

Rustam Guiv Foundation Press Release - ZAMWI-01

From: Kersi Shroff [mailto:kersi.shroff@gmail.com]

Sent: Tuesday, June 10, 2014 9:37 AM

Dear Hormoz,

I have received your impassioned plea for maintaining "the first true Atashkadeh in the Washington DC Metropolitan area" and I am surprised to find myself in agreement with much of what you write with regard to "fighting for the community" (per e-mail forwarded by fs@uniconservices.com on June 8, 2014. I assume that you have written the letter in your capacity as President). I have no doubt that the Zoroastrian Center and Darbemehr of Metropolitan Washington (ZCDMW) has, as you say, a "special and sacred feeling," about the site in Vienna, Virginia.

Last December I joined the ZCDMW celebration of Asho Zarthosht's Birthday held at the Hunter Mill property and, at your request, I signed the petition urging that the property not be sold. Having personally spent, along with many of our Zoroastrian colleagues, long hours working on maintaining the property and on issues relating to the property I too have very special feelings for it. I still hope that there is some practical way left for the community to continue to keep the property.

I am also very pleased to see that ZCDMW is providing an assurance to keep the community "informed throughout our appeal" against the decision of the United States District Court for the Eastern District of Virginia, Alexandria Division in the case of Zoroastrian Center and Darb-E-Mehr of Metropolitan Washington, D.C., Plaintiff v. Rustam Guiv Foundation, Defendant, Civil Action No. 1-13-cv-980, Memorandum Opinion by Liam O'Grady, U.S. District Judge, dated May 12, 2014. I am attaching a copy of the Judge's Opinion for those who may be interested in reading it.

Writing from my very personal point of view based on my own experience, and without representing the opinions of anyone else, let me set out the following in order to provide a fuller picture of the situation dealing with the property at 2347 Hunter Mill Drive, Vienna.

You mention that the Rustam Guiv Foundation (RGF), the owners of the property, have a "hidden intention of unjustly and immorally selling the property." But, what also needs to be stated are the apparent grounds on which RGF terminated the 99-year Lease granted to ZCDMW. The original Lease had no termination clause, but in January 2009 ZCDMW signed an amendment to the Lease. Under this amendment, ZCDMW agreed that the construction of a Zoroastrian Center would be completed by March 13, 2011. ZCDMW further agreed that if the Center is not completed by March 15, 2013, "Lessor may by written notice terminate the Lease." The agreed upon dates passed, but no construction was completed or even started. On April 20, 2013, RGF sent ZCDMW a formal notice of the termination of the Lease. Thus, ZCDMW signed the amendment to the original Lease knowing well that a failure to construct the Center by the given date would give RGF a new right to terminate the lease.

ZCDMW was trying to develop the property by negotiating with a group of individuals to build a Cyrus museum or center in which some space was to be allotted for a Zoroastrian worship facility. All Zoroastrians would support the building of a museum or a heritage center that conveys the greatness of the life and reign of Cyrus, but ZCDMW's charter and the terms of the Lease, do not encompass such a joint development on the "sacred

property." I learned about this last year when I happened to visit the offices of a Virginia attorney, and was surprised to be told that the negotiations were at an advanced stage. I was informed that ZCDMW had signed and conveyed all the required documents, a stack of which was shown to me. The group was planning the development in reliance of ZCDMW's charitable status under the Internal Revenue Code, Sec. 501(c) (3). They had already drawn up an outline of the building that was to be constructed on the land. The only thing remaining to be done was to get the approval of the owners of the land, I was told. I did not keep further track of the matter, but I assume that the mixed development was not approved by RGF.

You have stated that RGF is "misleading our community by using Kamran Darbemehr as an excuse to justify" their intention of selling the property. Yet, ZCDMW appears to have done the same. It alleged in a document submitted to the Court that:

RGF thereafter became involved with a separate entity, the Zoroastrian Association of Metropolitan Washington, Inc., headed by Mr. Khodamorad Kamran, which was planning on building a worship center in Boyds, MD known as Kamran Darbe Mehr... As of this date and time, the Kamran Darbe Mehr has not been completed. Moreover, its ultimate fate is unknown, particularly in light of Mr. Kamran's death on February 9, 2013. Among the obstacles to completion of the facility are unresolved zoning issues and access to the property." (ZCDMW, Opposition to Motion for Judgment on the Pleadings, filed Sept. 9, 2013).

The references to zoning and access to property problems are misleading, and the late Mr. Kamran was not the head of ZAMWI. Moreover, RGF was not involved in any way with the construction and development of the Kamran Dare Mehr, except by way of donating a generous sum of money. Still, I am now happy to note that you are "pleased that Kamran Darbemehr is built and will continue supporting this effort."

ZCDMW also made the claim before the Court that "the lease was assigned to the Zoroastrian Association of Metropolitan Washington." (Memorandum Opinion, pg. 15). The Court expressly dismissed the claim by noting that in 2008 ZAMWI Trustees wrote to RGF that they had decided not to take [any further] assignment of the lease between ZCDMW and RGF.

Your statement that ZCDMW "spent countless hours and thousands of dollars in keeping and maintaining this sacred and holy property" is undoubtedly true. I know that ZCDMW has been paying heavy property taxes on the property for many years. However, you may not know that while ZAMWI was the sub-lessee or assignee during the periods of time that were allowed by ZCDMW, major expenditures were undertaken by ZAMWI also for re-modelling and maintenance of the facility and to set up a special Prayer Room behind the property. It was during these periods that the property was in actual use as a fully functional worship and community facility for everyone.

RGF is now claiming \$137,287.00 from ZCDMW for its legal costs of the case brought by ZCDMW. If they prevail, large sums of money, including ZCDMW's own legal costs, which also must be substantial, will have been spent from the funds donated to build a Dare Mehr. ZCDMW's decision to appeal the District Court's decision will further drain those funds.

You ask in your letter "What will happen to all our faithful members' donations to build our holy place of worship on this site?" Well, that is an answer that ZCDMW itself must provide as the funds were raised by and are deposited with ZCDMW, not RGF. A further question arises: "What will ZCDMW do with the donated funds if it loses the appeal as well?"

I note that the U.S. District Court has handed down a summary judgment against ZCDMW's claim, which means that there was no genuine legal issue as to any material fact and that RGF was entitled to judgment as a matter of law. I hope that the "Counsel's advice to appeal the decision" that your letter refers to is based on some substantial legal grounds that the District Court was unable to find.

Before ending, I sincerely recall the honorable and dedicated services provided by the greatly revered late General Timsar Khodarahm Sharyary to ZCDMW and to ZAMWI. I hope that his blessed memory will serve to guide us to find a solution to the vexed question of doing what is right for the donors and for the community at large.

Sincerely,

Kersi B. Shroff