

## EXHIBIT D

### NOVATO HIGH SCHOOL FIELDS RENOVATION PROJECT SCHEDULE OF LEASE PAYMENTS

The District shall make payments to Lessor totaling the amount of: **\$6,135,968.00** ("Total Base Rent").

In addition to the above, a District-controlled contingency of **\$245,439.00** has been approved by the District for unforeseen conditions, design oversights, owner added work and jurisdictional requests. Lessor shall use the Change Order process provided in the General Conditions to request contingency payments.

The Total Base Rent for all construction costs for the Project is based on the plans, specifications, drawings, and design packages prepared by Carducci Associates dated June 11, 2019 (DSA date stamp).

Upon approval of the Total Base Rent, ninety-five percent (95%) of the Total Base Rent shall be paid based on the level of completion as shown in monthly Applications for Payments.

Commencing on the month immediately following Final Completion of the construction work, as defined in the General Conditions, the monthly rental payments shall equally divide the remaining amount of the Total Base Rent across a total of twelve (12) months - **\$306,798.40**.

Contingent upon timely receipt of all documents required as a condition precedent to payment of monthly lease amounts, the District shall pay to Lessor the following lease payments on or before the designated date:

**Twelve monthly payments of \$25,566.53 (\$306,798.40 / 12) beginning 30 days following Notice of Completion.**

During the post-construction time period, the District shall have exclusive occupancy of the premises. However, the Lessor is entitled to reasonable access to the premises to resolve warranty and repair issues. The District's insurance of the premises shall be primary during this time period. The District shall be responsible for the cost of all utilities incurred during its use of the premises. The District shall be liable for damages to the premises caused by its willful or reckless misconduct during the construction period and all damages to the premises, other than warranty repairs, during the post-construction period.

Novato Unified School District

BHM Construction, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_