

WHEREAS, the governing body of The Official Tribe of Shabazz desires to establish a wholly tribal-owned business enterprise to develop, own, manage, oversee, and support lawful commercial ventures and operating businesses on behalf of the Tribe;

WHEREAS, T.O.S Global Enterprise is intended to serve as the principal business and economic-development enterprise of The Official Tribe of Shabazz and as an umbrella under which tribal-owned businesses, brands, divisions, projects, subsidiaries, and other commercial ventures may be established and operated;

NOW, THEREFORE, by authority of the governing body of The Official Tribe of Shabazz and pursuant to the Tribe's governing documents and applicable law, this Charter of Incorporation is adopted for T.O.S Global Enterprise and shall become effective upon ratification by The Official Tribe of Shabazz Tribal Council.

ARTICLE I — NAME

The name of the enterprise is T.O.S GLOBAL ENTERPRISE (the “Corporation” or “Enterprise”).

ARTICLE II — PRINCIPAL OFFICE AND REGISTERED OFFICE

A. PRINCIPAL OFFICE. The principal office of the Corporation shall be located in Harris County, Texas, unless otherwise designated by the Board of Directors and approved as required by tribal law. The Corporation may maintain additional offices wherever reasonably necessary to conduct its business.

B. REGISTERED OR BUSINESS OFFICE. When registration, qualification, licensing, or a registered office is required by the law of a jurisdiction in which the Corporation conducts business, the Corporation may establish and maintain such office and comply with applicable requirements.

ARTICLE III — AUTHORITY FOR CHARTER

The Corporation is created and chartered by The Official Tribe of Shabazz as a wholly tribal-owned business enterprise pursuant to the Tribe's inherent authority to organize and govern its internal affairs and economic activities, subject to applicable law. This Charter is an internal organizational and governing instrument of The Official Tribe of Shabazz and does not, by itself, constitute a charter, recognition, approval, certification, or

grant issued by the United States, the State of Texas, the Bureau of Indian Affairs, the Department of the Interior, or any other governmental agency.

ARTICLE IV — STATUS OF CORPORATION

A. The Corporation is wholly owned by The Official Tribe of Shabazz and is organized to conduct and manage business activities for the benefit of the Tribe and its recognized members.

B. The Corporation shall maintain separate books, records, accounts, contracts, assets, liabilities, and business operations from the governmental affairs of The Official Tribe of Shabazz to the extent practicable and consistent with this Charter.

C. Nothing in this Charter shall be construed as creating or establishing federal recognition, federal Indian tribal status, a federal corporate charter, a federal tax exemption, or any governmental privilege not otherwise established by applicable law.

ARTICLE V — OWNERSHIP OF CORPORATION

A. One hundred percent (100%) of the ownership interest in the Corporation shall be held solely by The Official Tribe of Shabazz for the benefit of the Tribe and its recognized members.

B. No individual, officer, director, member, outside business, or other legal entity may acquire an ownership interest in the Corporation unless this Charter is lawfully amended by the Tribe.

C. The Tribe's ownership interest shall not be sold, transferred, pledged, or otherwise encumbered except pursuant to a duly adopted resolution of The Official Tribe of Shabazz Tribal Council and in compliance with applicable law.

D. The Official Tribe of Shabazz Tribal Council shall act as the owner's representative and shall exercise the rights reserved to the owner under this Charter and applicable tribal law.

ARTICLE VI — PERIOD OF DURATION

The Corporation shall have perpetual duration unless suspended, reorganized, or dissolved in accordance with this Charter, applicable tribal law, and any other law governing a particular transaction or jurisdiction.

ARTICLE VII — CORPORATE PURPOSES

The Corporation is organized as the business and economic-development enterprise of The Official Tribe of Shabazz. Its purposes include, but are not limited to, the following:

A. To create, acquire, own, develop, organize, manage, operate, license, franchise, finance, support, and oversee lawful tribal-owned businesses, brands, divisions, subsidiaries, projects, and commercial ventures.

B. To serve as an umbrella enterprise through which The Official Tribe of Shabazz may conduct lawful business activities in industries including, without limitation, travel and tourism, hospitality, transportation, retail, e-commerce, professional services, consulting, media, publishing, education and training, technology, real estate, property management, health and wellness services where lawfully permitted, manufacturing, merchandising, food services, events, entertainment, construction, logistics, and other lawful commercial fields approved by the Corporation.

C. To create employment, contracting, entrepreneurial, training, and business-development opportunities for members of The Official Tribe of Shabazz and, where appropriate, members of the surrounding community.

D. To generate lawful revenue and build sustainable assets for the long-term economic benefit, stability, development, and self-sufficiency of The Official Tribe of Shabazz and its recognized members.

E. To develop and protect trade names, trademarks, service marks, copyrights, intellectual property, proprietary systems, brands, products, and services owned or controlled by the Corporation or its operating businesses.

F. To enter into lawful partnerships, vendor relationships, host-agency relationships, licensing arrangements, joint ventures, service agreements, and other commercial relationships that advance the purposes of the Corporation.

G. To acquire, lease, manage, improve, hold, use, and dispose of real and personal property as reasonably necessary to carry out the Corporation's lawful business purposes.

H. To reinvest earnings, establish reserves, fund new enterprises, support approved tribal economic-development objectives, and make distributions or transfers for the benefit of The Official Tribe of Shabazz as authorized by the owner and permitted by law.

I. To undertake any other lawful commercial or economic-development activity approved in accordance with this Charter.

ARTICLE VIII — CORPORATE POWERS

A. To engage in any lawful business consistent with this Charter and applicable law.

B. To adopt and use a corporate seal and to modify it by resolution of the Board of Directors.

C. To buy, sell, lease, rent, acquire, maintain, improve, and operate offices, buildings, equipment, vehicles, technology, and other property reasonably necessary for its businesses.

D. To conduct business within or outside the Tribe's property and in any jurisdiction in which the Corporation is lawfully authorized or qualified to operate.

E. Subject to owner approval when required, to acquire, hold, invest in, or dispose of ownership interests, securities, or other lawful investments in corporations, partnerships, limited liability companies, enterprises, or organizations.

F. To enter into contracts and commercial agreements with persons, firms, associations, corporations, municipalities, governments, tribes, nations, and other public or private entities, subject to this Charter and applicable law.

G. To acquire, own, lease, manage, operate, and dispose of real and personal property.

H. Subject to Article IX, to borrow money, incur lawful debt, and secure obligations with Corporation assets, provided that no debt shall pledge the credit or property of The Official Tribe of Shabazz unless separately and expressly authorized by the Tribal Council.

I. To apply for, register, purchase, license, acquire, own, use, protect, enforce, assign, or dispose of trademarks, service marks, trade names, copyrights, patents, inventions, domain names, proprietary processes, and other intellectual property.

J. To obtain licenses, permits, registrations, certifications, concessions, franchises, and other governmental or commercial authorizations required for the Corporation or its operating businesses.

K. To sue and be sued in the Corporation's name only to the extent authorized by applicable law and any valid, express waiver adopted under Article XVI.

L. To employ, appoint, contract with, and compensate officers, employees, agents, professionals, independent contractors, and advisors.

M. To invest and reinvest Corporation funds and hold lawful investments consistent with Board-approved policies.

N. To sell, convey, lease, exchange, transfer, or otherwise dispose of Corporation property in the ordinary course of business, subject to Article IX.

O. To adopt bylaws, policies, procedures, operating rules, and business plans consistent with this Charter and applicable tribal law.

P. To register or qualify to conduct business in Texas or any other jurisdiction when legally required.

Q. To create and operate divisions, departments, brands, trade names, subsidiaries, and other operating units, including consumer-facing businesses that may use names distinct from T.O.S Global Enterprise.

R. To exercise all lawful powers incidental, necessary, or convenient to accomplish the purposes of the Corporation.

ARTICLE IX — LIMITATIONS ON CORPORATE POWERS

A. The Corporation shall not bind The Official Tribe of Shabazz to any contract, debt, guaranty, liability, or obligation unless the Tribal Council has expressly authorized the obligation in writing.

B. The Corporation shall not pledge the credit of The Official Tribe of Shabazz without express written authorization of the Tribal Council.

C. The Corporation shall not sell, pledge, mortgage, or otherwise encumber property owned directly by The Official Tribe of Shabazz unless expressly authorized by the Tribal Council and permitted by applicable law.

D. The Corporation shall not waive any right, privilege, defense, or immunity belonging to The Official Tribe of Shabazz.

E. The Corporation shall not dispose of all or substantially all of its assets outside the ordinary course of business without prior written approval of the Tribal Council acting as owner.

F. No officer, director, employee, or operating business may represent that the Corporation or The Official Tribe of Shabazz possesses a federal charter, federal recognition, tax exemption, governmental immunity, contracting preference, or other legal status unless that status has been independently established and documented under applicable law.

ARTICLE X — OWNER ACTION

A. REGULAR MEETINGS. The Tribal Council, acting as the owner's representative, shall meet at least twice annually to review the Corporation's business plan, budget, major enterprise activity, Board membership, and other matters reserved to the owner.

B. SPECIAL MEETINGS. Special meetings may be called by the Tribal Council or a majority of the Directors upon reasonable written notice stating the purpose of the meeting.

C. MEETING PROCEDURES. When acting on Corporation ownership matters, the Tribal Council shall act in its capacity as the owner's representative and shall record material decisions by resolution or in official minutes.

ARTICLE XI — BOARD OF DIRECTORS

A. MANAGEMENT AUTHORITY. The business and affairs of the Corporation shall be managed under the direction of its Board of Directors, subject to powers expressly reserved to The Official Tribe of Shabazz Tribal Council under this Charter.

B. NUMBER AND POSITIONS. The Board shall initially consist of five (5) Directors elected or appointed by the Tribal Council. The Board shall designate a Chairperson, Vice-Chairperson, Treasurer, and Secretary. The Tribal Council may change the number of Directors by resolution.

C. ELECTION OR APPOINTMENT. Directors shall be selected by the Tribal Council in accordance with tribal procedures and any bylaws adopted under this Charter.

D. TERM. Directors shall ordinarily serve three-year terms and may be reappointed or reelected.

E. INITIAL BOARD. The initial Board shall be designated by the Tribal Council when this Charter is ratified.

F. QUALIFICATIONS. Directors shall possess appropriate judgment, integrity, and business experience. Additional eligibility standards, including conflict-of-interest and criminal-history standards, may be established in the bylaws or Board policies.

G. DUTIES. Directors shall act in good faith, with reasonable care, and in the best interests of the Corporation and its owner.

H. CONFLICTS OF INTEREST. Directors shall disclose actual or potential conflicts, recuse themselves when appropriate, and comply with the Corporation's conflict-of-interest policy.

I. MEETINGS. The Board shall hold regular and special meetings as provided by the bylaws. Meetings may be conducted by electronic means when all participants can communicate contemporaneously.

J. QUORUM AND VOTING. A majority of serving voting Directors constitutes a quorum unless the bylaws provide a greater requirement. A majority of a quorum may act for the Board unless this Charter requires a greater vote.

K. RESIGNATION, REMOVAL, AND VACANCIES. Directors may resign and may be removed or replaced by the Tribal Council in accordance with this Charter and the bylaws.

L. COMPENSATION. Director compensation and expense reimbursement, if any, shall be reasonable, documented, and consistent with approved budgets and policies.

ARTICLE XII — OFFICERS AND STAFF

A. OFFICERS. The officers shall include the Chairperson, Vice-Chairperson, Treasurer, and Secretary, together with any additional officers established by the Board.

B. STAFF. The Board may establish staff positions, management positions, and operating-business leadership as necessary. Duties, authority, and compensation shall be stated in bylaws, policies, job descriptions, resolutions, or approved business plans.

C. OPERATING BUSINESSES. The Board may appoint managers or authorized representatives for individual businesses or brands operated under T.O.S Global Enterprise. Such managers shall have only the authority granted to them in writing.

D. COMPENSATION. Compensation and reimbursements shall be reasonable, documented, and consistent with approved budgets and policies.

ARTICLE XIII — INDEMNIFICATION

To the fullest extent permitted by applicable law and Corporation policy, the Corporation may indemnify current or former Directors, officers, employees, and authorized agents for reasonable expenses arising from actions undertaken in good faith within the scope of their authorized duties, excluding fraud, willful misconduct, gross negligence, criminal conduct, or actions outside the scope of authority.

ARTICLE XIV — EARNINGS, RESERVES, AND DISTRIBUTIONS

The Corporation may retain and reinvest earnings, establish operating and capital reserves, fund existing or new tribal-owned businesses, and make lawful transfers or distributions for the benefit of The Official Tribe of Shabazz as approved by the Board and, when required, the Tribal Council. No individual shall acquire a personal ownership interest in Corporation earnings merely by reason of tribal membership, office, employment, or Board service.

ARTICLE XV — REPORTS TO OWNER

A. The Corporation shall maintain complete and accurate financial and operating records using appropriate accounting practices.

B. The Board shall report to the Tribal Council at least quarterly concerning the Corporation's financial condition, material liabilities, major business activity, and significant actions of the Board and officers.

C. The Corporation's financial and operating records shall be reasonably available to the owner's authorized representatives, subject to confidentiality, privacy, privilege, and legitimate business restrictions.

D. The Board shall arrange for year-end financial reporting and, when appropriate or required, independent accounting review or audit.

ARTICLE XVI — CLAIMS, LIABILITY, AND WAIVERS

A. Nothing in this Charter constitutes a waiver of any right, defense, privilege, or immunity that The Official Tribe of Shabazz may independently possess under applicable law.

B. The Corporation shall not waive any right, defense, privilege, or immunity of The Official Tribe of Shabazz.

C. Any waiver by the Corporation of a defense or limitation that the Corporation itself lawfully possesses must be express, specific, in writing, limited to the identified transaction or dispute, and approved by Board resolution and by the Tribal Council when required by tribal law or this Charter.

D. No Corporation contract or waiver shall create liability against The Official Tribe of Shabazz, its property, or another tribal instrumentality unless the Tribal Council has expressly agreed in writing to such liability and the agreement is lawful.

E. The Corporation and each operating business shall comply with licensing, consumer-protection, tax, employment, travel-industry, commercial, and other laws applicable to the particular activity and jurisdiction in which it operates.

ARTICLE XVII — SEAL, TRADE NAMES, AND BRANDS

A. The Corporation may adopt an official corporate seal by resolution of the Board.

B. The Corporation may establish and own operating businesses, trade names, brands, logos, and service marks distinct from the name T.O.S Global Enterprise.

C. Each operating business may use its own consumer-facing identity while identifying its relationship to T.O.S Global Enterprise when appropriate, required by contract, or required by law.

ARTICLE XVIII — SUSPENSION OF BUSINESS; DISSOLUTION

A. The Corporation may be suspended, reorganized, or dissolved only by action authorized under this Charter and applicable tribal law.

B. The Board may recommend suspension or dissolution to the Tribal Council. Final approval shall require a duly adopted resolution of the Tribal Council.

C. Upon dissolution, the Corporation shall wind up its affairs, satisfy or make adequate provision for lawful liabilities, protect confidential and proprietary information, and transfer remaining assets to The Official Tribe of Shabazz or as otherwise lawfully directed by the owner.

D. Dissolution of the Corporation shall not, by itself, dissolve or alter the governmental existence of The Official Tribe of Shabazz.

ARTICLE XIX — AMENDMENTS

The authority to amend this Charter is vested in The Official Tribe of Shabazz Tribal Council. Amendments shall be adopted by written resolution in accordance with applicable tribal procedures and shall comply with any law applicable to the Corporation or the subject matter of the amendment.

ARTICLE XX — RATIFICATION AND CERTIFICATE OF ADOPTION

This Charter of Incorporation for T.O.S Global Enterprise is adopted by The Official Tribe of Shabazz Tribal Council as the governing organizational instrument of the Corporation. It shall become effective on the date of ratification stated below.

Adopted and Ratified by The Official Tribe of Shabazz Tribal Council:

SCHEDULE A

INITIAL OPERATING BUSINESSES AND BRANDS

The following operating businesses and brands may be formally added to this Schedule by resolution of the Board of Directors and/or The Official Tribe of Shabazz Tribal Council, as required by the Charter and bylaws.

1. NASIIR'S TRAVEL — A consumer-facing travel business operated under T.O.S Global Enterprise, subject to all host-agency agreements, supplier requirements, licensing requirements, and applicable travel-industry laws.

Additional operating businesses: _____

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