AGREEMENT

This agreement between SHANTI PROJECT (SHANTI) and SAN FRANCISCO AIDS FUND (S.F. AIDS) is effective from the date written below and is made with reference to the following facts, terms and conditions:

1. SHANTI is a nonprofit organization with tax exempt status under Internal Revenue Code Section 501(c)(3) and California Revenue and Taxation Code Section 23701d.

2. S.F. AIDS is a nonprofit, charitable association in the process of incorporating as a California nonprofit public benefit corporation and obtaining federal and state tax exempt status.

3. SHANTI agrees to assist S.F. AIDS in its fund raising activities by accepting all donated funds designated for and on behalf of S.F. AIDS. It is understood that the individual donors of the funds shall receive the benefit of a charitable tax deduction under SHANTI's federal and California tax exempt status.

4. All funds donated to SHANTI as a contribution for S.F. AIDS shall be granted to and become the property of S.F. AIDS.

5. S.F. AIDS agrees to use the funds obtained through SHANTI for the sole purposes permitted under Internal Revenue Code Section 501(c)(3), and Regulations thereunder, namely charitable, scientific, educational and community services purposes. S.F. AIDS shall not attempt to influence legislation, either directly
or indirectly, engage in propaganda activities, or intervene in any political campaign on behalf of any candidate for public office.

6. The goals, purposes and terms of this agreement shall be carried out as follows:

(a) A separate checking account shall be opened in the name of "Shanti Project/San Francisco AIDS Fund". The secretary-treasurer of SHANTI and one or more of the officers or members of S.F. AIDS shall be signatories on the bank account.

(b) All checks contributed to S.F. AIDS shall be made out to "Shanti Project/San Francisco AIDS Fund", or "Shanti Project" but designated for S.F. AIDS, and placed in the separate checking account. The checks shall be endorsed "Shanti Project/San Francisco AIDS Fund". S.F. AIDS designated signatories shall be entitled to withdraw funds at will from this checking account.

(c) S.F. AIDS shall keep books and records showing the amount of contributions received through SHANTI and expenditures made. Copies of these books and records shall be submitted to SHANTI each month for its monthly review of the S.F. AIDS' financial status and purposes in accordance with this agreement, and they shall be retained permanently by SHANTI.

(d) S.F. AIDS shall establish its own post office box for the solicitation of contributions in order to keep these funds separate from other SHANTI funds.

(e) SHANTI shall receive five percent (5%) of all funds contributed to S.F. AIDS through SHANTI as a fee for administration and bookkeeping expenses in connection with this project.

(f) S.F. AIDS shall be subject to the legal and
financial governing rules and regulations of SHANTI.

(g) To enhance and promote the common purposes of SHANTI and S.F. AIDS, one or more members of each organization shall serve on the Board of Directors or committees of the other organization.

7. This agreement may be terminated at any time in writing by either SHANTI or S.F. AIDS. Any funds received by SHANTI for S.F. AIDS shall be released to S.F. AIDS upon termination. S.F. AIDS shall pay to SHANTI all fees due and payable as of the date of termination.

8. This agreement may be amended in writing at any time and from time to time. This instrument contains the sole and only agreement of the parties, and it supercedes all other prior agreements, representations or understandings.

Executed this ___ day of __________, 1983, at San Francisco, California.

SHANTI PROJECT

By__________________________________________

SAN FRANCISCO AIDS FUND

By__________________________________________

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RESOLUTION

RESOLVED:

That Shanti Project agrees to assist San Francisco A.I.D.S. Fund, a non-profit, charitable association, in fund raising activities by accepting all donated funds designated for and on behalf of San Francisco A.I.D.S. Fund; that all of such donated funds shall be granted to San Francisco A.I.D.S. Fund for the sole purposes permitted under Internal Revenue Code Section 501(c)(3) and Regulations, specifically charitable, scientific, educational and community service purposes; that individual donors shall receive the benefit of a charitable tax deduction for the said donations under the Shanti Project's federal and California tax exempt status; that San Francisco A.I.D.S. Fund shall be subject to the legal and financial governing rules of Shanti Project.

CERTIFICATION

The undersigned, duly elected and acting secretary of the Shanti Project, certifies that the above copy of a Resolution adopted by the Directors at a duly held meeting at which a quorum was present is a true and accurate copy and that the Resolution has not been rescinded or modified as of the date of this certification.

Dated: 5/20/83

[Signature]
Secretary
May 29, 1987

Eric Rofes  
Executive Director  
Shanti Project  
525 Howard Street  
San Francisco, California 94105

Dear Mr. Rofes:

I have been reading, with great interest, the media reporting of your redirection of the Shanti organization. Finally someone in a position of authority in one of the heretofore gay white male AIDS service organizations has formally recognized the changing face of AIDS and is taking the actions necessary to meet the new challenges. I applaud your initiative.

We were introduced at the AIDS Foundation's Leadership dinner by Darrell Yee. I am a member of the AIDS Emergency Fund Board of Directors. I have encountered resistance on the part of the leadership of the AEF with respect to preparing for our own future. I have been told several times to 'remember our roots'. This is a very restrictive position which time and reality must negate in order for the AEF to take the actions necessary to ensure its survival.

I am also involved with the Wedge Program, taking AIDS education into high school classrooms. My message to the students is that AIDS is not a gay disease, everyone is vulnerable, so the resistance on the part of the AEF leadership to look outside the gay community has been particularly frustrating for me.

I am hoping your example will open the eyes of the AEF leadership, and other organizations because I'm sure we are not the only group with our head buried in the sand.

I wish you much success in your new endeavors.

Sincerely,

James M. Ashley  
355 Buena Vista E, #208W  
San Francisco, California 94117
May 31, 1989

James M. Ashley  
355 Buena Vista E.  #208W  
SF, CA  94117

Dear Mr. Ashley,

I wanted to send you a quick note of thanks before I dash off to Montreal for the International Conference.

Your kind words come at a good time. While I am in fact moving us towards serving other communities, I do not intend to deny our gay base (as the BAR piece insists). If you have a moment, read my unconscionably long letter to the editor in this next week's edition. It explains my perspective; I hope you'll still support my efforts after reading this.

It's a complicated issue to serve new communities and respond to the changing face of AIDS. We're gonna make a good try at it. Thanks for rooting for us.

Sincerely yours,

Eric E. Rofes  
Executive Director  
EER/1b

PS: Are you a pal (or ex) of Dan Warner? Your name strikes me as if you might be. If not, ignore this silly PS.