

LICENSE AGREEMENT

2299 MARKET STREET, INC., DBA THE AIDS/HIV LIFE CENTER, a California nonprofit, public benefit corporation (hereinafter called "Life Center"), hereby grants to THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation (hereinafter called "University"), permission to enter 400 Castro Street, San Francisco (hereinafter called "Premises") for the purpose to operate a non-profit social services center which provides services to the HIV/AIDS community, and further, that Life Center agrees that the University shall provide such services in Life Center's behalf.

This license is granted upon the following terms and conditions, which University and Life Center acknowledge and accept by signature below:

1. Life Center and University hereby agree by their authorized representatives that the Life Center will prepare 400 Castro so that the University will be able to utilize the space to provide HIV/AIDS services as University shall determine in its sole discretion appropriate, and at all times operate in a manner fully consistent with Life Center's documents, conditions and obligations as related to the provision of services by the University and attached as Exhibit "A".
2. In its performance of work pursuant hereto, University shall comply with all applicable laws, ordinances, regulations and requirements of federal, state, and local governmental authorities having jurisdiction.
3. University shall conduct its activities at all times while on Life Center property in such a manner as to cause no interference with the normal operations and activities of the Life Center or other building tenants.
4. Nothing in this license agreement shall be construed as a dedication by Life Center to the University, or as a grant to the University, of an easement, right-of-way, or other property interest in any portion of the Life Center's Premises.
5.
 - a. University shall defend, indemnify, and hold Life Center harmless from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents, or employees.
 - b. Life Center shall defend, indemnify, and hold University harmless from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damage arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury of damages are caused by or result from the negligent or intentional acts or omissions of Life Center, its officers, agents, or employees.

6 University, at its sole cost and expense, shall insure its activities in connection with this License and obtain, keep in force and maintain insurance as follows:

a. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) or an equivalent program of self-insurance with minimum limits as follows:

- | | | |
|----|--------------------|---------------------|
| 1. | Each Occurrence | \$ <u>1,000,000</u> |
| 2. | General Aggregate* | \$ <u>1,000,000</u> |

*applicable to commercial form only

If such insurance or program of self-insurance is written on a claims-made form following termination of this License, coverage shall survive for a period of not less than three years. Coverage shall provide for a retroactive date of placement coinciding with the execution date of this License.

b. Property Insurance, Fire and Extended Coverage Form, or an equivalent program of self-insurance in an amount sufficient to reimburse University for all of its equipment, trade fixtures, inventory, fixtures and other personal property located on or in the Premises.

The insurance and the coverages referred to under (b) of this Section 6 shall be endorsed to include Life Center, Bank of America and The Lurie Company, each as an additional insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of University, its officers, agents, employees; or any person or persons under University's direct supervision and control, and then only to the extent such supervision and control is required by law. University, upon the execution of this License, shall furnish Life Center with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further make provisions for thirty (30) day advance written notice to Life Center of any modification, change or cancellation of any of the above insurance coverages.

It should be expressly understood, however, that the coverages required herein shall not in any way limit the liability of University, its officers, agents, partners, or employees.

7. Life Center, at its original cost and to be passed on to the University as an expense, shall insure its activities in connection with this License and obtain, keep in force and maintain insurance as follows:

a. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with minimum limits as follows:

- | | | |
|----|--------------------|---------------------|
| 1. | Each Occurrence | \$ <u>1,000,000</u> |
| 2. | General Aggregate* | \$ <u>1,000,000</u> |

*applicable to commercial form only

If such insurance is written on a claims-made form following termination of this License, coverage shall survive for a period of not less than three years. Coverage shall provide for a retroactive date of placement coinciding with the execution of this License.

- b. Fire and extended coverage in an amount equal to one hundred percent (100%) of the full replacement value of the Life Center's improvements to the Premises to conform with then current codes and the costs of demolition and debris removal, excluding land and the footings, foundations and installations below the basement level.

The insurance and the coverages referred to under (a) and (b) of this Section 7 shall be endorsed to include University as an additional insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of Life Center, its officers, agents, partners, employees; or any person or persons under Life Center's direct supervision and control, and then only to the extent such supervision and control is required by law. Life Center upon the execution of this License shall furnish University with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further make provisions for thirty (30) day advance written notice to University of any modification, change or cancellation of any of the above insurance coverages.

It should be expressly understood, however, that the coverages required herein shall not in any way limit the liability of Life Center, its officers, agents, partners, or employees.

- 8. The term of this license shall begin upon its execution and shall end three (3) years after the date of 400 Castro's opening to the public for the provision of services.
- 9. Life Center hereby grants to University a license to use, and have twenty-four hour per day access to, the premises for the term of this license. This license shall be granted on a cost-free basis, except that University shall pay for University's janitorial and utilities costs and for Life Center's insurance costs as required in paragraph 7 of this agreement.
- 10. This license may be revoked or terminated by either party with ninety (90) day prior written notice.
- 11. Any notice provided for herein shall be given in writing by personal services or deposited in the United States mail, postage prepaid. The parties' respective addresses, for the purpose of giving notices, are as follows:

To University: Contract & Lease Coordinator
University of California San Francisco
1855 Folsom Street, Suite 566
San Francisco, CA 94143-0286

with a copy to: Dr. James W. Dilly
Aids Health Project/UCSF
400 Castro Street
San Francisco, CA 94114

To Life Center: Paul Dirdak
Executive Director



with a copy to: Ira K. Glasser



Either party may change its address by providing written notice thereof to the other party at any time.

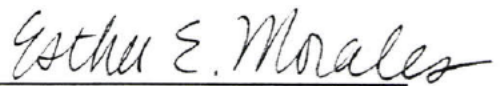
13. University shall not assign to any third party all or any part of this agreement, nor any interest herein, without the Life Center's sole and discretionary prior written consent.
14. This agreement shall be construed and enforced in accordance with the laws of the State of California; the parties agree to resort solely to the courts of the State of California for any relief under this agreement.
15. This agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements respecting such subject matter. No waiver, modification or addition to this agreement shall be binding unless expressed in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this license agreement as of March 14, 1995.

Paul Dirdak
2299 Market Street, Inc.
DBA The AIDS/HIV Life Center

The Regents of the
University of California

By: 

By: 

Title: Executive Director

Title: Contract & Lease Coordinator

EXHIBIT "A"

Master Lease
Consent to Sublease and Amendment of Lease
Memorandum of Understanding

SUBLEASE

This Sublease is made ^{as of} this 31st day of December, 1994, by and between BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a national banking association ("Sublandlord") and 2299 MARKET STREET, INC., DBA THE AIDS/HIV LIFE CENTER, a California nonprofit, public benefit corporation ("Subtenant").

WITNESSETH:

1. Recitals. This Sublease is made with reference to the following facts:

1.1 The Lurie Company ("Master Landlord") and Sublandlord, as tenant, entered into a written lease dated April 28, 1966, a copy of which is attached hereto as Exhibit A ("Master Lease") covering premises described in the Master Lease Exhibit A ("Leased Premises").

1.2 The Master Lease was amended by the Agreement for Extension of Lease ("Amendment") dated January 8, 1991 to, among other things, extend the term of the Master Lease until April 30, 2001. Such Amendment is included in any reference to Master Lease in this Agreement. The Master Lease was also amended by the Consent to Sublease and Amendment of Lease ("Amendment 2") dated December ____ 1994. Said Amendment 2 is included in any reference to Master Lease in this Agreement.

1.3 Subtenant desires to sublet a portion of the Leased Premises as more particularly described in Paragraph 2.2 and Exhibit B (the "Premises") from Sublandlord on the terms and conditions contained in this Sublease.

2. Basic Sublease Provisions.

2.1 Property:

Building or

Project Name: Castro-Market Branch of
Bank of America #261

Premises Address: 400 Castro Street
San Francisco, CA

2.2 Rentable Area of Premises: total area of approximately 4,680 square feet, as shown in the floor plans attached to this Agreement as Exhibit B-1, and which includes the following areas:

Ground Floor	2,172 square feet
Mezzanine	884 square feet
Basement	1,624 square feet

2.3 Commencement Date: December 31, 1994.

2.4 Termination Date: Three (3) years from the date that Subtenant opens for business, unless sooner terminated pursuant to Option to Terminate as set forth in Section 15 of this Agreement.

2.5 Expiration Date: March 31, 2001.

2.6 Basic Rent: \$1.00 per year. The duty to pay rent under this Sublease shall commence six months after the Commencement Date. All rent shall be paid without demand, deduction, set-off or counter claim, in advance of the first day of each calendar month following such rent Commencement Date during the term of this Sublease, and in the event of a partial rental month, rent shall be prorated on the basis of a thirty (30) day month.

2.7 Permitted Use: Operation of a nonprofit social services center which provides services to the HIV/AIDS community and ticket office.

2.8 Acceptance of Premises: Except for the deferred maintenance work as set forth in Exhibit C which Sublandlord shall perform prior to the Commencement Date, Subtenant agrees to accept

the Premises in an "as is" condition. Without limiting the foregoing, Subtenant's rights in the Premises are subject to all local, state and federal laws, regulations and ordinances governing and regulating the use and occupancy of the Premises and subject to all matters now or hereafter of record. Subtenant acknowledges that neither Sublandlord nor Sublandlord's agent has made any representation or warranty as to:

(a) the present or future suitability of the Premises for the conduct of Subtenant's business;

(b) the physical condition of the Premises;

(c) the expenses of operation of the Premises;

(d) the safety of the Premises, whether for the use of Subtenant or any other person, including Subtenant's employees, agents, contractors, invitees or customers; or

(e) any other matter or thing affecting or related to the Premises.

(f) Sublandlord shall, to the best of Sublandlord's knowledge, disclose to Subtenant all facts, and deliver copies of all documents, which are in Sublandlord's actual possession as of the date of execution of this Sublease that pertain to the condition of the Premises.

(g) "To the best of Seller's knowledge" means that the facts in question are actually known (as opposed to imputed, inquiry or constructive knowledge) to Patricia Morris of Sublandlord, without any due diligence or duty of inquiry. Sublandlord shall have no duty of investigation with respect to any representation made to the best of its knowledge and shall not be charged with "constructive", "inquiry", "imputed" or deemed knowledge. Further, Sublandlord's obligations to disclose matters "known to Seller" shall be deemed breached only if John Davis of Sublandlord, had actual knowledge (as opposed to imputed or constructive knowledge) of the falsity of such matter not disclosed to Subtenant.

(h) Sublandlord does not make any representation or warranty, express or implied, as to the accuracy or

completeness of any information contained in Sublandlord's files or in the documents produced by Sublandlord, including, without limitation, any environmental audit or report. Subtenant acknowledges that Sublandlord and Sublandlord's affiliates shall have no responsibility for the contents and accuracy of such disclosures, and Subtenant agrees that the obligations of Sublandlord in connection with this Sublease shall be governed by this Sublease irrespective of the contents of any such disclosures or the timing or delivery thereof.

Subtenant acknowledges that no rights, easements or licenses are acquired by Subtenant by implication or otherwise except as expressly set forth herein. Subtenant shall, prior to delivery of possession of the Premises, inspect the Premises and become thoroughly acquainted with their condition, and acknowledges that the taking of possession of the Premises by Subtenant shall be conclusive evidence that the Premises were in good and satisfactory condition at the time such possession was so taken.

Subtenant specifically agrees that Sublandlord has no duty to make any disclosures concerning the condition of the Property and the Premises and/or the fitness of the Property and the Premises for Subtenant's intended use, except as set forth in this Sublease, and Subtenant expressly waives any duty which Sublandlord might have to make any such disclosures. Subtenant further agrees that, in the event Subtenant subleases all or any portion of the Premises pursuant to Paragraph 16 of this Sublease, Subtenant will indemnify and defend Sublandlord (in accordance with Paragraph 14 hereof) for, from and against any matters which arise as a result of Subtenant's failure to disclose any relevant information about the Property or the Premises to any subtenant or assignee. Subtenant shall comply with all laws and regulations relating to the use or occupancy of the Premises, including, without limitation, making structural alterations or providing auxiliary aids and services to the Premises as required by the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (the "ADA").

2.9 Address for payment of rent and notices:

For Sublandlord:

Address for Notices:

Bank of America, NT&SA
560 Davis Street
San Francisco 94111
Attn: Real Estate Manager
(415) 953-0500

Address for Rent:

Bank of America, NT&SA
File #6907
P. O. Box 60000
San Francisco, CA 94160

For Subtenant:

2299 Market Street, Inc.
DBA The AIDS/HIV Life Center
1675 California Street
San Francisco, CA 94109
Attn: Ira K. Glasser

3. Incorporation By Reference; Assumption.

3.1 Subtenant represents that it has read and is familiar with the terms of the Master Lease. All of the Sections of the Master Lease are incorporated into this Sublease as if fully set forth in this Sublease except for the following:

(a) Section 11 (Repairs to and Replacement of Building Damaged or Destroyed);

(b) Section 24 of the Master Lease (Option for Extended Term) and Section 3 of the Amendment (Option to Extend);

(c) Section 26 (First Refusal); and

(d) Section 27 (Option to Exchange);

and the following Sections are modified as follows:

(e) Section 4 (Taxes and Assessments), paragraph 1 of the Master Lease shall not apply to this Sublease but the matters set forth there shall be governed by Paragraph 7 of this Sublease. All the remaining provisions of Section 4 of the Master Lease shall be incorporated into this Sublease as if fully set forth herein;

(f) Section 8 (Repairs, Alterations & Improvements) of the Master Lease shall not apply to this Sublease but the matters set forth there shall be governed by Paragraph 18 of this Sublease;

(g) Section 12 (Alterations, Additions & Repairs) of the Master Lease shall not apply to this Sublease but the matters set forth there shall be governed by Paragraph 19 of this Sublease;

(h) Section 14 (Holding Over) of the Master Lease shall not apply to this Sublease but the matters set forth there shall be governed by Paragraph 20 of this Sublease;

(i) Section 15 (Assigning and Subletting) of the Master Lease shall not apply to this Sublease but the matters set forth there shall be governed by Paragraph 14 of this Sublease; and

(j) Section 16 (Default of Lessee) of the Master Lease shall be changed to read that the Subtenant shall have twenty (20) days to cure or commence such cure if default cannot be cured within the period stated in the Master Lease. Such failure to cure or commence cure shall constitute a material default of this Sublease. Sublandlord on its own initiative may on its own initiative, take the steps necessary to cure the default at the expense of the Subtenant. Subtenant shall remit payment for such curative action as additional Rent under this Sublease. All the remaining provisions of Section 16 of the Master Lease shall be incorporated into this Sublease as if fully set forth herein.

3.2 If any provisions of this Sublease conflict with any portion of the Master Lease as incorporated herein, the terms of this Master Lease shall govern.

3.3 Subtenant shall assume and perform to Sublandlord the obligations under the Master Lease provisions to the extent that the provisions are applicable to the Premises.

3.4 Sublandlord does not assume the obligations of the Master Landlord under the Master Lease.

3.5 With respect to obtaining approvals or the performance of any other obligations required of Master Landlord under the Master Lease, Sublandlord's sole obligation with respect thereto shall be to request the same, on request in writing by Subtenant, and to use reasonable efforts to obtain the same from Master Landlord. Subtenant shall cooperate with Sublandlord as may be required to obtain from Master Landlord any such approvals or performance of any of Master Landlord's other obligations under the Master Lease.

4. Subtenant's Performance Under Master Lease. At any time and on reasonable prior notice to Subtenant, Sublandlord can elect to require Subtenant to perform its obligations under this Sublease directly to Master Landlord, in which event Subtenant shall send to Sublandlord on a timely basis copies of all notices and other communications it shall send to and receive from Master Landlord.

5. Covenant Of Quiet Enjoyment: Sublandlord represents that the Master Lease is in full force and effect and that there are no defaults on Sublandlord's part under it as of the Commencement Date set forth in Paragraph 2.4 above. Subject to this Sublease terminating as provided in Paragraphs 6.2 and 21 below, Sublandlord represents that if Subtenant performs all the provisions in this Sublease to be performed by Subtenant, Subtenant shall have and enjoy throughout the term of this Sublease the quiet and undisturbed possession of the Premises. Sublandlord shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times, for the purpose of inspecting the condition of the Premises and for verifying compliance by Subtenant with this Sublease and the Master Lease and to permit Sublandlord to perform its obligations under this Sublease and the Master Lease.

6. Master Lease.

6.1 Subtenant shall not do or permit to be done anything which would constitute a violation or breach of any of the terms, conditions or provisions of the Master Lease or which would cause the Master Lease to be terminated or forfeited by virtue of any risks of termination or forfeiture reserved by or vested in Master Landlord.

6.2 If the Master Lease terminates, this Sublease shall terminate and the parties shall be relieved from all liabilities and obligations under this Sublease; except that if this Sublease terminates as a result of a default of one of the parties under this Sublease or the Master Lease, the defaulting party shall be liable to the non-defaulting party for all damage suffered by the non-defaulting party as a result of the termination. Any dispute pursuant to this Paragraph shall be submitted to arbitration in accordance with Paragraph 8 below.

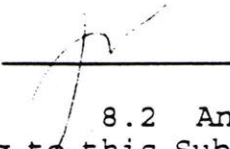
7. Taxes and Assessments.

Subtenant shall pay all taxes assessed on any or all personal property and trade fixtures in possession of Subtenant, or installed by or for Subtenant upon or about the Premises. Said obligations are assumed by Subtenant whether such assessments are made against Subtenant in the first instance or against Sublandlord or Master Landlord as the owner of the Premises.

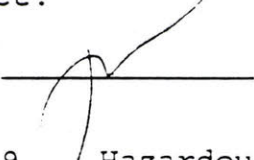
8. Dispute Resolution:

8.1 NOTICE: BY INITIALLING IN THE SPACE BELOW, YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE DISPUTE RESOLUTION PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT BY JURY TRIAL. BY INITIALLING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE DISPUTE RESOLUTION PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO
SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE DISPUTE
RESOLUTION PROVISION TO NEUTRAL ARBITRATION.

 KH AD

8.2 Any controversy or claim arising out of or relating to this Sublease or any agreements or instruments relating hereto or delivered in connection herewith, including but not limited to a claim based on or arising from an alleged tort will, at the request of any party, be determined by arbitration in accordance with the Federal Arbitration Act (9 U.S.C. Section 1 et. seq.) under the auspices and rules of the American Arbitration Association (the "AAA"). The AAA shall be instructed by either or both of the parties to prepare a list of judges who have retired from the Superior Court of the State of California, a higher California court or any Federal court. Within ten (10) day's receipt of the list, each party may strike one (1) name from the list. The AAA shall then appoint the arbitrator from the name(s) remaining on the list. The arbitration proceeding shall be conducted in San Francisco. Any controversy in interpretation or enforcement of this provision, or whether a dispute is arbitrable, shall be determined by the arbitrator. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or in pursuit of a provisional or ancillary remedy does not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration. Notwithstanding anything to the contrary in the foregoing, the parties hereto acknowledge and agree that the provisions of this Paragraph 8 will not apply to any summary proceedings to obtain possession of real property pursuant to Chapter 4 of the California Code of Civil Procedure (Section 1159 et seq.) as amended from time to time or any similar law, statute or ordinance now or hereafter in effect.

 KH AD

9. Hazardous Materials. For the purposes of this Sublease, the following terms have the following meanings:

(a) "Hazardous Materials Laws" means any and all laws, statutes, ordinances or regulations pertaining to health, industrial hygiene or the environment including,

without limitation, CERCLA (Comprehensive Environmental Response Compensation and Liability Act of 1980) and RCRA (Resources Conservation and Recovery Act of 1976).

(b) "Hazardous Materials" means asbestos or any substance, material or waste which is or becomes designated, classified or regulated as being "toxic" or "hazardous" or a "pollutant" or which is or becomes similarly designated, classified or regulated under any federal, state or local law.

At its own expense, Subtenant will procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for Subtenant's use of the Premises, including, without limitation, discharge of appropriately treated materials or wastes if caused or created by use of Premises by Subtenant, its officers, employees, agents, invitees or permittees into or through any sanitary sewer serving the Premises. Except as discharged into the sanitary sewer in strict accordance and conformity with all applicable Hazardous Materials Laws, Subtenant will cause any and all Hazardous Materials removed from the Premises to be removed and transported solely by duly licensed haulers to duly licensed facilities for final disposal. Subtenant will, in all respects, handle, treat, deal with and manage any and all Hazardous Materials in, on, under or about the Premises in total conformity with all applicable Hazardous Materials Laws and prudent industry practices regarding management of such Hazardous Materials. Upon expiration or earlier termination of the term of this Sublease, Subtenant will cause all Hazardous Materials placed on, under or about the Premises by Subtenant or at Subtenant's direction to be removed and transported for use, storage or disposal in accordance and compliance with all applicable Hazardous Materials Laws. Subtenant will not take any remedial action in response to the presence of any Hazardous Materials in or about the Premises or any building, nor enter into any settlement agreement, consent decree or other compromise in respect to any claims relating to any Hazardous Materials in any way connected with the Premises without first notifying Master Landlord and Sublandlord of Subtenant's intention to do so and affording Master Landlord and Sublandlord ample opportunity to appear, intervene or otherwise appropriately assert and protect Master Landlord's and Sublandlord's interests with respect thereto.

10. Signs. Subtenant shall not attach or affix any signs to the Building without the prior written consent of Sublandlord,

which consent shall not be unreasonably withheld. Such signage must also be approved by the requisite regulatory agencies having jurisdiction over Subtenant and shall be in keeping with the architectural characteristics of the Building and at Subtenant's sole cost and expense.

11. Insurance

11.1 At its sole cost and expense, Subtenant will obtain and keep in force during the term of this Sublease, fire and extended coverage insurance on the Subtenant improvements, fixtures, furnishings and equipment in and upon the Premises in an amount not less than 100% of the full replacement cost (without deduction for depreciation) thereof. All amounts received under the insurance specified in this Paragraph 11.1 will first be applied to the payment of the cost of repair or replacement of any of the Subtenant improvements, fixtures, furnishings and equipment that are damaged or destroyed or, if this Sublease terminates prior to such repair or replacement being made, will be paid to Sublandlord or Master Landlord to the extent that the improvements, fixtures, furnishings and equipment that are damaged or destroyed would have become the property of Sublandlord or Master Landlord.

11.2 Subtenant will obtain and keep in force during the term of this Sublease a Commercial General Liability policy of insurance protecting Subtenant, and Sublandlord and Master Landlord (as an additional insureds) against claims for bodily injury, personal injury and property damage based upon, involving or arising out of the ownership, use, occupancy of maintenance of the Premises and all areas appurtenant thereto. Such insurance will provide single limit coverage in an amount not less than \$1,000,000 per occurrence.

11.3 Sublandlord will obtain and keep in force during the term of this Sublease a policy or policies in the name of Sublandlord and Master Landlord with loss payable to Sublandlord, Master Landlord and to the holders of any mortgages, deeds of trust or ground leases on the Premises ("Lender(s)") insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full replacement cost of the Premises as the same shall exist from time to time or the amount required by Lenders. Such policies will insure against all risks of direct physical loss or damage, including coverage for the perils of flood and earthquake and including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage

for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Premises required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered cause of loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for all Urban Consumers for the City in which or nearest to the city in which the Premises are located.

11.4 All insurance required under this Paragraph 13 and all renewals thereof will be issued by good and responsible companies qualified to do and doing business in the State of California. Each policy expressly will provide that the policy will not be cancelled or altered without 30 days' prior written notice to Sublandlord and will remain in effect notwithstanding any such cancellation or alteration until such notice has been given to Sublandlord and such 30 day period has expired. All insurance under this Paragraph 11 will name Sublandlord and Master Landlord as an additional insureds, shall be primary and non-contributing with any insurance which may be carried by Sublandlord and/or Master Landlord and will expressly provide that Sublandlord and/or Master Landlord, although named as an insured, nevertheless will be entitled to recover under the policy for any loss, injury or damage to Sublandlord and/or Master Landlord.

12. Indemnity. Subtenant will indemnify, defend (by counsel reasonably acceptable to Sublandlord and Master Landlord), protect and hold Sublandlord and Master Landlord harmless from and against any and all claims, demands, losses, damages, costs and expenses (including attorneys's fees) arising out of or relating to (i) the death of or injury to any person, or damage to any property whatsoever, on or about the Premises; or (ii) Subtenant's breach or default under this Sublease (including, without limitation, Subtenant's breach of Paragraph 8 of this Sublease), or, to the extent incorporated herein, the Master Lease.

~~13. Attorneys' Fees. If there is any legal or arbitration action or proceeding between Sublandlord and Subtenant to enforce any provision of this Sublease or to protect or establish any right or remedy of either Sublandlord or Subtenant hereunder, the unsuccessful party to such action or proceeding will pay to the~~

~~prevailing party~~ all costs and expenses, including reasonable ~~attorneys' fees~~ (including allocated costs of Sublandlord's in-house attorneys) incurred by such prevailing party in such action or proceeding and in any appearance in connection therewith, and if such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees will be determined by the court or arbitration panel handling the proceeding and will be included in and as a part of such judgment.

14. Assignment and Subletting. Subtenant shall not voluntarily or by operation of law assign this Sublease or any interest therein and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, without first obtaining the written consent of Sublandlord, which consent shall not be unreasonably withheld. Determining whether or not to consent to the proposed assignment or subletting, Sublandlord may consider among other factors:

(a) whether the proposed sublessee or assignee has a net worth equal to or greater than Subtenant;

(b) whether the proposed use of the Premises by the proposed sublessee or assignee is consistent with Paragraph 2.7;

(c) the experience and business reputation of the proposed sublessee or assignee;

(d) whether Sublandlord's consent will result in a breach of any other lease or agreement to which Sublandlord is a party affecting the Property or Premises; and

(e) whether the Master Landlord will consent to the sublease or assignment.

Any such attempted assignment or subletting, without such consent shall be null and void and of no effect. No permitted assignment or subletting of Subtenant's interest in this Sublease, shall relieve Subtenant of its obligations to pay the rent and to perform all the other obligations to be performed by Subtenant hereunder. The acceptance of rent by Sublandlord from any other person shall not be deemed to be a waiver by Sublandlord of any provision of this Sublease or to be a consent to any subletting or assignment. Consent to one sublease or assignment shall not be deemed to

constitute consent to any subsequent attempted subletting or assignment.

15. Option to Terminate

Sublandlord agrees that Subtenant has the option to terminate this Sublease on or before the Termination Date set forth in Paragraph in 2.4 of this Sublease by giving Sublandlord and Golden Gate Performing Arts, Inc. notice of exercise of the option to terminate ("Option Notice") at least 90 days but no more than 150 days prior to the termination date set forth in the Option Notice ("Early Termination Date"). In the event that Subtenant elects to terminate this Sublease pursuant to this provision, the Sublandlord and Subtenant shall be released from further liabilities and obligations under the Sublease as of the Early Termination Date.

Notice to Golden Gate Performing Arts shall be sent to P.O. Box 421491, San Francisco, CA 94142, Attn: J. Luke Sheridan.

16. No Encumbrance. Subtenant shall not voluntarily or by operation of law mortgage or otherwise encumber all or any part of Subtenant's interest in the Sublease or the Premises.

17. Utilities and Services. Subtenant agrees, at its own expense, to pay for all water, gas, electricity, telephone and sewer service and any other utility charges and services resulting from Subtenant's occupancy and use of the Premises during the Term. Subtenant further agrees, at its own expense, to pay for all janitorial and pest control services and the maintenance of Subtenant's own equipment and fixtures.

18. Duty to Repair and Maintain.

18.1 Subtenant's Duty. Except as provided in Paragraph 18.2 below, Subtenant at its sole expense shall maintain, in good order, good condition and repair the Premises, including but not limited to obligations pertaining to plate glass, exterior wall graffiti and all interior parts of the Premises, in as good order, condition and repair as when first occupied, reasonable use and wear thereof excluded.

18.2 Sublandlord's Duty. Except as provided in Paragraph 18.1 above, Sublandlord at its cost shall maintain, in good order, good condition and repair, the following:

- (a) Exterior walls, except the restoration and clean-up of walls due to graffiti;
- (b) Roof; and
- (c) The heating, ventilation and air conditioning (HVAC) systems.

19. Alterations.

19.1 Alterations and Improvements By Subtenant: Subtenant shall not make any alterations, additions or improvements to the Premises, including, without limitation, alterations, additions or improvements to comply with the ADA as required by Paragraph 2.8 above (collectively "Alterations") without obtaining the prior written consent of Sublandlord thereto, which Sublandlord may grant or withhold, and to which Sublandlord may impose any conditions, in Sublandlord's sole discretion. All such Alterations shall be constructed only after necessary permits, licenses and approvals have been obtained from appropriate governmental agencies. All Alterations shall be constructed in a good and workmanlike manner using materials of a quality comparable to those on the Premises, and shall conform to all relevant codes, regulations and ordinances. All such Alterations shall be made at Subtenant's sole cost and expense and shall be diligently prosecuted to completion. Any contractor or person making such Alterations shall first be approved in writing by Sublandlord, and Sublandlord may require that all work be performed under its supervision. Upon the expiration or earlier termination of this Sublease, Sublandlord may elect to have Subtenant either (i) surrender with the Premises any or all of such Alterations as Sublandlord shall determine (except personal property as provided in Subparagraph (b) below), in which case, such Alterations shall become the property of Sublandlord, or (ii) promptly remove any or all of such Alterations designated by Sublandlord to be removed, in which case, Subtenant shall, at its sole cost and expense, repair and restore the Premises to its original condition as of the Commencement Date, reasonable wear and tear excepted. Subtenant shall permit no mechanics or other liens to be recorded against the Premises. Should a lien be made or filed against the Premises or real property on which the Premises are situated, Subtenant shall, at its sole cost, bond against or discharge said lien within 10 days after Sublandlord's or Master Landlord's request to do so.

19.2 Removal of Personal Property: All articles of personal property, and all business and trade fixtures, machinery and equipment, cabinet work, furniture and movable partitions, if any, owned or installed by Subtenant at its expense in the Premises shall be and remain the property of Subtenant and may be removed by Subtenant at any time, provided that Subtenant, at its expense, shall repair any damage to the Premises caused by such removal or by the original installation.

20. Holding Over. Subtenant acknowledges and warrants that at the expiration or earlier termination of this Agreement, Subtenant shall vacate the Premises and shall not remain in possession of the Premises after such termination. Subtenant hereby expressly agrees that it will surrender possession of the Premises upon the expiration of the term hereof or upon the earlier termination hereof and that Sublandlord has the right to assert any remedy at law or in equity to evict Subtenant and/or collect damages in connection with any such holding over. Subtenant shall indemnify, defend and hold Sublandlord harmless from and against any and all claims, demands, actions, losses, damages, obligations, costs and expenses, including, without limitation, attorneys' fees incurred or suffered by Sublandlord by reason of Subtenant's failure to surrender the Premises on the expiration or earlier termination of this Sublease in accordance with the provisions of this Sublease.

21. Master Landlord Default; Consents. Notwithstanding any provision of this Sublease to the contrary, (a) Sublandlord shall not be liable or responsible in any way for any loss, damage, cost, expense, obligation or liability suffered by Subtenant by reason or as the result of any breach, default or failure to perform by the Master Landlord under the Master Lease, and (b) whenever the consent or approval of Sublandlord or Master Landlord is required for a particular act, event or transaction (i) any such consent or approval by Sublandlord shall be subject to the consent or approval of Master Landlord, and (ii) should Master Landlord refuse to grant such consent or approval, under all circumstances, Sublandlord shall be released from any obligation to grant its consent or approval.

IN WITNESS WHEREOF, Sublandlord and Subtenant have executed this Sublease as of the day and year first above written.

SUBLANDLORD

BANK OF AMERICA NATIONAL
TRUST AND SAVINGS ASSOCIATION,
a national banking association

By: Kristine Hachiya
Name: _____
Title: Kristine Hachiya
Vice President
By: Marissa Morris
Name: MARISSA MORRIS
Title: REAL ESTATE MANAGER

SUBTENANT

2299 MARKET STREET, INC., DBA
THE AIDS/HIV LIFE CENTER, a
California nonprofit,
public benefit corporation

By: Paul Dirdak
~~Mark Sackett~~
~~President~~
PAUL DIRDAK
Executive Director

EXHIBIT A
MASTER LEASE

54404001:8/122394
#707843

AGREEMENT FOR EXTENSION OF LEASE

400 Castro Street
San Francisco, California

THIS AGREEMENT FOR EXTENSION OF LEASE, executed on this 2 day of January, 1990, between THE LURIE COMPANY, a California corporation ("Lessor"), and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a national banking association ("Lessee"),

RECITES:

(a) By lease dated April 28, 1966, lessor leased to Lessee (the "Lease") for a term of twenty-five (25) years the premises located at 400 Castro Street, San Francisco, California. Lessee is not in default of any of its obligations to Lessor, and the Lease is in full force and effect;

(b) By letter to Lessor dated April 27, 1989, the Lessee exercised its option to extend the Lease for ten (10) additional years (the "first extended term") commencing May 1, 1991, pursuant to Section 24 of the Lease, which provides in part:

"The monthly rental for the extended term shall be, (a) the monthly rental being paid hereunder at the time of the exercise of said option, or (b) one-twelfth of 7.4% of the appraised value of the land hereby demised exclusive of all buildings and improvements thereon as of a date one year before the date of the commencement of the extended term, whichever of (a) or (b) is the higher."

(c) Lessor and Lessee each have secured independent appraisals, and on the basis thereof have agreed that the value of the land on May 1, 1990 was \$796,250.00.

NOW, THEREFORE, IT IS AGREED:

1. The term of the Lease is hereby extended ten (10) years, commencing May 1, 1991, and terminating April 30, 2001 (the "First Extended Term").

2. Lessee shall pay Lessor as rental for the premises during the First Extended Term the sum of Four Thousand Nine Hundred Ten and 20/100ths (\$4,910.20) per month commencing May 1, 1991.

3. Except as modified by this agreement, all of the terms, covenants and conditions of the Lease shall remain in full force and effect, other than those set forth in Section 24 of the Lease, which is hereby amended to read:

"24. Lessor agrees that if Lessee shall not be in default hereunder, Lessee shall have and is hereby granted two (2) successive options to extend this Lease for periods of ten (10) years each, the first of which commences at the end of the First Extended Term hereof. The monthly rental for each successive extended term shall be, (a) the monthly rental being paid hereunder at time of the exercise of said option, or (b) one-twelfth of 7.4% of the appraised value of the land hereby demised exclusive of all buildings and improvements thereon as of a date one year before the date of commencement of such extended term, whichever of (a) or (b) is the higher. Except as above provided the lease for each extended term shall be upon the terms, covenants and conditions herein set forth (except that if the second extension is timely exercised, there shall only be one (1) remaining option). If Lessee shall elect to exercise any of said options, it shall do so by giving Lessor notice of its intention to do so at least two (2) years prior to the expiration of the term of this lease as extended. Any reference in the lease

to its term shall be deemed to refer to the term as extended hereby. If upon the exercise of any option to extend the parties cannot agree upon the appraised value of the land, the matter shall be arbitrated."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Extension of Lease on the day and year first above written.

Lessor: THE LURIE COMPANY,
A California Corporation

By: Raymond S. Volan

Lessee: BANK OF AMERICA, NATIONAL
TRUST AND SAVINGS ASSOCIATION,
a national banking association

By: Raymond S. Volan
Its V.P.

and [Signature]
Its V.P.

LEASE

VITAL FILE

THE LURIE COMPANY,
a corporation

Lessor

BANK OF AMERICA
NATIONAL TRUST AND SAVINGS ASSOCIATION,
a national banking association

Lessee

PREMISES

Castro-Market Branch of Bank of America #261
San Francisco, California

LEASE

This Lease made this 28th day of April, 1966, between THE LURIE COMPANY, a California corporation hereinafter referred to as "Lessor", and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a national banking association, hereinafter referred to as "Lessee",

WITNESSETH:

Premises

That for and in consideration of the covenants herein contained the Lessor hereby demises and lets unto the Lessee, and the Lessee hereby hires and takes from the Lessor, that certain land specifically described in Exhibit "A" attached hereto, together with all buildings and improvements now or hereafter located thereon, herein called "the premises".

Term

1. The term of this lease shall be for a period of Twenty-five (25) years commencing on the 1st day of May, 1966.

Rental

2. Lessee agrees to pay unto Lessor as rental for the premises the sum of \$1,079.17 per month, in advance, on the 1st day of each and every calendar month during the term of this lease.

Payment of said rental shall be made to the Lessor in lawful money of the United States of America at the office of the Lessor, 333 Montgomery Street, San Francisco 4, California, or to such other person or at such other place as Lessor may from time to time in writing direct.

Use of Premises

3. Lessee agrees that it will not use or permit the premises to be used for any other purpose than for the conduct of a general banking, trust and safe deposit business, activities related thereto and general offices, provided Lessee may sublet portions of the premises for any commercial use.

Taxes and Assessments

4. As additional rental Lessee agrees to pay and discharge all real estate taxes and assessments which may at any time or from time to time during the term of this lease be levied or assessed against the realty or the improvements thereon demised hereby by any governmental authority having jurisdiction thereover. Said taxes and assessments shall be paid by Lessee prior to delinquency, provided that should the right be granted by the authority levying any of said assessments to pay any of such assessments over a period of years, then Lessee shall only be obligated to pay and shall pay before delinquency the portion of said assessments which shall be payable during the term of this lease. Real estate taxes shall be prorated at the expiration of the term hereof.

Lessee shall have the privilege, before delinquency occurs, of contesting, objecting to or opposing the legality or validity of any of such taxes or assessments, provided that prompt notice of such contest, objection or opposition shall be given to Lessor by Lessee at least ten (10) days before any delinquency, and provided further that such contest, objection or opposition shall not be carried on or maintained after the aforesaid time limit for the payment by Lessee of said obligations, unless Lessee shall have duly paid the amount involved under protest, or shall procure and maintain a stay of all proceedings to enforce any collection thereof, and shall also provide for payment thereof, together with all penalties, interest, costs and expenses, by a deposit of a sufficient sum of money or by a good and sufficient undertaking as may be required or permitted by law to accomplish such a stay, or in the absence, vacation or lapse of such a stay, unless Lessee shall furnish Lessor with a bond of a surety company qualified to do business within the State of California, satisfactory to Lessor, which, in form, content and amount of penalty, shall likewise be satisfactory to Lessor. In the event of any such contest, objection or opposition, Lessee promises and agrees, within five (5) days after the final determination thereof adversely to Lessee, to fully pay and discharge the amounts involved in or affected by such contest, objection or opposition, together with any penalties, fines, interest, costs and expenses that may have accrued thereon or that may result from any such action by Lessee.

Should Lessee fail, within the time limit aforesaid, to pay all or any part of any payment to be borne and paid by Lessee as aforesaid, including all penalties, fines, interests, costs and expenses, or should Lessee attempt any such contest, objection or opposition without giving the aforesaid notice to Lessor or without paying the amount involved under protest or otherwise staying all proceedings for collection and providing for payment in the manner aforesaid, or without furnishing in the contingency named the aforesaid surety bond, thereupon, or at any time thereafter, Lessor, without notice to or demand upon Lessee, may pay, discharge or in anywise compromise or adjust the payment or obligation involved, or any part thereof, and in case of any sale or sales to enforce or collect the same, Lessor may effect any redemption therefrom as Lessor may deem fit, and in any and every one of such instances the legality and validity of any such payment, the full amount paid or expended by Lessor, and the regularity of all proceedings had in respect thereof or toward the enforcement thereof, shall, as between the parties hereto, be conclusively deemed to exist; and Lessee will repay to Lessor the full amount so

paid and expended, including any costs, expenses and reasonable attorney's fees incurred by Lessor, on or before the 1st day of the next ensuing calendar month, together with interest thereon at the rate of six percent (6%) per annum from the date of payment of any such obligations, costs, expenses or attorney's fees by Lessor until repaid.

Compliance
with
Govern-
mental
Regulations

5. Lessee agrees that it will comply with and conform to all laws and ordinances, Municipal, State and Federal, and any and all lawful requirements and orders of any properly constituted Municipal, State or Federal Board or Authority, present or future, in anywise relating to the condition or to the physical use or occupancy of the premises throughout the entire term of this lease. The final judgment of any court of competent jurisdiction or the admission of Lessee in any action or proceeding against Lessee, whether Lessor be a party thereto or not, that Lessee has violated any such law, ordinance, requirement or order in the physical use of the premises, shall be conclusive of that fact as between Lessor and Lessee.

Abandonment
—
Uses
Prohibited

6. Lessee agrees not to abandon the premises prior to the expiration or sooner termination of the term hereof, or use or permit the use of the premises, or any part thereof, for any immoral purpose.

Personal
Property
Remaining on
Premises

7. If the Lessee should abandon, vacate or surrender said premises or be dispossessed by process of law, any personal property belonging to Lessee and left on the premises shall be deemed to be abandoned, at the option of Lessor, or Lessor may store the same in the name and at the cost of, and without notice to, Lessee. The surrender of this lease by Lessee, voluntarily or otherwise, shall not work a merger but shall operate as an assignment to Lessor of any and all existing subleases, or Lessor may, at its option, terminate any or all such subleases by notifying the sublessees of its election so to do within five (5) days after such surrender.

Repairs,
Alterations
and Improve-
ments

8. Lessee agrees, at its own cost and expense, to keep the exterior and interior of the premises, and each and every part thereof, and any and all appurtenances thereunto belonging, including sidewalks fronting the premises, in good condition and repair during the term of this lease, and to make all repairs to the premises and such appurtenances as the necessity therefor exists, specially waiving all rights to make repairs at the expense of Lessor as provided for in Sections 1941 and 1942 of the Civil Code of the State of California, or any amendment thereof or other statute or law which may be hereafter passed by the State of California during the term of this lease authorizing a tenant to make repairs at the expense of its landlord, and agrees upon the expiration of the term of this lease or sooner determination hereof to surrender unto Lessor the premises and such appurtenances in the same condition as received, ordinary wear and tear alone excepted. It is expressly understood and agreed that Lessor shall not be called upon to make any expenditure whatsoever on account of any repairs to the premises or to such appurtenances.

Indemnifica-
tion Against
Damage to
Property and
Injury to
Persons

9. Lessee agrees to hold and save Lessor harmless from any and all loss or damage which may be occasioned to any goods, wares or merchandise, effects or property of any and all kinds or character, whether belonging to Lessee or any other person or persons whomsoever, in or upon or about the premises, or any portion thereof, or its appurtenances, occasioned by any cause, and further agrees to hold and save Lessor harmless from any and all loss or damage or claim therefor arising from personal injuries received by any person or persons whomsoever, including Lessee, in or upon or about the premises, or any portion thereof, or its appurtenances, occasioned by any cause, and agrees to defend Lessor in any action brought against Lessor for any damages against which Lessee hereby agrees to hold Lessor harmless, and further agrees that acceptance of possession of the premises by it shall conclusively establish that the premises and said appurtenances are delivered in a safe and tenantable condition, and that all dangerous places and defects in and upon the premises are to be remedied and made secure and kept in such condition by it.

Mechanics'
and Other
Liens

10. Lessee agrees to keep the premises, both land and improvements, and every part thereof, and any and every estate, right, title and interest therein, at all times during the term of this lease, free and clear of mechanics' liens and other liens for labor, service, supplies, equipment or material bestowed upon or installed in the premises by or for Lessee or any subtenants of Lessee, and that it will at all times fully pay and discharge and wholly protect and save harmless the Lessor and all and every part of the estate, right, title and interest of Lessor in and to all and every part of said land and improvements, against any and all demands or claims which may or could ripen into such liens or labor claims, provided that Lessee shall have the right to contest any lien or claim therefor provided that prompt notice of such contest shall be given to Lessor by Lessee and that Lessee shall furnish to Lessor security therefor in form and amount satisfactory to Lessor.

Repairs to
and Replace-
ment of
Buildings
Damaged or
Destroyed

11. If at any time during the term of this lease the building located upon the real property demised hereby should be damaged or destroyed by fire, earthquake, act of God or the elements, or any other cause, Lessee shall forthwith repair said damages or replace the destroyed building with a new building comparable in value to the value of such destroyed building unless Lessee elects to substitute other property pursuant to paragraph 27.

Before the commencement of the work of repairing or reconstructing said building (provided that the cost thereof shall be more than \$25,000.00) the Lessee agrees that it will have plans and specifications of said work prepared by a competent architect in accordance with the applicable building ordinances, or any other laws or municipal, state, federal or governmental regulations or orders in any wise applicable thereto, and will submit the same to Lessor for its approval. Lessor agrees that it will not unreasonably withhold or delay approval of said plans and specifications.

In the event that the building located on the real property hereby demised is destroyed or substantially damaged and Lessee elects to rebuild or reconstruct the same (in lieu of exchanging other property therefor as provided in paragraph 27), Lessee shall have an option to renew this lease for a term of twenty-five (25) years at the same rental as is then being paid and on the same terms, covenants, conditions and options to extend as are herein set forth. Such option shall be exercised by written notice to Lessor delivered at the time of the submission to Lessor of the plans and specifications above referred to.

**Alterations,
Additions
and Repairs**

12. Lessee shall have the right to make such alterations, additions and repairs to the demised premises as it may desire, provided they do not weaken the structure or lessen the value of the premises. Lessee shall also have the right to demolish any building on the premises and replace the same with another building of equal or greater value, provided that prior to the demolition of any existing building Lessee agrees that it will have plans and specifications for the new building prepared by a competent architect complying with all applicable laws, ordinances and regulations, and will submit the same to Lessor for approval. Lessor agrees that it will not unreasonably withhold or delay approval of said plans and specifications.

Lessee agrees that any alterations, improvements or additions of whatever kind or nature made by it to the premises, other than equipment, furniture, vaults, vault doors, safe deposit boxes and all other trade fixtures, shall belong to and become the property of Lessor upon the expiration of the term of this lease or sooner determination hereof. Lessee shall have the right to remove from the demised premises equipment, furniture, vaults, vault doors, safe deposit boxes and other trade fixtures heretofore or hereafter installed by Lessee therein, conditioned, however, upon its agreement, and it hereby agrees, to forthwith repair any damages to the premises caused by such removal.

Utilities

13. All water, gas, electricity, power or other public utility used upon or furnished to the premises shall be paid for by Lessee.

**Holding
Over**

14. Should Lessee hold over the term hereby created with the consent of Lessor, the term of this lease shall be deemed to be and be extended at a monthly rental equivalent to the rental payable for the last month of the term hereof, payable in advance, and otherwise upon the covenants and conditions in this lease contained until either party hereto serves upon the other thirty (30) days' written notice of termination, reciting therein the effective date of cancellation. Upon said date this lease so extended shall terminate, and if the same occurs at other than the last day of any rental month any unearned prepaid rental shall, immediately following the surrender by Lessee of the premises, be refunded unto it.

**Assigning
and
Subletting**

15. Lessee shall have the right to assign and to sublet portions of the premises to such tenants as Lessee may deem suitable, but in the event of any such assignment or subletting Lessee shall nevertheless remain primarily liable hereunder and not as a surety. Lessee agrees that upon making any assignment of this lease it will immediately notify Lessor in writing thereof, giving the name and address of the assignee.

**Default of
Lessee**

16. In the event that Lessee should fail to pay any part of the rental herein reserved for a period of twenty (20) days after written notice thereof by Lessor to Lessee, or if default should be made in any of the other covenants on Lessee's part herein contained, and such default is not cured within thirty (30) days after written notice by Lessor to Lessee thereof, or if said default cannot be cured within thirty (30) days, then, if Lessee does not commence within said thirty (30) days period to cure said default and cure the same with all reasonable dispatch, such default or breach shall, at the option of Lessor, work a termination of this lease to the same extent and with all the legal incidents as if the term hereof had expired by efflux of time and it shall then be lawful for Lessor to re-enter the premises and remove all persons therefrom and repossess itself of the premises as of its original estate, or Lessor may let and relet the premises at such rental and upon such terms and for such length of time, whether less or greater than the unexpired portion of the term of this Lease, as Lessor may see fit, and Lessee shall be liable unto Lessor for any deficiency between the rentals so procured by Lessor for the period of said letting or reletting, not to exceed, however, the balance of the original term hereof, after deducting therefrom the cost of such letting or reletting, and the rental herein reserved for a period or periods identical with the term of said letting or reletting, and Lessor may institute action for the whole of such deficiency immediately upon effecting and letting or reletting and shall not thereafter be precluded from further like

action in the event such letting or reletting shall not embrace the whole unexpired portion of the term hereof, or Lessor may monthly, or at such greater intervals as it may see fit, exact payment of said deficiency then existing, and Lessee agrees to pay said deficiency unto Lessor from time to time when called upon by Lessor so to do, and should this lease not be terminated, Lessor may, notwithstanding such letting or reletting, at any time thereafter elect to terminate it.

**Eminent
Domain**

17. Should the premises or any portion thereof be taken for public use by right of eminent domain with or without litigation, any award for compensation or damages, whether attained by agreement prior to or during the time of trial or by judgment or verdict after trial, shall be apportioned between Lessor and Lessee as follows: If a portion of the premises is taken and the remainder after necessary reconstruction to the building is reasonably usable by Lessee for the purposes for which the premises are leased by it, Lessee shall be entitled to so much of the award as may be required to place the building in usable condition and Lessee shall be obligated to do such work of reconstruction as may be required to put the building in such condition and Lessor shall be entitled to the balance of the award, except Lessee shall be entitled to any award for the taking or damage to any trade fixtures of the type referred to in paragraph 12 and any damages which may be awarded for interruption of its business and the like. If only a portion of the premises is taken Lessee shall be entitled to an equitable reduction of rental from the time of such taking. If the entire premises are taken or if so much thereof is taken that the remainder is not reasonably usable by Lessee for the purposes for which the premises are leased, then Lessee shall have the option, exercisable within a reasonable time after condemnation proceedings are commenced, (1) to terminate this lease as of the time the condemning authority takes title or possession, whichever first occurs, in which event Lessor shall be entitled to the entire award, except any award for the taking or damage to any trade fixtures of the type referred to in paragraph 12 and any damages which may be awarded for relocation costs and the like, or (2) to tender to Lessor other premises together with a lease thereon as provided for in paragraph 27, in which event Lessee shall be entitled to the entire award. If the parties cannot agree to the meaning or application of any of the provisions of this paragraph, the same shall be referred to arbitration.

Arbitration

18. In the event that the parties cannot agree upon any of the matters subject to arbitration, as provided in this lease, then either party may demand arbitration and within ten (10) days thereafter each party shall appoint an arbitrator and the two arbitrators so selected shall, within ten (10) days thereafter, appoint a third arbitrator. If the arbitrators appointed cannot agree upon a third arbitrator within said ten (10) day period, said third arbitrator shall be appointed by the Chief Justice of the Supreme Court of the State of California, and a decision of a majority of said arbitrators shall be binding upon the parties hereto. In the event that either party does not appoint an arbitrator within ten (10) days after demand, then the decision of the one arbitrator appointed shall be binding upon the parties hereto.

**Attorney's
Fees**

19. In the event that Lessor should institute any suit against Lessee for violation of any of the covenants or conditions of this lease or for recovery of possession of the premises, or should Lessee institute suit against Lessor for violation of any of the covenants or conditions of this lease, or should either party intervene in any action or proceeding in which the other is a party, to enforce or protect its interest or rights hereunder, the prevailing party shall be entitled to the fees of its attorneys in the reasonable amount thereof, to be determined, in the instance of a legal proceeding, by the court and taxed as part of the costs thereof.

**Right to
Receive
Rental in
Full**

20. It is distinctly understood and agreed between the parties hereto that Lessor shall at all times be entitled to receive in full the rental herein reserved irrespective of any damage to or destruction of the building on the premises, except as provided in paragraph 17 above.

**Right of
Inspection by
Lessor**

21. Lessor, through its agents or representatives, shall have full right and authority to enter in and upon the premises and any building or improvements situate thereon, at any and all reasonable times during the term of this lease, for the purpose of inspecting the same, without interference or hindrance by Lessee, its agents or representatives.

**Sale or
Conveyance
by Lessor**

22. In the event of a sale or conveyance by Lessor of the premises, the same shall be made subject to this lease and shall operate to release Lessor from any future liability on any of the covenants or conditions, express or implied, herein contained in favor of the Lessee, and in such event the Lessee agrees to look solely to the responsibility of the successor in interest of the Lessor in and to this lease. Nothing herein contained shall relieve Lessor from any liability which has accrued under this lease against it to and at the time of said sale or conveyance.

**Service of
Notices**

23. Any notice or demand or statement of interest which either party hereto may desire to serve upon the other in furtherance of any provision of this lease shall be sufficiently served if the same be enclosed in a sealed envelope, which envelope shall be deposited in the United States Post Office, postage prepaid and certified, and addressed, in the instance of Lessor to 333 Montgomery Street, San Francisco, California, or any other address.

which Lessee may be notified of in writing by Lessor, and in the absence of Lessee to 300 Montgomery Street San Francisco, California, or such other address which the Lessor may be notified of in writing by Lessee. Such notice shall be deemed to have been served at the time of the mailing thereof.

**Option for
Extended
Term**

24. Lessor agrees that if Lessee shall not be in default hereunder, Lessee shall have and is hereby granted three (3) successive options to extend this lease for periods of ten (10) years each, to begin at the end of the term of this lease or at the end of the previous extended term, as the case may be. Lessee shall also have the option, exercisable during the initial term of this lease or during any extension thereof, to extend this lease for a term ending twenty or thirty years, as Lessee may elect, following the end of the initial term of this lease. The monthly rental for the extended term shall be: (a) the monthly rental being paid hereunder at the time of the exercise of said option, or (b) one-twelfth of 7.4% of the appraised value of the land hereby demised exclusive of all buildings and improvements thereon as of a date one year before the date of the commencement of the extended term, whichever of (a) or (b) is the higher. Except as above provided the lease for each extended term shall be upon the terms, covenants and conditions herein set forth, except that Lessee's options to extend shall be limited by this paragraph. If Lessee shall elect to exercise any of said options, it shall do so by giving Lessor notice of its intention to do so at least two (2) years prior to the expiration of the term of this lease or the term of this lease as extended, as the case may be. If the lease is extended hereunder, any reference herein to the term of this lease shall be deemed to refer to the term as extended. If upon the exercise of any option to extend the parties cannot agree upon the appraised value of the land, the matter shall be arbitrated.

**Requirements
of Lending
Agency**

25. Lessee agrees to forthwith execute and deliver to Lessor, upon receipt by it of written request therefor from Lessor, without any consideration whatsoever, such instrument or instruments as may be required by any mortgagee or holder of a deed of trust or other encumbrance on the premises relating to the Lessee's rights in and to the demised premises, provided that at all times during the term hereof this lease shall be prior to any mortgage, deed of trust or other encumbrance on said property.

First Refusal

26. In the event that at any time during the term of this lease or any extension thereof Lessor receives a bona fide offer for the purchase of the demised premises which Lessor desires to accept, Lessor shall forthwith submit a written copy thereof to Lessee and Lessee shall have an option, to be exercised by notice in writing given to Lessor within twenty (20) days after the receipt of said copy from Lessor, to purchase the demised premises at the time, for the price, and upon the terms set forth in said offer.

**Option to
Exchange**

27. Lessor agrees that if at any time during the term of this lease, (a) all of the premises or such part thereof that the remainder thereof is not reasonably usable by Lessee for the purpose for which the premises are leased by Lessee is taken under the power of eminent domain; or (b) the building on the premises is destroyed or substantially damaged from any cause; or (c) Lessee determines to discontinue banking operations on the premises; or (d) Lessee determines to completely demolish the building on the premises and erect a new building on the premises or on the premises and on adjoining land, or determines to construct a building located partly on the premises and partly on adjoining land without completely demolishing the building on the premises, Lessor will convey to Lessee the premises hereby leased upon the conveyance to Lessor in exchange therefor of another parcel of improved real property located in California which, as improved, is of equal or greater value of the premises as improved (and in the event of destruction, condemnation or demolition, as improved, immediately prior to such destruction, condemnation or demolition) together with a lease thereon at the same rental as is then being paid for the premises hereby leased and upon the same terms, covenants, conditions and options to extend as are herein set forth. The initial term of the lease on the property to be conveyed to Lessor upon such exchange, at the option of Lessee, shall be for the unexpired term of this lease or for a period of twenty-five (25) years from the date of such exchange. On such exchange all conveyancing fees, title insurance premiums, recording fees, revenue stamps and other like costs shall be paid for by Lessee. If the parties cannot agree upon the meaning or application of any of the provisions of this paragraph or of paragraph 11 or 12 or upon the method of proceeding thereunder, the same shall be referred to arbitration.

**Miscellaneous
Covenants**

28. Should any leases of the demised premises be presently in effect, the Lessor does hereby waive its right to said leases and said leases shall be deemed and be subleases in which the Lessee is sublessor.

29. Each and all of the various rights, powers, options, recourses and remedies of Lessor contained or provided for in this lease shall be construed as cumulative and no one of them as exclusive of the other or as exclusive of any remedies allowed by law.

No delay of Lessor in enforcing any right, remedy, privilege or recourse accorded to Lessor shall affect, diminish, suspend or exhaust any of such rights, remedies, privileges or recourses.

It is further covenanted and agreed that none of the covenants, terms or conditions of this lease to be kept and performed by Lessee shall in any manner be altered, waived, modified, changed, or abandoned except by a

All that certain real property situate in the City and County of San Francisco, State of California, described as follows:

BEGINNING at a point on the westerly line of Castro Street, distant thereon 420 feet northerly from the northerly line of Eighteenth Street; running thence at a right angle westerly 75 feet; thence at a right angle northerly 42 feet and 10 inches, more or less, to the southeasterly line of Market Street as shown on the map entitled "MAP SHOWING THE EXTENSION OF MARKET STREET FROM CASTRO ST. TO ORD ST.", filed October 2, 1918, in Book "H" of Maps, page 98, in the Office of the Recorder of the City and County of San Francisco, State of California; thence northeasterly along the southeasterly line of Market Street as shown on said map, and along a curve to the left having a radius of 1200 feet a distance of 50 feet and 11 inches, more or less; thence continue along said line of Market Street as shown on said map and along a curve to the right having a radius of 20 feet, an arc distance of 41.114 feet to the westerly line of Castro Street; thence southerly along said westerly line of Castro Street 47 feet and $8\frac{1}{4}$ inches, more or less, to the point of beginning.

Improved with the Castro-Market Branch of Bank of America #261.

written instrument, duly signed and acknowledged, and delivered by Lessor, and not otherwise, and that no act or acts, omission or omissions or series of acts or omissions, or waiver, acquiescence or forgiveness by Lessor as to any failure of performance, either in whole or in part, of Lessee of any of the covenants, terms or conditions of this lease shall be deemed or construed to be a waiver by Lessor of the right at all times in the future to insist upon the full and complete performance by Lessee of each and all of the foregoing covenants, terms and conditions thereafter to be performed, according to the provisions of this lease, in the same manner and to the same extent as the same are above covenanted to be performed by Lessee.

The language in all parts of this lease shall in all cases be construed as a whole and simply according to its fair meaning, and not strictly for nor against either Lessor or Lessee.

The captions in the margin of this lease are for convenience only and are not a part of this lease and do not in any way limit or amplify the terms and provisions of this lease.

This lease shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto, provided, however, that nothing contained in this paragraph shall be construed to permit or validate any assignment of the interest of Lessee hereunder contrary to the provisions of paragraph 15 of this lease.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first above written.

Lessor: THE LURIE COMPANY,
a California corporation

By [Signature]
President

Lessee: BANK OF AMERICA, NATIONAL TRUST
AND SAVINGS ASSOCIATION,
a national banking association

By [Signature]
Vice-President

By [Signature]
ASSISTANT SECRETARY

STATE OF CALIFORNIA,

City & County of San Francisco } ss.

On this 2nd day of May in the year one thousand nine hundred and sixty-six

before me, the undersigned, a Notary Public,
State of California, duly commissioned and sworn, personally appeared

LOUIS R. LURIE

known to me to be the President

of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same pursuant to its by-laws or a resolution of its Board of Directors.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the City and San Francisco County of San Francisco the day and year in this certificate first above written.

[Signature]
Notary Public, State of California.

EXHIBIT B

DESCRIPTION OF PREMISES

54404001:7/111793
#707843

29
[Handwritten signature]

EXHIBIT C

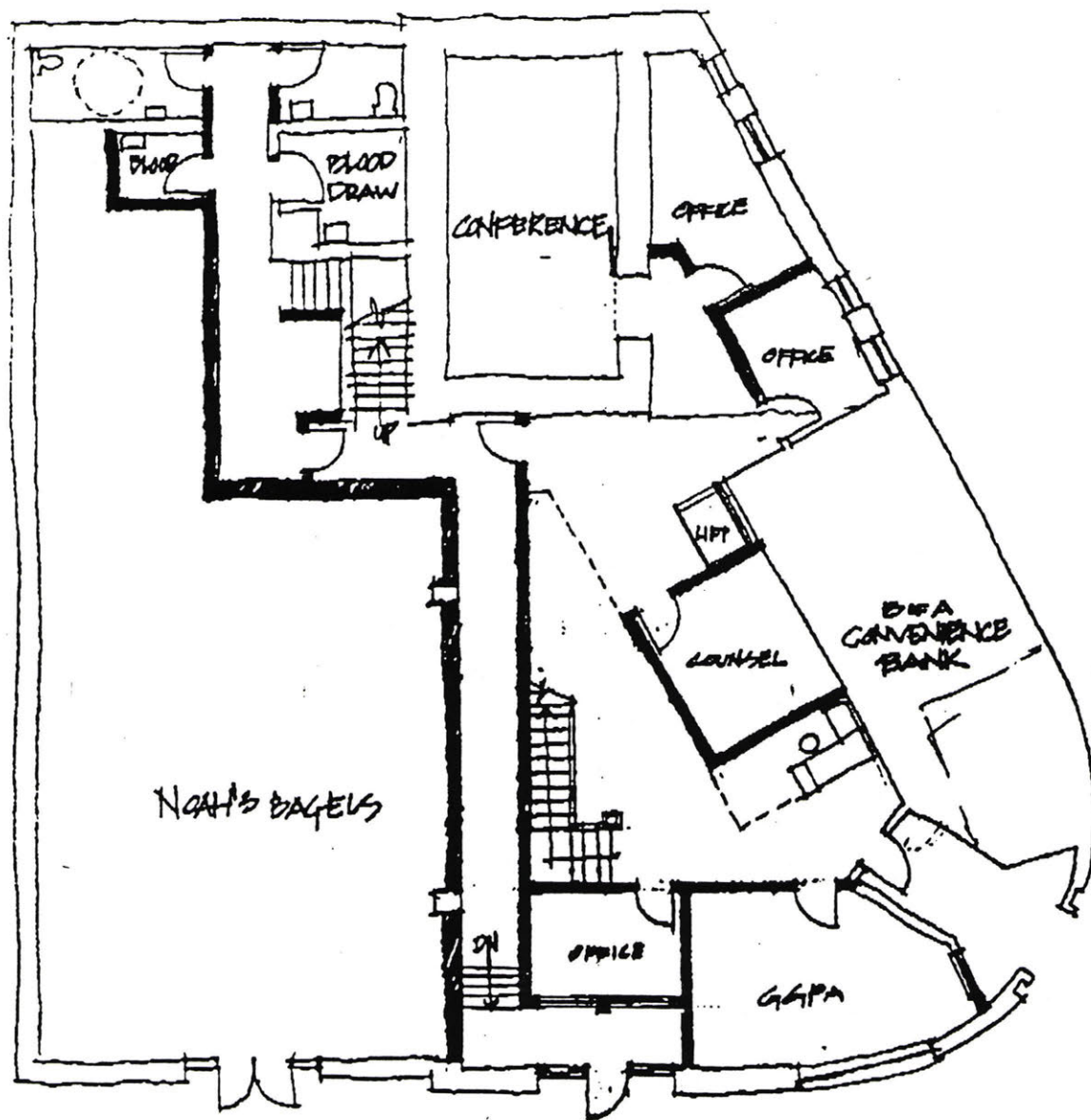
DEFERRED MAINTENANCE WORK

- Replace peeling waterproof coating on south brick wall.
- Installation of overflow drains on lower roof area.
- Repair open joints in electrical conduit on upper roof.
- Remove old deteriorated insulation on rooftop ductwork.
Install new insulation with waterproof coating.

Sec. 19.1

"Exh. 6-T"

p. 10 of 2

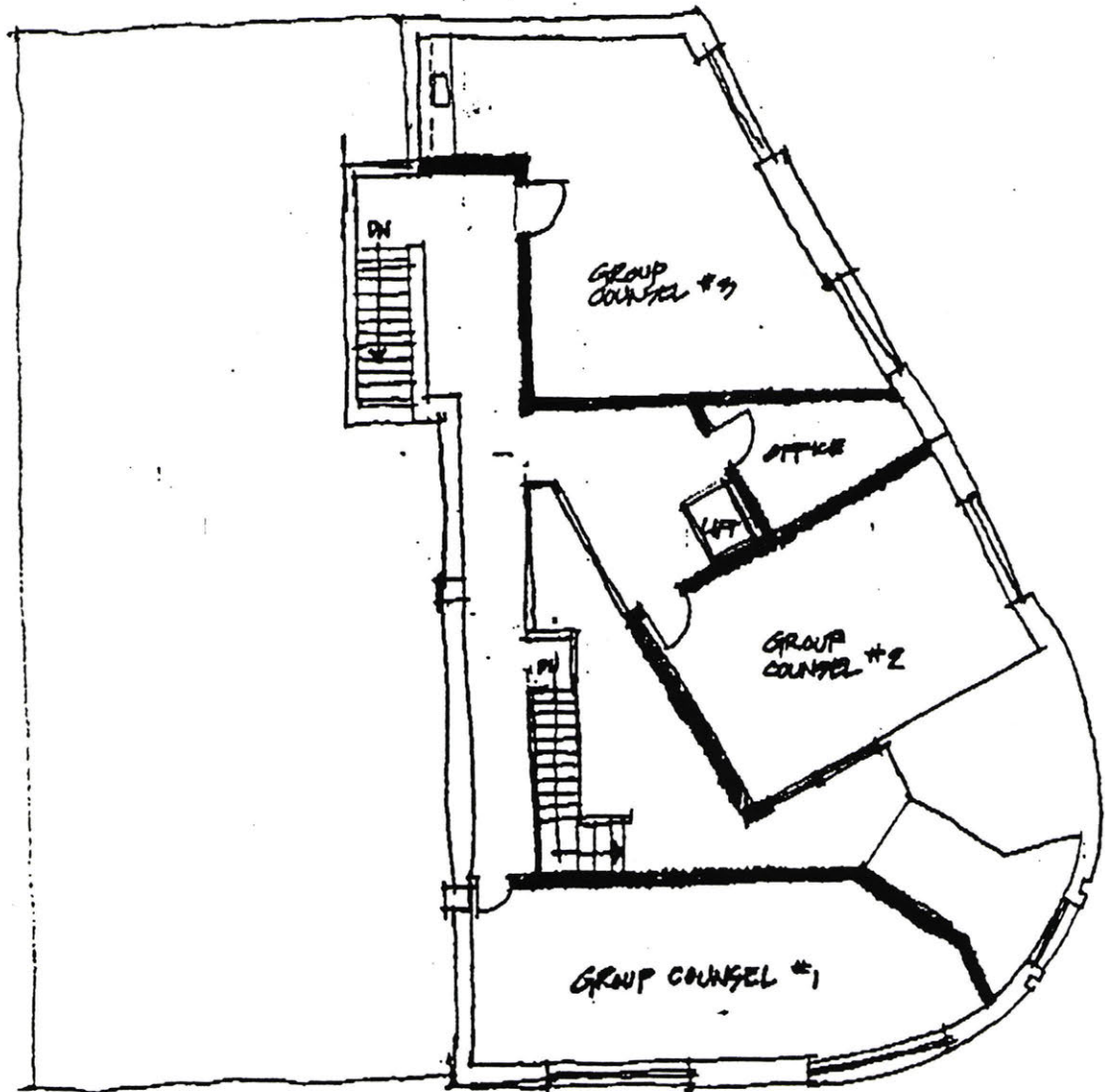


PROPOSED FIRST FLOOR PLAN
10/1-0

[Handwritten signature]

[Handwritten initials]

Sec. 19.1.
"Exh. 6-7"
p. 2 of 2



○ PROPOSED SECOND FLOOR PLAN
1/8" = 1'-0"

[Handwritten signature]

[Handwritten signature]

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made as of the 1 day of March, 1993, by and between the Advisory Committee for the Community Usage of 400 Castro Street (the "Committee"), 2299 Market Street, Inc., a California nonprofit public benefit corporation, dba The Life Center, ("Life Center"), Golden Gate Performing Arts, Inc., a California nonprofit corporation ("GGPA"), and the Human Rights Commission of the City and County of San Francisco ("HRC").

RECITALS

WHEREAS, the Bank of America (the "Bank") is the tenant under a lease from The Lurie Company of the real property located at 400 Castro Street in San Francisco (the "Building"), with a term expiring on April 30, 2001; and

WHEREAS, the Bank has closed its branch office located in the Building and made available to Supervisors Hallinan, Achtenberg, Migden and Britt the opportunity to identify one or more nonprofit community agencies serving the gay/lesbian/bisexual/transgender and/or AIDS/HIV communities who would be considered by the Bank as subtenants of the Bank to occupy the Building for the remaining term of the Bank's lease; and

WHEREAS, the Supervisors created the Committee to review proposals from community agencies and recommend one or more such agencies to the Bank; and

WHEREAS, the Committee has proposed to the Bank that it sublease the Building to the Life Center to provide space for AIDS and HIV community services; and

WHEREAS, the Life Center contemplates occupancy of the Building for less than the full remaining term of the Bank's lease; and

WHEREAS, the Committee has recommended GGPA as a successor subtenant of the Building upon the Life Center's vacation of the Building; and

WHEREAS, the Committee desires that, in the event GGPA does not occupy the Building upon its vacation by the Life Center, a broad-based community advisory board be convened to review proposals from community nonprofit agencies and recommend a successor subtenant, similar to the process by which the Committee recommended the Life Center and GGPA to the Bank, as described in Exhibit A attached hereto; and

WHEREAS, since the Committee will not remain in existence following the execution of a sublease between the Bank and the

Life Center, the HRC has agreed to convene a community advisory board to act in the capacity of and as successor to the Committee if necessary.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth in this Memorandum of Understanding, the parties agree to be bound by the terms set forth below:

1. Life Center to Negotiate Sublease. The Life Center shall attempt to negotiate a sublease with the Bank (the "Sublease") on the best possible terms for itself and any successor community agencies, in general conformance with the terms proposed in the Committee's letter to the Bank, dated December 16, 1992 (a copy of which is attached hereto as Exhibit B). Prior to executing the Sublease, the Life Center shall provide the Committee and GGPA with a copy of the proposed Sublease for their review and comment. The Life Center shall attempt in good faith to revise the draft Sublease to incorporate such comments, if any.

2. Life Center Operations. Upon execution of the Sublease, the Life Center shall occupy and operate the Building in conformance with the conditions set forth in the Memorandum from the Committee to the Life Center and GGPA, dated December 16, 1992, and attached hereto as Exhibit C.

3. Ticket Booth Sub-sublease. In the event the Life Center enters into the Sublease, it shall offer space in the Building on a sub-sublease basis to GGPA to construct and operate a ticket booth and a community events bulletin board. The rent charged for such sub-sublease shall be determined on an equitable basis approximately equivalent to the ratio the ticket booth's square footage bears to the total usable square footage of the Building multiplied by the Life Center's total occupancy costs.

GGPA shall maintain the community events bulletin board and operate the ticket booth in an inclusive manner providing ticket sales services to all gay/lesbian/bisexual/transgender performing arts groups.

4. Notice of Date of Life Center's Vacation of Building. The Life Center shall vacate the Building not later than three (3) years following commencement of the Sublease term. Not less than nine (9) months prior to its contemplated vacation date, the Life Center shall give written notice to GGPA and the HRC of such date. Notice, if not given earlier, shall be deemed given on the date that is twenty-seven (27) months after the commencement of the Sublease term.

5. GGPA's Option to Assume Sublease. Upon receipt of notice from the Life Center of its date of vacation (or upon the date such notice is deemed given), GGPA shall have a three (3) month period within which to exercise its option to assume the

Sublease. Such option shall be nonassignable except to a successor agency that assumes the responsibilities of GGPA. GGPA shall exercise the option by written notice to the Life Center and the HRC. In the event GGPA exercises its option, the Life Center shall assign the Sublease to GGPA and GGPA shall assume the Sublease effective upon the Life Center's vacation of the Building. If any consent of the Bank is required prior to the effectiveness of such assignment and assumption, the Life Center and GGPA shall cooperate with each other in diligently pursuing such consent from the Bank.

6. GGPA Operations. Upon assumption of the Sublease, GGPA shall occupy and operate the Building in conformance with the conditions set forth in the Memorandum from the Committee to the Life Center and GGPA, dated December 16, 1992, and attached hereto as Exhibit B.

7. Convene Community Advisory Board. In the event that GGPA elects not to exercise its option to assume the Sublease or fails to give the Life Center and the HRC notice within three (3) months of notice from the Life Center of its date of vacation, the HRC shall immediately convene a community advisory board of at least 7 people that reflects the diversity of the gay/lesbian/bisexual/transgender community to seek and evaluate proposals from other community nonprofit agencies interested in assuming the Sublease. Such advisory board shall attempt to recommend to the Life Center and the Bank an assignee of the Sublease not less than two (2) months prior to the date the Life Center intends to vacate the Building.

8. Assign Sublease to Recommended Agency. If such advisory board recommends assignment of the Sublease to a community nonprofit agency, the Life Center shall assign the Sublease to such agency effective as of the date it vacates the Building. If any consent of the Bank is required prior to the effectiveness of such assignment, the Life Center shall cooperate with the recommended agency in diligently pursuing such consent from the Bank.

9. Failure to Recommend Successor Agency. In the event the advisory board is unable to recommend a community nonprofit agency to assume the Sublease, the Life Center shall be free (if permissible under the terms of the Sublease) to assign the Sublease to any third party or terminate the Sublease.

10. No Liability for HRC. By entering into this Memorandum of Understanding, the parties agree that neither the HRC nor the City and County of San Francisco ("City") is assuming any liability to any other party to this agreement or any third party, and that the HRC and City shall not be held liable for any action or lack of action on their part.

11. Notices. Any communication or notice required or permitted to be given or delivered hereunder shall be in writing and be sent by either personal delivery or by first-class mail,

addressed to the party intended at the address set forth below, or at such other address which the party may designate in the manner aforesaid:

If to the Committee:

Jean-Paul Samaha
Office of Supervisor Terence Hallinan
235 City Hall
San Francisco, CA 94102

If to the Life Center:

Board President
The Life Center
4111 - 18th Street, Suite 11A
San Francisco, CA 94114

If to GGPA:

Executive Director
Golden Gate Performing Arts, Inc.
P.O. Box 421491
San Francisco, CA 94142-1491

With a copy to:

McKenna & Cuneo
Steuart Street Tower
One Market Plaza
San Francisco, CA 94105
Attn: Robert W. Keenan

If to the HRC:

Director
San Francisco Human Rights Commission
25 Van Ness Avenue
San Francisco, CA 94102

12. Incorporation of Prior Agreements. This Memorandum of Understanding contains all of the agreements of the parties hereto with respect to the matters contained herein, and no prior agreements or understandings pertaining to any such matter shall be effective for any purpose. No provision of this Memorandum of Understanding shall be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

13. Governing Law. This Memorandum of Understanding shall be governed by and construed under the laws of the State of California.

14. Severability. If any provision of this Memorandum of Understanding or the application thereof to any person or

circumstance shall be invalid or unenforceable to any extent, the remainder of this Memorandum of Understanding and the application of such provision to other persons or circumstances shall not be affected and shall be enforced to the greatest extent permitted by law.

15. Successors and Assigns. Except for GGPA's option as provided in Paragraph 5 above, this Memorandum of Understanding shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

16. Original Documents. This Memorandum of Understanding may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the day and year first above written.

ADVISORY COMMITTEE FOR THE
COMMUNITY USAGE OF 400 CASTRO STREET

By Ann L. Woods
Its Co-Chairperson

THE LIFE CENTER
2299 Market Street, Inc.,
a California nonprofit
corporation

By Roberto Esteves
Its President

GOLDEN GATE PERFORMING ARTS,
INC., a California nonprofit
corporation

By William Sheridan
Its President

SAN FRANCISCO HUMAN RIGHTS COMMISSION

By Edwin M. Lee
Its Director

CONSENT TO SUBLEASE
AND
AMENDMENT OF LEASE

AGREEMENT effective as of May 1, 1994 made by and among THE LURIE COMPANY, a California corporation ("Landlord"), BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a national banking association ("Tenant"), NOAH'S NEW YORK BAGELS, INC., a California corporation ("Noah's"), 2299 MARKET STREET, INC., a California non-profit, public benefit corporation, dba the AIDS/HIV LIFE CENTER ("AIDS Center") and GOLDEN GATE PERFORMING ARTS, INC., a California non-profit, public benefit corporation ("GGPA").

Tenant is the tenant under a Lease dated as of April 28, 1966, which was amended by Agreement for Extension of Lease dated January 8, 1991 (which Lease as heretofore or hereafter amended is hereinafter called the "Lease"), under which Landlord leased to Tenant certain premises located at the corner of Market and Castro Streets (the "Premises").

Tenant has entered into a Sublease with Noah's dated March 16, 1994 (the "Noah's Sublease"), a Sublease with the AIDS Center dated December 28, 1993 (the "AIDS Center Sublease") and an Option to Sublease with GGPA dated March 16, 1994 (the "GGPA Option to Sublease"). Full and complete copies of the Noah's Sublease, AIDS Center Sublease and GGPA Option to Sublease are attached as Exhibits "A," "B," and "C" (collectively the "Subleases"). Noah's, AIDS Center and GGPA are collectively referred to as the "Subtenants." Tenant, Noah's, AIDS Center and GGPA seek Landlord's consent to the Noah's Sublease, the AIDS Center Sublease and the GGPA Option to Sublease.

Tenant and Noah's have requested that Landlord grant to Noah's an option to lease a portion of the Premises directly from Landlord upon expiration of the Lease on April 30, 2001. To facilitate the granting of the option to lease effective on May 1, 2001, Tenant desires to amend the Lease to delete its option to extend the term of the Lease beyond April 30, 2001. Landlord hereby consents to the Noah's Sublease, the AIDS Center Sublease and the GGPA Option to Sublease. Landlord's consent shall in no way be construed as an acceptance of the respective terms or conditions of the Subleases, nor in any respect as an agreement on Landlord's part to be bound by any of the terms or conditions thereof. Landlord's consent is subject to and upon the following terms and conditions, to each of which Tenant and Subtenants expressly agree:

1. Nothing contained in this Consent to Subleases (the "Consent") shall either:

(a) Operate as a ratification by Landlord of any of the provisions of the Subleases or as a representation or warranty by Landlord and Landlord shall not be bound or estopped in any way by the provisions of the Subleases; or

(b) Be construed to modify, waive or affect (i) any of the provisions, covenants or conditions in the Lease, (ii) any of Tenant's obligations under the Lease, or (iii) any rights or remedies of Landlord under the Lease or otherwise or to enlarge or increase Landlord's obligations or Tenant's rights under the Lease or otherwise; or

(c) Be construed to waive any present or future breach or default on the part of Tenant under the Lease. In case of any conflict between the provisions of this Consent and the provisions of the Subleases, the provisions of this Consent shall prevail unaffected by the Subleases.

2. The Subleases shall be subject and subordinate at all times to the Lease and all of its provisions, covenants and

conditions. In case of any conflict between the provisions of the Lease and the provisions of the Subleases, the provisions of the Lease shall prevail unaffected by the Subleases.

3. Neither the Subleases nor this Consent shall release or discharge Tenant from any liability under the Lease and Tenant shall remain liable and responsible for the full performance and observance of all of the provisions, covenants and conditions set forth in the Lease on the part of Tenant to be performed and observed. Any breach or violation of any provision of the Lease by any of the Subtenants shall be deemed to be and shall constitute a default by Tenant in fulfilling such provision. Notice of all defaults under the Lease shall be sent to Tenant at the address contained in Paragraph 7 and Landlord shall accept cure of any default directly from Tenant.

4. This consent by Landlord is not assignable and shall not be construed as a consent by Landlord to any further subletting either by Tenant or any Subtenant. The Subleases may not be assigned, renewed or extended nor shall the Premises or any part thereof be further sublet without the prior written consent of Landlord thereto in each instance, which consent may be withheld in Landlord's sole discretion. Notwithstanding the foregoing, Landlord shall not unreasonably withhold its consent to a sublease to a non-profit subtenant which occupies no more than the space proposed to be occupied by the AIDS Center. Noah's may assign its sublease or sublet that portion of the Premises currently subject to the Noah's Sublease ("Noah's Premises") or any portion thereof, without Landlord's consent (but with notice to Landlord) to (a) any entity controlled by, controlling or under common control with Noah's, including any entity resulting from a reincorporation of Noah's in another state, so long as the assignee assumes, in full, the obligations of Noah's under the Lease, or (b) any entity or person which acquires, by merger, consolidation, or otherwise, substantially all the assets of Noah's as a going concern, provided that such assignee assumes in full the obligations of Noah's under the Lease.

5. Upon the expiration or any earlier termination of the term of the Lease, except as provided in the next succeeding sentence, the Subleases and their term shall expire and come to an end as of the effective date of such expiration or termination and the Subtenants shall vacate the Premises on or before such date. If the Lease shall expire or terminate during the term of the Subleases for any reason other than condemnation or destruction by fire or other cause, Landlord shall continue the Subleases in effect with the same force and effect as if Landlord, as lessor, and Subtenant(s), as lessee(s), had entered into a lease as of such effective date for a term equal to the then unexpired term of the Sublease(s) (not to extend beyond April 30, 2001) and containing the same terms and conditions as those contained in the Sublease(s), Subtenant(s) shall attorn to Landlord and Landlord and Subtenants shall have the same rights, obligations and remedies thereunder as were had by Tenant and Subtenant(s) thereunder prior to such effective date, respectively, except that in no event shall Landlord be (1) liable for any act or omission by Tenant or (2) subject to any offsets or defenses which Subtenant(s) had or might have against Tenant, (3) bound by any rent or additional rent or other payment paid by Subtenant(s) to Tenant in advance or (4) bound by any amendment to the Sublease(s) not consented to by Landlord. Upon expiration of the Sublease pursuant to the provisions of the first sentence of this Paragraph 5, in the event of the failure of a Subtenant to vacate the Premises as therein provided, Landlord shall be entitled to all of the rights and remedies available to Landlord against Tenant holding over after the expiration of the term.

6. Both Tenant and Subtenants shall be and continue to be liable for all bills rendered by Landlord for charges incurred by or imposed upon Subtenants pursuant to the provisions of the Lease for services rendered and materials supplied to the Premises at the request of Subtenants. Tenant hereby instructs all Subtenants to obtain prior approval from Tenant of all requests for services and materials.

7. All communication, notices and demands of any kind which a party may be required or desire to give or to serve upon another party shall be made in writing and shall be deemed to have been fully given when deposited in the United States mail, registered or certified, postage prepaid, return receipt requested, to the following addresses:

To Landlord: The Lurie Company
 555 California Street
 San Francisco, California
 Attn: Keith Mackenzie

To Tenant: Bank of America NT&SA
 560 Davis Street
 San Francisco, CA 94111
 Attn: Real Estate Administrator

To Noah's: P.O. Box 2158
 San Leandro, California 94577-0331
 Attn: Bill Hughson

To AIDS Center: 2299 Market Street, Inc.
 1675 California Street
 San Francisco, California 94109
 Attn: Ira Glasser

To GGPA: Golden Gate Performing Arts, Inc.
 P.O. Box 421491
 San Francisco, California 94142-1491
 Attn: President, Board of Directors

8. Conditional Use Permit -- Fast Food Use. Noah's has obtained a Conditional Use Authorization for its operations in the Premises (City Planning Commission Motion No. 13688) pursuant to which certain restrictions have been applied to Noah's operations on the Premises. Tenant and Noah's acknowledge that Landlord has no obligation to incur any costs or take any action with respect to the subject Conditional Use Authorization and that compliance with the requirements of the Conditional Use Authorization shall be the sole and exclusive responsibility of Tenant and Noah's. Noah's further acknowledge that Landlord shall have no obligation to comply with the requirements of the Conditional Use Authorization after expiration of the Lease and during the term of the Direct Lease (as hereinafter defined) between Landlord and Noah's. Specifically, Landlord shall have no obligation after expiration of the Lease to lease any other portion of the Premises to any particular tenant (e.g. the AIDS Center) so as to preserve Noah's rights under the Conditional Use Authorization. Noah's also acknowledges that failure to satisfy the conditions of the Conditional Use Authorization shall not constitute grounds for termination of the Direct Lease with Landlord.

9. Amendment of Lease. Landlord and Tenant hereby amend the Lease as follows:

(a) Termination Date/Options. The Lease shall terminate on April 30, 2001. All options and rights to extend the Term beyond April 30, 2001 are deleted.

(b) Code Compliance. Tenant acknowledges, for the benefit of Landlord, that, during the balance of the term of the Lease, all costs of complying with applicable laws, codes, ordinances and regulations relating to the Premises, the Subtenants, their improvements and uses, shall be borne by Tenant, including, to the extent applicable during the balance of the term of the Lease, Chapter 53A of the Building Code (Commercial Energy Consumption Ordinance), Section 104(f) of the Building Code (Lateral Force Design Requirements for Existing Buildings) and Chapters 14 and 15 of the Building Code (UMB and Parapet Safety Programs). As between Tenant and Noah's, Noah's hereby acknowledges that Tenant shall have no liability or obligation whatsoever with respect to the above-described code compliance issues.

10. Direct Lease. Landlord and Noah's agree as follows: Landlord hereby grants to Noah's an option to lease Noah's Premises directly from Landlord, subject to the following terms and conditions:

(a) Noah's shall exercise the option by written notice to Landlord on or before April 30, 2000. Noah's exercise of the option shall be accompanied by an executed copy of the Lease attached hereto as Exhibit "D" and incorporated herein by reference. The exercise shall be effective only upon actual receipt by Landlord of the notice of exercise and the executed Lease, and Noah's failure to so exercise shall cause the option to terminate. Provided that such option is timely exercised, the terms of the lease between Landlord and Noah's (the "Direct Lease") shall be as follow:

(i) The term of the Direct Lease shall be eight years and one month commencing May 1, 2001 and terminating on May 30, 2009, unless earlier terminated pursuant to the terms of the Direct Lease;

(ii) Rent under the Direct Lease shall be determined as follows:

(A) Promptly after Noah's exercise of the above option, Landlord and Noah's shall negotiate for not less than 30 days to determine the fair market rental of the Premises. The "fair market rental" shall be the price that a ready and willing tenant would pay, as of the commencement date of the Direct Lease, as monthly rent to a ready and willing landlord of property comparable to Noah's Premises if such property were exposed for lease on the open market for a reasonable period of time, taking into account (i) all of the purposes for which such property may be used and (ii) the provisions of the Direct Lease attached hereto as Exhibit "D". If the parties are unable to agree, then within ten days after the expiration of such 30 day period each party shall appoint a licensed real estate broker to determine the fair market rental and shall give written notice of such appointment to the other party. Any broker so appointed must have at least five years experience in the leasing of commercial buildings in the City and County of San Francisco and be a member of the Society for Industrial or Office Realtors or equivalent. If a party does not so appoint a qualified broker within ten days after the other party has given notice of the name of its broker, the single broker shall be the sole appraiser and shall determine the fair market rental.

(B) If the two brokers are so appointed, they shall meet promptly and attempt to determine the fair market rental. If they are unable to agree within ten days after the second broker has

been appointed, they shall together select a third broker meeting the qualifications stated in Section (2)(A) within ten days after the last day the two brokers are given to determine the fair market rental. If the two brokers are unable to agree on the third broker, either of the parties, by ten days' written notice to the other party, may apply to the presiding judge of the Superior Court for the City and County of San Francisco for the selection of a third broker.

(C) Within ten days after the selection of the third broker, each broker shall prepare its determination of the fair market rental, which shall be done independently of the other two. The determination farthest from the other two shall be eliminated, and the fair market rental for purposes hereof shall be the arithmetic average of the remaining two determinations. Each party shall pay the fees and expenses of the broker appointed by such party and 50% of the fees and expenses of the third broker, if any.

(b) The Direct Lease shall be in the form attached as Exhibit "D", which Landlord shall date, complete and execute as soon as practicable after the rent is determined. Noah's shall acknowledge the rent by initialling the Direct Lease rent provisions. A party's failure to execute the Direct Lease shall not prevent the Direct Lease from becoming effective so long as Noah's has properly exercised the option and the rent has been determined pursuant to hereto. The Direct Lease shall be deemed binding and enforceable without the necessity of Noah's initialling the rent provisions on the date the fair market rental is determined by the arbitrators.

(c) Notwithstanding anything to the contrary herein, Landlord shall have the right to reject the exercise of the option provided for above, within 15 days of its exercise by Noah's, if (a) Noah's, at the time of its exercise of the option, is in default under the Noah's Sublease beyond the applicable cure period, or (b) Noah's has failed to timely pay its rent to Tenant on three (3) consecutive occasions prior to the exercise of the option, even if such rent eventually has been paid. Tenant will report any such delinquency to Landlord in writing promptly after it occurs.

(d) Subsections 5.2(b)(ix) and (x) of the Direct Lease are hereby amended to provide amortization of capital costs properly included under those subsections shall be amortized over the useful life of such capital improvement, together with interest on the unamortized balance at the rate of interest publicly announced from time to time by the Bank of America National Trust & Savings Association in San Francisco, California as its reference rate plus two percentage points. In the event of any inconsistency between the preceding sentence and the provisions of Subsections (ix) and (x), the provisions of this document shall control.

(e) The provisions of this Paragraph 10 shall only be applicable to Landlord and Noah's.

11. This Consent shall be construed in accordance with the laws of the State of California and contains the entire agreement of the parties hereto. Tenant acknowledges that as of the date hereof, to Tenant's actual knowledge, Landlord is not in default in the performance of any of its obligations under the Lease. Landlord acknowledges that, as of the date hereof, to Landlord's actual knowledge, Tenant is not in default in the performance of any of its obligations under the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this effective as of May 1, 1994.

LANDLORD:

THE LURIE COMPANY, a California corporation

By *Angela V. Wall*
Its *V.P.*

TENANT:

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a national banking association

By *Kristine Hachiya* Kristine Hachiya
Its *Vice President* Vice President

By *Patricia Morris*
Its *Real Estate Manager*

SUBTENANT:

NOAH'S NEW YORK BAGELS, INC., a California corporation

By *[Signature]*
Its *President*

2299 MARKET STREET, INC., a California non-profit, public benefit corporation dba AIDS/HIV LIFE CENTER

By *[Signature]*
Its *Executive Director*

GOLDEN GATE PERFORMING ARTS, INC., a California non-profit, public benefit corporation

By *[Signature]*
Its *[Signature]*

City says no to Life Center lease

... Until it finds other tenants

by Brad Heinz

The 17-year-old crater in a lot at Market and 16th streets in the heart of the Castro bestows a sense of postwar Berlin. It used to be the site of Trinity United Methodist Church, but an arsonist set it ablaze in a presumed hate crime after its congregation welcomed gay men and lesbians. The shattered brick foundation of the church now supports only a rusted metal fence that brings an eerie neglect to the neighborhood.

Since 1990, some members of the community have dreamed of building a four-story AIDS resource center on the site. Known as the Life Center, it would house providers of health, education and support services under one roof to promote collaboration among individual agencies.

But organizers have not yet found agencies to fill the space. First, the AIDS Health Project pulled out of the scheme. Now, the San Francisco Department of Public Health (DPH) says it will not sign a lease unless the Life Center finds agencies to sublet its space.

And planning for the center has been marred by an absence of the very collaboration organizers hoped to foster. Jim Dilly, executive director of the AIDS Health Project, is telling the Department of Public Health that the concept for the center is flawed.

Robert Oakes, a member of the Board of Directors of the nonprofit trying to build the Life Center, responds that Dilly is "trying to trash" the center for political reasons. He claims that Dilly was "Machiavellian," tying up work on the center until he could get a facility of his own.

A \$1.5 million investment

The delay in constructing the center has been costly. A 49-year lease for the site valued at \$1 million was donated by the church, which has also contributed about \$500,000 to cover the cost of planning the Life Center. Each year the site remains fallow, a \$1.5 million investment returns nothing to the community.

Time has also witnessed a dramatic change in the AIDS crisis. During the eight years the Life Center has been in the planning stage, combination drug therapies have helped many patients live longer and healthier. They make fewer visits to medical offices for

the treatment of individual diseases related to HIV infection. It's an evolution that has the community of AIDS service providers in turmoil. And a bricks and mortar approach may be dated, say some.

The lease that is being considered by the Department of Public Health would cover about 15,000 square feet in the Life Center at a rate of \$1.36 per square foot for a period of 10 years. The Life Center needs the \$2.4 million lease to guaranty construction financing of about \$3.6 million. The cost to build the facility is \$5.2 million, with the remaining \$1.6 million expected from a variety of sources.

But after meeting last Friday, March 6 with Life Center organizers, San Francisco Health Director Mitch Katz issued a statement suggesting the city does not want to use the space. "The city will not be able to agree to a lease until we have been able to identify a sufficient number of agencies that wish to locate their services at the Life Center and who have the ability to pay the rent that is necessary to offset the mortgage," he said.

The Life Center does have tenants for other space in the building. Walgreen Co. has signed a 10-year lease for 3,000 square feet of storefront space at \$4.25 per square foot. And the Under One Roof retail store, which donates all profits to AIDS organizations, is expected to lease 1,500 square feet of storefront space, at a discounted rate. In addition, the church would use a 2,400 square foot meeting room for church services and activities.

In 1994, the Life Center and the AIDS Health Project struck an agreement in principle for the AIDS Health Project to manage the standard of care for direct services provided by various agencies at the center. The AIDS Health Project was expected to lease about 14,200 square feet at the center, and, in 1995, it received temporary space at 400 Castro St. free-of-charge that the Life Center helped arrange.

But after a Market Street building already owned by the University of California became vacant, the AIDS Health Project, which is affiliated with the university, renounced the Life Center and moved there.

AIDS Health Project's Dilly claims that the Life Center abandoned the plan to have services and client flow coordinated by the AIDS Health Project. "Providing

services to a multi-diagnosed complex population is not an easy thing," he said. "There are possibilities for problems."

Oakes denies the Life Center changed its intentions. "It's garbage for him to say the center can't coordinate services," he said. "The nonprofit is building a building so that providers can come together in one location."

Yanking the carpet

"My opinion was [Dilly] used the development of the Life Center to get temporary space at 400 Castro, and he was not forthcoming about his use of the facility to get a place of his own," Oakes said. "I just hate it when people lie to me. The building would be built today and in operation if they hadn't yanked the carpet out from under us."

Oakes said that he didn't want his comments to reflect poorly on the services the AIDS Health Project performs. "I think what [the project] does is admirable work. Whether [clients] go to the AIDS Health Project or the Life Center should depend on the services being provided rather than the turf that someone is protecting."

Dilly has raised his concerns about the Life Center with city officials. "I have an opinion about how it should operate," he said. "I wouldn't characterize it as we're out to stop it."

Ira Glasser, development coordinator for the Life Center, admits some of the delay is also due to the failure of the nonprofit's board of directors to fundraise aggressively.



Crater face: The site where Market, basically a gaping hole with a fence

"We didn't want to go to the community and take money from smaller groups," he said. "We wanted to get funding from sources that had not been actively contributing. We're just surprised that the community itself hasn't stood up to say 'what a fantastic deal.' I think it's because we didn't do a very good job of sharing the message about what we were doing."

Although the city doesn't want to use the space at the Life Center for its own services, Dean Goodwin, Mayor Willie Brown's liaison to the lesbian, gay and transgender community, thinks there is a need for the center.

"The Life Center isn't a service

HIVCare

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 • have CD4 count greater
 • have no active inf
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2) The effect of Nevirapine For Women Or

A Phase I, one month clinical effect of Nevirapine on O
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James G. Gregory D.D.S.
COSMETIC and PREVENTIVE DENTISTRY

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Ira Glasser, development coordinator for the Life Center, admits some of the delay is also due to the failure of the nonprofit's board of directors to fundraise aggressively.



Crater face: The site where Market, Noe and 16th St. converge is still basically a gaping hole with a fence around it after 17 years.

"We didn't want to go to the community and take money from smaller groups," he said. "We wanted to get funding from sources that had not been actively contributing. We're just surprised that the community itself hasn't stood up to say 'what a fantastic deal.' I think it's because we didn't do a very good job of sharing the message about what we were doing."

Although the city doesn't want to use the space at the Life Center for its own services, Dean Goodwin, Mayor Willie Brown's liaison to the lesbian, gay and transgender community, thinks there is a need for the center.

"The Life Center isn't a service

provider, but it helps smaller agencies consolidate and reduce their costs," he said. "No matter what changes take place in the epidemic, there will always be a need for service to the community. It's just a matter of what kind." Goodwin thinks the Life Center's central location makes it an ideal place for a work reentry and computer training program, being developed by AIDS Benefits Counselors.

Glasser said the organizers of the Life Center will schedule another meeting with Katz after the Life Center's board of directors meets on March 18 to consider the "options" discussed in the meeting with Katz. ▼

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Compensation for completed participation is \$500.

2) The effect of Nevirapine on Ortho Novum For Women Only

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COMMUNITY NEWS

SF To Get

Thirty years ago suburban malls changed the way Americans shop, and now we take their convenience and efficiency for granted. The Life Center may soon do the same for San Francisco's AIDS services, as a sort of Castro mini-mall of HIV-related information and assistance. Or, more accurately, as two mini-malls – but one at a time.

From April of this year, the Life Center will be lodged at 400 Castro, the old Bank of America building on the corner of Market, but only temporarily. Its permanent home hasn't even been built yet: it's set to break ground on March 16, at the southern intersection of Market, Noe, and 16th streets.

When that building opens on the current site of the Life Garden, at 2299 Market Street, the center will provide 14,000 square feet for HIV service providers. Clients will find

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Life as it might be: the corner of 16th and Market and Noe with a model of the proposed Life Center superimposed over the present space.

the Center(s) of Everything

by Pete Hodgdon

everything from education and prevention to testing and counseling, all under one roof.

Its location in the heart of the Castro will help define its mission, Ira Glasser, the Life Center's development director, told the *Bay Area Reporter*. While it will be open to everyone, by positioning itself in the Castro — queer ground zero — its primary client base will be gay men.

According to Glasser, the neighborhood has long needed a center for HIV services. With so many of the city's people with AIDS in or near the Castro, the center will help make life easier for those HIV-positive residents: instead of running from neighborhood to neighborhood for care, clients can find everything they need in one place.

Consolidation will also allow clients to get information from agencies of which they might not otherwise have heard, and facilitate service providers from different agencies working together on a daily basis.

"It's an evolution of the San Francisco model," said Glasser. "It's user-friendly."

The San Francisco model stresses accessibility and diversity. Not surprisingly, these goals are often at odds with consolidation. By putting a number of agencies in one building, there are fewer points in the city where clients can enter the service network. A consolidated service center would have to work double time to draw clients and remain accessible.

Consolidation also raises issues of race, sexual orientation, and gender. A female intravenous drug user from the Tenderloin might feel uncomfortable in a center that serves primarily white gay men.

But Glasser says the answer lies in diversity. While the Life Center will plant a number of agencies in one spot, it will not try to dominate HIV services in the city. He says the center is simply one of many ways that service can be provided in the San Francisco.

And if all goes well, he envisions other projects like the Life Center all around the city.

Five years of planning

The project began in 1990, when the Trinity United Methodist Church offered to donate the Life Garden land for an HIV center. The church created a non-profit agency, the Life Center, to raise private and public funds for construction, to hire an architect, and to develop a lease. Loans, grants, and private contributions financed the Center's work.

In eighteen months, when the building is complete, the Life Center staff will continue to support the center's endowment and attempt to provide the space rent-free, but will be only nominally involved in running the center.

It chose the AIDS Health Project, an agency of the University of California at San Francisco, to maintain the facility on a long-term basis. AHP

will choose the tenants, oversee the internal structure, and maintain the level of care.

"The Life Center's charge is to get this building going. Then we take over," Joanna Rinaldi, deputy director of AHP, told the *B.A.R.* "We'll be the anchor."

Rinaldi said that the tenant list is not yet final, but AHP will draw from a diverse pool of pre-existing agencies in order to represent the communities affected by AIDS.

The AIDS Legal Referral Panel might have an office to advise clients of their legal rights, while next door Project Open Hand could register clients for food delivery.

At least two clients are for sure: Under One Roof, a gift

shop that donates its profits to AIDS organizations, will use over 2,300 square feet of space, and Walgreens Pharmacy, the Center's only commercial tenant, will operate on the ground floor in nearly 3,000 square feet.

Until the building at Market and Noe is ready, the Life Center and AHP will be housed in a temporary location a block uptown, at 400 Castro. The services offered there will not be as extensive, but the site will offer centralized intake into the HIV service network, and Rinaldi sees it as something of testing ground. "We don't have the space to have a dedicated crew of people there," she said. But "we can get a sense of inventories and assessments." ▼

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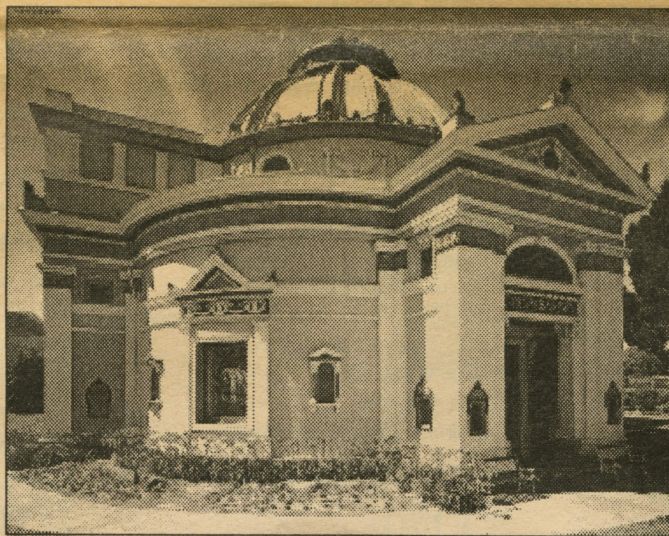
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A Historic Addition

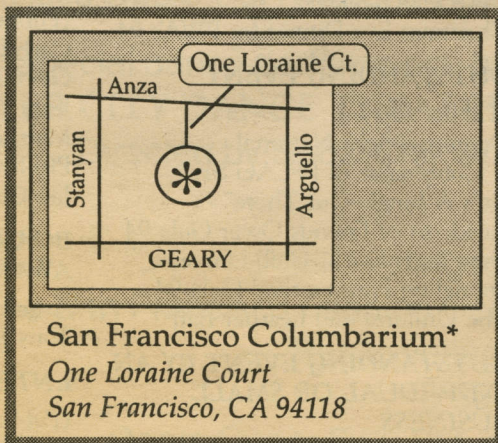
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Robert De Andreis / *Sentinel*

OUTSTANDING THEATER PRODUCTION

Line Around the Block, by Marga Gomez, Co-Produced by Marga Gomez & Josie's Cabaret

The Joy of Gay Sex, Produced by Air Zimmerman Productions, Rhino Studio

Even Among These Rocks, by Clair Chafee, Produced by Magic Theater

Angels in America, Produced by ACT, Marines Memorial

Scenes from My Love Life, Produced by Caryn Horwitz, Rhino Studio

Stupid Kids, Co-Produced by Smartmouth Theater & Theater Rhino

OUTSTANDING MUSICAL PERFORMANCE

Val Diamond, San Francisco AIDS Foundation Concert, Great American Music Hall

The Jesters, Happy as the Day is Long, New Conservatory Theater

Some Love - written by Henry Mach, music by Darien Martus, directed by Kelly Hill, Josie's Cabaret

Show, - written & performed by David E. Johnston, Josie's Cabaret & Solo Mio Festival

A Karen Carpenter Christmas, written by Tom Ross & Morey Goldstein, Marsh Theater

Jungle Red, music & book by Mark Sargent, directed by F. Allen Sawyer & John Karr

OUTSTANDING INDIVIDUAL PERFORMANCE

Matthew Martin for *Hush Up, Sweet Charlotte*

Tom Ammiano for *Regular or Decaf*

Steven Patterson for *Beauty*

Djola Branner for *Sweet Sadie*

Brian Thorstenson for *Sensational Sin Sisters*

Paul Anelli for *Way Out West*

OUTSTANDING DANCE PERFORMANCE

Bay Area Raw Rahs, Jon Sims Center Open House

Stephen Pelton Dance Company, in the Summertime Dance Project, Theater Artaud

Jesselito Cocjin Bie, in the Wells & Hermesdorf Dance Company, New Performance Gallery

Kevin Ware, Summerfest 94, New Performance Gallery

The GAPA Dance Company & The Purple Moon Dance Project, Floating Lanterns, Cowell Theater

OUTSTANDING SPORTS-WOMAN OF THE YEAR

Hall of Honor
Susan Kennedy

Bowling

Debbie Carmona
Sara Lewinstein
Melanie Coyle
Meri Hayos
Cathy Patterson

Pool

Clare Boddy
Lisa Lewis
Donna Hughes-Oldenburg

Softball

Lynn Adams
Julie Cassidy
Darcy Beal
Olga Texidor
Val Altimirano

Tennis

Donna McKinnon
Abi Jeung
Deborah Gordon
Norma del Mercado

OUTSTANDING SPORTSMAN OF THE YEAR

Bowling

Tommy Hule
Duane Flohra
Jeff Kearns
George Carrico
Don George
Jim Cheslin

Pool

Jack Dunbar
Chris Ducoing
Rick Bradford

Softball

Bobby Detulio
Mark Shultz
Cameron Bowen
Russ Smith
Deke Johnson

Tennis

Tony Finnerty
Tom Kelly
John McEnhill
Gerry Sweeney
Carlos Terra

AWARD OF MERIT

10th Anniversary

Gay Artist Writers Collective
Aids Bike - A - Thon /
Ronald Wilmot
Godfather Sevice Fund
Bay Area Network of Gay and
Lesbian Educators

1994 PARADE WINNERS

OUTSTANDING FLOATS
IN TOWN: Imperial Court of
San Francisco

OUT OF TOWN: Russian River
Rainbow Cattle Company, and
Triple R

COMMERCIAL: Calistoga Mineral
Water Co. Inc.

OUTSTANDING MARCHING
UNITS:

IN TOWN: Square Nation
OUT OF TOWN: Twirling Corps,
R.O.T.C. LA

MOST INSPIRATIONAL ENTRY
Parents and Children of Lesbians
and Gays

MOST OUTRAGEOUS ENTRY
Pacific Heights Matrons Twirlers

THE RIKKI STREICHER WOMAN OF THE YEAR AWARD

Nanette Gartrell
Susan Kennedy
Dee Mossbacher
Sharleen Denos
Jan Zivic

MAN OF THE YEAR AWARD

John McGrann
Dr. Leonard A. Simpson
Hoover Lee
Hank Wilson
Steven Sams

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Japanese American Citizens League

DOROTHY LANGSTON AWARD

Joyce Goldstein

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'Until There's A Cure Day'

OUTSTANDING COMMUNITY BUSINESS

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Lockwood Florist

OUTSTANDING CONTRIBUTION TO COMMUNITY WELL BEING

LYFE - Lyon Martin Women's
Health Service
San Francisco Lesbian/Gay Freedom
Band

OUTSTANDING COMMUNITY ACTIVISM

Jerry Windley - AIDS Activism
Al Keilwasser - Project 21/GLAAD

AWARD OF

15th Anniversary

CUAV Com
Violence

20th Anniversary

San Francis
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Lt. Cmdr.
Bob Ross

BOB CRAMER AWARD FOR EXCELLENCE

Coalition of Color:
GAPA; ELLAS;
AGUILAS; LGADDA

OUTSTANDING COMPETITION EVENT

(Public Vote)
Mr. & Ms. Rawhide II
International Mr. Drummer
Mr. & Miss Gay Asian Pacific 94
Mr. SF Leather

OUTSTANDING FUNDRAISER

(Public Vote)
Ten Years of Facing The Future
Together
'Charm School Reunion'
NGLTF's Fight The Right Project
AIDS Dance -A- Thon 94
AIDS Walk SF 94
Beach Blanket
Babylon's 25th Anniversary

OUTSTANDING COMMUNITY EVENT

(Public Vote)
Castro Street Fair 94
AIDS Candlelight
Memorial March 94
Folsom Street Fair 94
Dyke March 94
Christmas Eve Dinner for PWA's 94

OUTSTANDING EVENT

(Public Vote)
Opening Night National
Conference of PFLAG SF
"It's A Jungle Out There" -
Academy of Friends Oscar Gala 94
New Years Eve at Club Universe
Frameline Film Festival Gala 94
The Uniform and Leather Ball

OUTSTANDING EVENT BY AN INDIVIDUAL OR SMALL BUSINESS

(Public Vote)
Leather Extravaganza
OrchidMania 94
Rikki Streicher Valentine's Day
Dinner Benefit for the Lesbian/
Gay Center of The Main Library
Hayes Street Merchant's Christmas
Wreath Sale
Emperor Chuck Presents, by
Emperor XXII Chuck Adkins

OUTSTANDING THEME DECORATION

(Public Vote)
Rawhide II - Christmas
Motherlode - Christmas
Midnight Sun - Christmas
Lone Star Saloon - New Year's Eve
Welcome Home - Halloween

BOARD OF DIRECTORS AWARD

Robert Morse / *S.F. Examiner*

OUTSTANDING COLUMNIST

(Public Vote)
Michael Botkin - *Bar Area Reporter*
Robert DeAndreis - *Sentinel*
Mimi = Freed- *Dykespeak*
Ron Hewlett - *Odyssey Magazine*
Nan Parks *Bay Times*
Mary Ann Swissler - *Bay Area Reporter*

OUTSTANDING JOURNALIST

(Public Vote)
Aslan Brooke - *Frontiers*
Pete Hodgdon - *Sentinel*
Tim Kingston - *Bay Times*
Bruce Mirken - *Frontiers*
Deborah Oakley-Melvin - *Dykespeak*
Mindy Ridgway - *Bay Times*
Mike Salinas - *Bay Area Reporter*

OUTSTANDING CRITIC

(Public Vote)
Erin Blackwell - *Bay Area Reporter*
Greta Christina - *Bay Times*
Rebecca Hensler - *Bay Times*
Matthew Kennedy - *Sentinel*
Daniel Mangin - *Bay Area Reporter*
Stephanie Von Buchau - *Sentinel*

OUTSTANDING WOMEN'S COMMUNITY ORGANIZATION EVENT

(Public Vote)
Be-Bop Bandstand
Colors
The 4th Annual Lesbian Mixed
Doubles Tennis Tournament
LAVA Awards
Skirts Gay Pride Dance

OUTSTANDING CONTRIBUTION BY A WOMEN'S ORGANIZATION

DeCastro Sisters
Whiptail Lizard Lounge Collective
A Fund Of Our Own
Women's Cancer Resource Center
Asian Pacific Sisters

OUTSTANDING CLUB

(Public Vote)
Pleasuredome
Rawhide II
The Girl Spot
The Box
Club Universe

OUTSTANDING DISC JOCKEY

(Public Vote)
Carl Ewaskowitz (Jackhammer)
Gene Macedo (Rawhide II)
Jerry Bonham (Pleasuredome)
Matthew Consola (The Girl Spot)
Phillip B (The Cafe)
Jan Cooley (Club Universe)

BOARD OF DIRECTORS AWARD

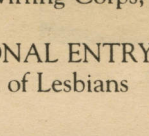
Angels In America
Tony Kushner and Cast

ENTERTAINER OF THE YEAR

(Public Vote)
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Joan Jett Blakk
Scott Capurro
Pussy Tourette
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San Francisco, CA 94115
(415) 923-0222**

NATIONAL NEWS

Response (and Lack of Response) To Clinton's Newest AIDS Budget

by Bob Roehr

AIDS and gay activists gave polite applause to President Clinton's proposed increase of 5.1 percent in AIDS funding for fiscal year 1996. It was a warmer reception than the community had given him a year earlier when, ironically enough, he had proposed a slightly greater percentage increase in total spending.

The reaction was an attempt at "positive reinforcement" according to one lobbyist who wishes to remain anonymous. "He [Clinton] does so little positive that we felt like we should encourage this."

That tone was reflected in a statement released by the Gay Men's Health Crisis in New York: "Although these proposed increases fail to keep pace with the growth of the epidemic, they nonetheless recognize the unique dangers posed by AIDS."

"The problem is, it's not really a budget, it's not even talking points," the lobbyist continued. "I talked with the House Appropriations principle two days after it came out. It was like, 'Are you guys going to take a look at this?' 'No.' [Ohio Republican John] Kasich is writing the budget, they are all working on it." He has no "read" on how it is going to come out.

But even before funding must come reauthorization of the Ryan White Care Act, the principle vehicle for federal dollars for treatment and care. The Senate will lead on this one. Most lobbyists believe it the more sympathetic of the two chambers.

Nancy Kassebaum (R-Kansas) now chairs the key Education and Labor committee, last year headed up by gay ally Ted Kennedy (D-Massachusetts). She "has committed herself to reauthorizing the Act," said Cornelius Baker, public policy director for the National Association of People With AIDS (NAPWA). And she is moving quickly toward implementation.

A briefing by AIDS lobbyists on Thursday, February 9 drew representatives from about forty

Senate offices. Hearings are scheduled on Ryan White for Wednesday, February 22. Kassebaum plans to mark up a bill in March and send it to the House for consideration.

"But there is no guarantee that we will be able to get it through the House in a timely manner," Baker said.

Thomas Bliley (R-Virginia) chairs the renamed House Committee on Commerce, which has jurisdiction over this legislation. He has been supportive of AIDS issues in the



President Bill Clinton

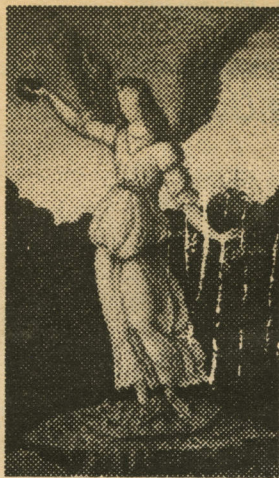
past and will likely remain so. However, he has stated that the committee will concentrate on provisions of the Contract with America during the first one hundred days of the session and turn to other matters, including reauthorization of Ryan White, only after that.

AIDS czar Patsy Fleming and Health and Human Services Secretary Donna Shalala continue to publicly say that AIDS is not a

partisan issue and foresee no big battle in Congress over funding. That perspective is reflected by AIDS lobbyists and by Rich Tafel, executive director of the partisan national organization Log Cabin Republicans.

"If Ryan White becomes a partisan issue, everyone loses," Tafel told the Capitol Area Log Cabin Club on February 13. He sees his role not as an expert on AIDS but as "a liaison or bridge to help get those experts into meetings," and "to help translate the message into language that Republicans understand." He cited the work they have done in mobilizing Republican governors and big city mayors in support of reauthorization of Ryan White. ▼

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operation concern

Pentagon Snit On AIDS Spending

by Bob Roehr

WASHINGTON — The Pentagon tried to slash current research spending on AIDS (\$30 million) and breast cancer (\$150 million), justified as economy moves not central to their "mission" of battlefield medicine. The programs have never been popular with the military brass, but have had strong support on Capitol Hill.

The work has been funneled through the affiliated Henry M. Jackson Foundation, which coordinates and funds much of the medical research within the armed services.

Researchers had already stopped accepting new patients into programs and were told to

expect layoffs, according to a story in the February 10 edition of the *Washington Post*.

That news brought a strong rebuke from White House Chief of Staff Leon E. Panetta. He fired off a letter to Defense Secretary William J. Perry, saying, "The President believes that research to combat these deadly diseases is vitally important to all Americans, and it is of special significance to him."

The \$9.6 million the President requested in his budget for AIDS research within the military is less than the Pentagon asked for last year, and is, in fact, less than it has received in every year since 1988. ▼

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LGD1069 for Kaposi's Sarcoma

A new retinoid gel for topical application to KS lesions. Provides a non-cytotoxic option for people with skin KS. 8 week study with option to continue if the gel is safe and effective. Sponsored by Ligand Pharmaceuticals.

Delavirdine (U-90, BHAP)

Two studies available: first, for people with 200-500 CD4 and less than 6 months of AZT, a double-blind comparison of AZT plus DLV vs. AZT plus placebo; second, for people with fewer than 300 CD4 and less than 4 months of ddI, a double-blind comparison of ddI plus DLV vs. ddI plus placebo. Upjohn.

Nevirapine

Two groups of volunteers with 200-500 CD4: those who have taken AZT for 4-24 months, who receive either AZT plus NVP or AZT plus placebo, and those who have not taken antiretrovirals, who receive NVP or placebo. The study offers cross-over to active drug for all participants. Boehringer Ingelheim.

For further information, please call the Client Care Coordinator at (415) 353-6215. HIVCare is a program of the Clinical Research Department at Saint Francis Memorial Hospital, 900 Hyde St., SF 94109.

COMMUNITY NEWS

The Changing Demographics of AIDS

by Mary Ann Swissler
East Bay Correspondent

Figures show more than three-fifths of AIDS cases reported to the CDC through last June were of white gay men, nearly four times the number of African-American men. But the growth rate of the disease presents a whole different picture: approximately three-fifth of new cases are among African-Americans, according to the CDC, compared with fewer than one-fifth from the white population.

And as the demographics of people with AIDS change, administrators say, so must the demographics of the people in charge of AIDS programs.

Ron Hypolite, director of client services for the AIDS Legal Referral Panel, told the *Bay Area Reporter* that the participation of gay men at an administrative level is vital, because no matter which direction the demographics take, AIDS started out and continues to be looked upon as a gay disease. "And that perspective has shaped policy in this country," he said.

While not disagreeing with that, Michael Lyons, executive director of the African-American AIDS Support Survival Institute (AMASSI), said that African-American gay men need to participate in the funding debate if that population is ever to get its collective needs addressed. Lyons, who is an African-American heterosexual, told the *B.A.R.* there is a clear lack of African-American administrators in government AIDS programs at present – and those who do exist are often reluctant to fight for programs that target the African-American community, for fear of sacrificing gay white men, women, or other groups hit by AIDS.

"But I think it's their responsibility to go a step further," he said. "I think it should be their priority, because there's not that many of us in those positions in the first place."

Lyons said culturally-sensitive services must be provided to many communities, despite objections from those who are already pressured by budget cuts. "When funding comes around, people don't particularly want to hear the fact that you provide a service for a [single] population and not the general population." He also said that people can philosophically

accept the large impact of AIDS on the African-American community, "but when you start asking for funding it's a new ballgame."

With AMASSI, for example, "I think the [Alameda County] Office of AIDS would like to see AMASSI survive," he said. "But I think they have to go a step further and insure that they survive."

The Alameda microcosm

The picture of AIDS in America is more accurately typified by Alameda County – and Oakland in particular – than San Francisco, where much of modern AIDS activism took shape: a dozen miles from the Castro needle exchange is still a crime and women, young people, and African-Americans represent the fastest-growing pool of those getting AIDS – faster than services can keep up.

The county postponed the establishment of an infrastructure until the late 1980s, and is still struggling to catch up. Community activists told the *B.A.R.* that Alameda County has never adequately met the needs of white, gay men already living with the disease – and continues to fail them – as many groups traditionally facing discrimination have been left to do the best they can with an uncertain level of government and private resources.

What emerges is a microcosm of the priorities in American medical care – sexual and ethnic minorities in polarized camps, pitted against each other.

African-Americans make up 40 percent of Oakland's AIDS population and represent 25 percent of the AIDS Office staff. A little under half, 48 percent, of the AIDS cases are white, and 29 percent of the staff are white. Of other staff members, 29 percent are Asians/Pacific Islanders and 17 percent Hispanics.

For Alameda County, African-Americans make up 37 percent of the AIDS cases, and whites make up 52 percent.

Lyons told the *B.A.R.* he thinks the racial prejudices are harder to overcome than sexual orientation when it comes to getting programs adequately funded. "I do think a person who is gay identified obviously has more insight into the problem. The only thing about that is that it can become more narrow-minded. And I think you need a

perspective from different sexual orientations of people. I think you need a diversity."

As important as ethnic diversity is, it's a long way off, he predicted. Part of the problem, he said, is, "I think it's hard for an African-American male to apply for a position as an administrator and receive the kind of consideration as somebody else who is not an African-American." The result: "What I'm seeing is that it has not reflected the very diverse representation of the people of the state of California."

Eugene Richards, Director of the Office of AIDS Administration, told the *B.A.R.* that he has been confronted many times that he is neither gay nor white. He emphasized that he does not believe people have been racist, however. "It's one of the banes of my existence. It's not a gay virus, although the gay community has become the locus of the virus. It knows no gender. What we try to do is to look at it in that light."

"Worldwide," he observed, "AIDS is a heterosexual disease."

In his job, Richards said he works to balance funding priorities, and although basic disagreements are unfortunate, they are inevitable. Staffing is mostly conducted on the basis of merit, he said. "What we try to do in this office is design one that relatively reflects the people we serve."

After Krandal Kraus left the County AIDS Office last year on medical disability, clients complained about lack of white gay HIV-positive men on staff. A gay white male caucus is now under formation, to keep track of the office: it remains to be seen how the community will respond to it.

Richards told the *B.A.R.* he cannot cite the exact number of gay men and lesbians in the division, because not everyone is out. His former assistant director from 1986 to 1993, Audrey Swift, was an out lesbian who left to work in Vietnam. One gay African-American man worked in the division but has since left.

Richards said the office is actively recruiting a gay white man who is HIV-positive, but acknowledged that wasn't what he looked forward to most.

"I'd like to see a cure," he said ruefully, "so I don't have to do this job anymore." ▼

AIDS in U.S. Kids Tops 1,000

by Larry Schuster,
UPI Science and Technology Editor

WASHINGTON – The number of American children under age 13 with AIDS topped 1,000 in 1994 for the first time since the epidemic began, mostly as a result of maternal transmission of HIV, the CDC reported February 2.

Writing in the *Morbidity and Mortality Weekly Report*, Dr. John Ward of the U.S. Centers for Disease Control and Prevention said 1,017 children were reported to have AIDS in 1994, an eight percent increase over the previous year. About 92 percent of the children were infected by HIV-positive mothers around the time of their birth, Ward told United Press International. That would indicate more than 80 preteens caught the virus through sexual contact or intravenous drug use.

Earlier in the week, CDC officials announced at a conference on retroviruses in Washington that AIDS had become the number one cause of death in 1993 in the age group 25 to 44 years.

In that age group, 28,000 people died because

of AIDS in the United States, just surpassing the number of deaths by unintentional injuries, which includes accidental deaths by motor vehicle, occupation-related deaths, drownings, fires, falls, and accidental poisonings.

The number three cause of death in that age group now is cancer; the number four is heart disease.

Ward noted, though, that all the other causes of death themselves reflect a number of causes. Even heart disease and cancer have a number of causes. By contrast, death by AIDS is the only leading cause of death that results from a single agent – a virus.

The CDC said a total of 81,691 cases of AIDS were reported in 1994, representing 20 percent of all AIDS cases ever reported in the United States.

If there is any bright spot on the horizon, Ward wrote, it is the finding that HIV-positive pregnant women who take the drug AZT decrease their chance of transmitting the virus to their child by two-thirds. He declared the finding "one of the biggest success stories" of the year. ▼



November 29, 1994

Ira K. Glasser
c/o The Life Center
1675 California Street
San Francisco, CA 94109

Dear Ira:

Please forgive my delay in responding to the documents from the Life Center Board regarding AHP's becoming the master tenant at 2299 Market. Per our lunch discussion at Bull's, I have enclosed a revised version of the Letter of Agreement we received from you.

As we discussed, AHP's position remains optimistic that a mutually acceptable agreement can be reached. In sum, AHP's intent is to make the site at 2299 Market a thriving center for AIDS services in the Castro as well as the rest of the city. As you know, our current mix of programs is varied and the demand for our existing services outstrips our ability to supply them. Our experience at 400 Castro will also be invaluable in helping to determine the best service mix at the 2299 Market St. site.

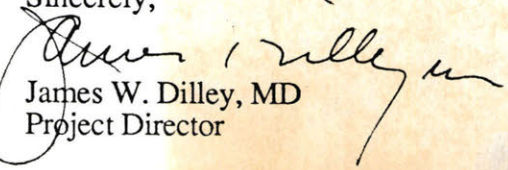
Given the likelihood that our exposure at 400 Castro will only increase the demand for our services and the fact that the space at 2299 Market is not that large, we continue to worry that AHP's own service needs will be large enough to greatly restrict the tenancy of other agencies in the building. Therefore, you will see this attitude reflected in the changes made to the agreement.

Please know that we are not categorically opposed to sharing the space with other providers. Under our existing agreement--that AHP will have complete oversight responsibility for any other tenants (including the right to "evict" such tenants, should this be necessary for any reason of our determination)--we are open to diversifying the services offered at 2299 Market. In fact, we support the concept that as many necessary services as possible should be available at the site. However, I believe you can appreciate that we must first look after the needs of our programs.

Finally, you will also see that the changes made to your proposed agreement reflect the wish of AHP to feel in control of "its" site and its programs. We want to work in a spirit of cooperation with the Life Center who will have made this wonderful space available for AIDS services in the Castro. However, please know that we cannot enter into any agreement that compromises AHP's ability to direct its own future or to put its programs in potential jeopardy because of a need to satisfy another group who may have a differing vision of the future of AIDS service needs.

We are sincerely grateful to you for all you and the Life Center Board have done in bringing this process along this far, and we believe that you will find us willing to talk and to be reasonable. Please also be aware that no disrespect or ill will towards you or the Life Center Board is meant by insisting on this independence. Thank you and I look forward to talking with you again. Please feel free to call if you have any questions.

Sincerely,


James W. Dilley, MD
Project Director

Mailing Address
UCSF AIDS Health Project
Box 0884
San Francisco, CA
94143-0884

Street Address
1855 Folsom St., Suite 506
San Francisco, CA 94103
415-476-6430
FAX 415-476-7996

cc: Joanna Rinaldi, Deputy Director
Katherine Bella, Chair, Community Advisory Board
Victor Murphy, Vice-Chair, Community Advisory Board

DRAFT + DRAFT + DRAFT
FOR COMMENT AND REVISION ONLY
**LETTER OF AGREEMENT UNDERSTANDING BETWEEN
2299 MARKET STREET, INC., AND
THE UCSF AIDS HEALTH PROJECT**

By our signatures, we, the authorized representatives of 2299 Market Street, Inc. (hereinafter referred to as The Life Center) and The *UCSF* AIDS Health Project (hereinafter referred to as AHP), agree to the following objectives, terms and conditions:

Purpose: The purpose of this agreement is to establish the means by which AHP will extend AIDS/HIV related services in the Castro District of San Francisco through a master lease with The Life Center for 13,500 square feet of space in a new building at 2299 Market Street, built, owned and operated by The Life Center.

Programmatic Issues

- 1. Program Mix:** The Life Center and AHP will work together to achieve a mutually agreed upon programmatic mix. The attached exhibit (EXHIBIT A) reflects the programmatic types for which the new facility at 2299 Market Street has been conceived by The Life Center. While substantial complementarity between it and the spectrum of services contemplated by AHP has already been achieved, those services which may not already be included in AHP's projections, if any, may be added by AHP through incorporation under its master lease with The Life Center of sub-lease agreements with other AIDS service agencies. ~~The~~ **The terms of any** sub-lease agreements will be approved by The Life Center. The ultimate tenant mix will be mutually agreed upon by AHP and The Life Center. (Both AHP and The Life Center expect to learn from the experience at 400 Castro Street as it unfolds where the most frequent referrals will become an additional guide to the most desirable service mix at 2299 Market.) AHP will have complete oversight authority and accountability for the quality of care given clients of AIDS/HIV services at 2299 Market Street in the 13,660 square feet of space subject to their master lease.
- 2. Conference Center:** The conference center must be self-sustaining and it must complement client services. The Conference Center will be comprised of a large meeting room divisible into three smaller rooms, a kitchen, part-time access to small group rooms within the AHP master lease space and a fully supplied equipment room (audio visual, wheelchairs, cribs, toys, etc.). The Conference Center will be scheduled by the Life Center or AHP staff within terms negotiated in the AHP master lease. AHP will have a high level of preferred access, as will Trinity United Methodist Church. The Life Center will have the responsibility to ensure that the Conference Center generates roughly the same income per square foot that the non-profit tenants in the building generate.

3. **Program Monitoring Reporting:** There will be an annual review ~~discussion~~ of the tenant mix, spectrum of client services **at 2299 Market** and the changing nature of the epidemic. The Life Center and AHP will mutually agree upon the client service plan for the ensuing year only in terms of its projected compliance with the use clause in AHP's master lease. This gives both parties a mechanism by which to adapt to changing needs, if necessary. **AHP will initiate this discussion with appropriate Life Center designees and will entertain any requests for service revisions. Changes in client services provided at the site will be at the discretion of AHP.**
4. **Building Design Elements:** AHP and The Life Center will reach a mutual space planning design for demising the 13,660 square feet for services. The Life Center will establish a basic finishing standard for the entire building. ~~The Life Center will consult with AHP on any interior finishes which AHP desires in relation to the building standard.~~
5. **Visibility:** AHP will **determine to what extent they desire building signage and public notices of the building services to emphasize AHP's service delivery** ~~receive clear public recognition of its role in the facility as a whole~~ **determine** Building signage and public notices of the building's services will emphasize AHP's service delivery.
6. **Naming:** The name of the service provision portion of the building will be mutually agreed to by The Life Center and AHP and should reflect:
- A. The wishes of any donor(s) who might make AHP's presence possible, or
 - B. Some name that embraces the agencies which AHP brings into the project to fill out the spectrum of services, or
 - C. A name which moves with AHP from 400 Castro, or
 - D. Some other name of our mutual devising.

~~Dependent in part on the above, the building as a whole may either have signage reflecting "The Life Center" or none at all, save the major tenants, as provided for in their respective leases.~~

7. **Ongoing Building Use Decisions:** The AHP Executive Director or designee will have one seat on the 2299 Market Street, Inc., Board of Directors. The by-laws of the corporation **will** provide that the major service provider tenant will supply a board member which may be replaced at the discretion of the tenant.

Financial Issues

- 1. Short-term Rent Payment:** The Life Center will work with AHP to help secure the means for AHP to pay its base rent. Should such funds not be forthcoming, then AHP shall have the option to choose that our lease agreement will not go forward.
- 2. Project Management Assistance:** The Life Center will continue to work with AHP and philanthropic foundations and other sources to secure funding for a liaison planner to work with The Life Center and AHP to direct- **coordinate** program planning as well as space design.
- 3. Long Range Development to Support Service Delivery:** Although the need for general expansion of AHP's services is as yet undefined, The Life Center will be open to the implications to The Life Center of assisting AHP's strategy for a long-term funding base. This assistance may relate to the conclusion of the base rental underwriting as described above.

In summary, The Life Center and AHP believe that a mutually satisfactory lease document can be reached between us incorporating the agreements outlined above and those which legal counsel and prudence will commend as our talks continue.

This is not a binding agreemnt, but rather a statement of intent. Until appropriate funding has been secured, this should be considered a statement of intent.

Mark Sackett, President
2299 Market St., Inc.

James W. Dilley, MD, Director
UCSF AIDS Health Project

Date_____

Date_____

p-25
→ Tim Dilley
476 7996

THE AIDS/HIV LIFE CENTER

July 25, 1994

TO: THE LIFE CENTER BOARD
FR: PAUL DIRDAK

RE: TIMELINE FROM VARIANCE HEARING TO CONSTRUCTION

At last week's board meeting you requested a timeline showing the several steps as staff understands them from now until construction begins. This is our best thinking:

7.14.94 Variances and Conditional Use intention to grant by Planning Commission.
(We passed this major milestone just before our last Board Meeting.)

8.5. Mayor's Office of Community Development, submit tenants improvements application for the direct service providers.

~~8.18~~ ^{p-25} Planning Commission final hearing with conditions on variances.

8.22 Ground Lease amendments, By-laws amendments and Trinity Lease submitted to the Methodists.

8.29 Walgreens' lease decision.

9.30 Complete Walgreens' and other leases.

10.14 Submit complete Cal Mortgage, Retirement Board and Foundations applications.

11.18 Funding in place

1.22-2.4.95 Public Groundbreaking event sometime these two weeks.

3.18 Construction Documents completed and permits Issued.

4.18 Construction begins.

then, 14 months until opening

THE AIDS HEALTH PROJECT

A project concerned with AIDS Prevention and Health Promotion

UCSF AIDS Health Pro
Box 0884
San Francisco, CA 9414

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Telephone# (415) 476

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Phone #	476-6442	

FAX TRANSMITTAL COVER SHEET

DATE: 8/23/94

TO: Ira Glasser TELEPHONE#:

ADDRESS:

NUMBER OF PAGES: 4 FAX TELEPHONE#: 664-9562
(Including transmittal sheet)

COMMENTS: Ira, I

Please disregard the previous faxes. This is the final version. I am also sending you a clean copy in the mail.

TRANSMITTED BY: Dorothy Finnett

FOR:



August 23, 1994

Mr. Mark Sackett
President, Board of Directors
The AIDS/HIV Life Center
1675 California Street
San Francisco, CA 94109

Dear Mr. Sackett:

I am writing to confirm your support of the negotiations between the UCSF AIDS Health Project (AHP) and the AIDS/HIV Life Center concerning AHP's becoming the primary HIV service provider the proposed new building at 2299 Market St. As you probably know, conversations between Ira Glasser and myself have been ongoing for some time. I am writing now because I understand the successful resolution of our negotiations is critical to securing the remaining financial arrangements needed to complete the building.

I am happy to report that a mutually agreeable arrangement governing our involvement with the Life Center building appears possible. We have several programmatic and financial conditions that need to be met if we are to participate (see below); however, based on our discussions I believe we can work out a suitable arrangement. Let me outline some of the issues we have been discussing.

Programmatic Issues

1. Program Mix: Our overriding interest in participating in the building at 2299 Market is to ensure that quality client services are delivered in a manner that is as respectful of clients' needs and as programmatically sensible as possible. To ensure quality services are provided means ensuring appropriate management of the programmatic elements of the site. As you may be aware from earlier attempts to bring disparate HIV service providers together under a single roof to provide services, a central, on-site service provider authorized to provide oversight to the service delivery system is essential to its overall success.

Given this history, AHP must be given the authority to oversee the development and execution of HIV services provided there if we are to participate in the delivery of services at this site. It is our understanding that The Life Center supports this position. This oversight authority may well mean that AHP will actually take over the entire available space, or alternatively, that AHP will be responsible for the development of a service delivery plan that will provide for a coherent service mix made up of appropriate service providers.

2. Building Design Elements: The services to be delivered should drive final internal building design decisions. Thus, AHP must share in final approval of plans for build-out within a dollar figure to be negotiated. Both parties have agreed that final internal design decisions should be service driven and that as the primary tenant, AHP would be intimately involved in finalizing internal building plans.

Mailing Address

UCSF AIDS Health Project
Box 0884
San Francisco, CA
94143-0884

Street Address

1855 Folsom St., Suite 506
San Francisco, CA 94103
415-476-6430
FAX 415-476-7996



3. Visibility: As it is anticipated that AHP will be responsible for the majority of HIV services provided in the building we feel it is a condition of our participation that AHP receive clear public recognition for the work it does. In response, the Life Center has offered to name the building, the UCSF AIDS Health Project. Our position is that the name of the building must make sense for clients, as well as to assure AHP visibility. The actual name remains undetermined pending finalizing of service plans for the building. For example, if AHP occupies the majority of the space, but makes some space available to staff from other agencies to provide a specified service not currently offered by AHP, the building could be named the "UCSF AIDS Health Project". If, on the other hand, it is deemed more appropriate to permanently co-locate other agencies in the building, the building name could reflect this broader use. In any case, AHP reserves the right to participate equally with the Life Center in final selection of a mutually acceptable name.

This item has been agreed to by the Life Center.

4. Ongoing Building Use Decisions: The lease of the real property upon which the building will be constructed will be held by the non-profit organization, 2299 Market St, Inc., which will be AHP's landlord under an office space lease. To be assured of adequate representation we would like to accept the Life Center's offer that the by-laws changed to include a seat on 2299 Market St.'s Board of Directors for the Executive Director of AHP or his designee.

It is understood and agreed by both parties that AHP would have no traditional building management responsibilities.

Financial

1. Short-term Rent Payment: AHP is not now and, based on its present funding sources, is not likely to be in a financial position to pay for the entire proposed rental costs (projected at \$1.00 per square foot plus triple net charges/month x approximately 13,500 sq. feet available for direct services) at 2299 Market by the time the space is available for occupancy (projected mid-1996). In order for AHP to enter into this agreement, the Life Center has committed to raise funds, with AHP's full support and participation, to support AHP's tenancy for the period from the opening of the building until the debt is sufficiently retired to make the rent for which AHP will be responsible affordable.

This item has been agreed to by the Life Center.

2. Project Management Assistance: In order to proceed with this project, the Life Center has agreed to secure funding, with AHP's full support and participation, for AHP to hire a Program Development Specialist. This AHP employee will be the liaison between AHP leadership and the Life Center staff to ensure program planning decisions are carried out and building design concerns are addressed.

This item has been agreed to by the Life Center.

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3. Long Range Development to Support Service Delivery: The resources of the AIDS Health Project will be significantly strained by taking on the responsibility of this new and very public service site. To adequately meet the anticipated demands for increased client services, as well as the need to manage public information requests and referral, the Life Center has agreed to help AHP develop and secure a long-term strategy for increasing our funding base. These funds will be used to hire and maintain needed staff positions to assure the smooth functioning of the service site, as well as to support the already strained infrastructure of AHP.

This item has been agreed to by the Life Center.

4. HIV Services Conference Center: This item has both programmatic and financial elements. Currently the Life Center has plans for a conference center as part of the building. It is our wish that the conference center be self-sustaining and that it complement client services.

This item has been agreed to by the Life Center.

To summarize our position, I believe it is fair to say that, pending final written agreement from the Board to the issues outlined above, the AIDS Health Project will become the primary tenant at 2299 Market St. We believe that this site can, in fact, bring a spectrum of needed services to an excellent location and that the citizens of San Francisco, whether living with HIV or not, will be well served by a partnership of the AIDS Health Project and the Life Center.

I look forward to receipt of your written agreement to these issues on behalf of the Board. Please do not hesitate to contact me if you have any questions.

Sincerely,

James W. Dilley, MD
Director, UCSF AIDS Health Project

cc: Joanna Rinaldi, Deputy Director, AHP
Stephen Herman, President, AHP Community Advisory Board
Victor Murphy, Esq., AHP Community Advisory Board
Daniel Hernandez, AHP Community Advisory Board
Bill Lorton, AHP Community Advisory Board
Kathy Bella, AHP Community Advisory Board
Ira Glasser, Development Coordinator, the Life Center
Tim Wolfred, President, Program Advisory Board, the Life Center

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L I F E T I M E S

Spring 1995

THE AIDS/HIV LIFE CENTER

2020 TIME CAPSULE RECORDS YOUR THOUGHTS ON AIDS

How did AIDS affect your life in 1995? A time capsule filled with your written recollections — anger, hopes and dreams — will be placed in the Life Center building during construction. And in 2020, the 25th anniversary of ground breaking, the capsule will be sent to the White House, giving the President a moving record of how AIDS affected Americans' lives in 1995.

"Join us in writing the real history of AIDS," says board member Javier Valencia of KRON-TV who conceived the idea.

Send your writings to: 2020 Time Capsule, c/o The AIDS/HIV Life Center, 1675 California St., SF, CA, 94109.

Whatever you contribute should fit into a 7" x 9" envelope.

MARCH GROUND BREAKING EVENT LAUNCHES NEW BUILDING

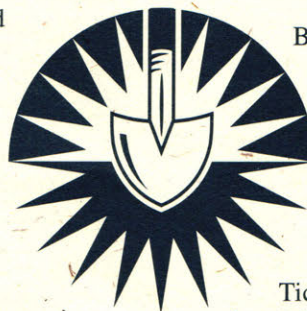
Our pioneering new AIDS/HIV services building, which will become a San Francisco clearinghouse for AIDS information, will be located on the lot where Market, Noe and 16th Streets converge. The two year construction period will begin this year.

BENEFIT DINNER

On Thursday evening, March 30, a Breaking Ground benefit dinner at the San Francisco Hilton Towers will be co-chaired by Amy McCombs, of KRON-TV and Chronicle Broadcasting Corporation and David Pottruck, of Charles Schwab & Co. The black-tie event will honor all those who have contributed to the center, this year citing Tim Hanlon of Wells Fargo Bank, Steven Oliver of Oliver & Company and Keith Wetmore of Morrison & Foerster.

WE ASK YOUR HELP

"We ask you to join us in acknowledging how far we have come and in helping to raise the balance of our necessary funds," said Life Center Board President, Mark Sackett.



Following cocktails at 6:30 p.m. and dinner at 7:30 p.m., Board of Supervisors member and comedian Tom Ammiano will MC the evening's cabaret and comedy show which, at presstime, includes pianist Larry Vukovich and cabaret singers Rachel Fyffe and Grace Robbins.

Bons vivants who relish bargains can bid in the silent and live auctions on luxury hotel stays, theater/restaurant packages, opera and ballet performances, artwork and signed books.

Tickets for the Breaking Ground dinner are \$250 for sponsors and \$150 for general supporters. For information, reservations or table sales call 415-243-8305.



Pianist: Larry Vukovich

THE AIDS/HIV LIFE CENTER JOINS IN PARTNERSHIP WITH UCSF AIDS HEALTH PROJECT

After more than a year of planning and discussion between them, an agreement of intent has been reached between the Project Director and the Community Advisory Board of the AIDS Health Project of the University of California at San Francisco Medical School and the Executive Director and the Board of Directors of the AIDS/HIV Life Center project. AHP

will "manage the standard of care" at the new building to be located at Market, Noe and Sixteenth Streets.

AHP and the Life Center will work together to insure that once the new building opens, the transition and expansion of services from the 400 Castro temporary location to the new

continued on page 2

facility is a smooth one. Both parties "support the concept that as many necessary services as possible should be available at the new site."

Fully accessible to all, and especially to low- and medium-income individuals, AHP's existing city-wide services program includes their providing culturally sensitive counseling and education to help stop the spread of HIV infection and to help people face the emotional, psychological and social challenges of living with HIV disease. Grants from the Mayor's Office of Community Development will help pay for tenant improvements in the over 14,000 square feet of space which will be available for the provision of direct services in the new facility.

THE NEW BUILDING'S TENANTS WHO ARE THEY?

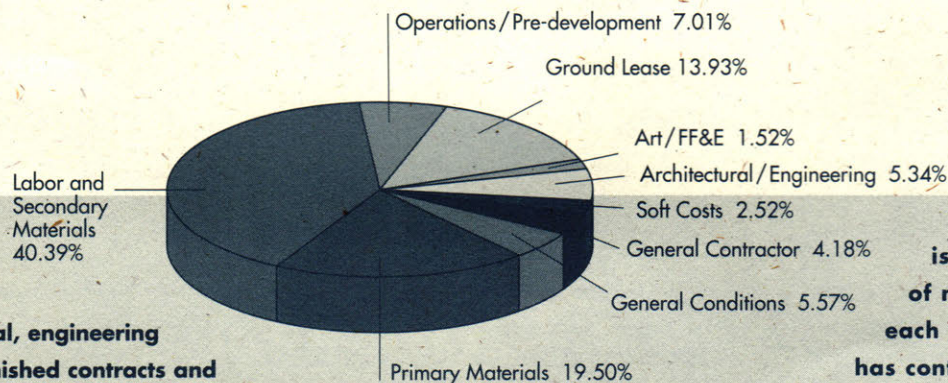
Offering remedy and repair for both the body and spirit, tenants in the new AIDS/HIV Life Center building will include:

- **AIDS Health Project** — This UCSF program will provide, select and manage a range of AIDS services organizations available to anyone who walks through the door needing help or information. Structured to include categories such as testing, information and referral, education and prevention, support group and individual counseling, and independent living support services, the AHP program will continue to reduce duplication of services and improve the efficiency with which these services are delivered to the community.
- **Under One Roof** — New quarters will provide more space for the non-profit gift shop which donates 100% of its sales revenues to the AIDS organizations whose merchandise they display.
- **The Life Center** — We will have our own small administrative office in the new building, continuing to handle community access to the Life Conference Center facilities.
- **Trinity United Methodist Church** — Along with a small administrative office, every week the conference facility will become the place of Sunday morning worship.
- **Walgreens Pharmacy** — This is a first-of-its-kind among Walgreens and will specialize in the pharmaceutical aspects of a typical Walgreens establishment. The store will also include space for private consultations between pharmacists and their customers. Walgreens does a tremendous amount of business at 18th and Castro Streets and has no plans to close that store. It does plan to expand greatly the amount of pharmaceutical services it provides to the neighborhood through its presence at the new building.

PROJECT COST ESTIMATE

In the above chart, architectural, engineering and soft costs are based on finished contracts and proposals. The costs for the building itself are based on careful estimates by the contractor. Figures for operational overhead, installation of an artglass gift and furniture, fixtures and equipment (FF&E) are a product of our experience and estimates. The land value which is shown is based on a property appraisal updated to reflect current rental rates;

Throughout the list of costs is evidence of generosity. The first section, Architectural and Engineering, for example,



is composed of nine firms each of which has contributed or deferred, until the building is funded, all or part of the listed fees. In the categories "Primary Materials" and "Labor and Secondary Materials," suppliers and subcontractors from carpets to elevators to heating and ventilation plants are all negotiating with the Life Center to reduce their costs or eliminate them. The land has been donated entirely.

COMMUNITY GENEROSITY DRIVES LIFE CENTER FINANCING

The AIDS/HIV Life Center's projects are the products of massive community generosity. First, the land — a million dollars — was given to the project by Trinity United Methodist Church, which had resided at the site since the 1890's. After it burned in 1981, the parish chose to use its property to meet community needs. That gift encouraged the willingness of many more. Throughout the four years of the development process, lawyers, architects, engineers of all kinds, realtors, City officials and many others have given extraordinary amounts of time to realize the project. Over \$500,000 worth of in-kind contributions have been made already and there are more to come.

The Life Center staff and program have operated on two cash sources: first, a \$350,000 loan from the church, and second, the Life Center's board has added an equal amount in fund raising through a few events and grants coupled with many small gifts, to keep us in business.

The new building itself is complex in its financing. Between a \$1 per year long-

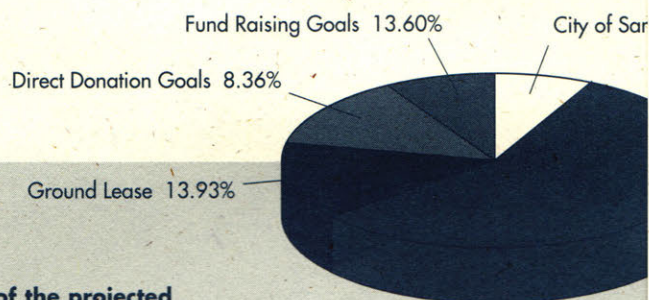
term ground lease from Trinity United Methodist Church and building leases about 67% of the project's remaining costs are expected to be met. A small fraction of the space, 3,000 square feet of 21,000 square feet, will be used by Walgreens Pharmacy, a wholly new concept of the Walgreens Company, which will pay top rental rates. Most of the space will be used by AIDS service providers and Under One Roof, paying lower rental rates. Over the first year of the new building, through further fund raising successes, their rents will drop. Our goal is to reduce the non-profit agencies' rents to nothing and systems are under design to lead to that goal.

In addition to the gift of the ground income from leases, about 8% of the project is to be funded by the donations to maintain necessary costs and components of the building itself. The construction industry has had very little opportunity to show their support for people with AIDS, many of them have been looking for chances to do so. Also, and very sig-

SOURCES FOR FUNDING

The largest section of the projected "sources" chart, above, is a loan to be supported by tenant leases. The building's single commercial tenant, a Walgreens Pharmacy which will operate primarily as a consulting prescription pharmacy and for the sale of related over-the-counter medicines and health aids, has agreed in a completed lease to pay a top-of-the-market rate for less than half of the ground floor. The other tenants are all non-profits, paying lower rental rates.

The ground lease is an outright gift.



The Direct Donation Goals are to support the construction of the building.

At this juncture, the project is divided evenly between the capital project and the operating costs. Raising this current and

THE AIDS/HIV LIFE CENTER



CAPITAL CAMPAIGN

PLEASE SHARE YOUR ENTHUSIASM FOR THE AIDS/HIV LIFE CENTER BY GIVING THIS COPY OF LIFETIMES TO A FRIEND.

Enclosed, please find my donation to your capital campaign.

Name _____
 Company _____
 Address _____
 City _____ State _____ Zip _____
 Phone (____) _____
 FAX (____) _____
 Authorized Signature _____ Date _____

Please mail completed form and check to:
 The AIDS/HIV Life Center, 1675 California St.,
 San Francisco, CA 94109

FOR ADDITIONAL INFORMATION, PLEASE CALL:
 415.928.1498

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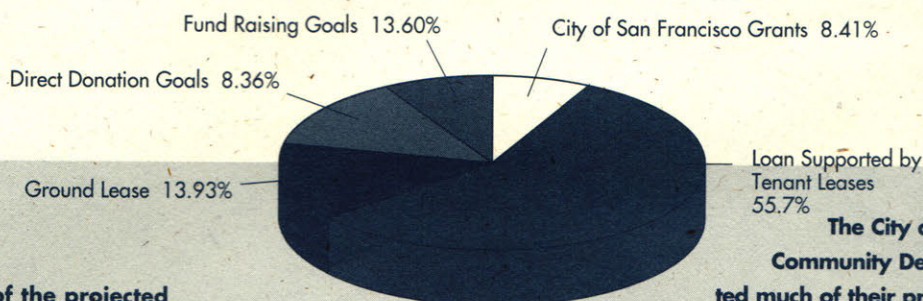
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In addition to the gift of the ground and income from leases, about 8% of the project is to be funded by the donation of certain necessary costs and components of the building itself. The construction industries have had very little opportunity to show their support for people with AIDS, and many of them have been looking for chances to do so. Also, and very signifi-

cantly, the Mayor's Office Of Community Development's grant-making process has found that the Life Center qualifies for federal funds which the Office administers for tenant improvements in services such as ours. It is our hope that these grants and other City actions will total about another 8% of the project's costs, covering tenant improvements for the non-profit service-providing tenants.

The remaining 17% of the project's costs are being solicited from foundations which specialize in capital projects and from private corporate and individual donors.

A year ago, we would have said that we had great expectations but that many of them were speculative. Now we have a great portion of necessary funding sources in hand and need to add the remainder to make the facility a reality. Through it all, community-wide generosity and business ingenuity have been the necessary ingredients.



SOURCES FOR FUNDING

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The ground lease is an outright gift.

The City and the Mayor's Office of Community Development have committed much of their projected support and have indicated willingness to consider the rest as shown.

The Direct Donation Goals constitute opportunities for construction materials suppliers and subcontractors to contribute to supporting people affected by the epidemic.

At this juncture, the portion shown as "Fund Raising Goals" is divided evenly between foundations which specialize in capital projects and major corporate and individual donors. Raising this portion of our sources, in cash, constitutes our current and most important challenge to building.

ENTER FINANCING

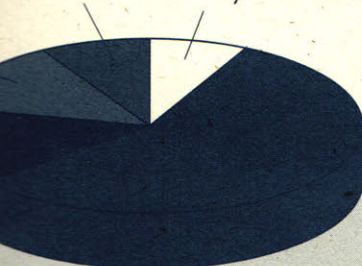
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13.60% City of San Francisco Grants 8.41%



Loan Supported by
Tenant Leases
55.7%

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PLEASE SHARE YOUR ENTHUSIASM FOR
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Name _____
Company _____
Address _____
City _____ State _____ Zip _____
Phone (____) _____
FAX (____) _____
Authorized Signature _____ Date _____

Please mail completed form and check to:
The AIDS/HIV Life Center, 1675 California St.,
San Francisco, CA 94109

FOR ADDITIONAL INFORMATION, PLEASE CALL:
415.928.1498

THE AIDS/HIV LIFE CENTER



CAPITAL CAMPAIGN

THE LIFE CENTER PRESENTS: 400 CASTRO NEARING COMPLETION FOR UCSF AIDS HEALTH PROJECT'S NEW AIDS SERVICES CENTER

Following long and complex lease negotiations with the B of A and the Lurie Company, the Life Center has secured 400 Castro St. for the UCSF AIDS Health Project, finally bringing the first AIDS services center to the Castro district since the epidemic began. Seen as a step along the road to the building of 2299 Market Street, the former bank branch will become the AHP Castro Center which will bring a range of psychological support services to the community hardest hit by the AIDS epidemic.

The 400 Castro site combines non-profit and for-profit ventures. Noah's Bagels will share the building and underwrite the

monthly rent. Clients will have access to the programs of the city's three largest service providers through the "HIV Services Partnership". The partners are AHP, the San Francisco AIDS Foundation and the Shanti Project. AHP will also provide confidential HIV testing services, individual and group support services, and psychotherapy.

Renovation of the building was secured by grants of \$100,000 from the Mayor's Office of Community Development and \$120,000 from Noah's Bagels. AHP will operate from this space until the building at 2299 Market is completed. At that time, AHP will move its services to the new

space and 400 Castro will be occupied by Golden Gate Performing Arts representing gay and lesbian performing arts groups.

The AHP Castro Center will be entered at the corner of Castro and Market and is scheduled to open to the public by April 3, 1995. By May, Noah's will have a Castro Street entrance and be open for business.

Thanks to the hard work of many, the Life Center has been successful in fulfilling this major step toward its goal: to provide useable space for AIDS services in the communities where they are most needed.

BOARD OF DIRECTORS

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TREASURER

Wendy Pomeroy

SECRETARY

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Pamela Fyffe
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Blake Spears
Javier Valencia

PRESIDENT OF THE ADVISORY BOARD

Timothy R. Wolfred, Ph. D.

STAFF

EXECUTIVE DIRECTOR:

Paul Dirdak

DEVELOPMENT COORDINATOR

Ira K. Glasser

OWNER'S REPRESENTATIVE

Jonathan Pearlman

THE AIDS/HIV LIFE CENTER
1675 California Street
San Francisco, CA 94109
415-928-1498
415-928-1446 (fax)

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G R O U N D

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Mayor Frank M. Jordan

AND

SAN FRANCISCO BOARD OF SUPERVISORS

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AND MEMBERS

Angela Alioto

Tom Ammiano

Sue Bierman

Terence Hallinan

Tom Hsieh

Barbara Kaufman

Willie B. Kennedy

Susan Leal

Carole Migden

Mabel Teng

"BREAKING GROUND"

**A BENEFIT FOR
THE AIDS/HIV LIFE CENTER
TO HONOR**

**Tim Hanlon - Wells Fargo Bank
Steven Oliver - Oliver & Company
Keith Wetmore - Morrison & Foerster**

AT

**SAN FRANCISCO HILTON & TOWERS
CONTINENTAL BALLROOM**

Tom Ammiano
Master of Ceremonies

THURSDAY, MARCH 30, 1995

**Cocktails 6:30pm • Dinner 7:30pm
Cabaret Performances
Society Songstress - Grace Robbins
Jazz Pianist - Larry Vukovich
Singer - Rachel Fyffe**

Silent and Live Auctions

Evening Attire

COMMITTEE

Paul Dirdak - The AIDS/HIV Life Center
Roberto Esteves - San Francisco Public Library
Lynn Flaming - Saxton Enterprises Inc.
Pamela Fyffe - CareLine Corporation
Ira Glasser - The AIDS/HIV Life Center
James Hollenbeck - Hollenbeck Associates
Ruth "Jenx" Jenkins - Trinity United Methodist Church
Douglas Leach - Vanstar Corporation
Jonathan Pearlman - The AIDS/HIV Life Center
Wendy Pomeroy - Developmental ReSources
Mark Sackett - Sackett Design Associates
Blake Spears - Insight Healthcare Consulting
Javier Valencia - KRON-TV

YOU ARE INVITED TO ATTEND
"BREAKING GROUND"



A BENEFIT FOR
THE AIDS/HIV LIFE CENTER



CHAIRS

David Pottruck- Charles Schwab & Co., Inc.
Amy McCombs- Chronicle Broadcasting Corporation

GUESTS OF HONOR

Tim Hanlon- Wells Fargo Bank
Steven Oliver- Oliver & Company
Keith Wetmore- Morrison & Foerster

THURSDAY, MARCH 30, 1995

B R E A K I N G



G R O U N D

A BENEFIT FOR
THE AIDS/HIV LIFE CENTER

For all who struggle with the AIDS epidemic, The Life Center building will provide a caring and responsive environment.



For all members of the community, The AIDS/HIV Life Center is committed to establish simple, cohesive and easy access to services and information. The Life Center fosters cooperation and collaboration of the resources that honor this fight and the hope for life. The mission of The Life Center is to provide venues for testing, education and psycho/social services, help facilitate collaboration and consolidation, incubate services for unmet needs, and ennoble the personal struggles of those faced with AIDS and HIV.

The AIDS/HIV Life Center
1675 California Street
San Francisco, CA 94109
415.928.1498
415.928.1446 (fax)

BREAKING GROUND
c/o The AIDS/HIV Life Center
1675 California Street
San Francisco, CA 94109



BREAKING GROUND
c/o The AIDS/HIV Life Center
1675 California Street
San Francisco, CA 94109





UNDERWRITERS

San Francisco Hilton & Towers
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WITH GENEROUS
CONTRIBUTIONS FROM

Citibank
Louis R. Lurie Foundation
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Under One Roof

The AIDS/HIV Life Center
1675 California Street
San Francisco, CA 94109
415.928.1498
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HONORARY COMMITTEE

Kare Anderson - Strata-Sphere

Steve Burns, Ph.D. - 18th Street Services

Pat Christen - San Francisco AIDS Foundation

Deborah Churchill - Annie's Homegrown Inc.

Larry Colton - Goldman Insurance

Robert Day - Concord BMW

Michelle Darné - Lifestyle Magazine

James Dilley, M.D. - UCSF AIDS Health Project

Holger Gantz - San Francisco Hilton & Towers

William D. Glenn - Continuum

Marc F. Hettinger - Under One Roof

Prescott W. Hafner - AIDS Project Contra Costa

Lynn D.W. Luckow - Jossey-Bass Inc., Publishers

Tom Nolan - Project Open Hand

Congresswoman Nancy Pelosi

Glenn L. Perry - Northern Trust Bank

Gloria Sandoval - Shanti Project

Kerry Shapiro - Musette Records

Luke Sheridan - Golden Gate Performing Arts

Joseph Siolek - Visa USA

Vivian Stephenson - Mervyn's/Dayton Hudson

Timothy R. Wolfred, Ph.D. - The AIDS/HIV Life Center

Vance Yoshida - San Francisco AIDS Foundation



Advertising & Sponsorship Opportunities

☐ **Underwriter \$5,000**

(includes premium table for ten and a full-page program advertisement)

☐ **Sponsor \$2,500**

(includes preferred seating for ten and a half-page program advertisement)

Advance Reservations

☐ Underwriter \$500 ☐ Sponsor \$250 ☐ General \$150

Name _____ Company _____

Address _____

City _____ State _____ Zip _____

Phone (____) _____ FAX (____) _____

Authorized Signature _____ Date _____

Please mail completed form and check to:

The AIDS/HIV Life Center, 1675 California St., San Francisco, CA 94109

For Additional Information, Please Call Hollenbeck Associates 415.243.8305

Program Advertising Specifications & Costs

Full-Page Vertical	- 5.25 x 8.25 inches	\$1000
1/2 Page Horizontal	- 5.25 x 4.125 inches	\$500
1/3 Page Horizontal	- 5.25 x 3.25 inches	\$350
1/4 Page Vertical	- 2.625 x 4.125 inches	\$250
1/4 Page Horizontal	- 5.75 x 2.25 inches	\$250

All ads are black & white • no bleed • 133 line screen • Velox

Space Reservation Deadline - March 10, 1995 Camera-Ready Art Deadline - March 15, 1995



"BREAKING GROUND"

A Benefit for The AIDS/HIV Life Center
Thursday Evening, March 30, 1995
San Francisco Hilton & Towers

GUESTS IN ORDER OF SEATING:

1. _____
2. _____
3. _____
4. _____
5. _____
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9. _____
10. _____



MEMO

To: IRA

From: James W. Dilley, MD

Date: Sept. 6, 1994

RE: One-page summary

So, here's a stab at a one page summary. You can see I didn't quite make it. Let me know if you want something more (less).

Thx.

Mailing Address

UCSF AIDS Health Project
Box 0884
San Francisco, CA
94143-0884

Street Address

1855 Folsom St., Suite 506
San Francisco, CA 94103
415-476-6430
FAX 415-476-7996



2299 Market St. An HIV Intake and Service Center

The HIV Intake and Service Center at 2299 Market St. will provide a safe and comfortable environment in which to offer HIV prevention and psychosocial services to those affected by HIV disease. Expected to be completed and open for services by mid-1996, the Center will provide a convenient location for people with HIV and those at risk to receive services.

The Center will play a key role in the delivery of HIV services in San Francisco. The University of California at San Francisco's AIDS Health Project (AHP) will be the primary service provider. With its ten year history of providing AIDS prevention, mental health and substance abuse services, AHP brings an excellent reputation and a range of services to clients using the center.

The Role of the Intake and Service Center

AHP currently operates one of the two intake sites for the HIV Services Partnership, a collaborative effort of the three largest AIDS service providers in San Francisco (the AIDS Health Project, the San Francisco AIDS Foundation and Shanti Project). The Partnership uses a shared intake process and computerized database which allows clients to access psychosocial services from all three agencies. Thus, with AHP as the primary service provider at the Center, 2299 Market St. will become one of the two community sites in San Francisco where people can access services from the Partnership. In addition, because AHP provides HIV prevention services, HIV risk reduction services will also be provided at the site. Services at the center will include the following:

A. For clients with HIV

- **Intake and Referral:** an interview with a trained staff person designed to obtain personal information about each client so the most appropriate services can be offered. (Note: these services include all those offered through the Partnership as well as referral for other services as needed).
- **Mental health and substance abuse assessments:** interviews with specialists in these fields to help clients understand their needs better in these areas and develop a plan for managing them.
- **Emotional support groups:** facilitated support groups for people with HIV and those with AIDS. AHP currently administers about 45 groups each week. Many of these groups will take place at the Center, including drop-in groups for clients waiting to be assigned for an ongoing group.
- **Individual psychotherapy services:** Provided by clinical interns and therapists in private practice, brief and long-term psychotherapy services will be provided.
- **Mental Health Clinic:** psychiatric evaluations and medication monitoring will be available for clients who do not have access to these specialized mental health services
- **Special Service Workshops:** Disability Workshops for HIV positive clients considering the need for disability benefits, and workshops for people at risk for HIV infection designed to help them remain free of infection will also be offered.

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- Benefits counseling/ client advocacy (provided by staff of the San Francisco AIDS Foundation): These services provided by SFAF staff will be offered to people with AIDS on an as-needed basis.

B. For HIV negative clients or those with unknown serostatus

- Intake and Referral: as above.
- Support groups and HIV prevention and risk reduction counseling.
- Confidential HIV testing and counseling: includes HIV risk assessment counseling and disclosure sessions with appropriate referral for services.

C. For Community Organizations serving the AIDS Community

- A conference center will provide meeting space for community groups. This space will be used for education events such as community forums, training for staff and volunteers, and administrative retreats.
- Staff and volunteer counselor training: AHP currently provides counselor training to staff of community based organizations in San Francisco and to HIV antibody test counselors from around the State of California.

D. Satellite Services: These are additional services that will be regularly scheduled at the Center and made available to clients on an as needed basis. Arrangements will be made with the appropriate agencies to send staff to the Center to provide their specialty service. These services will include:

- Legal services: Consultation with clients regarding the range of legal issues confronting people with HIV.
- Nutrition Clinic: Nutrition counseling has been increasingly shown to be helpful in improving clients' quality of life.
- Others: to be determined.

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THE LIFE CENTER PRESENTS: 400 CASTRO NEARING COMPLETION FOR UCSF AIDS HEALTH PROJECT'S NEW AIDS SERVICES CENTER

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The 400 Castro site combines non-profit and for-profit ventures. Noah's Bagels will share the building and underwrite the

monthly rent. Clients will have access to the programs of the city's three largest service providers through the "HIV Services Partnership". The partners are AHP, the San Francisco AIDS Foundation and the Shanti Project. AHP will also provide confidential HIV testing services, individual and group support services, and psychotherapy.

Renovation of the building was secured by grants of \$100,000 from the Mayor's Office of Community Development and \$120,000 from Noah's Bagels. AHP will operate from this space until the building at 2299 Market is completed. At that time, AHP will move its services to the new

space and 400 Castro will be occupied by Golden Gate Performing Arts representing gay and lesbian performing arts groups.

The AHP Castro Center will be entered at the corner of Castro and Market and is scheduled to open to the public by April 3, 1995. By May, Noah's will have a Castro Street entrance and be open for business.

Thanks to the hard work of many, the Life Center has been successful in fulfilling this major step toward its goal: to provide useable space for AIDS services in the communities where they are most needed.

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Pamela Fyffe
Ruth 'Jenx' Jenkins
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Javier Valencia

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STAFF

EXECUTIVE DIRECTOR:

Paul Dirdak

DEVELOPMENT COORDINATOR

Ira K. Glasser

OWNER'S REPRESENTATIVE

Jonathan Pearlman

THE AIDS/HIV LIFE CENTER
1675 California Street
San Francisco, CA 94109
415-928-1498
415-928-1446 (fax)

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L I F E T I M E S

Spring 1995

THE AIDS/HIV LIFE CENTER

2020 TIME CAPSULE RECORDS YOUR THOUGHTS ON AIDS

How did AIDS affect your life in 1995? A time capsule filled with your written recollections — anger, hopes and dreams — will be placed in the Life Center building during construction. And in 2020, the 25th anniversary of ground breaking, the capsule will be sent to the White House, giving the President a moving record of how AIDS affected Americans' lives in 1995.

"Join us in writing the real history of AIDS," says board member Javier Valencia of KRON-TV who conceived the idea.

Send your writings to: 2020 Time Capsule, c/o The AIDS/HIV Life Center, 1675 California St., SF, CA, 94109. Whatever you contribute should fit into a 7" x 9" envelope.

MARCH GROUND BREAKING EVENT LAUNCHES NEW BUILDING

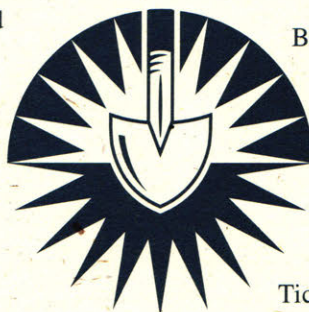
Our pioneering new AIDS/HIV services building, which will become a San Francisco clearinghouse for AIDS information, will be located on the lot where Market, Noe and 16th Streets converge. The two year construction period will begin this year.

BENEFIT DINNER

On Thursday evening, March 30, a Breaking Ground benefit dinner at the San Francisco Hilton Towers will be co-chaired by Amy McCombs, of KRON-TV and Chronicle Broadcasting Corporation and David Pottruck, of Charles Schwab & Co. The black-tie event will honor all those who have contributed to the center, this year citing Tim Hanlon of Wells Fargo Bank, Steven Oliver of Oliver & Company and Keith Wetmore of Morrison & Foerster.

WE ASK YOUR HELP

"We ask you to join us in acknowledging how far we have come and in helping to raise the balance of our necessary funds," said Life Center Board President, Mark Sackett.



Following cocktails at 6:30 p.m. and dinner at 7:30 p.m., Board of Supervisors member and comedian Tom Ammiano will MC the evening's cabaret and comedy show which, at presstime, includes pianist Larry Vukovich and cabaret singers Rachel Fyffe and Grace Robbins:

Bons vivants who relish bargains can bid in the silent and live auctions on luxury hotel stays, theater/restaurant packages, opera and ballet performances, artwork and signed books.

Tickets for the Breaking Ground dinner are \$250 for sponsors and \$150 for general supporters. For information, reservations or table sales call 415-243-8305.



Pianist: Larry Vukovich

THE AIDS/HIV LIFE CENTER JOINS IN PARTNERSHIP WITH UCSF AIDS HEALTH PROJECT

After more than a year of planning and discussion between them, an agreement of intent has been reached between the Project Director and the Community Advisory Board of the AIDS Health Project of the University of California at San Francisco Medical School and the Executive Director and the Board of Directors of the AIDS/HIV Life Center project. AHP

will "manage the standard of care" at the new building to be located at Market, Noe and Sixteenth Streets.

AHP and the Life Center will work together to insure that once the new building opens, the transition and expansion of services from the 400 Castro temporary location to the new

facility is a smooth one. Both parties "support the concept that as many necessary services as possible should be available at the new site."

Fully accessible to all, and especially to low- and medium-income individuals, AHP's existing city-wide services program includes their providing culturally sensitive counseling and education to help stop the spread of HIV infection and to help people face the emotional, psychological and social challenges of living with HIV disease. Grants from the Mayor's Office of Community Development will help pay for tenant improvements in the over 14,000 square feet of space which will be available for the provision of direct services in the new facility.

THE NEW BUILDING'S TENANTS WHO ARE THEY?

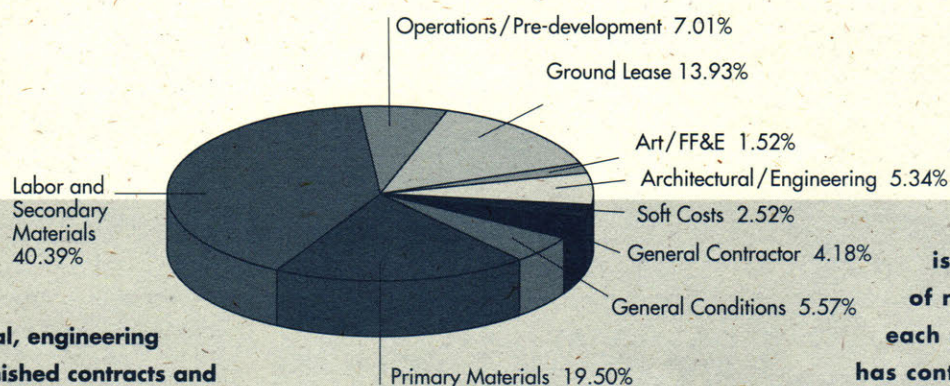
Offering remedy and repair for both the body and spirit, tenants in the new AIDS/HIV Life Center building will include:

- **AIDS Health Project** — This UCSF program will provide, select and manage a range of AIDS services organizations available to anyone who walks through the door needing help or information. Structured to include categories such as testing, information and referral, education and prevention, support group and individual counseling, and independent living support services, the AHP program will continue to reduce duplication of services and improve the efficiency with which these services are delivered to the community.
- **Under One Roof** — New quarters will provide more space for the non-profit gift shop which donates 100% of its sales revenues to the AIDS organizations whose merchandise they display.
- **The Life Center** — We will have our own small administrative office in the new building, continuing to handle community access to the Life Conference Center facilities.
- **Trinity United Methodist Church** — Along with a small administrative office, every week the conference facility will become the place of Sunday morning worship.
- **Walgreens Pharmacy** — This is a first-of-its-kind among Walgreens and will specialize in the pharmaceutical aspects of a typical Walgreens establishment. The store will also include space for private consultations between pharmacists and their customers. Walgreens does a tremendous amount of business at 18th and Castro Streets and has no plans to close that store. It does plan to expand greatly the amount of pharmaceutical services it provides to the neighborhood through its presence at the new building.

PROJECT COST ESTIMATE

In the above chart, architectural, engineering and soft costs are based on finished contracts and proposals. The costs for the building itself are based on careful estimates by the contractor. Figures for operational overhead, installation of an artglass gift and furniture, fixtures and equipment (FF&E) are a product of our experience and estimates. The land value which is shown is based on a property appraisal updated to reflect current rental rates.

Throughout the list of costs is evidence of generosity. The first section, Architectural and Engineering, for example,



is composed of nine firms each of which has contributed or deferred, until the building is funded, all or part of the listed fees. In the categories "Primary Materials" and "Labor and Secondary Materials," suppliers and subcontractors from carpets to elevators to heating and ventilation plants are all negotiating with the Life Center to reduce their costs or eliminate them. The land has been donated entirely.

COMMUNITY GENEROSITY DRIVES LIFE CENTER FINANCING

The AIDS/HIV Life Center's projects are the products of massive community generosity. First, the land — a million dollars — was given to the project by Trinity United Methodist Church, which had resided at the site since the 1890's. After it burned in 1981, the parish chose to use its property to meet community needs. That gift encouraged the willingness of many more. Throughout the four years of the development process, lawyers, architects, engineers of all kinds, realtors, City officials and many others have given extraordinary amounts of time to realize the project. Over \$500,000 worth of in-kind contributions have been made already and there are more to come.

The Life Center staff and program have operated on two cash sources: first, a \$350,000 loan from the church, and second, the Life Center's board has added an equal amount in fund raising through a few events and grants coupled with many small gifts, to keep us in business.

The new building itself is complex in its financing. Between a \$1 per year long-

term ground lease from Trinity United Methodist Church and building lease about 67% of the project's remaining costs are expected to be met. A small fraction of the space, 3,000 square feet of 21,000 square feet, will be used by Walgreens Pharmacy, a wholly new concept of the Walgreens Company, which will pay top rental rates. Most of the space will be used by AIDS service providers and Under One Roof, paying lower rental rates. Over the first year of the new building, through further fund raising successes, their rents will drop. Our goal is to reduce the non-profit agencies' rents to nothing and systems are under design to lead to that goal.

In addition to the gift of the ground income from leases, about 8% of the project is to be funded by the donation of certain necessary costs and components building itself. The construction industry have had very little opportunity to show their support for people with AIDS, many of them have been looking for chances to do so. Also, and very sig-

THE AIDS/HIV LIFE CENTER



CAPITAL CAMPAIGN

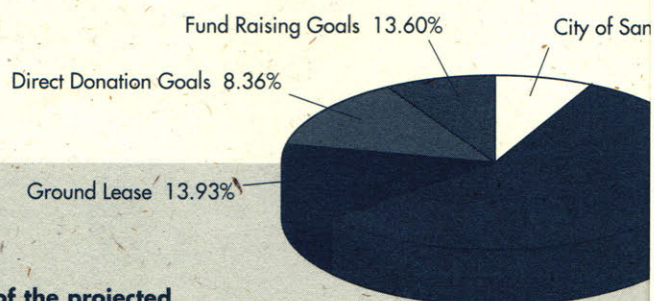
PLEASE SHARE YOUR ENTHUSIASM FOR
THE AIDS/HIV LIFE CENTER BY GIVING
THIS COPY OF LIFETIMES TO A FRIEND.

*Enclosed, please find my donation
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Name _____
Company _____
Address _____
City _____ State _____ Zip _____
Phone (____) _____
FAX (____) _____
Authorized Signature _____ Date _____

Please mail completed form and check to:
The AIDS/HIV Life Center, 1675 California St.,
San Francisco, CA 94109

FOR ADDITIONAL INFORMATION, PLEASE CALL:
415.928.1498



SOURCES FOR FUNDING

The largest section of the projected "sources" chart, above, is a loan to be supported by tenant leases. The building's single commercial tenant, a Walgreens Pharmacy which will operate primarily as a consulting prescription pharmacy and for the sale of related over-the-counter medicines and health aids, has agreed in a completed lease to pay a top-of-the-market rate for less than half of the ground floor. The other tenants are all non-profits, paying lower rental rates.

The ground lease is an outright gift.

The Direct Donation Goals are to be supported by...

At this juncture, the capital project is divided evenly between the current and...

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In addition to the gift of the ground and income from leases, about 8% of the project is to be funded by the donation of certain necessary costs and components of the building itself. The construction industries have had very little opportunity to show their support for people with AIDS, and many of them have been looking for chances to do so. Also, and very signifi-

cantly, the Mayor's Office Of Community Development's grant-making process has found that the Life Center qualifies for federal funds which the Office administers for tenant improvements in services such as ours. It is our hope that these grants and other City actions will total about another 8% of the project's costs, covering tenant improvements for the non-profit service-providing tenants.

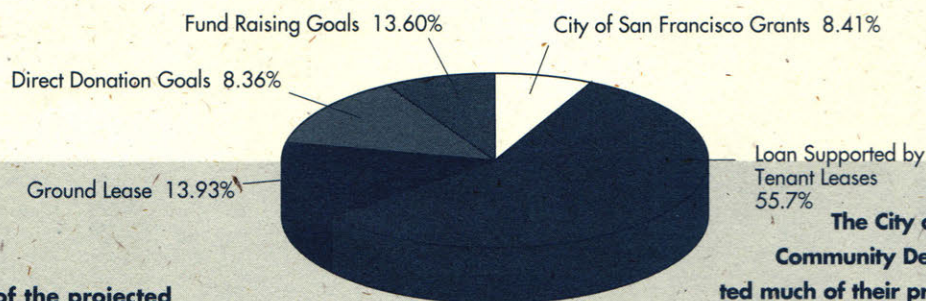
The remaining 17% of the project's costs are being solicited from foundations which specialize in capital projects and from private corporate and individual donors.

A year ago, we would have said that we had great expectations but that many of them were speculative. Now we have a great portion of necessary funding sources in hand and need to add the remainder to make the facility a reality. Through it all, community-wide generosity and business ingenuity have been the necessary ingredients.

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The City and the Mayor's Office of Community Development have committed much of their projected support and have indicated willingness to consider the rest as shown.

The Direct Donation Goals constitute opportunities for construction materials suppliers and subcontractors to contribute to supporting people affected by the epidemic.

At this juncture, the portion shown as "Fund Raising Goals" is divided evenly between foundations which specialize in capital projects and major corporate and individual donors. Raising this portion of our sources, in cash, constitutes our current and most important challenge to building.

ENTER FINANCING

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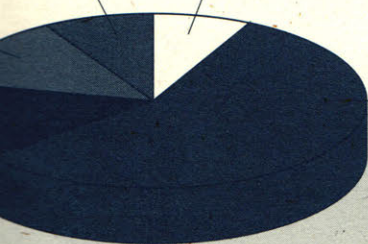
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als 13.60% City of San Francisco Grants 8.41%



Loan Supported by
Tenant Leases
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THE AIDS/HIV LIFE CENTER



CAPITAL CAMPAIGN

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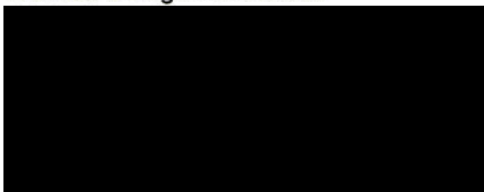
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Board of Directors 1995**

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Sackett Design Associates



Treasurer:

Wendy Pomeroy
Developmental Resources Associates



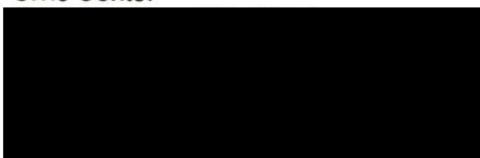
Secretary:

Douglas Leach, Senior Producer
Vanstar Corporation



Marketing/PR:

Roberto Esteves
Assistant to the Chief Librarian
San Francisco Public Library
Civic Center



Dr. James Dilley, M. D.
UCSF AIDS Health Project



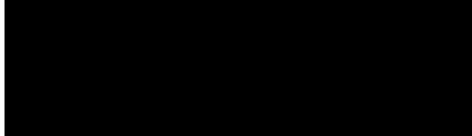
Pamela Fyffe, Principal
CareLinc



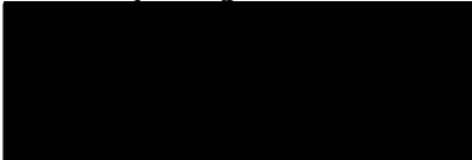
Ruth 'Jenx' Jenkins



Blake Spears
Insight Healthcare Consulting



Javier Valencia
Community Manager KRON-TV



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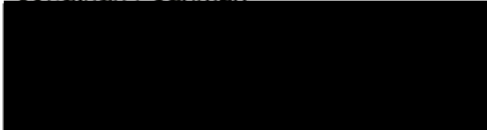
Development Coordinator:

Ira K. Glasser



Owner's Representative

Jonathan Pearlman



Positive Resource,
Mark Misrok, Interim Project Manager



Offices:

The AIDS/HIV Life Center Main Office
1675 California Street
San Francisco, CA 94109
415-928-1498
415-928-1446 (fax)

Positive Resource
Work Referral for People with HIV
415-928-1448
415-928-1446 (fax)

The Life Conference Center
415-928-1445
415-928-1446 (fax)

THE AIDS/HIV LIFE CENTER
1675 California Street, San Francisco, California 94109
voice 415.928.1498 fax 415.928.1446

April 12, 1995

Dear Life Center Board Members:

This letter is your call to our April 20 meeting at 6:30, the Life Center Office.

We will have a report of our event. I think at this point that we will clear roughly \$30,000. Among us we must be aware of specific incidents which we wish had happened differently (a few guests' seating were not well handled as was an unpleasantness between our producer and one of our entertainers.) I have spoken with executives from other AIDS agencies who were very pleased and Ira has embarked on two financial strategies which were initiated by the event, both of them bode well.

You will remember that during my remarks I mentioned my going directly to New York to solicit a grant. In fact we were awarded \$100,000 by the General Board Of Global Ministries of the United Methodist Church. It is cash and unrestricted in any way. Enclosed is a list of the grants made at that session of their week-long board meeting. The total disbursed was \$1.245 million in this category and the board acted on several other categories during the week.

During our meeting we should expect the following business:

1. Event report
2. Engagement letter with our auditors (copy attached)
3. Permission to sign estimate for stained glass fabrication (this is not a contract to do work, it only acknowledges the scope of work and the cost estimate which will appear in a future contract. We will only build the windows if we raise the funds to do so separate from the building costs. The glass and the design have been donated. The glass manufacturer is going out of business and we should have the glass chosen for us and set aside while it is still available in the US. Copy attached)
4. Welcome Robert Oakes as a new board member.
5. I am sending thank you letters to everyone who attended our event. I hope to have a list of those who will receive letters to which you may add names.
6. Douglas Leach will have a Positive Resource report.
7. The public opening event of 400 Castro will be on May 6.

Once again, folks, thank you all very much for all your great efforts, solid support, hard work, good will and sense of humor. You showed on March 30 that we are to be taken seriously by people who can make a great deal of difference to our eventual success. I will see you all on April 20.



- Discussion
on PL/LC language

APR 17 1995

cc: IR; K
LC files PK

PROGRAM DEVELOPMENT FUND
Spring 1995

PROPOSED PROJECTS/PROGRAMS

ITEM		<u>AMOUNT</u>
1.	AFRICA CHURCH PROGRAM SUSTAINING FUND	130,000
2.	THE AIDS/HIV LIFE CENTER	100,000
3.	BALTIC MISSION CENTER (Estonia)	150,000
4.	CHARLES WESLEY HERITAGE CENTER, BRISTOL ENGLAND	40,000
5.	CHICAGO COMMUNITY ORGANIZING PROJECT	55,000
6.	DEMOCRACY AND INDIGENOUS CHURCHES IN SOUTH AFRICA STUDY	8,000
7.	INTERNATIONAL VIM PROGRAM	10,000
8.	LOCAL CHURCH/ANNUAL CONFERENCE CONGREGATIONAL HEALTH MINISTRIES	100,000
9.	LOCAL CHURCH/ANNUAL CONFERENCE MENTAL HEALTH MINISTRY	75,000
10.	MEMPHIS CONGREGATION-BASED COMMUNITY BASED COMMUNITY ORGANIZING/NEHEMIAH HOUSING PROJECT	25,000
11.	MISSION DISCOVERY: INTERNATIONAL GATHERING 1996	15,000
12.	MISSION EVANGELISM INITIATIVES	117,900
13.	MOSCOW UNITED METHODIST THEOLOGICAL SEMINARY	191,000
14.	NEW CHURCH DEVELOPMENT: GERMANY (EASTERN CONFERENCE)	175,000
15.	NEW MEXICO CONFERENCE: CONGREGATIONAL DEVELOPMENT	22,500
16.	UNITED BORDER MINISTRIES COLONIAS MINISTRY PROJECT	10,000
17.	VIM HISTORY PROJECT	25,000



WILSON, McCALL & DAORO

Certified Public Accountants. A Partnership Including a Professional Corporation

DONALD R. WILSON

DANIEL R. McCALL

ROBERT R. DAORO

RICHARD C. TREMELLING

H. KIMBERLY ZYDEL

JANET L. HOLLAND

February 15, 1995

Mr. Paul Dirdak
Executive Director
2299 Market Street, Inc.
dba the AIDS/HIV Life Center
1675 California Street
San Francisco, CA 94109

Dear Paul,

We are pleased to confirm our understanding of the services we are to provide for 2299 Market Street, Inc. dba the AIDS/HIV Life Center for the year ended June 30, 1995. We will audit the statement of financial position of 2299 Market Street, Inc. dba the AIDS/HIV Life Center as of June 30, 1995, and the related statements of activities, changes in net assets and cash flows for the year then ended.

Our audit will be conducted in accordance with generally accepted auditing standards; the standards for financial audits contained in Government Auditing Standards, issued by the comptroller General of the United States; and the provisions of OMB Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions"; and will include tests of the accounting records of 2299 Market Street, Inc. dba the AIDS/HIV Life Center and other procedures we consider necessary to enable us to express an unqualified opinion that the financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the Schedule of Federal Awards and on the Organization's compliance with laws and regulations and internal controls relevant to its federal financial assistance programs.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.



Mr. Paul Dirdak

-2-

February 15, 1995

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Also, we will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

As required by OMB Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions," our audit will include tests of transactions related to federal assistance programs for compliance with applicable laws and regulations. However, because of the concept of reasonable assurance and because we will not perform a detailed examination of transactions, there is a risk that material errors, irregularities, or illegal acts, including fraud or defalcations, may exist and not be detected by us. We will advise you, however, of any matters of that nature that come to our attention and will include such matters in the reports required by OMB Circular A-133. Our responsibility as auditors is limited to the period covered by our audit and does not extend to matters that might arise during any later periods for which we were not engaged as auditors.

We understand that you will provide us with the basic information required for our audit and that you are responsible for the accuracy and completeness of that information. We will advise you about appropriate accounting principles and their application and will assist in the preparation of your financial statements, but the responsibility for the financial statements remains with you. This responsibility includes the maintenance of adequate records and related internal control structure policies and procedures, the selection and application of accounting principles, and the safeguarding of assets.

We understand that your employees will type all cash, accounts receivable, accounts payable, and other confirmations we request and will locate any invoices selected by us for testing.

Our audit is not specifically designed and cannot be relied upon to disclose reportable conditions, that is, significant deficiencies in the design or operation of the internal control structure. However, during the audit, if we become aware of such reportable conditions or ways that we believe management practices can be improved, we will communicate them to you in a separate letter.



Mr. Paul Dirdak

-3-

February 15, 1995

Our fee for this engagement will be based on our regular hourly rates plus direct out-of-pocket expenses. Our billings for these services will be rendered on a monthly basis and are not expected to exceed \$6,300. This is based on our anticipation that we will receive full cooperation from your personnel, and that specified audit schedules will be provided on a timely basis. Should we encounter unusual difficulties which would require us to significantly alter our timing or perform procedures beyond those that would ordinarily be sufficient, we shall confer with you so that we can agree upon how to proceed. This engagement includes only those services specifically described in this letter.

Strictly for the purposes of your internal planning, and not in any way to contravene any of the provisions contained in this letter, and at your request, we agree to incur no costs at all until such time, expected to be in early July 1995, when we have received your final written instructions to proceed.

We appreciate the opportunity to be of service to 2299 Market Street, Inc. dba the AIDS/HIV Life Center and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us, and this letter will continue in effect until canceled by either party.

Very truly yours,

WILSON, McCALL & DAORO

Janet L. Holland
Partner

RRD:rao
Enclosure

The foregoing letter fully describes the services required and is in accordance with our understanding.

2299 MARKET STREET, INC.
dba THE AIDS/HIV LIFE CENTER

Dated

Mr. Paul Dirdak
Executive Director



PRELIMINARY ESTIMATE

REDEFINING CONTEMPORARY GLASS

DATE: March 28, 1995
TO: Jonathan Pearlman
PROJECT: Life Center Building Art Glass
CLIENT: Life Center

SCOPE:

- Fabrication and installation of leaded art glass panels designed during May 1993 Johannes Schreiter Workshop for Life Center Building.

DESCRIPTION:

- 12 panels at 37" x 37"
9 panels at 37" x 57 1/2"

These dimensions represent full size daylight dimensions from full size cartoons designed in the Workshop.

ESTIMATE:

- | | |
|---|-----------------|
| • Fabrication and Installation | \$83,175 |
| Less \$8,175 for donated fabrication of artist Gordon Huether's art glass panels: | |
| 1 @ 37" x 37" | <u>-8,175</u> |
| 1 @ 37" x 57 1/2" | |
| • Total | \$75,000 |

INCLUSIONS:

- Labor for fabrication of workshop participants' art work from existing cartoons
- Lead coming and reinforcement bar as required by art work designs
- Installation of art glass according to the following specifications:

1. Art glass panels to be installed from the inside of the building after the exterior glazing is complete

101 S. COOMBS ST.
STUDIO D
NAPA, CA 94559
707.255.5954
FAX 707.255.5991

- 2. Art glass panels to be secured mechanically and glazed "dry"
- 3. Window stops, screws and glazing tape is to be provided by others
- 4. The installation charges included in this quotation does not include the rental of scaffolding or mechanical lifts that may be required to install the art glass panels. In the event they are needed to install the panels, they will be provided by others
- Insurance coverage while the art glass panels are being fabricated at the studio and while in transit to the job site and during installation
- Coordination with architect, contractor and glazing contractor

EXCLUSIONS:

- Colored glasses for execution of art work
- Sales tax, if required

LEAD TIME:

- Fabrication - six to eight months
- Installation - ten working days

TERMS AND CONDITIONS:

- Payment Schedule
 - \$37,500 plus sales tax, if required, to begin fabrication
 - \$18,750 plus sales tax, if required, at 50% completion
 - \$18,750 plus sales tax, if required, upon completion
- Architectural Glass Design will draft a letter to the workshop participants for release rights to art work to be given to the studio so work may proceed unimpeded
- Architectural Glass Design requests a pre-publicity agreement with the Life Center that provides for review by Architectural Glass Design of all publicity efforts concerning

Architectural Glass Design
Quotation
Life Center
March 28, 1995
Page 3

the art glass portion of the project before the media is
approached with the information

- Additional standard terms and conditions will be included
in a forthcoming Agreement

ACCEPTANCE OF PROPOSAL:

I find the terms of this proposal acceptable and would like to proceed
with this work. I understand an agreement with general terms and
conditions will be executed by Architectural Glass Design, Inc. upon
acceptance of this proposal

For the Client

Date

The **AIDS/HIV** Life Center

March 20, 1995

Lois M. Graham, Project Officer
Office of Statewide Health Planning and Development
Cal-Mortgage Loan Insurance Division
818 K Street, Suite 210
Sacramento, CA 95814

Re: Your Project No. 0558

Dear Ms. Graham:

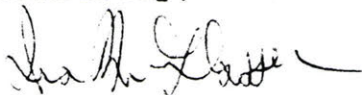
I have received your letter of March 13, 1995. Thank you for sending it. Regarding your first three requests, enclosed you will find our articles of incorporation and our bylaws. Our mission statement appears as the first section in the bylaws.

Regarding your fourth request, Dr. James Dilley of the UCSF AIDS Health Project will be with us in our March 30 meeting and we expect to discuss with you that "health facility" section, which we firmly believe we will qualify under.

As to your fifth item, which we will not be able to provide to you prior to our meeting, we believe that such a letter from bond counsel as you request will likely be a result of our discussions with you at our meeting concerning the very topics you have listed.

Finally, also enclosed are a brief history of our project and our current newsletter. I look forward to meeting with you on March 30 in Dr. Werdegart's office.

Sincerely,



Ira K. Glasser
Development Coordinator

Direct Dial Phone (415) 664-9218
Direct Dial Fax (415) 664-9562

cc: David Werdegart, M.D., M.P.H.
James Dilley, M. D.
Gerald McGovern, Esq.
John M. Woodward

1675 California Street
San Francisco, CA 94109
415.928.1446 (fax)

415.928.1498

OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT

CAL-MORTGAGE LOAN INSURANCE DIVISION

818 K Street, Suite 210

Sacramento, California 95814

(916) 323-6862 FAX (916) 327-5688



March 13, 1995

Ira K. Glasser
Development Coordinator
The Life Center
1675 California Street
San Francisco, California 94109

**RE: The Life Center
Project No. 0558**

Dear Mr. Glasser:

In preparation for our meeting on March 30, 1995, at 10:00 AM in Dr. Werdegar's office at 1600 9th Street, Room 433, Sacramento, I need the following items:

1. A copy of The Life Center's articles of incorporation.
2. A copy of The Life Center's bylaws.
3. A copy of The Life Center's mission statement.
4. A copy of any license issued by the State for the operation of a "Health Facility" or a full description of the type of "Health Facility", as described in Section 436.2 of the Health and Safety Code, that you propose to build and operate.
5. A letter from bond counsel as to the eligibility for tax-exempt financing due to leasing space to for-profit tenants, space for revenue purposes not being allowable, and space for religious activities not being allowable.

I would appreciate receiving the above items at least two days prior to our March 30th meeting.

If you have any questions, please don't hesitate to call me at (916) 323-6862.

Sincerely,

A handwritten signature in cursive script that reads "Lois M. Graham".

Lois M. Graham
Project Officer

cc: David Werdegar, M.D., M.P.H.
Director

John Rosskoph
Chief Counsel

From: Steve Kolby (3/14/95)

To: Dorothy Stinnett, Carl Yoshimoto

CC: Dymond Austin, Michal Longfelder, Willie Simpson

Subject:

Time: 12:25 PM

OFFICE MEMO

Newsbreak Article for 400 Castro

Date: 3/14/95

Alan at U.C. Press is going to be writing an article re: the opening of 400 Castro. I need to provide Alan with copy information by Tuesday, 3/21. Carl, could you please send me any written info re: the direct services that will be at 400, any press releases you may have and info on AHP Services in general? I have some historical info to send and would like to add some info on those svcs that will be at 400. If you could fax this or send it inter-office by Monday, that would be great.

Dorothy, can you let Dr. Dilley know that Alan would like to speak w/ him for some direct quotes for the article also. Could you ask Dr. Dilley to set aside some time by 3/21 to speak with Alan? Alan's tel # is 6-3163. Hopefully I will get some info to Alan by the time they speak.

Dymond is going to make arrangements with Alan to have some photos taken in front of 400 Castro of PSS staff members. This will take place before 3/21 also.

Thanks very much.

URGENT - Important!

Lin

What about:

Thurs - Mar 16 - Morning

Fri - Mar 17 - Morning

Dorothy

*Call him
at 9am*

*400 Castro
file*

*Left Steve a
mes that
this Mar 16
at 8:30
10 was
good*

8:30-10

10-10:45

JK -
Did this get
done? Jim

The AIDS/HIV Life Center

1675 California Street, San Francisco, CA 94109

To: Jim Dilley

From: Paul Dirdak

Date: February 7, 1995

Number of Pages: 5
(Including Cover Sheet)

If you have a problem with this FAX transmission,
please call 415-928-1498 (FAX # 928-1446)

Dear Jim,

Thank you for meeting with me yesterday.

I got a call from Ira this morning saying that you did not have material on our Breaking Ground event for March 30. I have attached the pages which were sent by our producer, Hollenbeck Associates to agencies and companies. If for any reason you would like to deal directly with them, any actual or potential participants in the event are welcome to call them at 243-8305. They distributed the enclosed pages and may have missed AHP. I will ask them to amend their contact list when I meet with them tomorrow.

You may also want to know about a pre-event event which we are staging at the site (2299 Market) for publicity purposes on March 16. We will do the whole shovel in the dirt routine with politicians *et al.* One aspect will be the initiation of a time capsule which will be built into the building. Anyone will be welcome to contribute any 7" x 9" envelope of material which responds to the topic, "This is how AIDS affects my life in 1995." The contents will be sent to the White House on March 16, 2020, the twenty-fifth anniversary of our ground breaking. This event is being coordinated by Javier Valencia at KRON. He can be reached at 561-8686. Javier is a board member and an invaluable one.

The AIDS/HIV Life Center

Breaking Ground

Benefit Dinner

Honoring

Wells Fargo Bank - Tim Hanlon, Oliver & Company - Steven Oliver, Morrison & Foerster - Keith Wetmore
Thursday Evening, March 30, 1995 - San Francisco Hilton & Towers

Auction Item Donation Form

Name Of Donor _____

Company _____

Address _____

City _____ State _____ Zip _____

Phone (____) _____ FAX (____) _____

Contact Person For Delivery/Pick Up _____

Auction Donation: _____

Description: _____

Limitations or Restrictions: (dates, time, number of persons, etc.)

Please mail completed form to:

The AIDS/HIV Life Center, 1675 California Street, San Francisco, 94109

For Additional Information, Please Call 415-928-1498

Signature of Donor: _____ Date _____

Catalog No: _____ Solicitor _____

The AIDS/HIV Life Center
Breaking Ground
Benefit Dinner

Honoring

Wells Fargo Bank - Tim Hanlon, Oliver & Company - Steven Oliver, Morrison & Foerster - Keith Wetmore
Thursday Evening, March 30, 1995 - San Francisco Hilton & Towers

Advertising & Sponsorship Opportunities

Underwriter.....\$5,000.
(includes premium table for ten and a full-page program advertisement)
Sponsor.....\$2,500.
(includes preferred seating for ten and a half-page program advertisement)

Advance Reservations

Underwriter Tickets @ \$500 Each

Sponsor Tickets @ \$250 Each

General Seating @ \$150 Each

Name			
Company			
Address			
City	State	Zip	
Phone ()	FAX ()		
Authorized Signature			Date

Please mail completed form and check to:

The AIDS/HIV Life Center, 1675 California Street, San Francisco, 94109

For Additional Information, Please Call 415-928-1498

Program Advertising Specifications & Costs

Full-Page Vertical - 5.25 x 8.25 inches	\$1,000.
1/2 Page Horizontal - 5.25 x 4.125 inches	\$500.
1/3 Page Horizontal - 5.25 x 3.25 inches	\$350.
1/4 Page Vertical - 2.625 x 4.125 inches	\$250.
1/4 Page Horizontal - 5.75 x 2.25 inches	\$250.

All ads are black & white * No bleed * 133 line screen * Velox

Space Reservation Deadline - Feb. 15, 1995, Camera Ready Art Deadline - Mar. 1, 1995

The AIDS/HIV Life Center
Breaking Ground - March 30, 1995

Chair

David Pottruck - Charles Schwab & Co., Inc.

Guests of Honor

Tim Hanlon - Wells Fargo Bank

Steven Oliver - Oliver & Company

Keith Wetmore - Morrison & Foerster

Committee

Paul Dirdak - The AIDS/HIV Life Center

Roberto Esteves - San Francisco Public Library

Lynn Flaming - Saxton Enterprises Inc.

Pamela Fyffe - CareLinc Corporation

James Hollenbeck - Hollenbeck Associates

Ruth "Jenx" Jenkins - Trinity United Methodist Church

Douglas Leach - Vanstar Corporation

Jonathan Pearlman - The AIDS/HIV Life Center

Wendy Pomeroy - Developmental ReSources

Mark Sackett - Sackett Design Associates

Blake Spears - Insight Healthcare Consulting

Javier Valencia - KRON-TV



January 6, 1995

A BENEFIT FOR
THE AIDS/HIV LIFE CENTER

In March of 1995, ground will be broken at the convergence of Market, Noe and 16th Streets for the construction of The AIDS/HIV Life Center, one of the nations most innovative and valuable new projects serving those touched by the AIDS epidemic.

Designed to become a practical gathering point for the AIDS and HIV Community of San Francisco, the AIDS/HIV Life Center will become a clearinghouse for anyone needing information and assistance relative to the disease, as well as a one-stop entry point to service agencies for those newly diagnosed. The Life Center will house a wide range of AIDS/HIV service providers under one roof and will offer a spectrum of additional community uses for AIDS/HIV including meeting and conference facilities and arts and educational programs.

To celebrate the official launch of The Life Center's construction, we would like to invite you to join us at a benefit dinner to be held at the San Francisco Hilton and Towers on the evening of March 30, 1995. This black-tie gala, Breaking Ground, will honor those who have contributed to the center and will raise much needed funds to further the development of The AIDS/HIV Life Center program. This year's honorees include Tim Hanlon of Wells Fargo Bank, Steven Oliver of Oliver & Company and Keith Wetmore of Morrison & Foerster.

We ask that you consider supporting this important event and our critical cause. Enclosed you will find Advertising and Sponsorship Opportunities and Auction Item Donation forms for Breaking Ground. Your purchase of an Underwriter or Sponsor table or contribution to our fundraising auction, would be greatly appreciated by all that now support The Life Center and those that it will soon serve.

Thank you for your time, consideration and generosity. Please do not hesitate to contact us at 415-928-1498 if you have any questions.

Sincerely,

Mark Sackett
President - Board of Directors



A project concerned
with AIDS Prevention
and Health Promotion

MEMO

To: 2299 Market St. Advisory Group
From: James W. Dilley, MD
Date: May 5, 1994
RE: First Draft of Letter to the Irvine Foundation

Please find enclosed the first draft of the letter I have been asked to send to the Irvine Foundation. I'd like each of you to review ASAP and get back to me tomorrow at the latest. Note that the cc list is my idea of who should get a copy. Let me know if you want to add/delete names. Please page me at 719-2225 with your comments.

I will then send a version that has been reviewed by all of us to Ira Glasser for his review and comment. Barring any significant changes/requests by Ira, I will then send out a final copy no later than Monday.

Thanks for all you help on this and your willingness to "turn it around" on a moments' notice.



A project concerned
with AIDS Prevention
and Health Promotion

May 2, 1994

Ms. Renetia Martin
Program Officer
Irvine Foundation

#1 Market Plaza, Spear Tower, Suite 1715
San Francisco, CA 94105

DRAFT 1

Dear Ms. Martin:

I am writing to update you on the negotiations between the UCSF AIDS Health Project (AHP) and the Life Center concerning AHP's becoming the primary HIV service provider in their proposed new building at 2299 Market St. As you know, conversations between Ira Glasser and myself have been ongoing for some time about this building and its proposed uses.

I am happy to report that after much discussion, a mutually agreeable arrangement governing our involvement with the project appears possible. We have several programmatic and financial conditions that need to be met if we are to participate (see below); however, based on recent discussions and the willingness of the Life Center to work with us, I believe we can work out a suitable arrangement. Let me outline some of the issues we have been discussing.

Programmatic Issues

1. **Program Mix:** Our overriding interest in participating in the Life Center effort is to ensure that quality client services are delivered in a manner that is as respectful and programmatically sensible as possible. One aspect of providing quality services is ensuring appropriate management of the programmatic elements of the site. As you will recall from earlier attempts to bring disparate HIV service providers together under a single roof to provide services, a central, on-site service provider authorized to provide oversight to the service delivery system is critical to its overall success. We have made it clear and it has been agreed to by both parties, that for us to participate in the delivery of services at this site, the AIDS Health Project must be given the authority to oversee the development and execution of HIV services at this location. This oversight authority may mean that AHP will actually take over the entire available space, or more likely, that AHP will be responsible for the development of a service delivery plan that will provide for a coherent service mix made up of appropriate service providers.

2. **Building Design Elements:** The services to be delivered should drive final internal building design decisions. Thus, AHP must have final approval of plans for build-out within a dollar figure to be negotiated. Both parties have agreed that final design decisions should be service driven and that if AHP becomes the primary tenant, AHP will be intimately involved in finalizing building plans.

3. **Visibility:** If the AIDS Health Project is to be responsible for the majority of HIV services provided in the building, we believe the building should be named accordingly. For example, if AHP ends up occupying the majority of the space, but

Address Correspondence To: UCSF AIDS Health Project • Box 0884 • San Francisco, CA 94143-0884

Administrative Offices: 1855 Folsom Street • Suite 506 • San Francisco, CA 94103 • (415) 476-6430

Administrative Office Fax: (415) 476-7996 • Fiscal Unit Fax: (415) 476-3613

Affiliated with the University of California, San Francisco

makes some rooms available to staff from other agencies to provide a specified service not currently offered by AHP, the building should be named the "UCSF AIDS Health Project". If, at the end of the planning process, it is deemed more appropriate to co-locate other agencies in the building, the building name should reflect this broader use. In any case, AHP reserves the right to determine the building name. This item has not yet been agreed to by the Life Center.

4. Ongoing Building Use Decisions: Because the lease for the building will be held by the non-profit organization, 2299 Market St, Inc., we would like the by-laws changed to include a seat on the Board of Directors for the Executive Director of the AIDS Health Project or his designee. It is understood and agreed by both parties that AHP would have no traditional building management responsibilities.

Financial

1. Short-term Rent Payment: The AIDS Health Project is not now and is not likely to be in a financial position to pay the total rent cost for the space at 2299 Market by the time the space is available (projected mid-1996). In order for us to enter into this agreement, the Life Center needs to commit to raise funds to support our tenancy for the period from the opening of the building until the debt is sufficiently retired to make the rent affordable. This item has been agreed to in principle, but not yet in fact, by the Life Center.

2. Project Management Assistance: In order to proceed with this project, the Life Center must agree to secure funding for AHP to hire a Program Development Specialist. This AHP employee would be the liaison between AHP leadership and the Life Center staff to ensure program planning decisions are carried out and building design concerns are addressed. Given that groundbreaking is planned for January 1995, this employee must be hired within the next two to three months and work full-time through completion of construction. This item has been agreed to in principle, but not yet in fact, by the Life Center.

3. Long Range Development to Support Service Delivery: The resources of the AIDS Health Project will be significantly strained by taking on the responsibility of this new and very public service site. To be able to adequately meet the anticipated demands for increased client services, as well as the need to manage public information requests and referral, the Life Center must agree to help the AIDS Health Project develop and secure a long-term strategy for increasing our funding base. These funds will be used to hire and maintain needed staff positions to assure the smooth functioning of the service site, as well as to support the already strained infrastructure of AHP. This item has been agreed to in principle, but not yet in fact, by the Life Center.

4. HIV Services Conference Center: This item has both programmatic and financial elements. Currently the Life Center has plans for a conference center as part of the building. Until a final program plan is developed and approved, we would like to put this item on hold as the space currently planned for the conference area may be needed for client services. This item has been agreed to in principle, but not yet in fact, by the Life Center.

Please feel free to call me if you have any further questions. To summarize our position, I believe it is fair to say that, pending successful resolution of the above issues, the AIDS Health Project will become the primary tenant at 2299 Market St and will ensure that services offered at the site will be high quality and conform to accepted standards of care. We believe that this site can, in fact, bring a spectrum of needed services to an excellent location and that the citizens of San Francisco, whether living with HIV or not, will be well served by a partnership of the AIDS Health Project and the Life Center.

Please do not hesitate to contact me if you have any questions. I look forward to talking with you further.

Sincerely,

James W. Dilley, MD
Director, UCSF AIDS Health Project

cc: Joanna Rinaldi, Deputy Director, AHP
Stephen Herman, President, AHP Community Advisory Board
Victor Murphy, Esq., Graham and Janes, AHP Community Advisory Board
Daniel Hernandez, AHP Community Advisory Board
Bill Lorton, AHP Community Advisory Board
Ira Glasser, Development Coordinator, the Life Center
Kent Sacks, President, Board of Directors, the Life Center
Tim Wolfred, Program Advisory Board, the Life Center



August 23, 1994

Mr. Mark Sackett
President, Board of Directors
The AIDS/HIV Life Center
1675 California Street
San Francisco, CA 94109

Dear Mr. Sackett:

I am writing to confirm your support of the negotiations between the UCSF AIDS Health Project (AHP) and the AIDS/HIV Life Center concerning AHP's becoming the primary HIV service provider the proposed new building at 2299 Market St. As you probably know, conversations between Ira Glasser and myself have been ongoing for some time. I am writing now because I understand the successful resolution of our negotiations is critical to securing the remaining financial arrangements needed to complete the building.

I am happy to report that a mutually agreeable arrangement governing our involvement with the Life Center building appears possible. We have several programmatic and financial conditions that need to be met if we are to participate (see below); however, based on our discussions I believe we can work out a suitable arrangement. Let me outline some of the issues we have been discussing.

Programmatic Issues

1. Program Mix: Our overriding interest in participating in the building at 2299 Market is to ensure that quality client services are delivered in a manner that is as respectful of clients' needs and as programmatically sensible as possible. To ensure quality services are provided means ensuring appropriate management of the programmatic elements of the site. As you may be aware from earlier attempts to bring disparate HIV service providers together under a single roof to provide services, a central, on-site service provider authorized to provide oversight to the service delivery system is essential to its overall success.

Given this history, AHP must be given the authority to oversee the development and execution of HIV services provided there if we are to participate in the delivery of services at this site. It is our understanding that The Life Center supports this position. This oversight authority may well mean that AHP will actually take over the entire available space, or alternatively, that AHP will be responsible for the development of a service delivery plan that will provide for a coherent service mix made up of appropriate service providers.

2. Building Design Elements: The services to be delivered should drive final internal building design decisions. Thus, AHP must share in final approval of plans for build-out within a dollar figure to be negotiated. Both parties have agreed that final internal design decisions should be service driven and that as the primary tenant, AHP would be intimately involved in finalizing internal building plans.

Mailing Address

UCSF AIDS Health Project
Box 0884
San Francisco, CA
94143-0884

Street Address

1855 Folsom St., Suite 506
San Francisco, CA 94103
415-476-6430
FAX 415-476-7996



3. Visibility: As it is anticipated that AHP will be responsible for the majority of HIV services provided in the building we feel it is a condition of our participation that AHP receive clear public recognition for the work it does. In response, the Life Center has offered to name the building, the UCSF AIDS Health Project. Our position is that the name of the building must make sense for clients, as well as to assure AHP visibility. The actual name remains undetermined pending finalizing of service plans for the building. For example, if AHP occupies the majority of the space, but makes some space available to staff from other agencies to provide a specified service not currently offered by AHP, the building could be named the "UCSF AIDS Health Project". If, on the other hand, it is deemed more appropriate to permanently co-locate other agencies in the building, the building name could reflect this broader use. In any case, AHP reserves the right to participate equally with the Life Center in final selection of a mutually acceptable name.

This item has been agreed to by the Life Center.

4. Ongoing Building Use Decisions: The lease of the real property upon which the building will be constructed will be held by the non-profit organization, 2299 Market St, Inc., which will be AHP's landlord under an office space lease. To be assured of adequate representation we would like to accept the Life Center's offer that the by-laws changed to include a seat on 2299 Market St.'s Board of Directors for the Executive Director of AHP or his designee.

It is understood and agreed by both parties that AHP would have no traditional building management responsibilities.

Financial

1. Short-term Rent Payment: AHP is not now and, based on its present funding sources, is not likely to be in a financial position to pay for the entire proposed rental costs (projected at \$1.00 per square foot plus triple net charges/month x approximately 13,500 sq. feet available for direct services) at 2299 Market by the time the space is available for occupancy (projected mid-1996). In order for AHP to enter into this agreement, the Life Center has committed to raise funds, with AHP's full support and participation, to support AHP's tenancy for the period from the opening of the building until the debt is sufficiently retired to make the rent for which AHP will be responsible affordable.

This item has been agreed to by the Life Center.

2. Project Management Assistance: In order to proceed with this project, the Life Center has agreed to secure funding, with AHP's full support and participation, for AHP to hire a Program Development Specialist. This AHP employee will be the liaison between AHP leadership and the Life Center staff to ensure program planning decisions are carried out and building design concerns are addressed.

This item has been agreed to by the Life Center.

Mailing Address

UCSF AIDS Health Project
Box 0884
San Francisco, CA
94143-0884

Street Address

1855 Folsom St., Suite 506
San Francisco, CA 94103
415-476-6430
FAX 415-476-7996



3. Long Range Development to Support Service Delivery: The resources of the AIDS Health Project will be significantly strained by taking on the responsibility of this new and very public service site. To adequately meet the anticipated demands for increased client services, as well as the need to manage public information requests and referral, the Life Center has agreed to help AHP develop and secure a long-term strategy for increasing our funding base. These funds will be used to hire and maintain needed staff positions to assure the smooth functioning of the service site, as well as to support the already strained infrastructure of AHP.

This item has been agreed to by the Life Center.

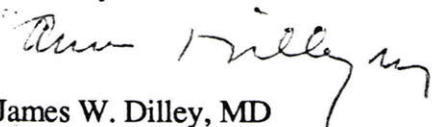
4. HIV Services Conference Center: This item has both programmatic and financial elements. Currently the Life Center has plans for a conference center as part of the building. It is our wish that the conference center be self-sustaining and that it complement client services.

This item has been agreed to by the Life Center.

To summarize our position, I believe it is fair to say that, pending final written agreement from the Board to the issues outlined above, the AIDS Health Project will become the primary tenant at 2299 Market St. We believe that this site can, in fact, bring a spectrum of needed services to an excellent location and that the citizens of San Francisco, whether living with HIV or not, will be well served by a partnership of the AIDS Health Project and the Life Center.

I look forward to receipt of your written agreement to these issues on behalf of the Board. Please do not hesitate to contact me if you have any questions.

Sincerely,


James W. Dilley, MD
Director, UCSF AIDS Health Project

cc: Joanna Rinaldi, Deputy Director, AHP
Stephen Herman, President, AHP Community Advisory Board
Victor Murphy, Esq., AHP Community Advisory Board
Daniel Hernandez, AHP Community Advisory Board
Bill Lorton, AHP Community Advisory Board
Kathy Bella, AHP Community Advisory Board
Ira Glasser, Development Coordinator, the Life Center
Tim Wolfred, President, Program Advisory Board, the Life Center

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CC: JR
HP
DA
BA
RM



**SAN FRANCISCO
COMMUNITY
CENTER
PROJECT**

Business Plan

November 1995

"There is an overall need for local centers where gay and lesbian [and bisexual] youth and adults can come together. These centers would provide a nurturing environment for new leaders and a location that serves as a catalyst for effective community organizing."

Out in Front

A community needs report
by the Horizons Foundation

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COMMUNITY CENTER PROJECT BUSINESS PLAN

Mission Statement

The mission of the San Francisco Community Center Project (CCP) is to plan, build and operate a self-sufficient facility that fosters the health, identity and sense of purpose for the Bay Area's gay, lesbian, bisexual and transgender communities. The Center will provide a safe, affordable and supportive space to link individuals with services and programs across racial, gender, age and economic lines. It will incubate emerging organizations, facilitate community events and meetings and coordinate the activities of these diverse communities.

Executive Summary

San Francisco is a city that celebrates its diversity. No where is our city's diversity more apparent than within the lesbian and gay community. Although we share a particular sexual orientation, differences quickly emerge over race, religion, economic status, gender, HIV status, political affiliation, age and other important characteristics.

Because of our diversity, it is sometimes difficult to find common ground -- to come together over important issues and aspects of our lives, liberties and pursuits of happiness.

In many other cities in America -- New York, Boston, Cleveland, and St. Louis to name a few -- the gay, lesbian, bisexual and transgender communities have a Community Center that draws them together: A common space that bridges their celebrated differences and helps them build on their collective strengths.

San Francisco is the only major city in California without a Community Center serving its lesbian, gay, bisexual and transgender communities. Los Angeles, San Diego, Sacramento, San Jose and Berkeley have had Community Centers for years.

Those who doubt the need for such a Center in San Francisco should read *Out in Front!: A Call for Leadership in Funding the Needs of Bay Area Lesbian and Gay People*, which was recently published by the Horizons Foundation. This comprehensive analysis of issues affecting our community concludes:

"The Bay Area is severely lacking in local, multi-service Community Centers that welcome and serve its lesbian and gay youth and adults. San Francisco has no such center. Where these centers do exist in other Bay Area counties, they are overwhelmed by client demand, and funding is insufficient."

The Community Center Project will bridge this gap by addressing the many social, psychological and political needs of San Francisco's gay and lesbian community. In doing so, it is not our intent to duplicate effort or replace existing agencies.

To the contrary, we seek to strengthen existing programs and institutions as well as incipient ones in need of incubator space. The CCP believes a Community Center will provide this function by offering:

- Space for individuals and organizations to meet on a regular or one-time basis
- An information clearinghouse for newcomers, people just coming out, those seeking housing, employment, volunteer opportunities or anyone else looking for support and community activities as an alternative to those already existing.
- A focal point for community activities, including support groups, classes, cultural programs, public forums, etc.
- Programs that build community strength through leadership training, organizing skills, and "cross fertilization" beyond typical organizational, racial, economic, political and gender-based boundaries.

The goal of this project is to develop a dynamic Center that is largely self-supporting without a significant need for on-going funding for programs or staff. This will be accomplished in two ways:

1. By working with the City of San Francisco to acquire the real estate for construction at no cost to the Project. The San Francisco Redevelopment Agency and the Mayor's Office of Community Development (MOCD) have expressed a willingness to make significant contributions to our effort. A capital campaign will seek additional contributions from corporations, individuals and foundations.
2. By planning the center with revenue-generating rental space and services, such as a cafe and non-profit organizations in need of office space. Additional revenue is planned from individual memberships and regular events, such as bingo.

Efforts to secure a site at 1800 Market Street at Octavia are underway now. The San Francisco Redevelopment Agency has declared its intention to designate a section of Market Street that includes the Community Center as a Redevelopment Survey area. This is important as it will make the Project eligible for tax increment financing, enabling the Center to apply for substantial city funds toward site acquisition and construction costs.

Our current timeline calls for acquisition of the site by the spring of 1997 with construction of a 40,000 square-foot building completed by the fall of 1998. Acquisition and construction costs are estimated at \$5.4 million.

History and Background

There have been previous ill-fated attempts to create a Community Center in San Francisco. Though well-intentioned, these efforts failed to bring together the financial backing, political will and public support for the endeavor.

In February 1994, the current Community Center Project was created with help from a \$40,000 grant from the Mayor's Office of Community Development. The grant funded the initial research and community outreach phase of the project. In this first phase, public surveys were conducted to gauge community interest in a Community Center. Public input was also used to develop a vision and mission for the Center.

During this initial phase a comprehensive site search was conducted. This search led to the current site, 1810 Market Street for reasons that are detailed later. Negotiations are underway now between the City Redevelopment Agency, the CCP Board of Directors and the property owner.

In the spring of 1995, a Board of Directors was created to continue the efforts started with the MOCD grant. In addition to negotiating with the city and a property owner, the Board is laying the groundwork for this project by:

- Seeking non-profit status with the State of California
- Working with an architect to develop a preliminary design for the Center
- Developing comprehensive plans for fund raising and community outreach
- Producing a brochure for fund raising and community outreach purposes with a generous grant from the Pacific Bell Foundation
- Identifying a political strategy to shepherd this project through the various City processes that are required prior to site acquisition and construction

Project Description and Community Need

Lesbians and gay men face a more complex and extensive set of health and mental health issues than the general population, resulting primarily from the homophobia and racism they face from the larger society. Beginning in the 1970s, San Francisco became a refuge from homophobia and the community organized politically and developed extensive services to assist gay men and lesbians to build healthy and fulfilling lives. Since 1981, the AIDS epidemic has forced both lesbians and gay men to focus resources heavily on the treatment and prevention of a disease which continues to threaten one-half of the gay male population and many women.

Many needs that existed for these communities before the epidemic -- building self-esteem as open gay men and lesbians, re-forming family and developing social support, and creating a community and culture to meet our long-term needs -- not only still exist, but have been heightened by the devastation of the AIDS epidemic.

In a series of focus groups conducted in 1993, gay men described low self-esteem, a poorly defined sense of community, and the inability to imagine a future as being among many impediments to their health and well-being and their ability to maintain safe sex. The reach of the epidemic into their lives was reported to be so great that many men believed having AIDS was now a part of the gay experience. Young gay men longed for places other than bars and clubs to meet people, become involved and form friendships, and for a place that reflected the history and culture of their community.

While our commitment to AIDS must be maintained, the development of a Community Center must also become a priority to increase our response to the long-term cultural, social, political, health and mental health needs of the lesbian and gay community. A Community Center would serve as an important statement about the need to further unite and strengthen our communities and about the need to dedicate ourselves to designing and building our future. A Center would also play an important role in the lives of thousands of individual users seeking to build long, happy and healthy lives in San Francisco.

In its assessment of the needs of lesbians and gay men living in San Francisco and the Bay Area, the Horizons Foundation advocated for the following efforts, which could be met through the Community Center:

- Capacity building and technical assistance programs that support new and established organizations and programs addressing the social, safety and health needs of gay men and lesbians, particularly people of color.
- Visibility and leadership development projects, especially for lesbians, gay youth, and gays and lesbians of color.
- Leadership training and youth-led programs for lesbians and gay youth, including mentoring projects that promote inter-generational dialogue and coalitions, especially with lesbian and gay elders and gay/lesbian people of color.
- Extensive and culturally relevant public relations campaigns that promote self-esteem and self-care among gay and lesbian youth in the areas of health, safety, substance abuse and sexuality; and resources related to coming out.

- Programs that facilitate outreach to and connections between lesbian and gay elders and programs that provide companionship as well as linkages to health care and social services.
- Efforts to build coalitions and alliances among communities of color and with social change organizations that seek to combat racism within the lesbian and gay community and homophobia within the full Bay Area population.
- Education and social services programs that assist, foster and protect lesbian and gay youth and adults, their relationships and their families.
- The establishment and operation of a lesbian and gay cultural center.
- Hotlines, bulletin boards, safe meeting spaces, coming out support, referral services and programs that respond to the needs of lesbians and gay individuals and families.

While San Francisco is particularly rich with organizations and agencies serving the gay, lesbian, bisexual and transgender communities, a central resource to link these programs to the community does not exist. A Community Center would fill this void. It could also provide space for us to honor our rich diversity, address our need for mutual understanding, and also unite us to overcome the oppression that threatens the health and well-being of all people in the sexual minority community. It could serve as a think tank to assist lesbians, gay men, bisexual and transgendered people in designing new efforts to meet the many needs of our communities and our shared community. And it could house the resources necessary to help visionary plans to build community.

Project Objectives

Based on discussions with members of the community, the CCP Board of Directors has developed a number of specific objectives this project must meet in order to be deemed successful. These objectives include:

1. Build a 49,000 square-foot financially self-sufficient Community Center at 1800 - 1810 Market Street by 1998. The center will consist of a newly-constructed 40,000 square-foot structure at 1810 Market Street joined with the neighboring 9,000 square-foot Victorian that already exists at 1800 Market. The Victorian, which currently houses a Libertarian bookstore and two floors of vacant housing, will be renovated by the owner. The Center is negotiating with the owner for a lease-option to get control of the first floor of the building once renovations are made. The Community Center will include:

- Office space for Center administration and community organizations
- Public meeting space
- Program space
- An auditorium with social space
- A lounge or cafe
- Centralized information and referral services

2. Create active community participation in the Center's planning and operation as measured by:

- Membership by individuals
- Membership of community organizations
- Strong volunteerism
- Donations of funds and in-kind services
- Activity and attendance of Center events
- Diversity in every aspect of Center programs, operations and participation

3. Create a structure for building community leadership that includes cross-fertilization between existing community organizations.

4. Develop a community-based think tank that is constantly assessing emerging community needs and working closely with existing community organizations and their leaders to find ways to address these needs.

The Building

Location

In 1994, the Planning Committee searched the Upper Market corridor for an appropriate site for the Community Center. The criteria were size, visibility, access and proximity to the Castro. After an exhaustive search and discussions with property owners, the site at 1800 - 1810 Market Street was chosen as the best site. The site is appropriate because of its size, prominent visibility and signature location on Market Street, easy access to public transportation and close proximity to the Castro and other neighborhoods where large numbers of gay, lesbian, bisexual and transgender people live and a cooperative property owner.

The site currently accommodates a dilapidated Victorian with a first-floor bookstore and vacant apartments upstairs, a former used car dealership and the 1808 Club. The property is at the very visible intersection of Market, Octavia and Waller Streets. The property is just west of the freeway overpass and at the beginning of the Upper Market Street corridor. It is just a 10-15 minute walk from Castro Street and the Castro neighborhood.

The site is also at the junction of the Haight, Hayes Valley, Mission and Castro neighborhoods, all of which are home to many gay, lesbian, bisexual and transgender people living in San Francisco.

The location is assessable by public transportation from the Church Street or Van Ness Muni stop or by bus or street car. The Center will be surrounded and supported by a vibrant neighborhood of shops, restaurants, offices, bars, a church and homes. In the last three years, many businesses have expanded down Market Street from the Castro and towards the property. Completion of the Center will increase foot traffic in the area and help revitalize neighborhood businesses. More than 100 condominium units are being developed a block from the site. These improvements will enhance the substantial investment the City has already made to improve the Market Street corridor with palm trees and the new F-Line street car route.

Building Description

The Community Center will be developed in two phases. The first phase will be the renovation of the 9,000-square-foot, three story Victorian at 1800 Market Street. It is anticipated that it will open in the fall of 1996. The second phase, anticipated to be completed in 1998, will be the development of the main structure, a six-story building at 1810 Market Street. The buildings will be connected to serve as one property.

The Victorian building will be developed in two phases. Initially, it will house the entire Center and will be occupied by larger community organizations on the top two floors. The first floor will house Center meeting space and reception, and two retail tenants. Once the new building is complete, the buildings will be joined and the Victorian will be converted to house office tenants supported by administrative staff on the top two floors and retail and a cafe on the first floor.

The new building will be 40,000 square feet and be six stories high. The ground floor will have a large reception and lounge area with a large information desk. This space will be an open foyer and have a double height ceiling. It will also have a grand entrance on Market Street and a more discreet entrance on Waller Street.

The first floor will also include retail space facing the street, flexible meeting space, several lounge rooms for youth and elders including a pool room, a gallery for community recognition awards and history, and a retail store of queer products.

The second floor will have an auditorium for several hundred people and flexible meeting rooms. The third, fourth and fifth floors will provide office space for community organizations. The top floor will be a large social room with a wrap-around outdoor terrace. Because of the elevation, this space will have great views of downtown. The building will also have a partial basement for storage. The new building at 1810 Market St. will also be stepped back at these levels to allow for outdoor terrace space.

Both the new and the rehabilitated buildings will be fully handicap accessible elevators and bathrooms at each level. The Center will also have full security.

Community Outreach and Services

The Center's success depends largely on community "buy in" and investment. This investment can be measured by volunteerism, financial support, use of Center programs and services, use of meeting, office and incubator spaces by community organizations. The Center's success will also be measured by its ability to generate revenue through its programs and memberships.

Outreach

To date, the Center Project has sought community input through focus groups, meetings, surveys, information booths at community events, small informal gatherings, and one-on-one conversations and correspondences with community organizations and leaders. We are currently seeking CCP endorsements from prominent non-profit organizations and individuals, as well as individual and family memberships. Outreach is a fundamental aspect of this phase of the project and we will continue to seek support and input from as many community members as possible.

Target Consumers or Audiences

The Community Center will be designed to meet as many needs of the community as possible. Once in operation, the Center staff and administration, primarily through its membership, boards, and user group, will maintain an open dialogue with the community to ensure that its programming meets and remains relevant to the community's needs. Through community outreach, discussion and "*Out in Front*," a needs assessment performed by the Horizons Foundation, the following is a list of target users identified as priorities for services and programs by a Gay and Lesbian Community Center:

1. Sexual minorities
2. Newcomers
3. Youth
4. People Who are Just Coming Out
5. Gay Tourists
6. Elderly
7. Gay Parents and Parents-to-Be
8. People of Color
9. People in Isolated and Unaffiliated Communities
10. Gay Families
11. People Redefining Their Lives: couples to singles, singles to couples, multiple partners, etc.
12. Activists
13. People Outside the Gay Community (needing information or support)

Needs that Could Be Met By A Community Center

- | | |
|----------------------|--|
| 1. Sexual Minorities | Queer, gay, lesbian, bisexual, transsexual, and transgender social activities, support groups, meeting space, information and referrals. |
| 2. Newcomers | Social activities, housing information, employment information, City and gay life orientation |

- | | |
|-------------------------------------|--|
| 3. Youth | Employment information, unstructured lounge space, affordable social dances and refreshments |
| 4. Just Out | Access to information including in-depth, group or individual counseling; a safe "on ramp" to the community and culture |
| 5. Gay Tourists | Lodging information, orientation to San Francisco and gay life, information on services, gay history, database, exhibits, link and on-going connection to community (Center newsletter), souvenir and gifts, central meeting place and conduit for cultural and political events |
| 6. Elderly | Social activities, transportation, housing information, legal advice on retirement and health issues, way to connect experience to younger people, access to in-home care services for homebound |
| 7. Gay Parents/
Parents-to-Be | Connections to other gay parents, referrals to services, sensitive child care, gay parent classes |
| 8. People of Color | Establishing and building trust between and within communities, education about other cultures, empowerment seminars, leadership training, legal assistance for immigrants, facilitators for interactions between different communities, language needs |
| 9. Gay Families | Activities for couples, assistance with domestic partnership, wills and trusts, wedding/ceremony space, support groups and programs |
| 10. People
in Transition | Access to information, support groups, and counseling |
| 11. Activists | Mail boxes, phones, networking computers, meeting space, office space, and subsidized services |
| 12. People Outside
the Community | Access to information about the gay/lesbian community and referrals |

There will also be a strong effort to form strategic partnerships with existing non-profits on specific projects to strengthen their role within the community.

Operations

General Operations

The Community Center will operate as a nonprofit or 501 (C) (3) organization. The Center will be managed by an Executive Director who will report to a Management Board of Directors. The Management Board will be selected from and overseen by an Advisory Board representative of our diverse community. The Center will offer memberships to individuals and organizations which will provide input to ensure that the Center's programs and services remain relevant to the community. The Executive Director will manage a small paid staff and the primary workforce for the Center will be volunteers -- as is done at other Community Centers throughout the nation. The staff will have responsibilities for managing the Center and also providing and maintaining programming.

Operations Structure

Board of Directors: The Community Center will be managed by an Advisory Board and a Management Board. They will work together to manage and lead the Center. The Boards will come from the community and provide a vital link to the community to ensure that the community's needs are being met. The list of current board members (as of November 1995) follows.

Advisory Board: The Center will be managed by a 50-member Advisory Board comprised of community leaders and organization representatives who will be responsible for establishing overall policy and direction of the Center.

Management Board: Partially elected from the Advisory Board will be a 15 member Management Board responsible for Center operations policy and overseeing of the staff. The Management Board will have fiscal and legal responsibility for the organization.

Staff: The Staff will report to the Management Board and be responsible for the daily management of the Center and its programs and services. The staff will be composed of an Executive Director who will be responsible for management and fundraising. The ED will be assisted by an Program Manager who will be responsible for facilities and program management. There will also be a Volunteer Coordinator responsible for managing volunteers, community organizing and outreach. In addition to the management staff, there will be two receptionists/administrative assistants to support the Center and its office tenants and a maintenance person to oversee the building's maintenance needs. The Center will also rely on contract and consulting services from an accountant/bookkeeper and janitorial service.

Volunteers: A staff of volunteers will be recruited to participate in all aspects of the organization. They will be overseen by the Volunteer Coordinator Committees and will be organized for fundraising, Center program and service assistance, social activities and information and referral support. Eighty percent of the volunteers will have defined job descriptions and credit for service will be available through a volunteer bank.

Membership: Center membership will be comprised of individuals and organizations from the community and will be an integral part of the Center for financial support, volunteerism and Center direction. There will be a sliding scale membership fee. In return for their fee, members will receive the Center newsletter, discounts to center sponsored events and input into Center programs and operations.

Board of Directors:

In February of 1995, the Planning Committee organized a Board of Directors to begin implementing plans to build a Center. Additional members are being added. The following are the current members and their biographies.

Scott Shafer, President

Former press secretary to Mayor Art Agnos, now a communications/political strategist and partner at Staton, Hughes and Shafer. Scott brings leadership, political and communications skills to the board.

Brenda Barnette, Treasurer

Brenda is Development Director with the San Francisco SPCA where she is in charge of fundraising and volunteers. She raises in excess of \$2 million yearly for the SF SPCA. Brenda brings her fundraising and accounting skills to the board.

Allen Carson, Secretary

Allen is a long-time grassroots community organizer and activist. He is a Community Center Project veteran and brings vital organizational skills and vision to the board.

Richard Allman

Richard is Business Development Specialist with A.F. Evans, Co. He is a past president of the North of Market Planning Coalition and S.F. Housing and Tenants Counsel. Richard is a long-time activist in gay and lesbian, AIDS, and affordable housing issues. He brings fundraising, community development and organizational skills to the board.

Linda Blackmore

Linda is a Computer Systems Analyst and Consultant. She is a long-time Human Rights Campaign Fund board member. She brings nonprofit organizing and fundraising skills to the board.

Bob Dadurka

Bob is a real estate broker with Pacific Union Residential Brokerage and is a United Way of the Bay Area board member. He is a Community Center Project veteran and is responsible for leading the group in the purchase and development of the site.

Deirdre Dawson

Deirdre is an attorney and Partner in the law firm Cassidy and Verges. She primarily handles commercial real estate transactions and works countrywide. Deirdre brings extensive expertise in commercial real estate negotiating and development to the Board.

Peggy Hughes

Peggy is the Administrative Assistant to the General Manager of Sunset Scavenger. Just relocated from New York City, Peggy was very active in the Gay and Lesbian Center there including responsibility as volunteer coordinator. She not only brings those skills, but also her perspective from working first-hand in an operating center.

Deena Lahn

Deena is Executive Director of the Child Care Law Center, a national nonprofit legal services organization working in the area of child care. She is currently working on board development for the Center.

Victor Marquez

Victor is Executive Director of La Raza Centro Legal, Inc. He brings both nonprofit administration and corporate legal experience to the Board. Victor also has extensive experience in real estate law.

Michael Simmons

Michael is the Executive Director of the San Francisco Housing Development Corporation. He brings both business planning and real estate experience to the Board. Michael also serves as Assistant Treasurer to the NAMES Project Foundation.

Advisor to the Board

Dana Van Gorder

Former Aide to Supervisor Carole Migden, Dana works for the S.F. Health Department. Dana was very instrumental in developing the idea for the Center and obtaining Supervisor Migden's support. Dana continues to play a valuable role in helping define and lead the project.

Capitalization and Financial Plan

Overview

The capital to build and operate the Community Center is separated into two components: A capitalization plan to build the Center and a financial plan to operate it once it is completed. Both plans are integral to the long term stability of the Center because the more grant and contribution funds that are raised to build the project, the less will be required for servicing a mortgage debt over the life of the Center. Thus, income from rents can be used to maintain the Center and to operate its programs.

The building will be rehabilitated by its current owner and will be leased to the Center with an option to purchase in five years. The second phase will include the construction of the new 40,000-square-foot building, which will be joined with the Victorian and operated as the complete Center. Currently, the capitalization budget to build the new Center is \$5.4 million and the first full year operations budget expects \$800,000 in revenue.

Building Capitalization

Victorian

The first phase of the project encompasses the rehabilitation of the Victorian building at 1800 Market Street by its current owner and the master lease by the Center to operate the building. The lease will be in the form of a five-year lease option. A firm purchase price will be negotiated as part of the lease. Currently, we expect monthly lease payments to be between \$7,000 and 8,000 with a purchase price of \$500,000 to \$750,000 for the building at the end of the option period.

New Building

The anticipated development cost for the new building is \$5.4 million, including the cost of the land. It is anticipated that there will be multiple financing for the building including a \$900,000 commercial bank loan, \$850,000 in funding from the Redevelopment Agency, a \$730,000 contribution from community members, and an estimated \$200,000 capital grant from the Mayor's Office of Community Development. We are currently seeking other government funds for the remaining \$2.7 million.

Negotiations are currently underway for the vacant land parcel at 1810 Market Street. We expect an \$850,000 purchase price. It is expected that the land cost will be funded by the San Francisco Redevelopment Agency as part of the Upper Market redevelopment area. We also expect the Agency to assist with approximately \$200,000 in predevelopment costs.

A \$900,000 bank loan will be sought to fund part of the capital costs for the Center. The Center has already contacted Bay Area commercial banks, which are very interested in the project because the loan would be part of the bank's Community Reinvestment Act requirement. We estimated that a construction/permanent loan in 1997 will cost 2.5 points/fees for a 20 year fixed loan at 9%. Based on the operating budget for the Center, \$8,000 will be available monthly to service debt for a \$900,000 loan.

The Center has estimated a contribution from community members of \$730,000 as part of the capital cost of the new building. This contribution will be part of a \$1 million capital campaign drive for the Center. The remaining \$270,000 will be used as operations start-up and reserve.

Members of the Center's Board met recently with the Mayor's Office of Community Development regarding the possibility of a \$200,000 capital grant for the project. The funding level is subject to the federal budget cuts, however, we have been assured that MOCD will make some contribution to the project.

The Center Board is currently meeting with City and Redevelopment staff to identify funds for a \$2.7 million financing gap.

Center Operations

Victorian Building - Phase I

The Victorian building will operate for two to three years before the completion of the new building. The estimated annual revenue each year is \$200,000 with expenses of \$190,000. The operations of the building will be primarily supported by \$111,000 in rents from anchor and retail tenants. Most of the remaining funds will come from minor and major fund-raisers. It is expected that during this time that there will be some foundation and corporate support.

New Building - Phase II

Once both buildings are in operation, it is expected that the Center will generate some \$800,000 in revenue and \$725,000 in expenses. The primary source of revenue will come from anchor tenant rents. These tenants will include service providers, which lease space in the building. Rent for these tenants will be about \$1.25 per square foot, which is competitive for the area. The Center expects to generate \$224,000 in rental income. The Center will also offer supported space for smaller groups at \$1.50 per square foot, which is estimated to generate \$90,000 in revenue. Ground floor commercial retail space at net \$1.75 per square foot is expected to generate \$115,000.

Fees will be charged for meeting room space at \$2.00 per person attending. This system is used in the New York Center and has been successful. We also expect to raise funds through membership and have estimated 2500 members per year with an average donation of \$35 per member. An estimation of \$75,000 is expected to be generated through major social fund-raisers and an additional \$60,000 is expected to be earned annually through an on-going drag bingo fund-raiser. The Center will also have auditorium and a roof top social space, that is expected to generate \$25,000 per year.

Since many of the services will be offered through the tenants, the Center will have a limited staff and utilize volunteers. The Center's staff budget is approximately \$220,000 for staff and benefits for the staff. The Center will offer some programming, mostly in the form of information and organizational assistance. The administration of this programming and Center operations are expected to be \$118,000 based on similar size organizations. Building maintenance and operations is expected to cost almost \$200,000 per year based on operating budgets of similar size buildings. A quarter of this figure is expected to be recaptured in retail reimbursements. To service the mortgage debt of the building, \$96,000 has been set aside annually. An additional \$96,000 has been budgeted for the Victorian lease payment and potential mortgage when the building is purchased in its fifth year of operation.

PROJECT: COMMUNITY CENTER

LOCATION	1800 - 1810 Market Street San Francisco, California
LAND SQFT	9,000
TOTAL BUILDING SQFT	40,000
DEVELOPMENT TYPE	Commercial (retail/office/social)
BUDGET DATE	13-Nov-95

CAPITAL SOURCES *

SFRA Land Purchase	850,000
Bank Loan	905,274
Community Contribution	729,648
MCCD	200,000
Financing Gap	2,700,000
TOTAL SOURCES	5,384,922

DEVELOPMENT SUMMARY

Land Purchase	850,000
Site Improvement	110,000
Direct Construction Cost	3,520,000
Soft Costs	570,000
Financing & Fees	334,922
TOTAL DEVELOPMENT COSTS	5,384,922

* Estimate

COMMUNITY CENTER
ANNUAL BUDGET
Phase I Budget

ANNUAL BUDGET	TOTAL BUDGET
INCOME	
Anchor Tenants	68,850
Supported Tenants	0
Retail Tenants	37,800
Retail Reimbursables	4,156
Meeting Room Fees	4,000
Membership/Major Donors	15,000
Major Fundraisers	50,000
On-going Fundraisers	25,000
Auditorium/Social Space	0
TOTAL INCOME	204,806

Income Calculations	Total SqFt	Net SqFt	Per Sqft	Less Vacancy	Annual Income
Retail	2,000	2,000	1.75	4200	37,800
Office Supported	0	0	1.50	0	0
Office Anchor	6,000	5,100	1.25	7650	68,850
Lobby/Lounge	500	500			
Meeting	500	500			
Auditorium/Social	0	0			
TOTAL	9,000	8,100			

EXPENSES	
Salaries and Benefits	41,250
Office/Program Administration	44,500
Victorian Lease	84,000
Building Operation Expenses	18,700
TOTAL EXPENSES	188,450
11/14/95	
NET (PROFIT/LOSS)	16,356

**COMMUNITY CENTER
ANNUAL BUDGET
Phase II Budget**

ANNUAL BUDGET	TOTAL BUDGET	
INCOME		
Anchor Tenants	223,763	
Supported Tenants	87,480	
Retail Tenants	113,400	
Retail Reimbursables	54,592	
Meeting Room Fees	80,000	
Membership/Major Donors	87,500	
Major Fundraisers	75,000	
On-going Fundraisers (ex. Bingo)	60,000	
Auditorium/Social Space	25,000	
TOTAL INCOME		806,734
EXPENSES		
Salaries and Benefits	219,500	
Office/Program Administration	118,500	
Victorian Lease	96,000	
New Building Debt Service	96,000	
Building Operation Expenses	195,000	
TOTAL EXPENSES		725,000
Net (Profit/Loss)		81,734
1-Nov-95		

PROPERTY INCOME CALCULATIONS					
	Total SqFt	Net SqFt	Per Sqft	Less Vacancy	Annual Income
VICTORIAN					
Retail	3,000	3,000	1.75	6,300	56,700
Office Supported	6,000	5,400	1.50	9,720	87,480
Office Anchor	0	0	1.25	0	0
Sub Total	9,000	8,400		16,020	144,180
NEW BUILDING					
Retail	3,000	3,000	1.75	6,300	56,700
Office Supported	0	0	1.50	0	0
Office Anchor	21,500	16,575	1.25	24,863	223,763
Sub Total	24,500	19,575		31,163	280,463
New Building					
Lobby/Lounge	3,500	3,500			
Meeting	5,000	5,800			80,000
Auditorium/Social	7,000	5,950			25,000
TOTAL	49,000	43,225		47,183	529,643

Timeline

Begin Community Outreach and Fundraising	Fall, 1995 - Fall, 1998
Control Site	Winter, 1995
Redevelopment Process	Winter, 1995 - Spring, 1997
Renovate Victorian	Spring, 1996 - Winter, 1996
Secure Victorian Tenants	Spring, 1996 - Winter, 1996
Center Program Planning	Spring and Summer, 1996
New Building Program Planning	Summer, 1996 - Fall, 1998
Open Center in Victorian	Spring, 1997
Secure New Building Tenants	Fall, 1996
Acquire Site	Summer, 1997
New Building Design and Approvals	Spring, 1996 - Spring, 1997
New Building Construction	Summer, 1997
Opening of New Building	Winter, 1998

Conclusion

Building a Community Center will provide an enormous benefit to the community. The Center will not only bring a stronger identity and focal point to the community, but it will also give the community a place of its own to foster growth.

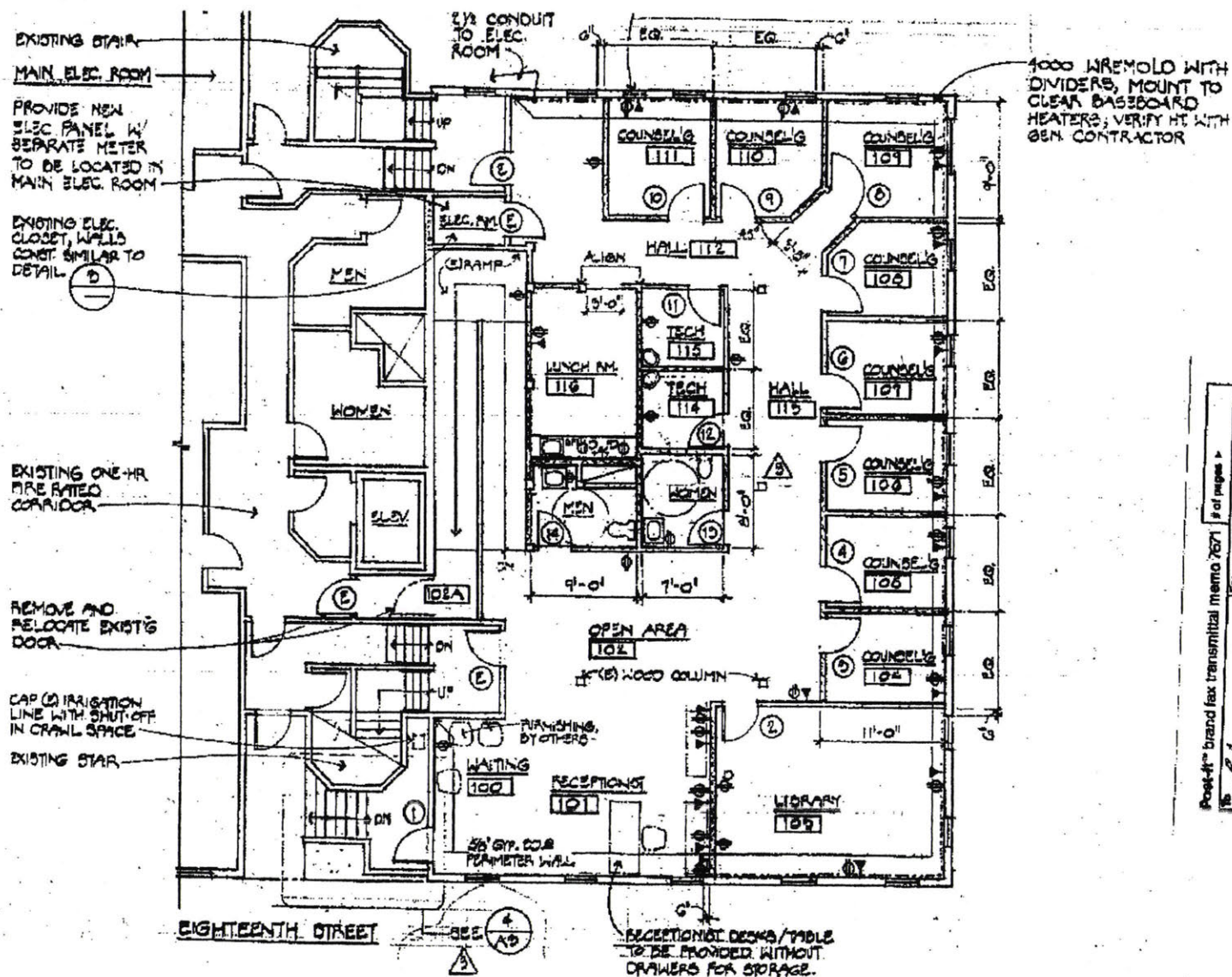
Currently, thousands of programs and services are scattered throughout the City with no central clearinghouse to build upon and strengthen them. It is not the intention of the Center to compete with other community organizations by creating similar programs and services. Instead the Center will seek to fill in appropriate gaps or incubate and nurture new organizations as needed.

One goal of the Community Center is to create a critical mass of programs and services to create an identity and "cross fertilization" of ideas, long range planning and enthusiasm for the community. Particularly, by housing so many organizations under one roof or providing meeting space for them, a stronger bond is created as ideas and resources are shared between organizations and individuals. This interaction will serve as a strengthening and nurturing agent for the community.

In short, a Community Center will enhance existing services through better coordination, incubation and collaboration. It will provide *added value* to what already exists.

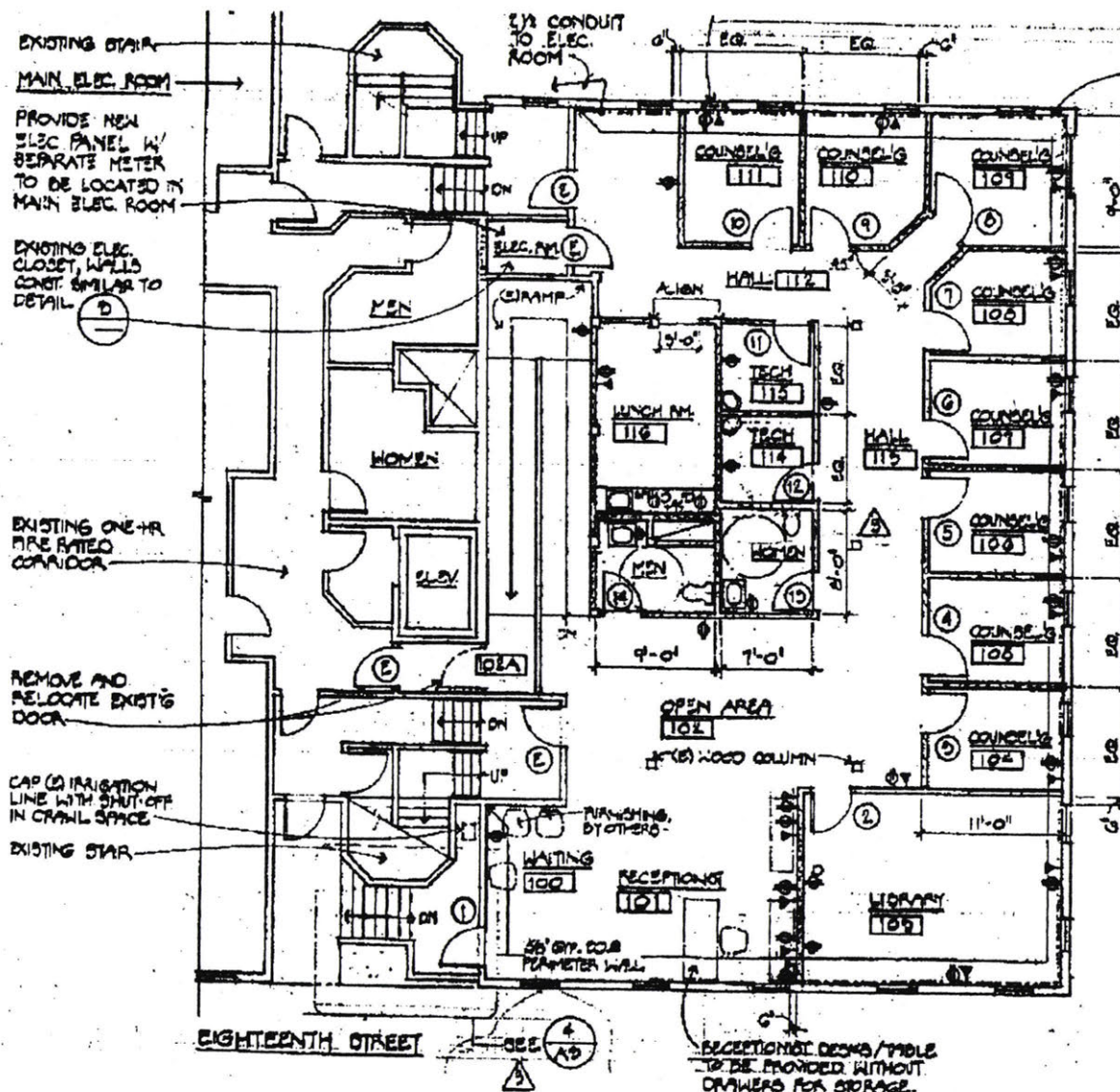
The Community Center Project Board of Directors will continue to work closely with the Mayor's Office, the Board of Supervisors, the San Francisco Redevelopment Agency, the Mayor's Office of Community Development and other relevant city agencies to develop the most cost-effective plan to build and operate this facility.

We welcome -- and will continue to solicit -- community input and constructive suggestions.

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RELOCATE SPRINKLER HEAD



1000 WREMOLO WITH
DIVIDERS, MOUNT TO
CLEAR BASEBOARD
HEATERS; VERIFY HT WITH
GEN CONTRACTOR

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