

ZOROASTRIAN ASSOCIATION OF METROPOLITAN WASHINGTON, INC.

BYLAWS GOVERNING THE KAMRAN DARE MEHR OPERATIONS COMMITTEE

Background

The Zoroastrian Association of Metropolitan Washington, Inc. (“ZAMWI”), a religious corporation formed in the State of Maryland in 1979 and recognized as a tax-exempt entity under the Internal Revenue Code, section 501(c)(3), is the tenant under an executed lease agreement (“Lease Agreement”) for premises located at 15316 Barnesville Road, Boyds, Maryland 20841, known as the Kamran Dare Mehr (“KDM”), granted by the landlord, the Kamran Foundation, Inc. (“KFI”), a religious corporation formed in the State of Maryland in 2011, similarly recognized as a tax-exempt entity.

The Lease Agreement requires the KDM to be operated as a worship facility and community center for all Zoroastrians living in the Washington Metropolitan area.

The Lease Agreement is for an initial period of five years, starting on the date of issuance to KFI by Montgomery County, Maryland, of a Use and Occupancy Permit for the KDM. Under the Lease Agreement, at the end of the initial five-year period, the term of the lease will be extended for a further, longer period provided ZAMWI complies with the provisions of the Lease Agreement.

The Lease Agreement grants to ZAMWI the entire responsibility of the management, operations and maintenance of the KDM as a Zoroastrian worship facility and community center and to undertake any and all acts for fulfilling the purposes of its use.

ZAMWI was formed as a non-stock, not-for-profit Maryland corporation with members (hereinafter, ZAMWI’s members shall be referred to as “Members”). The operation and corporate governance of ZAMWI, as well as Members rights and obligations, are set forth in ZAMWI’s constitution and bylaws, as amended (“ZAMWI’s Constitution and Bylaws”).

Pursuant to ZAMWI’s Constitution and Bylaws, the Board of Trustees of ZAMWI is authorized to create committees for such purposes at their discretion. In order to fulfill ZAMWI’s obligations under the Lease Agreement, the Board of Trustees of ZAMWI desires to create a committee known as the Dare Mehr Operations Committee (“DOC”) that will be responsible for the management, operations and maintenance of the KDM.

Bylaws

NOW THEREFORE, in consideration and in furtherance of the above, ZAMWI hereby agrees to adopt the following terms governing the creation, authority and responsibilities of the DOC for the operations of the KDM into ZAMWI’s Constitution and Bylaws:

1. **CREATION; POWERS.** The DOC shall be created under ZAMWI. The DOC is authorized to make all decisions regarding the operations and maintenance of the KDM, subject to the Board of Trustees of ZAMWI's discretion. These include, but are not limited to, all repairs deemed necessary for the upkeep of the building and grounds of the KDM, including their maintenance, cleaning, landscaping, snowplowing, insurance coverage, and payment of utilities charges and taxes, rental to third parties and other related items as specified in the Lease Agreement.

2. **DOC PARTICIPANTS.** The DOC shall consist of three classes of participants: (1) Class A Participants; (2) Class B Participants; and (3) Class C Participants (collectively, Class A Participants, Class B Participants and Class C Participants shall be referred to as "Participants"). The DOC shall consist of a total of five (5) Participants comprised of two (2) Class A Participants, two (2) Class B Participants and one (1) Class C Participant. The number of Participants may not be increased or decreased unless such increase or decrease is approved by a majority vote of the Board of Trustees of ZAMWI, a majority vote of the Board of Directors of KFI and that the Board of Trustees of ZAMWI call a meeting of the Members, in accordance with ZAMWI's Constitution and Bylaws, whereby the Members approve the same in accordance to ZAMWI's Constitution and Bylaws.

(a) ***Election of Participants.*** The Class A Participants shall be elected by a majority vote of the Board of Trustees of ZAMWI. The Class B Participants shall be elected by the Members in accordance and pursuant to the terms set forth in ZAMWI's Constitution and Bylaws. The Class C Participant shall be elected by a majority vote of the Board of Directors of KFI.

(b) ***Term.*** Class A Participants shall serve for a three (3) year term and Class B Participants shall serve for a two (2) year term. Any Class A or Class B Participant may serve an indefinite number of terms; provided, however, that a Class A or Class B Participant may not serve for more than two (2) consecutive terms. A Class C Participant shall serve for a five (5) year term and may serve an unlimited number of terms. The Board of Trustees of ZAMWI shall have the absolute discretion to amend only the first two sentences of Section 2(b) for the five year period beginning as of the date these bylaws are accepted.

(c) ***Removal and Resignation.*** Class A Participants shall be subject to removal without cause at any time by majority vote of the Board of Trustees of ZAMWI. Class B Participants shall be subject to removal without cause at any time the Members in accordance and pursuant to the terms set forth in ZAMWI's Constitution and Bylaws. Class C Participants shall be subject to removal without cause at any time by majority vote of the Board of Directors of KFI. Any Participant may resign upon three (3) months written notice to the DOC; the three-month notice requirement is intended to allow the DOC the time needed to train another person to replace the departing Participant and to enable continuity of thought and process on the DOC.

(d) ***Vacancies.*** Any vacancy for a portion of a term that is created by removal, resignation, death or incapacity shall be filled as follows:

- (i) Any vacancy among Class A or Class B Participants shall be filled by majority vote of the Board of Trustees of ZAMWI.
- (ii) Any vacancy of a Class C Participant shall be filled by majority vote of the Board of Directors of KFI.

Any vacancies filled by such replacements shall only be for the remainder of the vacated term.

(e) ***Chairperson; Treasurer.*** There shall be a Chairperson, elected by the majority of the Participants, who shall preside over all the DOC meetings. The DOC shall also designate one Participant as the Treasurer. Only a Class A or Class B Participant may serve as Chairperson or Treasurer. Any Class A or Class B Participant may serve an indefinite number of terms as Chairperson or Treasurer; provided, however, that a Participant may not serve for more than two (2) consecutive terms.

(f) ***Compensation.*** No Participant shall receive compensation for his or her services as a Participant; provided, however, that reasonable and actual expenses incurred by a Participant on account of the DOC in the course of performing his or her duties shall be reimbursed. In no event shall any part of the net earnings from the operation of the KDM inure to the benefit of any Trustee, director, officer or Member of ZAMWI, or to the benefit of any other individual, within the meaning of 26 U.S.C. §501(c)(3) or any corresponding provisions of any subsequent or accompanying federal tax laws.

(g) ***Eligibility.*** Participants shall meet the same eligibility criteria that are required to serve on the ZAMWI Board of Trustees.

3. MEETINGS OF THE PARTICIPANTS OF THE DOC.

(a) ***Annual Meeting.*** The DOC shall meet at least annually and may consider any business that may properly come before the meeting.

(b) ***Special Meetings.*** Special meetings of the DOC shall be held upon the call of any Participant and at such reasonable time and place as may be fixed in any such call, and the notice of any such meeting shall state the matters to be acted upon at such meeting and shall be given to each Participant at least two (2) days prior to the date fixed for such meeting. Only matters set forth in the notice of the meeting may be acted upon at the special meeting. By unanimous consent in writing of all Participants, special meetings of the DOC may be held at any time and place without notice.

(c) **Vote.** Any matter before the DOC shall be approved by a simple majority vote of the Participants; provided, however, that the Class C Participant shall have the absolute authority to veto, for reasonable cause, any decision that has been approved by the DOC, which reasonable cause shall be determined in KFI's sole and absolute discretion. The Class C Participant should consider the interests of the Members, the integrity of the Kamran Dare Mehr and the Kamran Dare Mehr's standing in the surrounding area before exercising the veto and shall provide the reason for the veto to the DOC in writing. Notwithstanding the above, all Participants must act in good faith in discharging his or her duties as a Participant.

(d) **Quorum.** The presence in person of three (3) Participants (comprised of at least one Class A, Class B and Class C Participant) shall constitute a quorum for the transaction of any and all business at any meeting of the DOC. Action authorized by vote of a majority of the Participants is required for such action by these Bylaws. Should a quorum be broken by the departure from a meeting by one or more Participant, no further business may be conducted at that meeting unless the quorum is again restored.

(e) **Action by Consent.** Any action required or permitted to be taken at any meeting of the DOC may be taken without a meeting and without prior notice if a written consent in lieu of such meeting, which sets forth the action so taken, is signed either before or after such action by all Participants. All written consents may be drafted and executed in counterpart originals, and shall be filed with the minutes of the DOC's proceedings.

(f) **Meetings by Telephone or Similar Communications.** The Participants may participate in the DOC meetings by means of conference telephone or similar communications equipment, whereby all Participants participating in the meeting can hear each other at the same time and participation in any such meeting shall constitute presence in person by such Participant at such meeting. A written record shall be made of all actions taken at any meeting conducted by means of a conference telephone or similar communications equipment.

4. **BUSINESS RELATIONSHIPS.** The DOC shall maintain businesslike relations with all parties concerned and shall use its best efforts at all times to operate and maintain the KDM for the Zoroastrian community according to the highest standard achievable consistent with the provisions of the Lease Agreement. The DOC shall negotiate and enter into service, supply and labor contracts which may be required in the ordinary course of business of operating the KDM including, without limitation, with contractors for electricity, telephone, cleaning, grounds maintenance, security, and other appropriate services. The DOC should obtain the best terms when purchasing goods or services whenever possible and seek competitive bids for any contract for services or purchases.

5. **ANNUAL BUDGET.** A major objective of the DOC shall be to earn enough income from the operations of the KDM in order to attain financial self-sufficiency. The DOC must

provide an annual budget to the Board of Trustees of ZAMWI, for their approval, no later than sixty (60) days before the start of the calendar year. ZAMWI shall provide sufficient funds to the DOC to finance its operations; but it is expected that the DOC's annual budget will be structured in a manner that facilitates financial self-sufficiency of the KDM, to the extent possible and feasible. As part of each annual budget, the DOC shall develop and revise its plan to maximize the use of the KDM as a Zoroastrian worship facility and community center.

6. **COMPLIANCE WITH LOCAL LAWS.** The DOC shall operate the KDM in conformity with all local, state and federal laws and regulations.

7. **ZAMWI APPROVAL.**

(a) ***Consent.*** The DOC shall not enter into any contract having a term of more than two (2) years or involving expenditures in excess of twenty-five thousand dollars (\$25,000.00) per year without the Board of Trustees of ZAMWI's prior written consent, except in cases of emergencies.

(b) ***Miscellaneous.*** The DOC shall require all contractor(s) to provide evidence of sufficient insurance coverage prior to commencing repairs or maintenance on the KDM. The DOC shall carry out all necessary or desirable repairs, interior and exterior cleaning, painting and decorating, plumbing, replacements, improvements and other normal maintenance and repair work in the KDM as are customarily carried out in the operation of a worship facility.

8. **RECORDS.** The DOC shall maintain financial records of expenditures incurred on a cash basis, submit an annual budget to the Board of Trustees of ZAMWI (in accordance with Section 5), and prepare an annual statement of accounts relating to its operations. The annual statement that will be presented within sixty (60) days after the end of each calendar year shall consist of:

- (a) Consolidated statement of receipts and disbursements;
- (b) Income and expense (profit & loss) statement;
- (c) Consolidated bank statements; and
- (d) A balance sheet and operating accounts

The DOC shall maintain the financial records relating to KDM in an organized system of office records, books and accounts. Such records shall be subject to examination by the Board of Trustees of ZAMWI or its authorized agents, accountants, or attorneys upon demand.

9. **BANK ACCOUNTS.** All bank checks issued by the DOC shall be signed by either the Chairperson or the Treasurer for amounts of \$10,000 or less; checks in excess of \$10,000 will

require any two signatures from the following three offices: Chairperson, Treasurer or ZAMWI's Treasurer.

10. **RENTAL OF THE KDM.** The DOC is authorized, at its discretion, subject to the Board of Trustees of ZAMWI's direction, to make available for third party use all or part of the KDM for short and temporary rentals at hourly rates set by the DOC. The space designated as the Prayer Room and Sanctuary shall not be rented to non-Zoroastrians. The DOC shall supervise such rentals and ensure that the KDM is used in a manner appropriate to the terms of the Lease Agreement. Except as otherwise set forth herein, the DOC may set the rules and regulations for the use of the KDM by third parties; provided, however, that such rules and regulations are not in violation of any local, state or federal law.

11. **VOLUNTEER BASIS.** All Participants shall serve in a volunteer capacity.

12. **AMENDMENTS.** Except as provided, these Bylaws may be amended or altered only upon the written consent of a majority of the Board of Trustees of ZAMWI. Any amendment or alteration to exclude a Class C Participant from a right or obligation that such Class C Participant had or to Paragraphs 1, 2, 2(a), 2(b) as it pertains to Class C Participants, 2(c) as it pertains to Class C Participants, 2(d), 2(f), 2(g), 3, 4, 6, 7(b), 10, 11 or 12 shall require the written consent of a majority of the Board of Trustees of ZAMWI and a majority of the Board of Directors of KFI. Any repeal of the Bylaws, additions or deletions that would affect the Class C Participant's rights or obligations shall require the written consent of a majority of the Board of Trustees of ZAMWI and a majority of the Board of Directors of KFI.

13. **CAPITALIZED TERMS.** Any capitalized terms not defined herein shall have the meaning assigned to such terms under ZAMWI's Constitution and Bylaws.

14. **INDEMNIFICATION.** Each DOC Participant shall, at all times, be indemnified and held harmless from and against all costs (including attorneys' fees), charges and expenses which such Participant sustains or incurs as a result of any action, suit or proceeding brought, initiated or prosecuted against such Participant in respect of any act, deed or matter undertaken by such Participant in the execution of such Participant's responsibilities.

15. **RIGHTS OF KFI.** Nothing in these Bylaws shall be read or construed as providing KFI any rights or obligations to ZAMWI (excluding any other agreements that ZAMWI and KFI may enter into).

THESE BYLAWS WERE APPROVED BY ZAMWI IN ACCORDANCE TO THE PROVISIONS OF ITS BYLAWS PURSUANT TO _____.

SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO THESE BYLAWS,
THE KAMRAN FOUNDATION, INC., THROUGH ITS PRESIDENT, BANO O KAMRAN,
JOINS IN SIGNING THESE BYLAWS.

KAMRAN FOUNDATION, INC.

By: _____(SEAL)
Banoo Kamran, President