

1 [\$157,500 Loan to The Community Center Project of San Francisco, Inc., at 1800 Market  
2 Street .]

3 **Resolution authorizing the City to make a \$157,500 Loan to The Community Center**  
4 **Project of San Francisco, Inc., a California nonprofit public corporation ("CCP"), located**  
5 **at 1800 Market Street, and authorizing actions in furtherance of the Resolution.**

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7 WHEREAS, The Community Center Project of San Francisco, Inc., a California  
8 nonprofit public corporation ("CCP"), owns and operates the San Francisco LGBT Community  
9 Center ("Center"), which is located at 1800 Market Street in San Francisco, California ("Real  
10 Property"); and,

11 WHEREAS, In 2007, CCP obtained a \$3,200,000 loan from First Republic Bank, a  
12 Nevada corporation ("Bank"), as evidenced by a promissory note made by CCP in favor of  
13 Bank and dated December 10, 2007 ("Original Bank Note"), and a Deed of Trust, Fixture  
14 Filing, Assignment of Rents, and Security Agreement with Borrower as trustor and Bank as  
15 beneficiary, recorded in the Official Records of San Francisco on December 31, 2007 as  
16 Document No. 2007-I513129 ("Bank Deed of Trust"). Copies of the Original Bank Note and  
17 the Bank Deed of Trust are on file with the Clerk of the Board of Supervisors in File No.  
18 \_\_\_\_\_ and are incorporated herein by reference; and,

19 WHEREAS, CCP wishes to modify the Original Bank Note pursuant to an amendment  
20 of promissory note and deed of trust (the "Loan Amendment") to restructure Original Bank  
21 Note payments as follows: \$157,500 (between July 1, 2009 and June 30, 2010), \$157,500  
22 (between July 1, 2010 and June 30, 2011), \$236,250 (between July 1, 2011 and June 30,  
23 2012), \$236,250 (between July 1, 2012 and June 30, 2013), and \$236,250 (between July 1,  
24 2013 and June 30, 2014); and,

1           WHEREAS, Bank will not enter into the Loan Amendment unless City makes a  
2 \$157,500 loan to CCP (the "City Loan") that allows CCP to use City Loan proceeds to make  
3 any payment owed under the Original Bank Note, as amended by the Loan Amendment (the  
4 "Modified Bank Loan"), if CCP does not other sufficient funds to make such Modified Bank  
5 Loan payment when due; and,

6           WHEREAS, The City previously loaned funds to CCP to finance the construction and  
7 operation of the Center, and the City Loan would increase CCP's financial ability to operate  
8 the Center; and,

9           WHEREAS, The City Loan would be evidenced by a loan agreement in the form on file  
10 with the Clerk of the Board of Supervisors in File No. \_\_\_\_\_, which is incorporated  
11 herein by reference ("Loan Agreement"), and a promissory note in the form on file with the  
12 Clerk of the Board of Supervisors in File No. \_\_\_\_\_, which is incorporated herein  
13 by reference ("City Note"). The City Note will bear interest at a rate of one percent (1%) per  
14 annum, simple interest, and will require monthly payments of principal and interest  
15 commencing on January 1, 2015, with all outstanding amounts due and payable on December  
16 31, 2020; and,

17           WHEREAS, CCP's obligation to repay the City Loan would be secured by a deed of  
18 trust in the form on file with the Clerk of the Board of Supervisors in File No.  
19 \_\_\_\_\_, which form is incorporated herein by reference ("City Deed of Trust") and  
20 would be subordinate to the Bank Deed of Trust; now, therefore, be it

21           RESOLVED, The Director of Property is hereby authorized to enter into the Loan  
22 Agreement and accept the City Note and the City Deed of Trust, and is hereby authorized and  
23 directed to do any and all things to execute and deliver the Loan Agreement and all other  
24 documents with respect to the Loan Agreement, and take all actions required under the Loan  
25 Agreement, that the Director of Property determines, in consultation with the City Attorney, are

1 in the best interest of the City, including any modifications or amendments that do not  
2 materially increase the obligations or liabilities of the City, are necessary or advisable to  
3 consummate the transactions contemplated in the Loan Agreement or the performance of the  
4 purposes of this Resolution, and are in compliance with all applicable laws, including City's  
5 Charter; and be it

6 FURTHER RESOLVED, The Mayor, Clerk of the Board, and Director of Property are  
7 hereby authorized and directed to take any and all actions which they or the City Attorney may  
8 deem necessary or advisable in order to effectuate the purpose and intent of this Resolution.

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10 RECOMMENDED:

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12 \_\_\_\_\_  
13 Amy L. Brown  
14 Director of Property

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