

**EXHIBIT C**

**GUARANTEED MAXIMUM PRICE AND  
OTHER PROJECT COST, FUNDING, AND PAYMENT PROVISIONS**

**1. Site Lease Payments**





portion thereof shall be deducted from the Cost of the Work pursuant to **Exhibit D** to this Facilities Lease to the benefit of the District

#### **2.1.5 Miscellaneous Costs**

**2.1.5.1** Where not included in the General Conditions, and with the prior approval of District, costs of document reproductions (photocopying and blueprinting expenses), long distance telephone call charges, postage, overnight and parcel delivery charges, telephone costs including cellular telephone charges, facsimile or other communication service at the Project site, job photos and progress schedules, and reasonable petty cash expenses of the site office.

negligence or failure to fulfill a specific responsibility of Developer and only to the extent that the cost of repair or correction is not covered by Developer from insurance, sureties, Subcontractors or suppliers.


**2.1.9.3** The Contingency shall not be used without the agreement of the District.

**2.1.9.4** The unused portion of the Contingency shall be considered as



**4.4 Each Lease Payment Constitutes a Current Expense of the District**

**4.4.1** The District and Developer understand and intend that the obligation of the District to pay Lease Payments and other payments hereunder constitutes a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of the District.

**4.4.2** Lease Payments due hereunder shall be payable only from current funds which are budgeted and appropriated or otherwise made legally available for this purpose. This Facilities Lease shall not create an5.9 (h)8.3 (ia)1.6 (tis)6 72.6 (



Facilities Lease and the Site Lease. District may record all such documents at District's cost and expense.

**5.3** Under no circumstances can the first Option Date be on or before ninety (90) days after Developer completes the Project and the District accepts the Project.

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**ATTACHMENT 1**  
**GENERAL CONDITIONS COSTS**

**ATTACHMENT 2**  
**GUARANTEED MAXIMUM PRICE**

