

DEVELOPMENT SERVICES AGREEMENT

THIS DEVELOPMENT SERVICES AGREEMENT (“Agreement”) is made and entered into as of _____, 2017, by and between CAST Powerhouse LLC, a California limited liability company (“QALICB”), and **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation, acting by and through its Recreation and Park Department (“Developer”).

RECITALS

WHEREAS, Developer owns real property located at 2301 San Jose Avenue, in San Francisco, California, 94112, legally described on Exhibit A attached hereto and incorporated herein by reference (“Property”);

WHEREAS, Developer and QALICB have entered into a long-term lease as of the date hereof under which QALICB holds a leasehold estate in the Property (“Long-Term Lease”);

WHEREAS, QALICB was formed to enter into the Long-Term Lease, facilitate the financing, restoration and development of the historic Geneva Powerhouse Building located on the Property (“Project”), and to master lease (“Master Lease”) the improved Property to CAST Powerhouse Master Tenant, LLC, a California limited liability company (“Master Tenant”) that will sub-lease the improved Property for operation as a center for performing arts classes, performances, and other community programming;

WHEREAS, the Project will help ensure the preservation and protection of the historic building through its restoration which qualifies as a “certified rehabilitation” of a “certified historic structure” for purposes of the historic rehabilitation tax credit (“HRTC”) pursuant to Sections 47 and 50 of the Internal Revenue Code of 1986, as amended from time to time, or any corresponding provision or provisions of prior or succeeding law (“Code”);

WHEREAS, U.S. Bancorp Community Development Corporation (“HRTC Investor”) desires to obtain a 99% member’s interest in the Master Tenant and claim 99% of the Project’s HRTCs;

WHEREAS, QALICB desires to utilize new markets tax credit financing pursuant to Code Section 45D from [_____], a California limited liability company and controlled affiliate of the San Francisco Community Investment Fund (“NMTC Lender”), as set forth in that certain Loan Agreement, of even date herewith, and related documents, including any project funding agreement, loan agreement, mortgage encumbering the Property (“NMTC Documents”);

WHEREAS, the Project must satisfy all requirements of any agreements executed by QALICB or Developer in connection with the acquisition or financing of the Property or the Project or like agreement which may provide for funding for any portion of the Project, including without limitation the NMTC Documents, the HRTC investment, and any governmental agency grant or funding agreement (collectively, the “Financing Documents”), which set forth the terms and conditions under which the NMTC Lender, the HRTC Investor, and any governmental agency or authority that provides any Project funding (collectively, the “Funders”), will commit their funding (“Project Funding”); and

WHEREAS, QALICB desires to appoint Developer exclusively to undertake the restoration and development of the Project on behalf of QALICB in accordance with this Agreement, the Financing Documents, HRTC renovation standards, and all applicable laws.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Incorporation, Capitalized Terms. The above Recitals are hereby incorporated by this reference. Capitalized terms used herein and not otherwise defined shall have the meaning given in the Financing Documents.

2. Appointment. QALICB hereby appoints Developer to provide the Development Services (as defined below), and confirms and ratifies the appointment of Developer with regard to any Development Services rendered by Developer prior to and as of the date hereof with respect to the rehabilitation and development of the Project.

3. Authority and Obligations. QALICB and Developer acknowledge and agree that pursuant to this Agreement, Developer shall have the authority and the obligation to undertake the following services for the benefit of QALICB and the Project (collectively as set forth below, the “Development Services”):

(a) act on behalf of QALICB in its relation with the Funders and any governmental agency or authority with respect to all matters relating to the restoration and development of the Project;

(b) select the architect, contractor, engineer, project manager, and any other necessary third party consultants in connection with preparation of the renderings, design, drawings, plans and specifications for the development and construction of the Project (“Plans and Specs”), and enter into contracts with each in Developer’s name;

(c) negotiate all necessary contracts (including the Construction Contract) for the Project;

(d) choose the products and materials necessary to equip the Project in a manner which satisfies all requirements of the Plans and Specs;

(e) monitor for reimbursement purposes the disbursement and payment of amounts owed to the architect, contractor, engineers, and any third party consultants selected to complete the Project;

(f) undertake alternative solutions within the scope of the approved budget (“Project Budget”) whenever design details affect construction feasibility or schedules, provided that the Plans and Specs shall not be amended by Developer without the consent of QALICB and any Funders, to the extent approval is required by the terms of any Financing Documents, and,

unless QALICB otherwise consents, the Project shall be constructed without substantial deviation from approved Plans and Specs;

(g) prepare pre-qualification criteria for bidders interested in the Project, establish bidding schedules and conduct pre-bid conferences to familiarize bidders with the bidding documents and management techniques with any special systems, materials or methods;

(h) receive bids, prepare bid analyses and report outcomes, conclusions, and actions taken to QALICB with regard to Developer award of contracts or rejection of bids;

(i) select the preservation consultant for the historical components of the development and rehabilitation, if necessary;

(j) complete and submit all forms necessary for the HRTC Part 1 and Part 2 designations, and incorporate all recommendations from the National Park Service in the plans and specifications as they relate to the Project;

(k) assist with the documentation of the pre-rehabilitation conditions of the interior and exterior of the Project;

(l) coordinate and consult with the State Historic Preservation Office to fulfill the eligibility requirements of the Project rehabilitation;

(m) coordinate the work of the architect to complete the Project rehabilitation in accordance with the objectives as to cost, time and quality, and provide sufficient personnel at the Property with authority to achieve such objectives;

(n) prepare a detailed schedule of realistic activity sequences and durations, allocation of labor and materials and processing of shop drawings and samples; perform regular monitoring of the schedule as construction progresses, identify potential variances between scheduled and probable completion dates, review the schedule for work not started or incomplete; and on request of QALICB, provide QALICB documentation regarding the monitoring of the schedule and regarding any scheduling adjustments affecting the probable completion date for the Project;

(o) revise and refine the approved estimate of Project cost, incorporate changes as they occur, and develop cash flow reports and forecasts as needed;

(p) provide regular monitoring of the approved estimate of Project cost, show actual costs for activities in process and estimates for uncompleted tasks, identify variances between actual and budgeted or estimated costs and advise QALICB whenever projected costs exceed budgeted or estimated costs;

(q) develop and implement a system for review and processing of change orders as to the Project;

(r) develop and implement a procedure for the review and processing of applications by contractors for progress and final payments;

(s) establish and implement procedures for expediting the processing and approval of shop drawings and samples;

(t) record the progress of the Project and submit written progress reports to QALICB upon request, including the percentage of completion and the number and amounts of change orders

(u) be cognizant of and advise QALICB as needed with respect to any and all rules or regulations, city ordinances, including health and fire safety regulations, or any other requirements of law or governmental authorities applicable to the development and construction of the Project and to coordinate the services of professionals in connection therewith;

(v) ensure contractor obtains all necessary permits and approvals for and in connection with the development and construction of the Project, including but not limited to securing all Project code approvals and obtain certificates of occupancy for the Project, and in obtaining a contractor payment and performance bond;

(w) provide, and periodically update Project construction time schedule which coordinates and integrates the architect's services with construction schedules;

(x) cause the Project to be completed in a prompt and expeditious manner, consistent with good workmanship, and in compliance with the following:

(i) the Plans and Specs as they may be amended by the agreement of the parties hereto, satisfying the construction related reporting requirements of all Funders which are imposed upon QALICB or the Project and otherwise assist QALICB in meeting those and related requirements;

(ii) any and all applicable requirements set forth in the Financing Documents including the obligations to cause the contractor to obtain and maintain insurance and/or bonding as set forth therein, and Developer hereby covenants that, notwithstanding any provision to the contrary in this Agreement and except as specifically permitted by the Financing Documents, it shall not approve any change or the use of any savings in any line item of the Project Budget to fund an actual or potential shortfall in any other line item thereof except in full compliance with the terms of the Financing Documents and with the consent of QALICB; and

(iii) any and all zoning regulations, county ordinances, including health, fire and safety regulations, and any other requirements of federal, state and local laws, rules, regulations and ordinances applicable to construction of the Project, and in performance of its responsibilities hereunder, Developer covenants and agrees to observe and perform all of the terms, covenants, conditions, provisions and agreements to be performed by QALICB or Developer under the Financing Documents with respect to the performance and completion of the Project and further covenants and agrees not to do or suffer or permit anything to be done which would result in a default by QALICB or Developer under or cause any of the Financing Documents to be terminated;

(y) cause to be performed in a diligent and efficient manner the following:

and (i) development of the Project, including any required off-site work;

(ii) general administration and supervision of the Project, including but not limited to activities of contractors, and others employed as to the Project in a manner which complies in all respects with the Plans and Specs;

(z) keep, or cause to be kept, accounts and cost records as to the Project;

(aa) maintain, or cause to be maintained, at its expense, all accounting facilities and equipment necessary to adequately perform the foregoing functions;

(bb) make available to QALICB, during normal business hours and upon QALICB's written request, copies of all contracts;

(cc) characterize the Development Fee (as defined in Section 4 of this Agreement) and all reimburseable items hereunder as such in its books or tax returns;

(dd) maintain sufficient, reasonable and adequate documentation that provides objective evidence that details the time, effort and money spent by Developer on any of the services (e.g., time records or memoranda recounting meetings or other efforts as to such services);

(ee) issue a Notice of Substantial Completion when the Project is substantially complete; and

(ff) upon completion of the Project, assign and transfer to QALICB all warranties, including, without limitation, any construction warranties, in any way related to the Project.

4. Development Fee. For Development Services performed and to be performed under this Agreement, the QALICB agrees to pay the Developer a development fee in the aggregate amount of \$ [_____] (the "Development Fee"), _____ percent (___%) of which constitutes QREs, based on the schedule of construction management services attached as Exhibit ##. The QALICB shall pay the City for its services within 14 calendar days following delivery of an invoice for such reimbursement from Developer and any and all other materials required to be submitted by QALICB to Funders pursuant to the Financing Documents as a condition precedent to the disbursement or release of Project Funding proceeds. The entire Development Fee shall be deemed to have been earned upon placement in service, as defined in Section 47(b) of the Code ("Placement in Service"), of the Project. For purposes of this Agreement, Placement in Service shall mean the issuance of (a) written notice of substantial completion by the architect to QALICB, and (b) a temporary certificate of occupancy by the City of San Francisco related to the Project. \$[_____] of the Development Fee shall be paid as of the date hereof. Notwithstanding the foregoing, the Developer hereby agrees that the Development Fee may be assumed by _____ ("Managing Member") as contemplated by the Operating Agreement by and between Managing Member and Master Tenant dated the date hereof ("QALICB Operating Agreement"). The Developer hereby agrees that following such assumption, (i) the Developer shall look solely to the Managing Member for payment of the assumed Development Fee, (ii) the payment of the assumed Development Fee shall be subject to

the provisions of the QALICB Operating Agreement, and (iii) upon request of the QALICB, the Developer shall execute and deliver a satisfactory release to the QALICB with respect to payment of the assumed Development Fee. Notwithstanding the foregoing, the entire unpaid balance of the Development Fee shall be paid by the Managing Member not later than 2023.

5. Reimbursements.

(a) Developer, in addition to the Development Fee, shall be reimbursed by QALICB for actual costs incurred by Developer in performing the Development Services solely in an amount up to but not in excess of, the amounts provided in the Project Budget, including any amounts paid by Developer under any agreements entered into by Developer for the purpose of completing the Project, including without limitation the construction contract and architect contract (collectively, "Project Costs"). Such reimbursement shall be made by QALICB within 14 calendar days following delivery of an invoice for such reimbursement from Developer and any and all other materials required to be submitted by QALICB to Funders pursuant to the Financing Documents as a condition precedent to the disbursement or release of Project Funding proceeds. Alternatively, at Developer's request, QALICB shall pay Project Costs directly to any third party identified in writing by Developer within five (5) business days following delivery of an invoice for such reimbursement from Developer and any and all other materials required to be submitted by QALICB to Funders pursuant to the Financing Documents as a condition precedent to the disbursement or release of Project Funding proceeds. Developer shall remain solely responsible for the prompt payment of any Project Costs in excess of the Project Budget. QALICB acknowledges and agrees that it may not disburse or release any Project Funding except as authorized by the Financing Documents. Notwithstanding anything to the contrary set forth herein, in no event shall the Funders, upon succeeding to the rights of QALICB under this Agreement after an Event of Default under the Financing Documents, have any obligation to reimburse Developer from any source other than the undisbursed balance of the Project Funding at the time of such exercise or succession, and such amounts to be reimbursed shall be limited to those amounts set forth in the Project Budget approved by Funders. In addition, any portion of the "Grant" as defined in Section 2(b) of the Funding Agreement that is not needed for the Leverage Loan and that has not been spent before the Project has been placed in service shall be reimbursed to the Developer.

(b) In the event that the Community Arts Stabilization Trust ("CAST") elects to retain a Construction Manager to assist Developer in performing the Development Services pursuant to Section 2(b) of the Funding Agreement, CAST may seek reimbursement from QALICB for actual costs incurred in retaining the Construction Manager, in accordance with the procedures set forth above in Section 5(a) of this Agreement. The QALICB shall pay such reimbursements entirely out of the proceeds of the CAST Contribution, and in no case shall the Construction Manager be paid with any City funds.

(c) Until the payment in full of all amounts owed by QALICB to Funders under the Financing Documents, Developer agrees that it will not exercise any right of subrogation, or any right to enforce any remedy Funders may have against QALICB or any other person or any collateral for the Project Funding.

6. Default. Developer acknowledges that the terms of the Financing Documents evidencing, governing and securing the Project Funding impose covenants and obligations upon

QALICB, the performance and observance of which will (in whole or in part) be dependent on Developer's actions and inactions as the developer of the Project. QALICB has provided to Developer copies of the Financing Documents, and Developer has reviewed and is familiar with the provisions of such Financing Documents. Developer hereby covenants and agrees that Developer shall not violate or cause a violation of any of the Financing Documents, and that Developer shall take such actions, on a prompt and timely basis, as shall be necessary to enable QALICB to comply with such Financing Documents. Any failure by Developer to observe or comply with the foregoing provisions that is not cured by (i) the end of the applicable cure period set forth in this Agreement, if any, or (ii) the applicable cure period afforded to QALICB under the provisions of the Financing Documents (whichever is the shorter period) shall constitute a default under this Agreement.

7. Withholding of Fee Payments. In the event that the Developer shall not have substantially complied with any material provisions under this Agreement, then the Developer shall be in default of this Agreement. In the event that the Developer shall remain in default of this Agreement after Notice and a thirty (30) day opportunity to cure such default, the QALICB may terminate this Agreement and/or withhold any payments due hereunder. All amounts so withheld by the QALICB under this Section 7 shall be promptly released to the Developer only after the Developer has cured the default justifying the withholding, as demonstrated by evidence reasonably acceptable to the QALICB.

8. Indemnification. In consideration for the Development Fee and other benefits described in Section 4 above, Developer agrees to protect, defend, indemnify and hold harmless Funders for, from and against, any and all losses, damages, liabilities, costs, expenses or other obligations incurred by Funders arising out of or in connection with its performance of the Development Services, including the following:

(a) fraud by Developer in connection with the construction, leasing or operation of the Project, the making or disbursement of the Project Funding, or any certificates or documents provided by Developer in connection therewith;

(b) material misrepresentation or breach of warranty by Developer hereunder known to be false when made in connection with the construction, leasing or operation of the Property, the making or disbursement of the Project Funding, or any certificates or documents provided by Guarantor in connection therewith;

(c) any waste committed by Developer with respect to the Project or the wrongful removal or disposal of any portion of the Project in violation of the Financing Documents;

(d) Developer's application of Project Funding proceeds for purposes not permitted by the Financing Documents;

(e) damage or destruction to the Project caused by the willful misconduct of Developer or any of their respective affiliates, agents or employees; and

(f) any filing by Developer of a bankruptcy petition, or the making by Developer of an assignment for the benefit of creditors, or the appointment of a receiver.

9. Accounts and Records.

(a) The Developer, on behalf of the QALICB, shall keep such books of account and other records as may be required and approved by the Managing Member, including, but not limited to, records relating to the costs of construction advances. The Developer shall keep vouchers, statements, receipted bills and invoices and all other records, in the form approved by the Managing Member, covering all collections, if any, disbursements and other data in connection with the Property prior to final completion of construction and rehabilitation. All accounts and records relating to the Property, including all correspondence, shall be surrendered to the QALICB, upon demand without charge therefore.

(b) All books and records prepared or maintained by the Developer shall be kept and maintained at all times at the place or places approved by the Managing Member, and shall be available for and subject to audit, inspection and copying by the Managing Member or any representative or auditor thereof or supervisory or regulatory authority, at the times and in the manner set forth in the Operating Agreement.

10. Security Interest/Collateral Assignment of Development Fee. To secure the performance by the Developer of its obligations to the QALICB and the Master Tenant under this Agreement, the Developer hereby collaterally assigns to the Master Tenant all amounts payable to the Developer under this Agreement, which assignment shall be deemed a grant of a security interest. The Developer hereby represents and warrants to the Master Tenant that the security interest granted hereunder is and shall remain a security interest in the Development Fee. At the request of the Master Tenant, the Developer shall execute such documents and take such other actions as may be necessary or appropriate in the discretion of the Master Tenant to further evidence and perfect the security interest granted hereby. Notwithstanding any of the foregoing, unless and until there occurs an event of default with respect to a material obligation of the Developer hereunder, the Master Tenant agrees to forebear exercising any rights to the Development Fee, and the Developer shall have the right to receive all payments of the Development Fee as such payments become due and payable pursuant to the provisions of this Agreement.

11. Construction Warranty.

(a) The Developer shall cause the Contractor to warrant to the Master Tenant and to the QALICB, or any member thereof, that the materials and equipment furnished in accordance with this Agreement will be of good quality, that the work will be free from defects, and that the work will conform with the requirements of the Plans and Specs. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If requested by the QALICB or any member thereof, the Developer shall furnish satisfactory evidence as to the kind and quality of materials and equipment used in the construction and rehabilitation of the Project.

(b) If, within one (1) year after Placement in Service, any of the structural or non-structural work performed to construct the Project is found to be materially defective or not in accordance in all material respects with the Plans and Specs and with all applicable building codes, laws, rules and regulations, the Developer shall correct or cause the contractor to correct such defect(s) promptly after receipt of written notice from the Master Tenant, the QALICB or

any member thereof to do so. With respect to portions of the work first performed after Placement in Service, such one (1) year period shall be extended by the period of time between the date of Placement in Service and the actual performance of the work. The obligation under this Section shall survive acceptance of the work performed to construct the Project. The Master Tenant and the QALICB or any member thereof shall give such notice promptly after discovery of the condition. If a material defect is discovered more than one (1) year after the date of Placement in Service, as such period may be extended under this Section, and such defect was known to the Developer and was not disclosed to the Master Tenant and the QALICB or any member thereof or was intentionally concealed by the Developer, then the Developer shall promptly take such action as may be necessary, at the Developer's sole expense, to correct such defective work to the satisfaction of the QALICB or any member thereof. The Master Tenant and/or the QALICB, as applicable, shall report to the Developer any defective condition discovered more than one (1) year after the date of Placement in Service, as such period may be extended under this Section.

12. Termination.

(a) This Agreement may be terminated, at the election of QALICB, if (A) any action by Developer identified in Section 7 of this Agreement shall have occurred; (B) (i) Developer defaults under this Agreement, (ii) the default remains uncured within 90 days following delivery by QALICB of written notice identifying the default, and (iii) continuation of the default without cure will have a material adverse effect on the Project or QALICB; or (C) completion of the Project has not occurred by [_____]. Developer shall provide notice to all Funders at least 30 days prior to termination of this Agreement. Otherwise, this Agreement may not be terminated prior to completion of all Development Services by Developer except with the written mutual consent and approval of the parties hereto.

(b) If the Managing Member withdraws from the QALICB for any reason whatsoever, including the removal of the Managing Member, this Agreement shall terminate effective on the date of such withdrawal ("Early Termination") unless the QALICB and the Master Tenant otherwise elect in writing. If an Early Termination occurs on or after the date on which all of the Project has been placed-in-service, the Developer shall be entitled to receive payments of the Development Fee to the extent earned when and as specified under this Agreement; provided, however, that the QALICB and the Master Tenant shall be entitled to exercise any remedies available to them at law or in equity, including any remedies in connection with any lien, pledge or right of offset available to them with respect to the repayment of Development Fees. If an Early Termination occurs, the Developer shall remain liable for all damages, liabilities and claims ("Claims") arising under or in connection with this Agreement which are based on acts or omissions prior to the date of such termination, including Claims which do not become manifest until after the date of such termination. The Developer shall have no right to terminate this Agreement without the Consent of the QALICB and the Master Tenant, which Consent may be withheld in the sole discretion of either party.

13. Successors and Assigns. This Agreement shall be binding on the parties hereto, their heirs, successors, and assigns. Except as expressly set forth herein, this Agreement may not be assigned by either party without the written consent of the other.

14. Separability of Provisions. Each provision of this Agreement shall be considered separable and if for any reason any provision which is not essential to the effectuation of the basic

purposes of this Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement which are valid.

15. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

16. No Continuing Waiver. The waiver by any party of any breach of this Agreement shall not operate or be construed to be a waiver of any subsequent breach.

17. Waiver of Jury Trial. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (a) ARISING UNDER THIS DEVELOPMENT AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY PRESENT OR FUTURE AMENDMENT THEREOF, OR (b) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THE DEVELOPMENT AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION IS NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF ANY RIGHT THEY MIGHT OTHERWISE HAVE TO TRIAL BY JURY.

18. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

19. Third Party Beneficiaries. Unless otherwise evidenced in writing signed by both parties, QALICB and Developer do not intend to benefit any party that is not a party to this Agreement and no such party shall be deemed to be a third party beneficiary of this Agreement or any provision hereof except for (i) the Funders who are expressly intended as a third party beneficiary of this Agreement with the right to enforce the same against Developer in accordance with the terms and conditions of such Sections, and (ii) Master Tenant who is a third party beneficiary of this Agreement. The QALICB and the Developer hereby expressly agree that any amendment to this Agreement shall not be effective unless and until the same is consented to by the Master Tenant.

[Signatures on following page]

Signature Page to Development Services Agreement

IN WITNESS WHEREOF, Developer has duly executed this Development Services Agreement as of the day and year first above written.

Developer:

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, acting by and through its Recreation and Park Department

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By _____
Manu Pradhan, Deputy City Attorney

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Signature Page to Development Services Agreement

IN WITNESS WHEREOF, QALICB has duly executed this Development Services Agreement as of the day and year first above written.

QALICB:

[_____] , a
[_____]

By: _____
Name: _____
Title: _____

EXHIBIT A
LEGAL DESCRIPTION