



Proposal for a Student Housing Public-Private Partnership

May 14, 2026



CAPSTONE
DEVELOPMENT PARTNERS

Powered by Lincoln



May 14, 2026

Sandy Franke
Senior Buyer
Santa Monica Community College
1900 Pico Boulevard
Santa Monica, CA 90405

Submitted via PlanetBids

Re: RFP Submittal for the SMC Student Housing Public-Private Initiative

Dear Santa Monica College RFP Selection Committee:

Capstone Development Partners (“Capstone”) is pleased to submit our response to Santa Monica Community College District (“SMC”) for a Public-Private Partnership (“P3”) to develop a new affordable student housing community at the Bundy Campus.

We recognize that SMC’s vision for this Project extends well beyond delivering new student housing. This is a transformational opportunity to advance student success, improve retention, and expand access to higher education through the creation of a supportive, affordable residential community. We share this vision and appreciate the thoughtful, mission-driven framework SMC has established for this Project.

Capstone brings more than three decades of experience delivering student housing P3 projects, including a significant portfolio of first-time housing communities for institutions transitioning from primarily commuter campuses to more robust residential environments. We understand that the success of this Project will be defined not only by its physical delivery, but by its ability to support student outcomes, enhance the campus experience, and operate sustainably over time. Our approach is grounded in collaboration, alignment with institutional priorities, and the disciplined execution required to achieve these goals.

We have been deliberate in assembling a team that combines deep P3 expertise with exceptional local experience. Our integrated team - including **HPI Architecture and Planning, Hanbury Architects, Milender White, and Capstone Management Partners (“CMP”)** - brings a proven track record of delivering and operating high-quality, affordable, and supportive housing across Southern California, including within Santa Monica. CMP further strengthens our team through its direct experience operating student housing at community colleges, including at Orange Coast College, where it has demonstrated a strong understanding of the unique needs of this student population and the importance of aligning operations with institutional goals. Just as importantly, our team members have a history of working together successfully on similar student housing projects, which positions us to move efficiently and collaboratively from pre-development through delivery.

Since our RFQ submission, we have made limited updates to our team structure, which are outlined in Appendix C. Most notably, ***Capstone became part of the Lincoln Property Company family in 2025. This evolution strengthens our ability to deliver for SMC by expanding our access to capital, development resources, and operating capabilities, while maintaining our core focus on serving higher education partners with excellence.***



In addition, our design team has been refined to formally integrate HPI and Hanbury, ensuring continuity of key personnel and leveraging their combined experience on recent California community college student housing projects, including Santa Rosa Junior College, Napa Valley College, Compton College, and College of San Mateo.

We are enthusiastic about the opportunity to partner with SMC on this important initiative. We believe our experience, team composition, and commitment to SMC's mission position us to successfully deliver a project that meets the College's objectives and serves as a lasting asset for its students and the broader community.

Thank you for your consideration. We look forward to discussing our proposal further with you at our upcoming interview.

Sincerely,

A handwritten signature in blue ink, appearing to read 'C. D. P.', is positioned below the word 'Sincerely,'.

Project Executive, Primary Point of Contact
cizmirian@cdpemail.com
(760) 522-3120 cell

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Confidential Financial Statements for Lincoln Property Company

Respondent Financial Capacity

Respondent Financial Capacity

Capstone presents to Santa Monica College a history of \$4B in financings across the company's real estate portfolio. Through Capstone's extensive on-campus public-private partnership experience, we bring to this opportunity an unmatched level of financial savvy and depth of resources. Having extensive experience working with institutions throughout California, we look forward to diving deeper into the project and matching the appropriate financing based on the College's goals and objectives for the campus and its students.

Current Available Financial Resources

Prior to the execution of any binding agreements, and subject to finalization of a mutually agreed upon ownership and financing structure for the Project, Capstone will clearly demonstrate our ability to provide 100% of the necessary funding for the Project, in the form of equity and/or debt financing, and demonstrate that our balance sheet is sufficient to support necessary project completion guarantees and debt underwriting requirements during the development risk period.

To further evidence Capstone Development Partners', powered by Lincoln, financial wherewithal, we have provided financial information for the twelve months ended December 31, 2025, for Lincoln Property Company Commercial LLC, the parent company of Capstone Development Partners. This confidential financial information has been provided in the Appendix of this response.

On the following pages we present to you reference letters from our trusted lenders, underwriters and equity partners with whom we have worked in the past.

CAPSTONE PORTFOLIO FINANCIAL TRANSACTIONS

1997-2025

\$3.7 BILLION
Total On-Campus Developments



\$246.8 MILLION
California P3 Developments

From 2020-2025, \$1B in new student housing has been funded, comprised of conventional debt and/or equity, tax-exempt financings and university-financed transactions



May 13, 2026

Santa Monica College Committee,

On behalf of Strategic Facility Partners (“SFP”), we are pleased to provide this letter of support for Capstone Development Partners and Capstone Management Partners (“Capstone”) and our interest in serving as non-profit owner for the Housing Development Project (the “Project”) at Santa Monica College (“College”) SFP is a 501(c)(3) organization that was founded to assist public and private higher education institutions further their mission and vision through the funding, development, or acquisition of institutionally-affiliated student housing. Our focus is on enhancing living-learning environments, promoting social welfare, and encouraging student development through our projects and partnerships.

We have reviewed the information provided by Capstone and believe that the contemplated Project will provide crucial housing for your unique student population. We have worked with either Capstone and/or individual members of the Capstone team over the last decade on various student housing and P3 engagements.

I specifically worked with Capstone as their investment banker to finance and pursue several projects. We view Capstone as a highly qualified, creative, and thoughtful developer and operator in the student housing and Public-Private Partnership sector. In addition to ongoing pursuits and work in California over the last decade, our partnership with Capstone includes 342 beds for Lynn University, 1,077 beds and residence hall at the University of Massachusetts Boston as well as other mixed used developments. The Capstone team has exhibited a high degree of flexibility, creativity, and attention to detail in our previous engagements.

In summary, we believe that Capstone would be a strong development and operating partner for the College to achieve financial close and start construction, develop first-class facilities, and operate them in a manner that is consistent with both the College and industry best practices. SFP is excited about the Project and looks forward to future conversations about how we can support the College and Capstone on this critical project.

Please do not hesitate to contact us if we can provide context or information in addition to the above.

Best,

A handwritten signature in black ink, appearing to read "Archie Chandrasekhar", written over a horizontal line.

Archie Chandrasekhar
Executive Vice President
Strategic Facility Partners
archie@strategicfp.org
412.592.1635

CONFIDENTIAL

May 13, 2026

Jordan Gaston
Senior Vice President of Finance and Workforce Housing
Capstone Development Partners

Dear Mr. Gaston:

As a follow up to our recent conversations, you have advised Raymond James & Associates, Inc. (“**Raymond James**”) that Capstone Development Partners (“**Capstone**”) is responding to the Santa Monica Community College District’s (“**SMC**”) Request for Proposals (the “**RFP**”) to develop student housing (the “**Project**”). Our understanding is that Capstone’s anticipated plan for financing the Project may include revenue bonds (the “**Securities**”), among other financing sources, to finance the design and construction of the Project. For purposes of this letter, “Raymond James” shall include any affiliate thereof.

We have reviewed preliminary analytics for the Project and believe that the indicative structures under consideration by Capstone are reasonable based on current market conditions. While Raymond James is not yet in a position to commit to underwrite the Securities for financing the Project, as we are not able to commit to underwriting financings similar to the Project until the execution of a bond purchase agreement, we are pleased to inform you that, based upon information provided to Raymond James to date and our preliminary review of various materials relating to the Project, Capstone, and the SMC, we are interested in actively pursuing further discussions regarding an underwriting of the Securities and are willing to work diligently toward that end.

Raymond James is an international firm with offices worldwide. We provide a national fixed income distribution network with both retail and institutional sales offices throughout the United States that serves 2.6 million customer accounts. Relevant to the Project, Raymond James is among the top municipal bond underwriters in the country and of particular importance, our team has historically been a leading negotiated municipal underwriter of public private partnership student housing in addition to our position as one of the top underwriters in California for K-14 financings. As of May 1, 2026, Raymond James is the #1 underwriter of education financings in California by both number of deals and par. Our national and student housing expertise provides Raymond James with experience in all categories relevant to be able to market and sell the Securities. Furthermore, at a time when many investment banks have reduced or even eliminated their public finance divisions, Raymond James continues to grow our municipal business, a testament to our firm’s willingness to commit a significant amount of capital, both human and financial, to municipal issuers.

Please note that this letter is for informational purposes only and may not be relied upon by any party for any purposes. This letter is not intended to be, and shall not constitute, a commitment or undertaking to place or purchase or commit to place or purchase any securities (including, without limitation, the Securities) on a principal or agency basis, or a commitment or undertaking to provide or arrange or commit to provide or arrange any portion of the financing for the Project. Such commitment (if any) shall only be to the extent set forth in a separate underwriting, placement agent or other applicable type of agreement. Our participation in any financing for the Project also remains subject to, among other things, further information related to the Project, development of a financing structure, approval of Raymond James’s internal credit approval process, satisfactory completion of our due diligence investigation, market conditions at the time of the Securities offering and the absence of any material adverse change to the Project, Capstone or the Project participants. In addition, the Project is inherently subject to uncertainties and contingencies beyond our control; accordingly, there can be no assurance that any financing for the Project can be accomplished. Raymond James does not provide accounting, tax, legal or regulatory advice; such matters should be discussed with your advisors and/or counsel.

By accepting delivery of this letter, Capstone agrees that this letter is for its confidential use only and disclosure to any person other than its officers, directors, employees, accountants, attorneys and other advisors may only be provided after explicit permission from Raymond James. Notwithstanding the foregoing, Raymond James hereby consents to Capstone’s inclusion of this letter, in its entirety and without modification, in Capstone’s response to the SMC’s RFP or in other conversations with the SMC related to the RFP, solely for the purpose of evidencing Raymond James’s preliminary interest in a potential financing for the Project. In the event Capstone receives additional approval from Raymond James to disclose this letter, Capstone may share this letter provided that the full text of this letter is reproduced in Capstone’s correspondence (including, without limitation, the “Confidential” header).

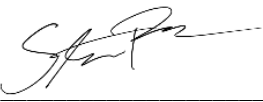
Raymond James is providing the information contained in this letter for discussion purposes only in anticipation of serving as an underwriter of the Securities. This letter is not a recommendation by Raymond James that Capstone, or any municipal or nonprofit entity take any action related to the transaction contemplated by this letter. The primary role of Raymond James, as an underwriter, is to purchase securities, for resale, in an arm’s-length commercial transaction between the issuer of the securities and Raymond James. In its role as underwriter or initial purchaser, Raymond James would have financial and other interests that differ from those of Capstone and, to the extent applicable, the issuer. Moreover, when Raymond James acts as underwriter, Raymond James is not acting as a “municipal advisor” or providing “advice” to Capstone, the issuer of the Securities or any other party, within the meaning of such terms as set forth in Section 15B of the Securities Exchange Act of 1934, with respect to such issuance of securities.

Neither Raymond James nor any of its affiliates shall have any liability (whether direct or indirect or in contract, tort or otherwise) to Capstone or any other person, including, without limitation, any of Capstone’s security holders, for or in connection with the delivery of this letter.

We appreciate this opportunity to work with you on this important financing.

Very truly yours,

RAYMOND JAMES & ASSOCIATES, INC.

By:  _____

Stephen Field
Managing Director

May 13, 2026

Jordan Gaston
Senior Vice President – Project Finance
Capstone Development Partners, LLC
402 Office Park Drive, Suite 199
Birmingham, AL 35223

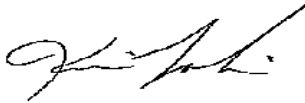
Dear Jordan,

The purpose of this letter is to confirm Bank of America's ("BofA") interest in partnering with Capstone Development Partners ("Capstone") on future financing opportunities for the development of student housing at Santa Monica College (the "College"). We understand Capstone is going to submit a response to the College's recent Request for Proposal ("RFP"). We support Capstone's response to this RFP and we look forward to working closely with Capstone to use our joint expertise to finance this student housing project at the College.

BofA has a long-standing relationship with Capstone. Over the past 15+ years of this partnership, we have worked with Capstone to successfully close 12 different financings representing almost \$700 Million of financing par amount. BofA looks forward to continuing this relationship with Capstone to deliver on future projects including the proposed project at the College.

If I or anybody on our team at Bank of America can be of further assistance, please do not hesitate to contact me at any time.

Sincerely,



Kevin M. Larkin
Senior Vice President
kevin.larkin@bofa.com

Project Understanding

Project Understanding

Capstone Development Partners, on behalf of our integrated team including HPI Architecture and Planning, Hanbury Architects, Milender White, and Capstone Management Partners (CMP), is pleased to present our response for the development of student housing at Santa Monica College's Bundy Campus.

We recognize that this Project represents a truly transformational moment for Santa Monica College. It is not simply the introduction of new housing, but the creation of a new dimension of the student experience - one that has the potential to meaningfully improve retention, expand access to higher education, and reduce the financial burdens that students face in one of the most challenging housing markets in the country. The success of this effort will not be measured solely by the number of beds delivered, but by the ability of this new residential community to support student success and advance SMC's mission over the long term.

Our engagement during the on-campus work session provided valuable insight into the College's culture, priorities, and aspirations for this Project. We left with a

clear understanding of the intentionality behind SMC's approach and a deep appreciation for the leadership required to bring a project of this nature forward. Capstone views its role not simply as a developer, but as a collaborative partner committed to helping SMC achieve its stated objectives and deliver a project that reflects the College's values.

Supporting SMC's Objectives for the Project

A central tenet of our approach is the understanding that student housing is one of the most powerful tools available to an institution to improve student retention and outcomes. At SMC, the opportunity is particularly significant given the housing pressures facing students in the Santa Monica and Los Angeles markets. By reducing commute times, providing stable and supportive living environments, and integrating students more fully into campus life, this project can remove barriers that often prevent students from persisting in their academic programs. Capstone's experience has shown that when housing is thoughtfully integrated into the academic and social fabric of the campus, it becomes an extension



KEY TENETS OF OUR PARTNERSHIPS

- 1 Alignment of Interests
- 2 Collaboration
- 3 Transparency
- 4 Integration
- 5 Communication

of the learning environment - one that promotes engagement, belonging, and long-term success.

Delivering on this opportunity requires more than constructing a building. It requires the creation of a residential community that is intentionally designed to support students academically, socially, and emotionally. At SMC, this means developing a program that incorporates spaces for studying and collaboration, opportunities for peer engagement, and strong connections to student services and campus resources. It also means recognizing and responding to the diverse needs of SMC's student population, including those who may be living away from home for the first time, as well as nontraditional and commuting students transitioning into a residential setting. Our goal is to create an environment that actively contributes to student retention and degree completion, not simply one that provides housing.

Affordability is equally central to the success of this Project. Capstone approaches development with a focus on delivering housing that is both cost-effective to build and accessible to students across a range of income levels. Achieving this balance requires a thoughtful integration of design, construction, and financing strategies. By optimizing building density and unit mix, incorporating shared living arrangements where appropriate, and leveraging tax-exempt financing and SMC contributions, we are able to reduce per-bed costs and deliver rents that are meaningfully below the surrounding market and will ultimately achieve SMC's affordability targets. These strategies are critical to alleviating financial insecurity and enabling students to focus on their academic and professional goals.

Improving accessibility is a natural extension of these efforts. Beyond simply lowering rents, the Project must be structured in a way that ensures housing is available to the students who need it most. This includes supporting deeply affordable units, expanding housing options through a range of unit configurations, and integrating services that address basic needs and student well-being. At its core, this Project will be about removing barriers (financial, logistical, and social) that can prevent students from accessing and completing their education.

Creating SMC's First Residential Community

The development of student housing at the Bundy Campus also represents SMC's first step toward establishing a 24-hour campus environment. This transition is meaningful and requires thoughtful planning. Capstone has partnered with multiple institutions in developing their first residential communities, and we understand the operational, cultural, and programmatic considerations that accompany this shift. Creating a residential campus requires more than physical infrastructure; it requires the establishment of systems and services that support students around the clock, as well as a commitment to creating a safe, inclusive, and engaging environment where students can live and learn.

Throughout this process, Capstone will work closely with SMC stakeholder groups to address key questions that define the success of a new residential program on campus. These include understanding how to support students who are new to independent living, how to integrate housing with existing campus services, how to create an inclusive community that reflects the diversity of the student body, and how to ensure that the residential experience remains aligned with the academic mission of the institution. These considerations will guide our approach and ensure that housing becomes an integral and supportive component of campus life.

Conclusion

Capstone brings over three decades of experience in student housing P3 development, including a strong track record of partnering with institutions to deliver their first housing communities. We understand the complexity of the undertaking and the importance of balancing student experience, affordability, operational excellence, and financial sustainability. Our approach is grounded in collaboration, transparency, and a commitment to delivering outcomes that align with our partner's mission.

We are excited about the opportunity to work with Santa Monica College to bring this vision to life. This Project represents more than a development; it is an investment in students, in access to higher education, and in the future of the College. Capstone is committed to helping SMC create a residential community that supports student success, strengthens the campus experience, and serves as a lasting asset for generations to come.

Project Vision and Approach

Project Vision and Approach

HOUSING AS A FOUNDATION FOR STUDENT SUCCESS

Santa Monica College's student housing initiative represents a defining moment for the institution: an opportunity to respond directly to the realities of student life in a high-cost region while advancing the College's core mission of access, equity, and success.

Our team - Capstone with HPI + Hanbury and Milender White - approaches this project with a clear understanding that this is not simply a residential development, it is an extension of the College: a place where living, learning, wellbeing, affordability, and long-term student persistence are fundamentally interconnected.

At its core, the project is about removing barriers. Housing instability, long commutes, food insecurity, and lack of access to supportive environments all undermine student success. By creating a residential community

that is safe, affordable, transit-connected, and deeply integrated with campus life, SMC can materially improve outcomes for a broad and diverse student population.

This vision begins with SMC's stated objectives: increase retention, reduce financial insecurity, improve access through affordable rents, maintain operational financial neutrality, and create a housing model that supports students without placing undue financial risk on the College. Every planning decision - from bed count and unit mix to shared amenities, parking strategy, first-floor activation, and long-term operations - will be evaluated against those objectives. The result must be more than just a building. It must be a community designed for student success: financially disciplined, operationally durable, and designed around the daily realities of SMC students.



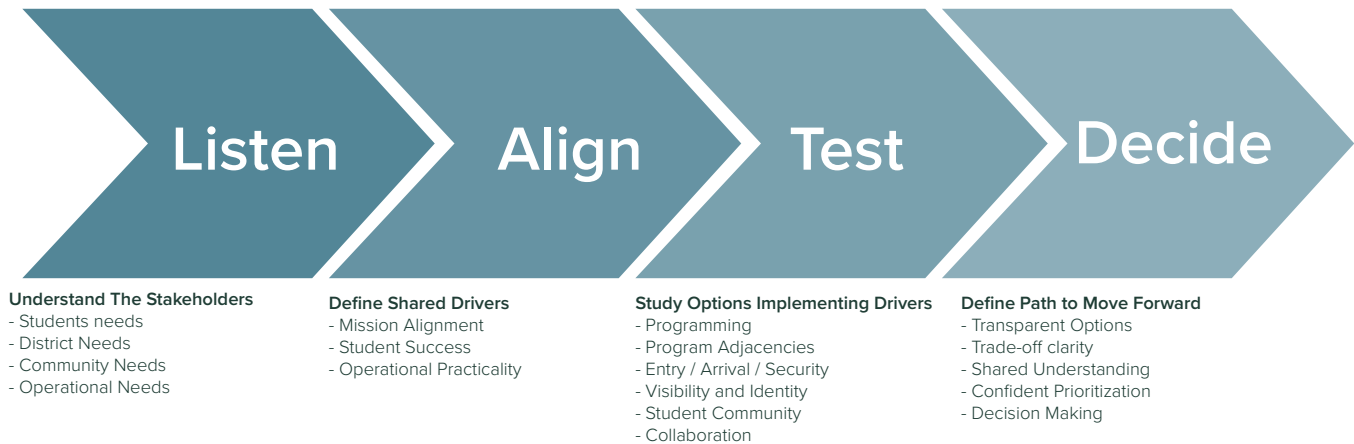
Site Context

A COLLABORATIVE & TRANSPARENT PROCESS

Delivering on this vision requires a process that is rigorous, collaborative, and transparent. From the outset, our team will work closely with Santa Monica College to establish a shared decision-making framework grounded in measurable goals and informed trade-offs. We begin by aligning with the College on what success means: affordability targets, number of students served, student experience, financial performance, delivery schedule, operational structure, and long-term institutional value. This early alignment allows the team and the College to evaluate choices against a common set of priorities before key decisions become difficult or expensive to change.

From there, we will test multiple scenarios rather than advancing a single predetermined solution. These scenarios may explore different combinations of density, unit mix, affordability levels, shared-space strategies, parking assumptions, West Building integration, and financing approaches. Each option will be evaluated in terms of student impact, project feasibility, rent implications, capital efficiency, operational performance, and implementation risk.

The final phase translates this analysis into a clear implementation strategy. Together, we will define the preferred development path, ownership and operating structure, risk allocation, approval strategy, and delivery approach. The objective is not simply to reach a feasible solution, but to ensure that the path forward is fully understood, supported, and aligned with SMC's mission.



Decision-making Process

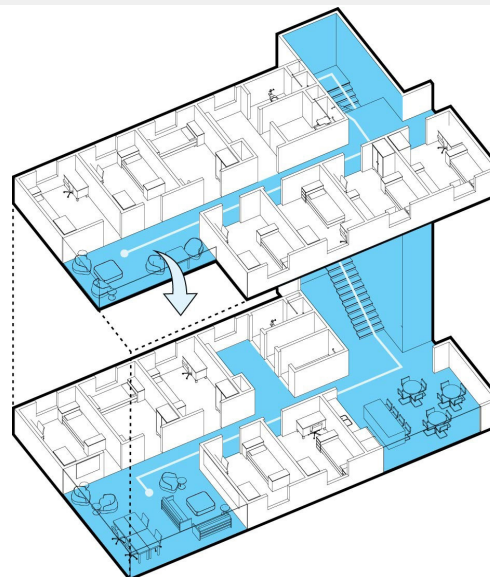
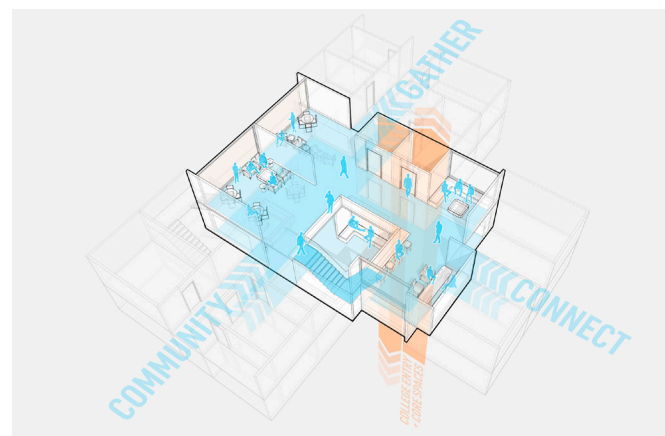
PROGRAM STRATEGY: BALANCING DENSITY, AFFORDABILITY, AND EXPERIENCE

The proposed residential program reflects a careful calibration of competing priorities. With an initial program consisting of approximately 254 units and 506 beds, we will be looking at various height and site density configurations to ensure the project makes efficient use of the Bundy Campus site while maintaining a high-quality living environment. Density is not pursued for its own sake. It is a tool for affordability.

By increasing the number of students served, distributing fixed costs more efficiently, limiting unnecessary parking costs, right-sizing private space, and investing in shared resources that students use every day, the project can reduce cost per resident while still delivering a dignified and supportive residential experience.

A calibrated mix of lower-cost and more independent living arrangements allows the project to serve a wider range of student needs and financial circumstances. Unit mix will be evaluated not only as a design decision, but as a financial and equity strategy - one that directly influences rent levels, affordability, operating performance, and student access, while appealing to the various specific user groups. The project must serve a diverse spectrum of SMC students, including recent high school graduates seeking connection and structure; international students arriving without established local networks; housing-insecure and cost-burdened students who need stability to remain enrolled; returning learners balancing school with work and family responsibilities; and transfer-focused students using SMC as a pathway to four-year success.

Shared space plays a critical role in this equation. Rather than relying on larger private units to provide quality of life, the design shifts value into highly usable shared amenities: kitchens, lounges, study rooms, wellness-oriented gathering spaces, outdoor areas, and student support functions. This approach allows affordability and quality to reinforce one another rather than compete. The goal is an efficient, humane, and financially sustainable residential model - one that recognizes that affordability, dignity, and student success must be designed together.



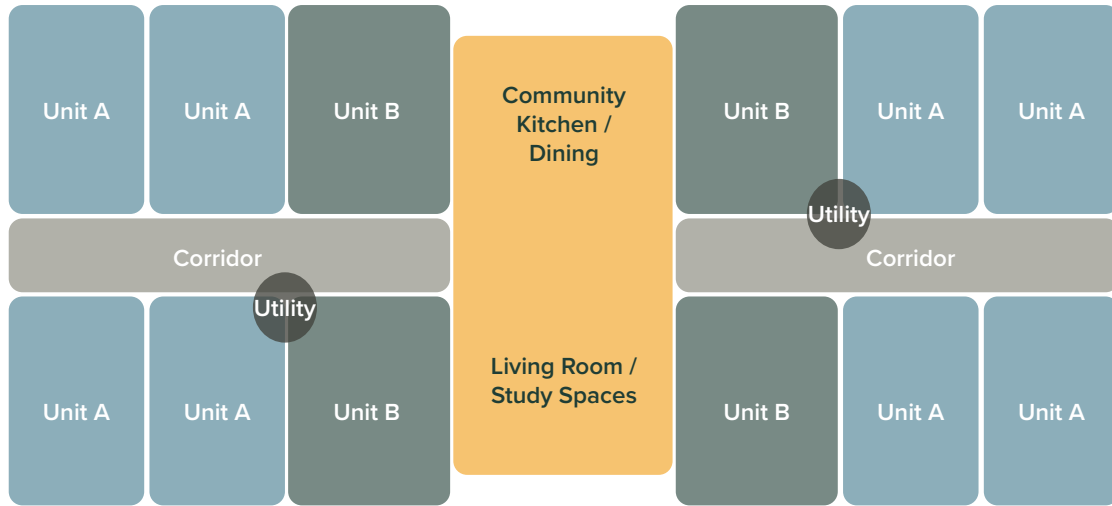
Overlapping Spaces and Efficient Communities

DESIGNING FOR COMMUNITY AND STUDENT SUCCESS

The physical organization of the building is driven by a simple idea: students are more likely to persist and thrive when they feel connected. The residential community should be organized into smaller neighborhoods centered around shared spaces. Kitchens, lounges, study rooms, and informal gathering areas become the social heart of each residential cluster, encouraging students to build relationships through daily routines rather than formal programming alone.

These community spaces should be paired with quieter areas for focused study, reflection, and individual recharge. The goal is a balanced living environment

that supports both connection and independence - recognizing that students need opportunities to gather, collaborate, rest, and focus. Visibility and accessibility are essential. Common spaces should be located along primary circulation routes, making them easy to find, easy to use, and naturally integrated into everyday life. When shared spaces are visible, comfortable, and proximate, they are more likely to become active parts of the residential experience rather than underused amenities. In this way, the building becomes a framework for student success. Its organization can help reduce isolation, foster belonging, support academic habits, and create the informal peer networks that are often essential to persistence.



Neighborhoods + Shared Community Space

SHARED SPACE AS AFFORDABILITY INFRASTRUCTURE

Shared space is central to both the financial and social success of the project.

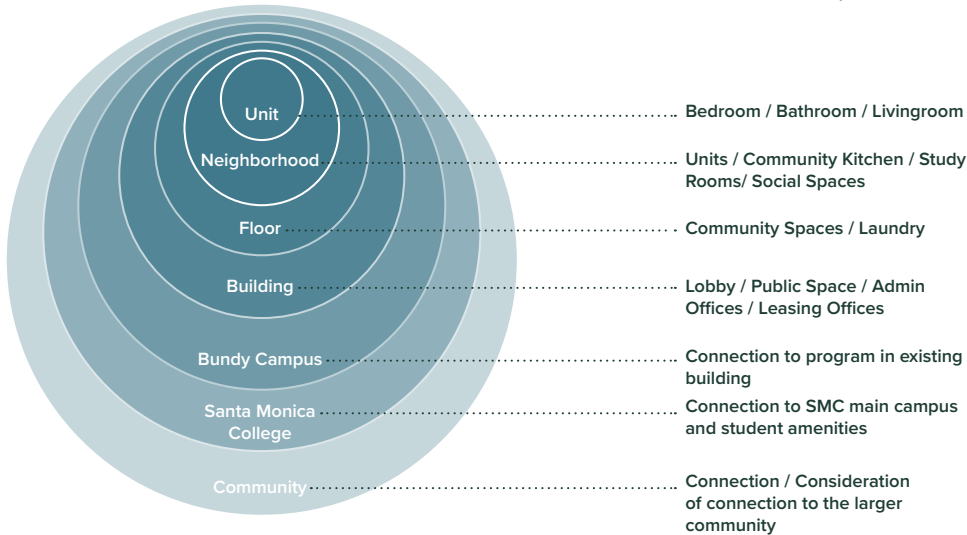
By shifting emphasis from private square footage to high-quality shared amenities, the design can achieve greater efficiency while improving the overall student experience. Students gain access to spaces that would be difficult or inefficient to provide within individual units: larger kitchens, flexible study areas, social lounges, outdoor rooms, wellness spaces, and community gathering areas.

These shared spaces should be organized in layers. Smaller neighborhood spaces support close-knit residential communities. Larger building-wide amenities support broader connection and programming. Ground-floor spaces can link residents to the West Building, student support resources, transit, and the larger campus network.

This hierarchy allows students to engage at different scales - from a small peer group to the full residential community. It also allows the project to deliver meaningful quality of life while protecting affordability.

For SMC, shared space is not an optional enhancement. It is core infrastructure for student success, community formation, operational flexibility, and financial efficiency.

Scales of Community



A COMPLETE LIVING-LEARNING COMMUNITY

The student living experience extends well beyond the unit itself. For this project to succeed, it must support the daily rhythms of student life: eating, studying, commuting, gathering, resting, seeking help, and building relationships. Food access should be addressed through a practical combination of in-unit kitchens, shared cooking spaces, grab-and-go or support functions where appropriate, and proximity to existing resources. This strategy supports independence, affordability, and flexibility without overbuilding costly food service infrastructure that may not align with the project's financial model.

Academic success should be supported through a range of study environments, from quiet individual spaces to collaborative group settings. These spaces should be

distributed throughout the building so that academic routines are convenient, visible, and integrated into daily life. Equally important are places for relaxation, recreation, wellness, and social interaction. Indoor and outdoor gathering areas should give students opportunities to connect, decompress, and build community. These spaces do not need to be extravagant; they need to be durable, welcoming, well-located, and consistently useful.

Together, these components create a complete living-learning environment - one that supports the whole student while remaining disciplined about cost, operations, and long-term value.



Supporting Student Success

SAFETY, SECURITY, AND STUDENT SUPPORT

A successful residential environment must be both safe and supportive. The design should incorporate clear zoning strategies that distinguish between public, semi-private, and private areas. Access should be appropriately controlled without making the building feel closed off or institutional. Sightlines, lighting, entry sequence, reception/management presence, and controlled access points should work together to create a sense of safety, comfort, and belonging.

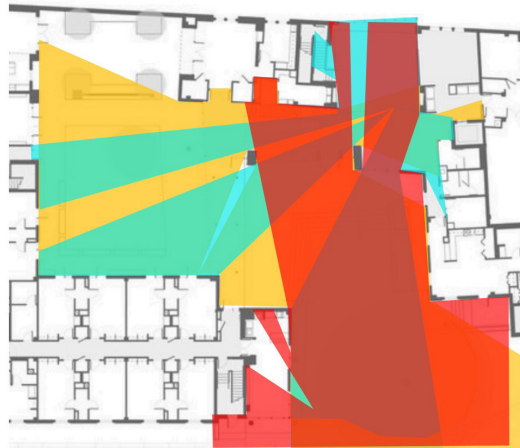
Operationally, the project must be closely coordinated with SMC's student support ecosystem. On-site management, resident programming, community

standards, maintenance response, conflict resolution, mental health referral pathways, and coordination with the Office of Student Life will all be essential to the success of the residential community.

This integration is particularly important for a community college housing model. Many students may be navigating work, family obligations, financial stress, or first-generation college experiences. The residential environment should provide stability without creating unnecessary complexity. The goal is a community where students feel secure, supported, and able to focus on their academic goals.



Strategies to Enhance Safety



● ● ● SIX DIMENSIONS: WELLBEING OPTIMISM MINDFULNESS AUTHENTICITY BELONGING MEANING VITALITY

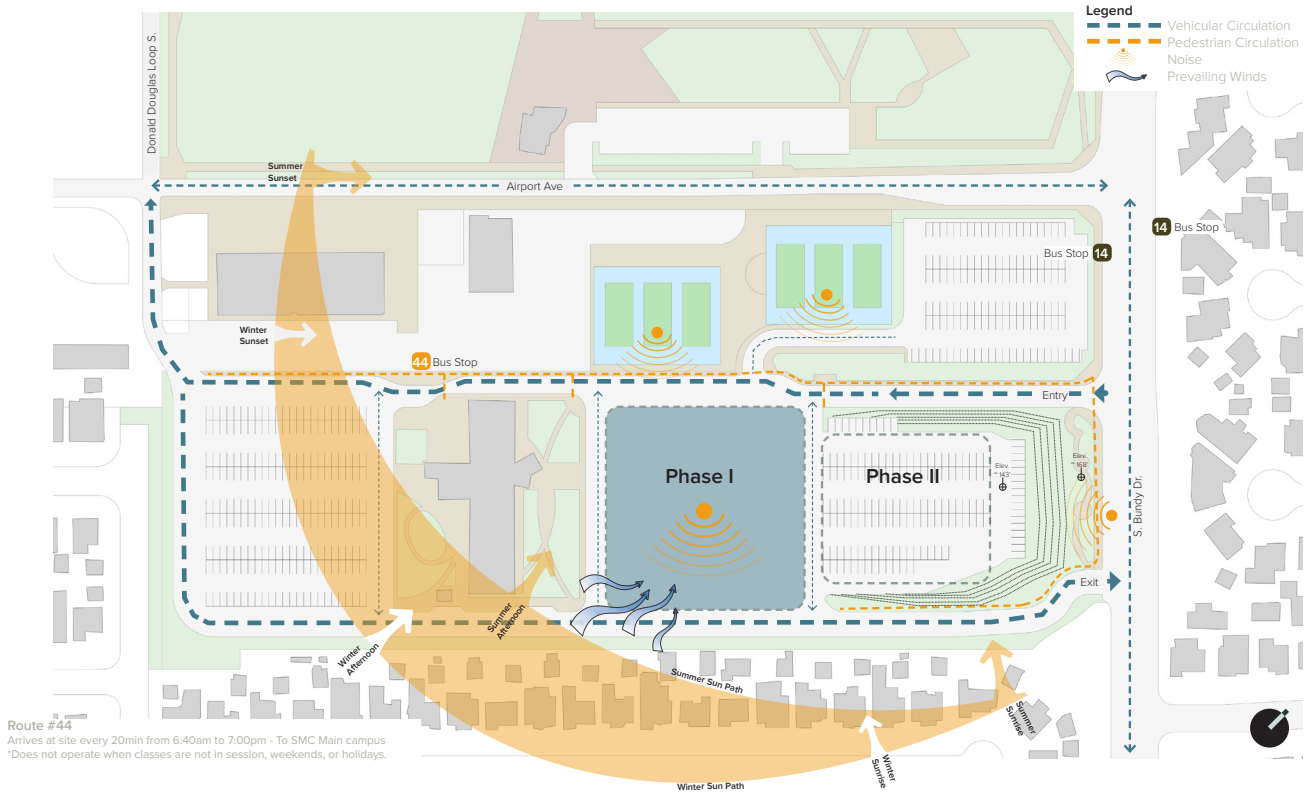
INTEGRATING HOUSING WITH THE BUNDY CAMPUS

The project should not be conceived as a standalone residential development. It should be an integral part of the Bundy Campus and the broader SMC system. The existing West Building presents a significant opportunity. Its first floor can become a purposeful student engagement layer for the residential community - a place where support services, study space, food access, social connection, and daily resources reinforce one another. Rather than treating the existing building as an adjacent condition, our approach will be to use it as an asset that can reduce duplication, strengthen activation, and help Phase I feel complete on day one.

At the ground level, the residential project should prioritize connectivity, clarity, and activation. Pedestrian pathways should link housing to transit, the West Building, outdoor

spaces, and future development opportunities. Building entries and common areas should be positioned to create a welcoming residential identity while contributing to the broader campus environment by activating the ground plane to maximize connectivity, safety, and wayfinding clarity.

This is especially important at Bundy, where the project must help transform a single building campus condition into a more complete student life environment. Housing can provide the daily presence, activity, and sense of community that make the Bundy Campus feel more fully inhabited and more closely connected to the life of the College. The result is a housing community that is physically, socially, and operationally embedded in SMC - while preserving flexibility for future phases as demand, funding, and campus needs evolve.



Bundy Campus – Site Analysis

SITE OPPORTUNITIES

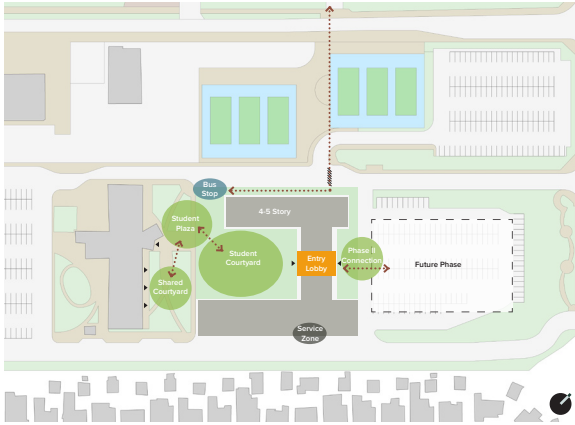
The Bundy Campus site offers a strong framework for creating a connected, transit-oriented residential community that can grow over time. In Phase I, the housing should be carefully integrated with the existing West Building, using its plaza, landscape, and ground-floor activity as assets that help establish a complete student living environment from day one.

The site provides opportunities for favorable solar access, clear pedestrian connections to an enhanced bus stop, and a stronger relationship to South Bundy Drive as the primary public-facing edge. To the north, the planned tennis courts can contribute to a more active campus setting, while to the south, the design should remain mindful of the adjacent residential neighborhood by placing quieter uses and service functions along that edge. The site strategy should also anticipate the long-term evolution of the former airport property and the broader urban context around Bundy.

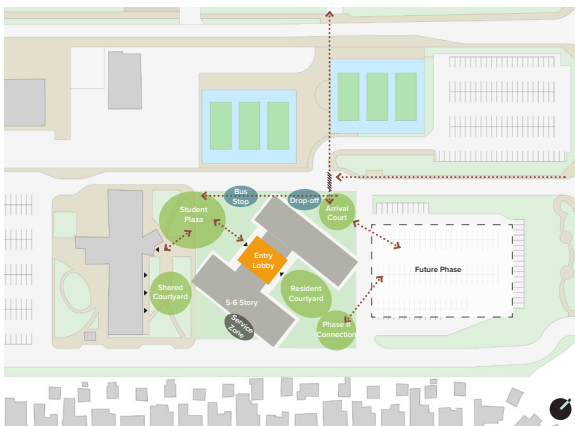
Phase II can extend this same logic while responding to a different set of technical conditions. By working with existing parking areas and minimizing excavation where possible, the project can improve cost efficiency and reduce disruption. Phase II should also resolve the substantial grade change up to South Bundy Drive, creating accessible, legible, and welcoming pedestrian connections that strengthen the campus over time.

Initial site approach concepts build upon the previous work done and highlight various aspects of the site challenges and opportunities. The diagrams below begin to elaborate on just a few site approach strategies that each begin to address those ideas in different ways and culminates in a conceptual site approach that begins to build on the best aspects of these initial investigations.

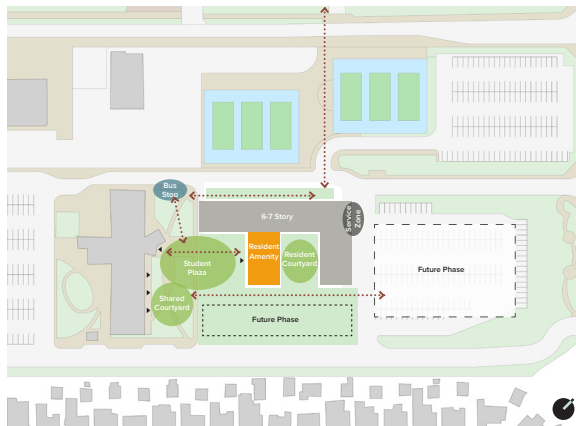
Bundy Campus – Site Approach Investigations



Starting with the 2025 Vision Framework’s findings and site approach – this Phase I site strategy begins to create well defined outdoor rooms and opportunities for connection to Phase II. It also fills out the site to the street edges which will efficiently use land while defining more “interior rooms” on the site. Some drawbacks to this approach are the lack of ground-level integration with the existing Academic Building and the somewhat lacking definition/variety to outdoor spaces



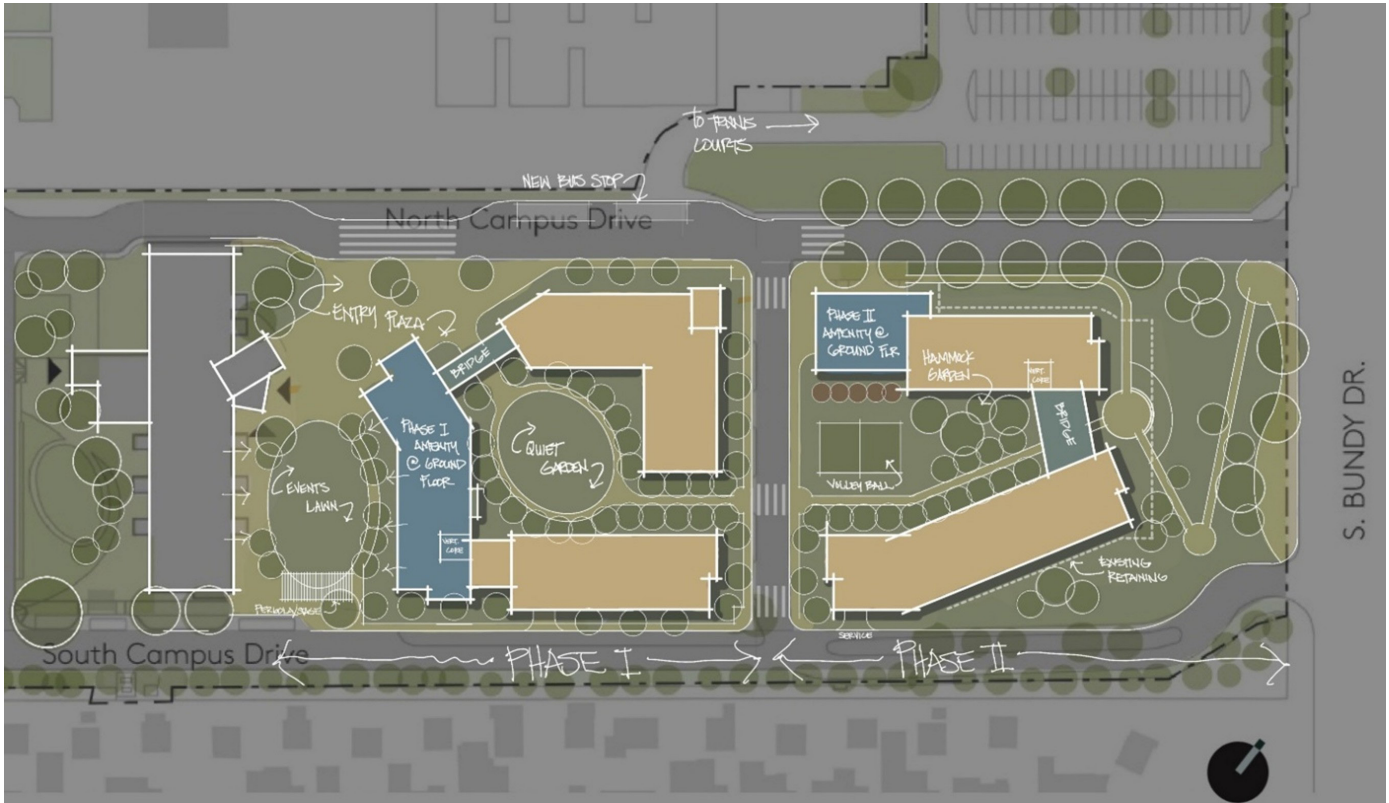
This option looks at the opportunities that rotating the building and moving the community spaces closer to the Academic Building provide. The benefits of this approach are that it starts to open up more visibility to the Academic Building as site users get to the center of the site and the way that it better connects the residential community more directly with the lower level of the Academic Building. The drawbacks are the lack of integration with site geometry and the somewhat awkward connection to a future Phase II.



This option looks at the opportunities to create a taller, denser building on the north edge of the site to try and fit the entirety of the program on less of the Phase I site. The benefits of this approach are the “land-banking” of the south edge of the site, which may allow for a more tailored approach to a future Phase II that responds to market conditions and SMC needs. It also provides proximate connection to the Academic Building while defining a few different types of outdoor spaces. The drawbacks to this option are the lack of visibility of the Academic Building and the sheer scale of the new facility on the site.

Building upon the best of these ideas, the Design Team created a 4th option that begins to borrow some aspects of each approach. The concept organizes Phase I and Phase II as a connected residential precinct that responds to the specific geometries, edges, and opportunities of the Bundy Campus. Rather than placing buildings as isolated objects, the plan rotates portions of

the residential massing to address key views, pedestrian axes, solar orientation, and the “fronts” of both the new housing and the existing West Building. This creates a more intentional dialogue between new and existing campus assets while helping the housing frame a sequence of outdoor spaces.



Bundy Campus – Site Concept

In Phase I, the most active uses are positioned toward the north and west, where they can engage the existing West Building, entry plaza, enhanced bus stop, planned tennis courts, and shared student resources. The primary amenity spaces are placed in direct relationship to the West Building ground floor, reinforcing the idea that the existing building can help complete the residential experience from day one. Outdoor spaces are organized as a gradient: an active events lawn near the West Building, a central quiet garden for residents, and more protected edges where the building meets the residential neighborhood to the south.

The southern edge is treated with greater restraint, locating quieter uses, service functions, and landscape buffers along South Campus Drive to respect the adjacent neighborhood. This allows the project to maintain an active, welcoming campus face to the north while creating a calmer and more considerate transition to the south.

Phase II extends the same logic while responding to the site’s technical constraints. The building works with

existing parking and retaining conditions to minimize excavation and site cost, while preserving meaningful open space and creating a new gateway element at South Bundy Drive. This gateway can mark the accessible path down from Bundy, strengthen the project’s public presence, and support long-term connectivity as the surrounding airport property evolves. Together, the two phases create a residential community that is efficient, contextual, phased, and deeply integrated with the future of the Bundy Campus.

Our next steps would be to look at alternative site layouts around density and scale. As sketched this scheme would be approximately 5 to 6 stories. There are opportunities to potentially go taller with the south and west wings of the Phase I layout to create higher density from day one and to then build out the remaining “L” shape as Phase II to allow for a more compact, efficient site approach that preserves the Phase II site temporarily as a land-bank and longer term as a potential Phase III.

SUSTAINABILITY, MOBILITY, AND LONG-TERM AFFORDABILITY

Sustainability is embedded in the project from the earliest stages of planning, shaping fundamental decisions about orientation, massing, envelope, systems, mobility, and long-term operations. The building should maximize access to natural daylight in both residential units and shared amenity spaces. Daylit environments reduce energy demand while contributing to student wellbeing, focus, comfort, and quality of life. At the same time, careful attention must be given to solar heat gain, shading, envelope performance, and thermal comfort - especially in a climate where overheating can affect both student experience and operating costs.

Passive strategies should be complemented by efficient mechanical systems, water-conserving fixtures, durable materials, and operationally practical building systems. The objective is not sustainability as a symbolic layer, but performance that reduces long-term cost, improves resilience, and supports affordability. Mobility is equally central to the project's sustainability strategy. The Bundy Campus site's proximity to transit creates an opportunity to reduce reliance on private vehicles, minimize costly parking construction, and support students who depend on public transportation. Pedestrian access, safe routes, secure bicycle storage, and clear connections to transit and SMC destinations should be treated as core design priorities.

By linking building performance with transit accessibility, the project advances sustainability on multiple fronts: lower energy use, lower transportation burden for students, reduced parking demand, and a smaller environmental footprint. For SMC, sustainability and affordability are not separate objectives - they are mutually reinforcing.

IMPLEMENTATION AND LONG-TERM VALUE

The ultimate success of the project depends on its ability to be delivered efficiently, perform over time, and remain aligned with SMC's student success mission. Capstone's development approach will establish a transparent decision-making framework with SMC, testing program, density, affordability, physical form, phasing, and operational assumptions against clear priorities before key decisions are finalized.

This includes strategic use of available funding sources, careful cost management, transparent financial modeling, and a clear framework for ownership, operations, safety, security, and long-term stewardship.

Phase I should function as a complete residential community from day one - integrating with the existing four-story West Building, enhancing transit connections to the main campus, creating safe and enriching indoor and outdoor environments, and advancing low-impact design strategies. At the same time, the site plan should preserve flexibility for future expansion as demand, resources, and institutional priorities evolve.

Our vision is therefore both ambitious and disciplined: a financially viable, environmentally responsible residential community that advances equity, strengthens student success, activates Bundy Campus, and creates a durable foundation for student housing at SMC.

Project Structure

Project Structure

The Capstone team maintains a mission that is unique in the student housing development sector, in that we direct the majority of our time and resources towards on-campus P3 development in direct partnership with higher education institutions. We have built a market leading base of experience working directly with these institutional partners to craft and implement housing solutions with a focus on affordability, efficiency, quality, comfort, and safety. Our conscientious approach prioritizes the unique qualities of each of our higher ed partners, and empowers our team to develop creative solutions that align the interests of all project stakeholders. We implement a similar attitude and approach in our project financing efforts, endeavoring to craft creative and flexible financing options that satisfy both the short and long-term financial objectives of the College, which at SMC we understand to include:

- **Prioritize affordability for students and increase student retention**
- **Maintain financial neutrality for SMC** to the extent possible, in terms of both its balance sheet and credit rating
- **Generate positive returns/cash flows to SMC** over time
- **Fund sufficient reserves to preserve facility quality and condition** over the lease term
- **Foster a sustainable partnership by aligning interests** to the greatest extent possible, particularly around the College's affordability, recruitment and retention goals.

If Capstone is selected, we will use these goals as a road map for our planning and vetting of financing options over the course of the pre-development period.

Capital Structure: Non-Profit Owned (“NPO”) Tax-Exempt Bond Financing

Capstone was the first student housing developer to utilize the tax-exempt bond financing structure for student housing over 30 years ago, and has since financed more than \$2.6 billion in tax-exempt financing volume to date. Under this approach, a non-profit entity serves as the ground lessee and owner of the improvements, and 100% of the Project costs are funded through a public offering of tax-exempt bonds securitized by future Project revenues

SMC will lease its land to a to-be-formed non-profit Special Purpose Entity (“SPE”) created by the selected NPO for a period of time that is generally 5-10 years longer than the term of the bond financing. This entity would be overseen by an advisory board that would include representation by the College, the developer and the non-profit owner. Tax-exempt bonds will be underwritten based upon the cash flow and credit profile of the Project, non-recourse to the College. SMC will serve as the Ground Lessor, and will provide certain to-be-determined affiliated services (leasing and marketing, etc.) to the Project in order to drive the ongoing success of the Project operations, as well as qualify the Project for tax-exempt financing. It will also receive ground rent compensation in the form of net operating surplus cash flows remaining after payment of Project operating expenses and debt service. We will also work with the College to identify a productive and efficient use of space in the Project to satisfy the joint occupancy requirements discussed in the RFP and in our work session.

Lastly, immediately after selection, the Capstone team would intend to work with SMC to select the critical 3rd party partners to the transaction, including the non-profit owner, bond underwriter, bond counsel, issuer, etc. In these regards, our team's breadth and depth of experience has allowed us to cultivate relationships with the large majority of the major national participants that might serve in each of these roles, including **Strategic Facility Partners, Provident Resources Group, and Collegiate Housing Foundation** on the NPO side,

and **Raymond James, Bank of America, Barclays, JP Morgan, Huntington Bank,** and others on the bond underwriter front.

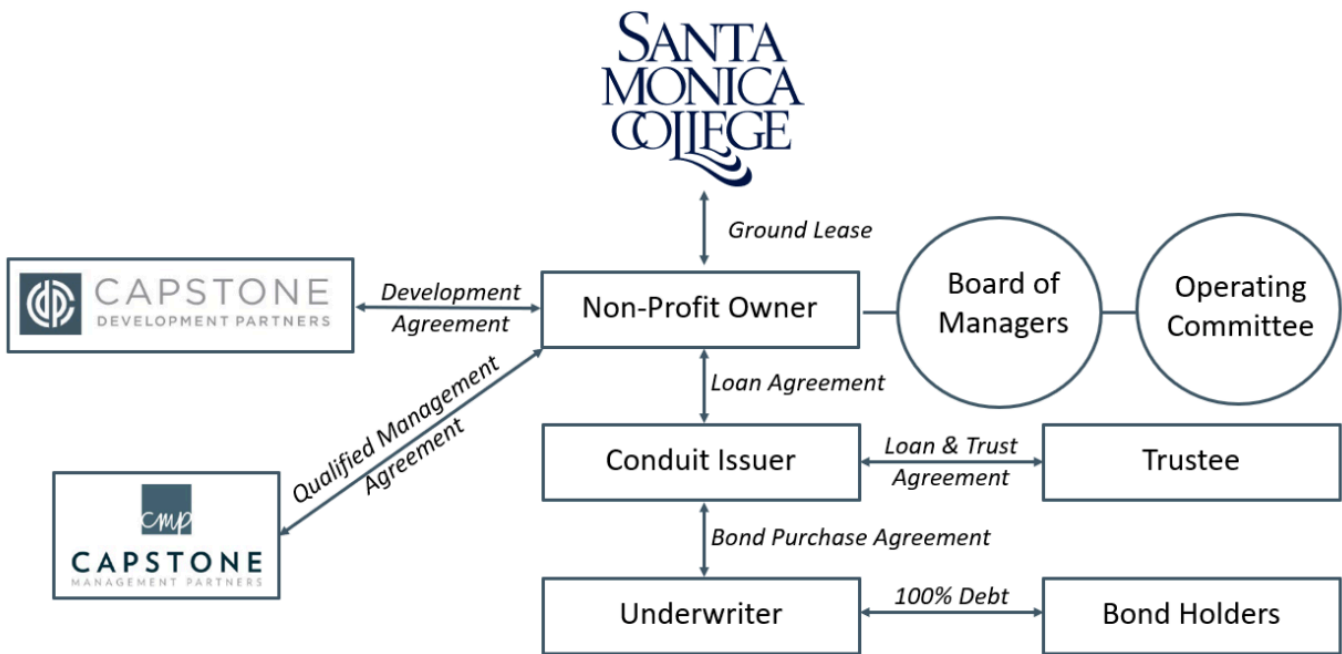
Project Agreements and Structure

The below graphic is an organizational chart illustrating the contractual structure of our contemplated partnership.

We recognize that the SMC team has material balance sheet and credit profile considerations, given (amongst other things) its recent credit downgrade and a strong desire to avoid additional negative action from the rating agencies. We also note in that credit report that the issuance of additional debt would be one of the factors that could lead to further action, so we believe that SMC's intention to use alternative capital sources like P3 to finance its campus capital projects like this one a smart decision. Although no P3 structure will

offer complete insulation from SMC credit impact, the NPO structure should result in neutral to positive impact given its production of a meaningful revenue stream to SMC, combined with the Project debt financing only being considered under the "adjusted debt" category by the rating agencies. Further, in terms of balance sheet impact, the NPO structure most often results in no more than "footnote treatment" on an institution's balance sheet.

The Capstone team has significant experience interacting (either directly or indirectly) with our university and college partner's auditors, as well as with all of the major credit rating agencies including S&P. We are also committed to working closely with the SMC project team to craft governing agreements that protect the institution's credit and balance sheet to the greatest extent possible. **Capstone is proud of its extensive track record of achieving "zero impact" results as**



no institutional partner has ever received a credit downgrade as a result of a Capstone on-campus P3 housing project.

In terms of the partnership structure, largely limiting SMC's participation in this structure to its role as the Ground Lessor will be the critical factor in isolating SMC from liability. All other agreements will be executed downstream of SMC through its selected non-profit owner. Further, our team will help SMC to thoughtfully craft the ground lease provisions in a way that both protects the interests and objectives of the College, while also avoiding the implication that the College has the ability to exert undue control and/or influence over the Project's ongoing operations and economic production. Auditors in particular will focus on provisions relating to rental rate setting, other operational decision-making, ground rent compensation, advisory committee representation, as well as any direct commitments or obligations made by SMC (financial or otherwise) to support the ongoing success of the Project. Although we would support SMC's involvement in selecting the initial property manager for the Project, maintaining that right within the ground lease may generate scrutiny by SMC's auditor in terms of the appearance of undue ongoing control over the Project's operations (though this would be a subjective determination made on a case-by-case basis).

The only other contract in which SMC will serve as a counterparty is the pre-development agreement, discussed in further detail in Tab 7.

Property Tax Exemption

There is precedent set in the state of California for projects financed using the NPO structure to be exempt from ad valorem property taxes. Under RTC § 202 and 214, California state law grants property tax exemption to student housing facilities based on their use for educational purposes, for which we believe this property will qualify. We are well-experienced with such taxing authority discussions, and we are confident in our ability to achieve a positive outcome in this regard. That

said, we will look for SMC to support us in our efforts to secure this ad valorem tax exemption, given its criticality to the economic viability of the Project financing.

Conclusion

Should the Capstone team be fortunate to be selected as SMC's P3 development partner, the overarching goal of our financing team will be to identify and implement the most efficient financing strategy within the confines of SMC's stated goals and objectives. Moreover, we will work diligently to do so within the timeline goals that your team has set for this Project in terms of construction completion and delivery. We will leverage our more than 30+ years of experience in successful project financings, as well as our broad network of financing partners developed over the course of those years, to meet or exceed your team's expectations for this Project.

Property Management Approach

Property Management Approach

Proposed On-Site Management Structure & Reporting Relationships

To support Santa Monica College's affordability goals and the unique operating environment of the Bundy Campus, Capstone Management Partners (CMP) will deploy a right sized, student-focused on-site management team designed to maximize efficiency without compromising service quality. Our staffing model is structured to minimize operating expenses, supporting the financial neutrality required to maintain a minimum of 290 beds at 50% AMI, while delivering responsive, high touch support for residents. This approach integrates cross-trained staff, streamlined maintenance workflows, and data-informed scheduling to ensure consistent service delivery, strong resident satisfaction, and long-term asset performance.

Key Personnel Roles & Responsibilities

Community Manager (CM)

The primary leader of the facility and main liaison to SMC. Responsible for financial performance, 501(c)(3) compliance reporting, crisis management, and overseeing all daily operations.

Leasing & Resident Experience Manager

Responsible for marketing, leasing administration, and executing the community programming calendar. Critically, this role will be trained in the specific income-qualification and verification processes required to manage the targeted affordable beds.

Facilities/Maintenance Lead

Ensures the physical asset is maintained to an APPA Level 2 Comprehensive Stewardship standard. Oversees preventative maintenance, manages work orders via our CMMS, and coordinates third-party vendors.

Resident Director

Serves as the on-site lead responsible for resident experience, leasing performance and day-to-day community operations. Oversees the full leasing lifecycle, including prospect engagement, tours, application processing, lease execution and renewal strategy. Acts as the primary point of contact for residents, addressing concerns, coordinating community programming, and ensuring consistent service delivery. Maintains accurate property reporting and collaborates with the maintenance and management teams to support a well-operated, welcoming, and high performing community.



Facilitating experiences for others through our staff of entrepreneurial spirits, critical thinkers and problem solvers

What we do is much more specialized than typical student housing management. We provide unparalleled service for both students and parents for their 24/7 365 day experience. With 40+ years of combined student housing experience, CMP is well-suited to ensure that SMC students receive the quality operating partner they deserve.

Resident Assistants (RAs) / Community Mentors

Student staff living in the building who serve as after-hours peer support, mediate roommate conflicts, and execute localized programming.

Corporate Oversight & Transition Team

Our local Bundy Campus team will be supported by CMP's senior leadership to ensure SMC's affordability and operational goals are flawlessly executed:



Mike Polzin, SVP: Oversees CMP's 10,000-bed portfolio and ensures seamless College collaboration from pre-development through long-term operations.



Jahala Akins, VP of Operations: Brings 18+ years of experience to manage budgets, leasing strategy, and on-site staff, serving as SMC's primary stabilized operations contact.



Sally Langford, VP University Relations & Transitions: Leverages experience with 70+ institutions to act as SMC's day-to-day relationship lead from initial proposal to final operational handoff.



Allison Stroud, Start-Up & Transitions Manager: Directs the pre-opening timeline, coordinating with SMC and construction teams to guarantee total operational readiness by Day One.



Jocelyn De La Rosa, Portfolio Marketing & Leasing Specialist: Drives digital marketing, brand development, and early lease-up strategies to ensure strong initial leasing velocity and a fully operational digital presence ahead of opening day.

Coordination with Existing SMC Services Our on-site team will actively integrate with the first floor of the Bundy Campus "West Building" to create a centralized hub for student engagement, coordinating directly with the following SMC departments:

Office of Student Life: We will co-develop a residential curriculum that mirrors SMC's campus-wide programming. Our staff will coordinate to utilize the building's community spaces for joint events, fostering a vibrant student life presence at the Bundy Campus.

Student Services: Our management team will undergo SMC-specific training to recognize students in need and serve as active conduits, establishing a "warm handoff" protocol to direct residents to academic advising, tutoring, and career services.

Campus Safety: We will work closely with SMC Campus Police to align on safety protocols, coordinate access to security camera feeds, and conduct joint emergency preparedness drills.

Financial Aid / Basic Needs Programs: Our staff will coordinate closely with SMC's Basic Needs programs, including the Bodega food pantry, to connect residents with available resources. We will also work with Financial Aid to streamline housing grants and income verification.

Counseling / Wellness Resources: Our RAs and professional staff receive training in mental health awareness and crisis de-escalation, along with clear protocols for referring students to SMC's Center for Wellness and Wellbeing when additional support is needed.

Housing Support Functions: We will conduct monthly operational syncs with SMC leadership, providing transparent KPI dashboards (via Entrada) that track occupancy rates, affordability compliance, and maintenance response times, ensuring the College has real-time visibility into the asset's performance.

Initial Project delivery to Stabilized Operations

Transitioning a 501(c)(3) affordable housing asset requires a clear, structured approach to maintain compliance, control costs, and ensure the property is ready for residents. CMP's Transition Team, led by our Start-Up & Transitions Manager, develops and executes a detailed lease-up and operations plan that connects construction closeout with day-to-day management, ensuring a smooth and timely opening.

Pre-Opening Planning & Launch Timeline

Planning begins 12 months prior to opening. Our Transition Team establishes the property management tech stack (Entrata), configures the accounting workflows to match the strict reporting requirements of the 501(c)(3) ground lease, and develops customized Standard Operating Procedures (SOPs). These SOPs outline everything from preventative maintenance to SMC-specific emergency escalation protocols.

Staffing and Onboarding

CMP follows a phased hiring plan beginning six months prior to opening. The Community Manager and Leasing Manager are onboarded first to drive pre-leasing efforts. Staff training goes beyond standard property management, with a focus on income qualification and verification to meet SMC's 50% Area Median Income (AMI) requirements, along with cross-training on campus resources such as the Bodega.

Lease-Up / Occupancy Strategy

Rapid stabilization depends on efficiently filling the beds with qualified residents. In addition to targeted marketing, CMP will work closely with SMC's Financial Aid and Student Services teams to identify eligible students early in the process. By establishing a pre-qualification pipeline, we can verify eligibility in advance and align applicants with available units, reducing lease-up time and support stable occupancy from day one.

Transition from Construction Completion to Operations

At 90 days prior to the Certificate of Occupancy, CMP eliminates the traditional "handoff friction" by placing our Facilities Lead directly on the active construction site. We actively participate in the commissioning of all MEP (mechanical, electrical, and plumbing) systems, manage a phased punch-list protocol with the general contractor, and digitize all system warranties to protect the project's early-life operating budget.

Resident Move-In Process

CMP's turn team oversees move-in through a phased schedule that minimizes congestion and limits impact on the Bundy Campus. We coordinate with SMC to pre-load electronic access credentials onto student IDs, establish check-in and welcome stations in the first-

floor community hub, and partner with campus police to manage traffic and ensure a smooth, well-organized arrival experience.

Stabilization Milestones

We define and target specific metrics to declare the asset fully stabilized. These milestones include:

- **Occupancy & Compliance:** Reaching 95%+ physical occupancy while verifying 100% of the required affordable beds meet the 50% AMI threshold.
- **Physical Readiness:** 100% completion of the general contractor's punch list and successful activation of all life-safety systems.
- **Operational Handoff:** Transitioning from the corporate Start-Up task force to the localized, on-site management team, and initiating the stabilized Monthly Manager Reports (MMRs) to SMC leadership.

Residential Life & Programming Services

To support student success at the Bundy Campus, CMP will implement a residential program tailored to Santa Monica College students. Because community college demographics are highly diverse and prone to varied academic timelines, we do not wait for students to seek help. Drawing from our successful management of The Harbour at Orange Coast College, our on-site staff conducts mandated 'Intentional Check-Ins' and monthly floor meetings, providing a proactive safety net that identifies at-risk students before they default on a lease or drop a class. Our approach emphasizes academic persistence, life-skills development, and community building, with programming designed to meet the needs of a diverse resident population, including first-generation and non-traditional students. The West Building's first-floor hub will serve as the primary location for programming and engagement, providing a consistent and accessible space for residents.

Resident Engagement Strategy

Our engagement strategy focuses on consistent, direct interaction with residents. In addition to programming, Resident Assistants (RAs) conduct check-ins with each student to build relationships and identify concerns early.



UNIVERSITY EXPERIENCE

THE HARBOUR @ ORANGE COAST COLLEGE

For this new student housing community at Santa Monica College, CMP will draw from our successful management of The Harbour at Orange Coast College.

Sample Programming Curriculum:

- **Academic Support Programming:** Bundy Study Cohorts: Organizing study groups based on common SMC majors or course loads.
- **Midterm/Finals Fuel:** Extending quiet hours and hosting “brain food” stations in the community hub during exam weeks.

Community-Building Events:

- **Bundy Block Party:** A large-scale welcome week event in the courtyard to integrate new residents and establish a positive community culture from Day One.

Student Success Initiatives:

- **Financial Empowerment Series:** Given the affordable nature of the project, we will host workshops on budgeting, building credit, and navigating financial aid, specifically tailored for independent and low-income students.

Wellness and Support Programming:

- **Mindful Mondays:** Offering weekly yoga or meditation sessions to reduce anxiety, coupled with distress workshops and direct, normalized referrals to the SMC Center for Wellness and Wellbeing.

Safety and Life-Skills Programming:

- **Adulting 101:** Hands-on workshops covering essential life skills, such as affordable meal prep, basic apartment maintenance (how to plunge a toilet, reset a breaker), and time management.

Resident Retention Initiatives:

- **Priority Re-Leasing Mixers:** Exclusive, early-access events for current residents in good standing to secure their spot for the following year, minimizing turnover costs.

Unique Property Management Concerns + Mitigation

Operating a 501(c)(3) tax-exempt, highly affordable student community at the Bundy Campus introduces specific operational and compliance considerations. Capstone Management Partners proactively identifies these potential risks and applies proven mitigative strategies to protect SMC's asset and student population.

1. Cultivating an “On-Campus” Culture at a Commuter Institution

Concern: Community colleges traditionally have a strong commuter culture. Without the built-in residential traditions of a four-year university, students living on site can easily become isolated or treat the facility purely as an apartment rather than an academic community.

Mitigation: CMP actively engineers a vibrant campus culture from Day One. Our Resident Assistants execute a highly intentional programming curriculum designed specifically to keep students on campus on the weekends. To bridge the gap between the residential community and the main campus, our Resident Advisors execute structured ‘Take-To’ programs. As successfully modeled at The Harbour at OCC, these events involve RAs physically guiding groups of residents to campus resources, student union events, or academic tutoring centers, ensuring residents actively integrate into the broader college ecosystem.

2. Affordability Management Considerations

Concern: Managing a minimum of 290 beds restricted to 50% AMI requires rigorous, ongoing income qualification. Lapses in documentation can threaten the project's financial structure and tax-exempt compliance.

Mitigation: We implement strict compliance protocols. By establishing a “pre-qualification pipeline” in direct partnership with SMC Financial Aid, and utilizing Entrata's auditing tools, we guarantee 100% compliant documentation before any lease is executed.

3. Student Turnover / Occupancy Challenges

Concern: The annual student “Turn” (mass move-out and move-in over a few weeks) is the highest-risk period for facility damage and vacancy loss.

Mitigation: To combat vacancy, we launch aggressive resident retention campaigns to secure leases for the following year. For the physical Turn, CMP deploys a corporate Regional Support Task Force to supplement local staff, ensuring every unit is deep cleaned, inspected, and turnkey ready.

4. Safety and Security Concerns

Concern: Integrating a residential community with the active, public-facing first-floor hub of the West Building creates potential access control vulnerabilities.

Mitigation: We deploy a layered security strategy. Our Community Manager will integrate directly into SMC Campus Police's emergency call tree, and after-hours RAs will conduct regular community walks.

5. First-Time Renter Support Needs

Concern: Many students in the targeted demographic may be first-generation college students or first-time renters who lack foundational independent living skills or financial literacy, leading to roommate conflicts or lease defaults.

Mitigation: Our RA staff implements proactive roommate agreements and mediation protocols within the first two weeks of move-in. Additionally, we host targeted programming like “Adulting 101” (basic apartment care, affordable meal prep) and “Financial Empowerment” workshops to build self-sufficiency.

6. Coordination with Campus Services

Concern: P3 student housing can easily become siloed, cutting residents off from the broader College support network and creating a disjointed student experience.

Mitigation: We mandate a dotted-line reporting structure between our Community Manager and a designated SMC Housing Liaison. We establish “warm handoff” protocols for students in crisis and actively host on-site pop-ups with vital SMC entities—such as the Bodega and academic tutoring—so the building functions as a true extension of the main campus.

Project Schedule

Project Schedule

As with all aspects of this P3, we will work together in a partnership with the SMC stakeholder team to prioritize and achieve collective goals. With every project delivery, the Capstone team is very focused on and sensitive to schedule management. Academic calendars and move-in dates are fixed, and we understand that meeting schedule milestones throughout the development and construction processes is critical to on-time delivery and a successful transition to occupancy and operations. The Capstone team has a long history of success on urban, logistically challenging projects with fast-track schedules. Our vast P3 experience working within a team environment of university administrators and stakeholders has enabled us to develop a variety of valuable tools and processes to enhance our scheduling activities and evaluations, as well as garner invaluable insight, experience, and expertise in the unique world of on-campus development. ***These experiences have translated into the successful delivery of multiple on-campus communities — each with its own unique hurdles and timeframes.***

Project Initiation Phase

During the initial 10-12 weeks of the project initiation phase, our team will collaborate with SMC to define a **“value-driven approach”**. To the Capstone team, a value-driven approach is characterized by making decisions that deliver the highest possible value to the

project and its end users. This approach is applied to all aspects of the project, including but not limited to programming, design, construction, transaction structure, financing, and operations. With the intent of creating the best possible experience in each of the project components - residential/units, common and amenity spaces, as well as campus integration and outdoor experiences. Detailed programmatic and unit planning, along with building massing and facade design, are a focus of the conceptual design phase. Advancing these components allows us to ‘lock in’ a building footprint, confirm site due diligence, engage local utility providers, and advance the project's development plan to ensure that all facets of the project are collaboratively informed and remain financially viable.

This organized and collaborative approach allows us to gain swift buy-in from stakeholders in the early stages and ensure that Project gets off to a strong start. To support this, we will develop a detailed **90-Day Project Initiation Work Plan**, which outlines the specific activities, deliverables, and key decisions needed to advance and further define/inform the development plan for the Project. This work plan will be continuously updated as milestones are achieved, ensuring all team members remain focused on upcoming meetings, agendas, deliverables and deadlines.

UNIVERSITY TESTIMONIAL

“CDP brought significant value to the project through their seasoned experience and lessons learned from similar projects. Their proactive input during the planning and design phases helped in preempting potential issues, saving both time and resources. Additionally, their coordination and oversight throughout the process - and being accountable for both the design team and the construction management team ensured that the architectural, engineering, and construction teams delivered high-quality outputs that met our expectations.”

Allen Bottorff, VP & CFO Florida Polytechnic University
Phase 3 Residence Hall 2024



A Buildable Vision: DSA Strategy, Approvals, and Delivery Discipline

A compelling vision for the Project only matters if it can be delivered. This project must advance through a complex implementation pathway, including design, financing, DSA review, potential CEQA coordination, construction, commissioning, and opening in alignment with SMC's target schedule. Success will depend on early due diligence, disciplined decision-making, realistic documentation, and a clear understanding of the regulatory drivers that shape California community college projects.

A key differentiator the Capstone team brings to this SMC development initiative is an experienced, uniquely well-qualified development, design and construction team. Our unique breadth of experience combines Capstone's decades long focus on the development and operation of student housing and related facilities through public-private partnerships, and HPI's long track record of successfully delivering student housing and other college facilities through the Division of the State Architect process. We understand not only the formal requirements of DSA review, but also the practical inner workings of the process: how reviewers think, what issues commonly create delays, what documentation must be resolved early, and how to anticipate the critical drivers that matter to the people involved.

That expertise allows the team to make better decisions earlier. Structural systems, life safety strategy, accessibility, fire protection, envelope detailing, material selection, constructability, and phasing assumptions can all be evaluated with DSA expectations in mind before they become schedule or cost risks.

Our project general contractor, Milender White, also comes with consistent and impressive credentials and

track records for delivering premium projects in Santa Monica and throughout the greater Southern California region, on time and on budget. With the breadth of experience this team brings to this initiative, we will be able to ensure predictable, high-quality and cost-effective development, design and construction, it will do so working collaboratively and effectively with the SMC team utilizing tested and proven processes and tools throughout the entirety of the predevelopment and development cycles. Together, the Capstone team can align design intent, cost modeling, constructability, permitting, financing, and operations from the outset. The result is a vision that is not only mission-driven and student-centered, but buildable, approvable, and financially disciplined.

Schedule Management

Immediately upon selection, Capstone, with input from SMC and all consultants, will confirm all Project schedule assumptions made during the RFP stage and further detail and develop a master development schedule inclusive of all major milestones, durations and dates for completion. This schedule will further detail all key activities and/or approvals which are necessary for the project to proceed through the pre-development phase and into construction.

Following the narrative component of this section, we have included a preliminary Project Master Schedule in a Gantt Chart-style format. We have also provided below, for ease of reference, a list of the major milestones, durations and dependencies that lead to the start of construction and ultimately substantial completion and Project occupancy on or before the **Fall 2030 semester**. *The milestones below are preliminary and subject to change upon feedback from and dialogue with SMC.*



SOUTHERN CALIFORNIA PRESENCE

In 2015, Milender White created their Southern California district. They have delivered 2,885 units in the Southland, with 1,661 more currently under construction. MW recently completed four projects in downtown Santa Monica - three are market-rate and one is affordable housing for seniors. Another Santa Monica project (\$170 million) is now in the preconstruction phase.

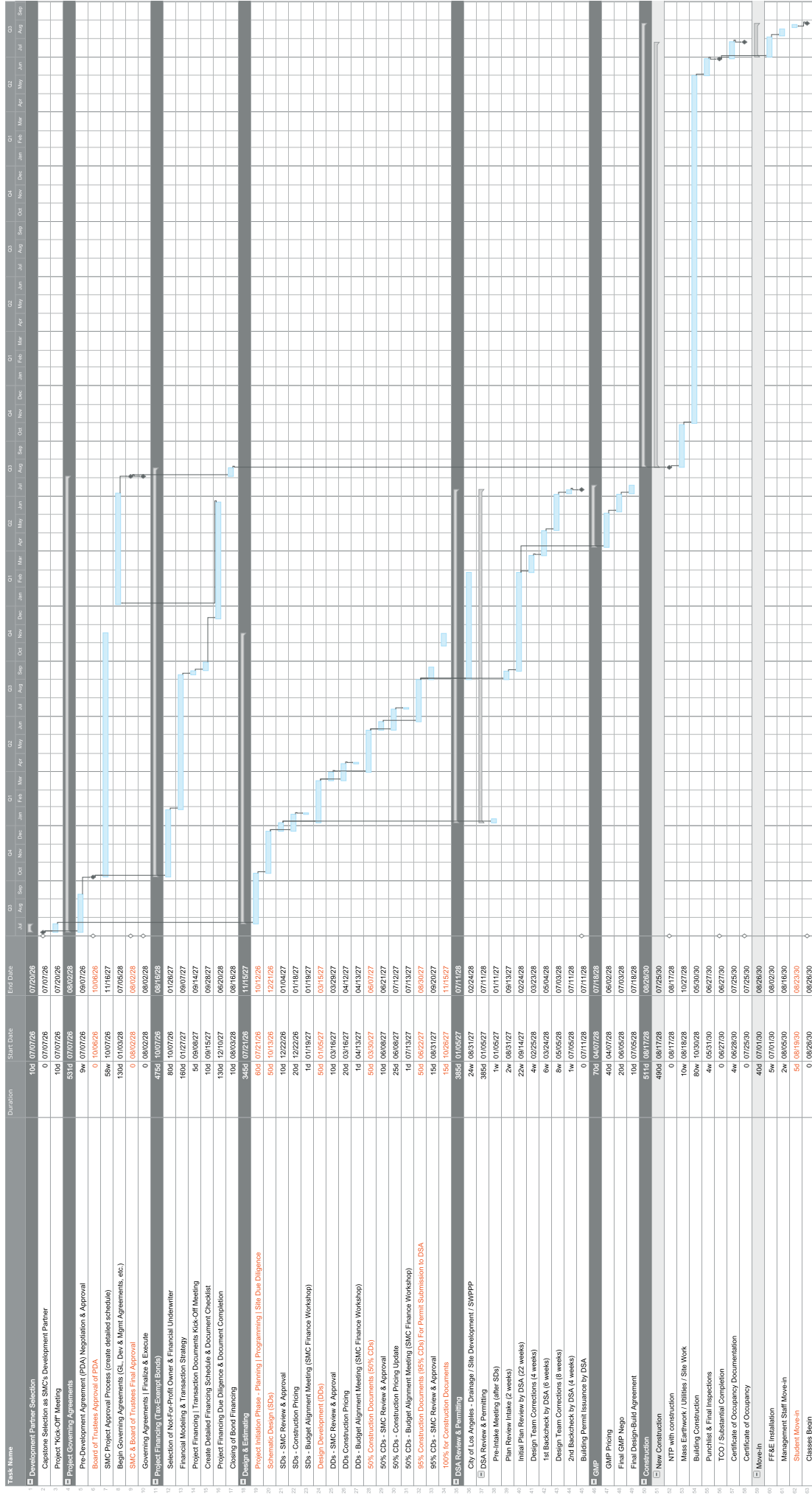
Major Milestone tasks during the Design / Development / Construction Stages

Capstone Selection as SMC's Development Partner	July 7, 2026
"Kick-off" meeting	July 20, 2026
Establish confirmation of: SMC Approval Process and Timeline All Needed Entitlements and Permits (CEQA?, DSA, City of Los Angeles) Schedule for Project Agreements (including PDA) Financial Modeling and Transaction Strategy Begin Project Initiation Phase, Planning, Programming & Site Due Diligence	July 21, 2026
Board of Trustees Approval of Pre-Development Agreement	October 6, 2026
Execution of a Pre-Development Agreement	October 7, 2026
Complete Project Initiation Phase*	October 12, 2026
100% Schematic Design Complete	December 21, 2026
SMC Review and Approval of SDs	January 4, 2027
DSA Pre-Intake Meeting	January 11, 2027
SD Pricing Confirmation / SMC Finance Workshop	January 19, 2027
100% Design Development Complete	March 15, 2027
SMC Review and Approval of DDs	March 29, 2027
DD Pricing Confirmation / SMC Finance Workshop	April 13, 2027
50% Construction Documents Complete	June 7, 2027
SMC Review and Approval of 50% CDs	June 21, 2027
DD Pricing Confirmation / SMC Finance Workshop	July 13, 2027
95% Construction Documents Complete (DSA Permit Set)	August 30, 2027
DSA Plan Review Intake	August 31, 2027
SMC Review and Approval of 95% CDs	September 20, 2027
Begin Tax-Exempt Financial Packaging	December 10, 2027
DSA Initial Plan Review Comments	February 24, 2028
DSA 1st Backcheck	May 4, 2028
GMP Established	July 3, 2028
DSA 2nd Backcheck	July 11, 2028
Building Permits Issued	July 11, 2028
SMC / BOT Final Project Approval	August 2, 2028
Finalize Transaction Documents	August 2, 2028
Closing of Bond Financing	August 16, 2028
Construction Start (On Schedule)	August 17, 2028
Student Housing Substantial Completion	June 27, 2030
Student Housing FF&E Installation Complete	August 2, 2030
Management Staff Move-In & Building Prep Complete	August 16, 2030
Student Housing Available for Move-In	August 19, 2030

*Completion of a preliminary development plan inclusive of specific project transaction terms, site studies and due diligence, early design documents, preliminary outline specifications, statement of the proposed development costs for the facility including a first pass construction estimate, a proposed development schedule for the facility, a financial proforma for the development of the Project and other information reasonably necessary for SMC to approve.

The key to schedule management is regular and frequent schedule review/ tracking with all team members to provide feedback throughout the development process, which will usually take place as a part of the weekly University-Developer-Team (UDT) / Construction Progress meetings.

SMC - Master Development Schedule - RFP



Pre-Development Agreement Risk-Sharing Terms

Pre-Development Agreement Risk Sharing Terms

Should Capstone be selected as SMC's P3 partner, we would be prepared to begin detailed discussions regarding the Pre-Development Agreement ("PDA") within the first one to two weeks following selection. We appreciate the comprehensive PDA template provided as part of this RFP and view it as a strong foundation to define the respective roles, responsibilities, and risk allocation among the parties, including the treatment and reimbursement of agreed-upon Preliminary Development Expenses ("PDEs") in the event the Project is deferred or does not proceed to closing.

Consistent with market practice for 501c3 owned, tax-exempt financed transactions, the Developer typically advances a significant portion of PDEs during the pre-development phase in order to maintain schedule and project momentum, subject to the terms of an executed PDA. In many P3 transactions, including the structure contemplated by SMC, both the Developer and the College may advance PDEs, with the expectation that such properly documented costs are reimbursed from project financing at closing, together with applicable carrying costs.

Capstone approaches pre-development risk sharing with a focus on alignment, transparency, and proportionality of risk and return. In this delivery model, the development fee is the primary source of compensation and is first applied to cover project-related overhead and unreimbursable costs prior to generating any return. As a result, the scale and structure of PDE risk must be thoughtfully calibrated relative to the overall Project economics.

Following our review of the draft PDA, Capstone is generally aligned with the proposed framework and has submitted targeted comments and redlines as part of this proposal for clarification. In particular, we focused on provisions related to termination scenarios associated with "Closing Risks", including circumstances where the Project is unable to proceed due to factors outside the control of either party (e.g., entitlement challenges, regulatory changes, or force majeure events).

While we understand that such risks are often shared between the parties, we propose that the treatment of associated Work Product be further clarified. Specifically, in the event of a termination under these circumstances, if SMC elects to retain and utilize Work Product funded by Capstone, reimbursement of 100% of the associated PDEs would be appropriate to reflect the value of that work and the capital advanced in good faith. We believe this approach maintains equitable risk sharing while preserving alignment between the parties.

Additionally, while the Project is currently anticipated to benefit from a CEQA exemption, we recommend including a provision addressing potential material delays arising from CEQA review should that assumption change, including an appropriate termination right if the Project timeline is significantly impacted.

We appreciate the opportunity to engage with SMC on these matters and look forward to further refining the PDA in collaboration with the College and its advisors to ensure a balanced, financeable, and market-aligned risk-sharing structure during the pre-development period.

Development and Construction Management Fee

Development and Construction Management Fee

In 501(c)(3)-owned, tax-exempt bond financed projects such as the one contemplated at SMC, the development fee is the primary source of compensation for Capstone. While development fee is often viewed as margin or profit, in our case it first covers project-related overhead that is not otherwise reimbursable, including development staff time and general office costs directly associated with delivering the Project. What remains after those costs are covered represents our potential profit.

Capstone does not charge a separate construction management fee. Our development fee is intended to cover our services from pre-development through construction and project delivery, including overall management of the design and construction process. In transactions similar to the one contemplated at SMC, the development fee is typically earned over the course of the Project. Depending on the duration of the pre-development period, approximately 45%–50% of the fee is associated with pre-development efforts and is paid at financial closing, with an additional 40%–45% earned during construction and paid in equal monthly installments, and the remaining 10% paid upon final completion.

When establishing an appropriate development fee, we consider a number of factors including the size, complexity, schedule, and overall risk profile of the Project. Because our fee covers both overhead and profit, it is often helpful to think of it as having two components: a portion tied to the project's duration and intensity of development efforts, and a portion that reflects a percentage of overall project costs.

Across our portfolio, our development fees typically range between 3.5% and 5.0% of total project costs, excluding financing. For the SMC Project, based on an initial phase of approximately 500–600 beds and the schedule currently contemplated, we would expect our development fee to fall in the range of **4.0% to 4.5%**, subject to further refinement as the program, schedule, and risk allocation are finalized.

Capstone is committed to structuring its fee in a manner that is competitive, transparent, and aligned with the Project's financial objectives, while ensuring sufficient resources to successfully deliver a high-quality outcome for SMC.

Local Business Participation

Local Business Participation

A critical focus area for Capstone from the RFQ process and our engagement with Santa Monica College is the importance of intentionally integrating local businesses and diverse firms into the delivery of this project. We understand that advancing local economic impact and equity is a core component of SMC's mission, and our team shares and actively operationalizes these priorities across our portfolio.

Capstone is committed to creating measurable and lasting value for local and MWBE (Minority/Women Business Enterprise) firms within the Santa Monica and greater Los Angeles region. This commitment extends beyond participation goals and focuses on capacity-building, meaningful contracting opportunities, and long-term relationship development.

Across our recent projects, Capstone has consistently achieved strong participation outcomes:

- At the University of Washington Bothell, we delivered nearly 25% combined women- and minority-owned business participation
- At the Colorado School of Mines, (completed with Milender White) we achieved 10% MWBE participation at the prime subcontract level, with additional increases through second-tier subcontracting as buyout progresses

For the SMC project, we will build on these results by implementing a structured, proactive local participation strategy, including the following.

Intentional Teaming

For the SMC project, we have assembled a development team with deep roots in Southern California. Both HPI and Milender White bring extensive relationships with local consultants, subcontractors, and suppliers, enabling immediate access to qualified local and MWBE firms. **Milender White, for example, has recently achieved 30%, 26.8%, and 14.3% SBE/DBE/MWBE participation on three of its recent Santa Monica projects—significantly exceeding typical benchmarks.**

As a matter of fact, Milender White (MW) has had an office in Santa Monica since 2017, most recently leasing a second-floor suite at 1661 Lincoln for its field operations teams. As MW is

ACHIEVING LOCAL PARTICIPATION GOALS



Village at Mines Park at Colorado School of Mines (With Milender White)

Our team achieved 10% MWBE participation at the prime subcontract level, with additional increases through second-tier subcontracting as buyout progresses.

Residential Village at UW Bothell

The Capstone team aligned itself with the UW's business diversity and equity objectives to provide the maximum practicable opportunities for small, minority, women, veteran, LGBTQ-owned businesses to compete for construction contracts of the Project. Our team exceeded our goals and achieved nearly 25% participation directly from minority and women-owned businesses.

Woodlawn Commons at UChicago

The Capstone team was able to surpass its MWBE goals for the new Woodlawn Commons at UChicago, achieving 36% MBE and 10% WBE participation for the project. The team also surpassed its local workforce participation rate greatly, with a goal of 25%, the team recruited 75% local workforce.

Motley Residence Halls at UMass Boston

In 2016, the Capstone team was able to meet and surpass its MWBE goals for the new residence and dining commons at UMass Boston.

- Jobs CREATED in the Subcontractor Market: 515
- MBE: 35% (Goal: 25%)
- WBE: 9% (Goal: 10%)

not a closely held retail business, consultant or supplier headquartered within the city, it is not classified as a “Buy Local” business by the City of Santa Monica (though MW did apply for this classification).

Prior to its 2021 merger with Graham, MW was one of the nation’s top Native American-owned companies (as recognized by the Department of Commerce’s Minority Business Development Agency and the National Minority Supplier Development Council).

Additionally, MW project teams volunteered with The People Concern in Santa Monica, serving meals and coordinating activities for unhoused individuals at its Annenberg Access Center at 5th and Olympic. Later, we worked with Boys & Girls Clubs of Santa Monica and KFA Architecture to show kids architecture and construction basics in a summer class at the Mar Vista Gardens housing project.

Early Outreach and Prequalification

We will conduct targeted outreach to Santa Monica– and LA-based firms early in predevelopment, including:

- Local subcontractor and vendor engagement sessions
- Coordination with SMC and City resources to identify qualified local businesses
- Prequalification support to expand access for smaller and emerging firms

Breaking Down Contract Packages

Where feasible, we will structure bid packages to enable participation by smaller local firms, increasing access to meaningful scopes of work rather than limiting participation to ancillary services.

Tracking, Reporting, and Accountability

We will implement a transparent tracking and reporting structure to monitor local and MWBE participation throughout design and construction, ensuring accountability to project goals and allowing for real-time adjustments.

Workforce and Student Integration

Consistent with SMC’s goals, we will explore opportunities to:

- Partner with local workforce development programs
- Provide pathways for student internships, apprenticeships, and project-based learning tied to participating local firms

Student Opportunities

Student Opportunities

JUMPSTART: CAPSTONE'S INTERNSHIP PROGRAM

One of Capstone's most innovative and creative diversity, equity and inclusion efforts is a project-specific internship program, called Jumpstart. In recognizing the need for quality, paid internships for those from diverse backgrounds in all areas of commercial real estate, we engage with our partners to provide project-related positions for students within design, engineering, construction and real estate development, management and related fields. Through a competitive application process, students from all majors have the ability to gain real world experience with a number of world class firms involved with a project. We have seen these types of internship opportunities broaden the career aspirations of many students and we look forward to the opportunity to engage with Santa Monica College students to create an internship program around this Project.

INTERN TESTIMONIAL

“Thank you for the experience this summer on the Mines project! I learned a lot about a field that, though I had never thought of going into before, can now see myself enjoying as a career path.”

Jake, Mines Student
Mines Park Intern Summer 2024



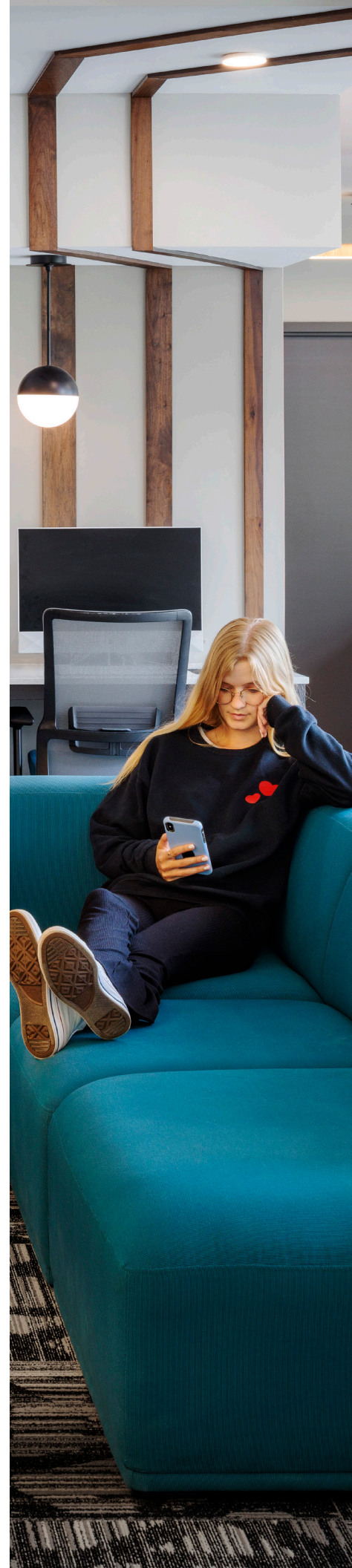
Students in the Jumpstart Program at Florida Polytechnic Student Housing #3.

STEPSTONE: BUILDING A PATH TO AFFORDABILITY IN HIGHER ED

The rising costs of education and student housing has been increasingly challenging to our mission of working to improve the college experience for students at campuses across the country. As part of our company-wide 2019 strategic planning retreat, the Principals and staff of CDP overwhelmingly noted affordability as the single greatest challenge to students desiring a post-secondary education -- now and in the future. Further illustrating the financial pressures on today's students is the continued research performed by the Hope Center, indicating a substantial percentage of students, attending both 4-year and community colleges, with food or housing insecurity, or homelessness. The results of our company discussion around affordability in higher education, and what we as a company can do to positively impact rising educational and housing costs for those most in need, was the creation of a program we refer to as the Stepstone Initiative.

Stepstone was seed funded by CDP's Principals and as an ongoing initiative, this initial funding is augmented through a contribution of a portion of company profits every year. The first CDP Stepstone contribution/scholarship fund was put in place at Arizona State University in 2020. The initial contribution at ASU seed-funded a need-based student housing assistance fund that is managed and distributed by the ASU foundation. Since the initial seed funding from Stepstone, additional contributions from our development team partners and others have grown this assistance fund to nearly \$100,000. Several other Stepstone-seeded programs have been or are being implemented and funded across the country in an effort to increase access to higher education and we look forward to discussing this program in greater detail with Santa Monica College.

The fundamental mission of Stepstone is to provide seed funding to incentivize larger contributions from partner organizations for scholarships that can be managed by university administrators to provide housing or tuition assistance to students who have the greatest financial need.



Appendix

ATTACHMENT 3- PRE-DEVELOPMENT AGREEMENT (TEMPLATE)

THIS PRE-DEVELOPMENT AGREEMENT ("Agreement") is entered into on this _ day of [XXX] (the "Effective Date") by and between Santa Monica Community College District (hereinafter "District" or "Santa Monica College") and Developer, [XXX] (hereinafter "Developer" and together with District, collectively the "Parties" and each, a "Party"), with reference to the following:

RECITALS

WHEREAS, the District issued a Request for Qualifications, dated November 8, 2023 ("RFQ"), to seek qualifications from interested developers for the development of a student housing project on the Bundy Campus for Santa Monica College.

WHEREAS, in response to the RFQ, the Developer submitted its qualifications dated December XX, 2023.

WHEREAS, the District shortlisted three developers under the RFQ in January 2024.

WHEREAS, the District issued a Request for Proposals, dated March 4, 2026 ("RFP"), to seek Proposals from the developers shortlisted under the RFQ for the developer to enter a Pre-Development Agreement and to create and/or use a Developer-affiliated 501(c)(3) entity ("Project Company") to enter into a joint occupancy ground lease to facilitate the development of a student housing project on the Bundy Campus for Santa Monica College.

WHEREAS, in response to the RFP, the Developer submitted its Terms dated [XXX].

WHEREAS, the District has selected the Developer for the negotiation of definitive agreements to finance, develop, design, construct and operate a student housing project (the "Project"), and the District desires to enter into this Agreement with the Developer to enable the Developer to engage in certain pre-development activities in furtherance of such negotiations.

WHEREAS, the District acknowledges that through the pre-development activities contemplated by this Agreement, the Parties will work together in good faith to define and refine the programmatic elements of the Project, including unit-type, total bed count, total square footage area, and any ancillary facilities and the subsequent design phases in accordance with the preliminary Pre-Development Schedule attached as Exhibit "A" (Pre-Development Schedule).

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Pre-Development Generally.

A. General.

- (i) Subject to the conditions that the District, Developer, and the Project's financing parties first come to agreement on all terms, conditions, and other aspects of the Project's structure, ownership, development, construction, financing, operation, maintenance, and management (collectively, the "Preliminary Closing Conditions"), District currently anticipates that it shall, at the Project's Financial Closing, enter into a ground lease with a non-profit special purpose entity (the "Project Company"), for the purposes of achieving the desired financing method for the Project. Following approval by District of a plan for financing for the Project, Developer will: (a) satisfy the requirements of the proposed financing; (b) negotiate the terms of the financing documents; (c) close the financing; and (d) otherwise implement the financing plan for the Project (all with the approval of District), provided that in no event shall Developer have any financial obligations with respect to financing except to guaranty the completion of construction.
- (ii) The Parties agree to pursue all pre-development activities pertaining to the Project with a cooperative, good faith effort, with due diligence, and in a commercially reasonable manner, including without limitation, the pre-development services to be performed by Developer and the District (the "Services," as set forth in Exhibit "B" (Services)) and various types of Project delineation and support to be provided by the District, including but not limited to, identification of a useable site for the Project and providing Developer existing, relevant reports on the site such as environmental and geotechnical analysis, title opinions, market and feasibility studies, and other materials associated with pre-development activities performed by District. It is the goal of both Parties to achieve financial closing; to obtain the funding for the design, construction and development of the Project (the "Financial Closing"); to commence construction of the Project on or about XXX; and to facilitate student occupancy no later than August XXX, at a rental rate to be charged per bed that is affordable to District.

B. Preliminary Non-Binding: Development Proposal: Negotiation of Development Agreement. Developer has submitted its preliminary development proposal as attached hereto as Exhibit "E" (Development Proposal) (collectively, the "Development Proposal"). The Parties shall further cooperate in good faith to develop the terms and conditions for the structure, ownership, development, design, construction, financing, operation, maintenance, and management of the Project (collectively, the "Development"), using the Development Proposal as a reference point. In that regard, Developer does hereby agree to confirm and to continue to develop, in a timely manner, its assumptions and projections on which the Development Proposal is based. The Parties agree to continue to engage with each other on updated schedules, budgets, and plans for, and all other aspects of, the Project. Developer shall: (i) enter into appropriate contractual agreements with project consultants, (ii) work with the Architect to complete the design phase of the Project; (iii) secure the necessary governmental approvals, consents, licenses, and permits for the Project; (iv) work with a general contractor to price the plans; (v) work with the Bond Underwriter to create the financial models to facilitate underwriting of the Project; (vi) engage in the selection of the Project Company (or other parties, as applicable) to execute acceptable development, financing, management, and/or other appropriate contracts) at

Financial Closing, (vii) submit a final Project development budget to District, and (viii) arrange the Project's financing and the Financial Closing, the terms and conditions of each of the final agreements for Financial Closing and other matters identified in the foregoing items (i) through (viii) being subject in all respects to the reasonable approval of District. Subject to the satisfaction of the Preliminary Closing Conditions and the occurrence of the Financial Closing, Developer shall thereafter schedule and monitor the commencement and completion of the Project construction.

- C. Other Consultants/Sub-Consultants. The Developer shall meet, confer and coordinate as reasonably requested, by the District, with consultants employed by the District as set forth in Exhibit "C" (Approved Professionals) in the production of work related to the District's Services as listed in Exhibit "B" (Services) and performed under this Agreement.

The District hereby approves the Developer's Consultants set forth on Exhibit "C" (Approved Professionals) to be used in performing the Services. The Developer shall not substitute any consultants identified in its proposal responding to the RFP without the written approval of the District. Nothing in the foregoing provision shall create any contractual relationship between the District and the professionals and consultants engaged by the Developer or between the Developer and the professionals and consultants engaged by the District under the terms and conditions of this Agreement. Except with respect to any reimbursement required to be made by the District pursuant to the terms of this Agreement, the Developer and the District are solely responsible for payment of any Consultants that the Developer or District respectively retains. The Developer will not create or knowingly permit any liens to be recorded against the Project Site in the performance of Services pursuant to this Agreement. If a lien is recorded against the Project Site as a result of such Services, the Developer shall cause such lien to be released or discharged by bond or otherwise as soon as reasonably practicable following receipt of written notice from the District.

2. Designated Representative of Each Party; Notices. The Parties agree that in order to facilitate an efficient working relationship throughout the term of this Agreement, [XX], primarily, or [XX], secondarily, will serve as the designated representative and "point person" for District, and [XX], primarily, or [XX], secondarily, will serve in the same capacity for Developer. Certainly, others will be actively involved in the process, but all official communication should flow through these designated representatives. Each Party may replace or appoint additional designated representative(s) from time-to-time upon written notice to the other Party. Every notice, request or other statement to be made or delivered to a Party pursuant to this Agreement shall be directed to such Party at the address or email given immediately below such Party's signature on this Agreement or to such other address or email as the Party may designate in writing from time-to-time. Each Party, by written notice to the other Party, shall have the right to specify one additional address to which copies of notices shall be sent. Except as provided otherwise in this Agreement, any notice, request, statement, payment, or other communication (including, without limitation, by e-mail or mail where transmission confirmation is received) shall be deemed to have been given on the date on which it is received by the recipient.
3. Term; Termination.

B. Term. The term and effectiveness of this Agreement (the "Term") shall commence upon the Effective Date and shall terminate upon the earliest to occur of the following:

- (i) the effective date of the Financial Closing of the Project;
- (ii) the effective date of any termination of this Agreement by District pursuant to Section 3(B) (District Termination Rights);
- (iii) the effective date of any termination of this Agreement by District pursuant to Section 5 (Development and Construction Schedule);
- (iv) the termination of this Agreement by either Party as a result of a material breach or default by the other Party of any of its undertakings or obligations under this Agreement which has not been cured within thirty (30) working days after receiving written notice of such breach or default from the non-defaulting Party (should the defaulting Party not take steps or present a plan to cure the default within ten (10) working days' of such written notice, the non-defaulting party shall have the right to stop work until such efforts have begun in earnest or such plan is presented); and
- (v) such other date as the Parties may mutually agree in writing.
- (vi) Two calendar years from the date of this Agreement.

C. District Termination Rights. In addition to any other rights it may have under this Agreement, at law, in equity, or otherwise, District may unilaterally terminate this Agreement for its convenience at any time during the term of this Agreement (a "Termination for Convenience") upon thirty (30) working days' prior written notice to Developer. The date on which Developer receives such notice is referred to herein as the "Termination for Convenience Notice Date."

4. Exclusivity. During the Term, District agrees to negotiate exclusively with Developer with respect to the Development of the Project.

5. Development and Construction Schedule. Developer has developed a project development schedule ("Development Schedule"), attached hereto as Exhibit "A" (Pre-Development Schedule). The Parties contemplate and will work toward completion of the Project in time for occupancy by no later than August XX. In order to meet the Project occupancy date goal, Developer (with the cooperation of District) will work toward completion of all pre-construction activities, including, without limitation, securing all regulatory approvals (with the exception of any applicable CEQA certification), closing the financing, and finalizing construction plans and specifications by no later than XX. The Parties agree that the aforementioned "Development Schedule" constitutes nonbinding progress goals during the life of this Agreement. The Parties understand and agree that in the event that construction is not commenced by XX, then District may elect to terminate

or extend this Agreement, and in the latter case the Parties will work cooperatively towards a revised delivery date, if such delivery is determined to be feasible and in District's best interests.

6. Pre-Development Budget, Pre-Development Expenses, Pre-Development Fee, and District Expenses.

A. Generally. The Parties have expended, and will continue to expend, in good faith money to engage third parties in furtherance of the Development of the Project. Such expenditures incurred by the Parties thus far, and anticipated to be expended, in furtherance of the Development of the Project are specifically described in that certain "Pre-Development Budget" attached hereto as Exhibit "D" (Pre-Development Budget) (such budget, as amended, modified, and/or supplemented from time-to-time with the Party's prior written consent (not to be unreasonably withheld, conditioned, or delayed) in each instance, the "Pre-Development Budget"). The expenditures identified and agreed to in the in the Pre-Development Budget are collectively referred to in this Agreement as the "Pre-Development Expenses". The Pre-Development Budget also refers to a pre-development fee, referred to in this Agreement as the "Pre-Development Fee" (50% of the anticipated Development Fee which shall be deemed fully earned at Financial Closing and contained in the final Development Agreement entered into at Financial Closing) For the avoidance of doubt, the Pre-Development Fee shall not in any event be deemed or construed to be included in the definition of, or to otherwise constitute, a Pre-Development Expense. The "District Expenses" identified in the Pre-Development Budget (Exhibit "D" (Pre-Development Budget)) refers to expenses (including actual costs incurred) by District in furtherance of the Development of the Project.

B. Accrual of Pre-Development Expenses, Pre-Development Fee, and District Expenses.

The Parties respective portion of the Pre-Development Budget, shall be paid to the Parties at the Financial Closing with proceeds of the Project's financing arranged by Developer; provided, however, that:

- (i) If District exercises its Termination for Convenience rights under Section 3(B) (District Termination Rights) solely for reasons entirely within its control, then District shall, within 30 days after the effective date of such termination, reimburse Developer in an amount equal to the Pre-Development Expenses incurred through the Termination for Convenience Notice Date as indicated in Exhibit "D" (Pre-Development Budget) along with a prorated share of the Pre-Development Fee as reflected in Exhibit "D" (Pre-Development Budget). District's liability for the Pre-Development Expenses shall not, without prior written approval of the District, exceed the aggregate amount of [XX]. District's liability for the Pre-Development Fee shall not in any event exceed the aggregate amount of \$[XX]. The District's total exposure to Developer, without prior written approval, shall not exceed \$[XX].
- (ii) If District exercises its termination rights under Section 3(A)(iv) (Term) due to a breach or default by Developer, then District shall not have any obligation or

liability whatsoever to Developer, whether for Pre-Development Expenses, the Pre-Development Fee, or otherwise, and in the event that such termination is due to the gross negligence or willful misconduct of Developer, Developer shall be liable to reimburse District for any portion of the Pre-Development Fee already paid to Developer, and the District's Expenses accrued and/or paid to date, in an amount not exceed [\$ _____].

- (iii) If the agreement is terminated under sections 3(A)(v) (Term) or 3(A)(vi) or if at any time during the Term, the Parties determine and agree that the viability of the Project is jeopardized due to changes in entitlements, restrictions, Force Majeure Event, or zoning affecting the Project (the "Closing Risks"), the Parties shall work together in good faith to maintain the viability of the Project, either through modifications to various aspects of the Project, modifications to the transaction structure for the Project, or otherwise. If despite such efforts of the Parties, the Parties mutually determine in good faith that the Project is no longer viable due to the Closing Risks, then District shall pay Developer an amount equal to fifty percent (50%) of the Pre-Development Expenses actually incurred by Developer as of such date. In addition, the District shall have the obligation to pay to Developer fifty percent (50%) of the Pre-Development Fee pro-rated through the date of termination. Such amount payable by the District shall be offset by an amount equal to fifty percent (50%) of the total District Costs actually incurred by the District through the date of such termination but not to exceed [\$ _____]. The sums paid by the District (and the amount offset by the Developer) shall be each such Party's sole and exclusive remedy.
- (iv) Notwithstanding the foregoing or anything herein to the contrary, in the event that Financial Closing is delayed beyond [_____] or the parties mutually agree to terminate this Agreement because a CEQA exemption determination has not yet been secured, such termination shall be deemed a termination for convenience by the District.

D. Definition of Force Majeure. As used in this Agreement, the term "Force Majeure" means an event, circumstance, cause, or condition that is beyond the reasonable control of, and without the fault or negligence of, a Party and includes, without limitation: (a) sabotage, riots, or civil disturbances; (b) acts of God; (c) acts of a public enemy (d) terrorist acts affecting a Party, the Santa Monica College Bundy Campus, the District, or the Project; or

(e) volcanic eruptions, earthquake, hurricane, tsunami, flood, ice storms, explosion, fire, lightning, landslide, or similarly cataclysmic occurrence. Economic hardship of or suffered by a Party shall not constitute a Force Majeure event under this Agreement.

E. Transfer of Ownership of All Plans, Designs, Documents, and Other Work Product. The District may elect to purchase from Developer its interest in Work Product, as hereinafter defined. In such event, District shall pay to Developer one hundred (100%) of the Pre-Development Expenses incurred by Developer prior to the termination date, and, Developer shall transfer, assign, and convey to District (or its nominee or designee) all of Developer's rights to the Work Product. "Work Product" shall include all plans, designs, design models, drawings, documents, data, intellectual property, materials, things, and other work and work product developed by or on behalf of Developer for or in connection with, or relating in whole or in part to, the Development or the Project. In furtherance of the

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foregoing, Developer shall execute and deliver to District such deeds, bills of sale, assignments, and other documents and instruments as District may reasonably request in

order to effect or otherwise evidence such transfer, assignment, and conveyance to District (or its nominee or designee).

7. Development Agreement. Developer acknowledges that the District plans to enter a ground lease with the Project Company. District acknowledges that Developer plans to enter into a definitive development agreement with the Project Company for the Project to be effective at the Financial Closing (a "Development Agreement").

A. Substantial Completion Standard. The Development Agreement with respect to the Project will require the Developer to complete the Project by the date agreed upon in the Development Agreement in accordance with the substantial completion standard expressed therein ("Substantial Completion Standard") and provide for a liquidated damages remedy based on a "temporary housing" concept that is comparable to what is currently being provided in the marketplace, as well as student transportation costs to campus and other relative costs, in comparable privatized financing transactions in the United States in the case of unexcused late completion.

(i) _____

Reserved.

Deleted: <#>Development Fee. The Development Agreement shall also provide for (A) the payment to the Developer of (i) a development fee of XX (XX%) of the total development budget ("Development Fee") (but such percentage shall not be assessed against the Development Fee, the Developer Reimbursables (as defined herein), marketing expenses and start-up expenses) plus (ii) developer reimbursables of an amount not to exceed XX Dollars (\$XX) after Financial Closing ("Developer Reimbursables").¶

¶ The Development Agreement will provide that the Development Fee is to be paid by the Project Company to the Developer as follows:¶

¶ an amount equal to XX (XX%) of the Development Fee shall be earned for services rendered prior to the Financial Closing and shall be paid to the Developer at the Financial Closing;¶

¶ the balance of the Development Fee shall be paid as follows: (a) an amount equal to XX percent (XX%) of the Development Fee shall be paid to the Developer in equal monthly payments during the scheduled construction period beginning the month following the month in which Financial Closing occurs; (b) an amount equal to XX percent (XX%) of the Development Fee shall be paid to the Developer on satisfaction of the Substantial Completion Standard; and (c) XX percent (XX%) of the Development Fee shall be paid to the Developer on final completion.

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Deleted: In addition to the Development Fee and Developer Reimbursables set forth above, the Development Agreement shall provide that the Developer shall be entitled to receive XX percent (XX%) and the receiving XX percent (XX%) of any savings remaining in the total development budget at final completion.¶

Deleted: <#>Construction Management Fee. The Development Agreement shall also provide for the payment to the Developer of a construction management fee of XX (XX%) of the total development budget ("Construction Management Fee").¶

8. Structure and Payment of Development Fee. Developer agrees that its development fee ("Development Fee") shall be accrued and paid in the following manner: (1) 50% of the total Development Fee to be accrued over the 18-month Pre-Development period, payable under terms discussed in this agreement, upon Financial Closing the entirety of the Pre-Development Fee shall be deemed earned, the Pre-Development Fee (i.e. 50% of the Development Fee) shall be paid in lump sum at Financial Closing, (2) 40% of the total Development Fee to be paid in equal monthly installments during the construction period, and (3) 5% of the total Development Fee to be paid in lump sum upon the granting of a Certificate of Occupancy by the authority having jurisdiction allowing the Project to be occupied by eligible residents with executed leases and (4) 5% of the total Development Fee upon Final Completion. Parties agree that the sums and timing of these payments must be acceptable to the Project's source(s) of financing. Total Development Fee will be XX% of Total Project Cost, in accordance with Attachment A of Developer' Response to the District's RFP dated XX. In addition to the Development Fee and Developer Reimbursables set forth above, the Development Agreement shall provide that the Developer shall be entitled to receive XX percent (XX%) and the receiving XX percent (XX%) of any savings remaining in the total development budget at final completion.

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9. Supporting Documentation: Audits.

A. Supporting Documentation. Developer shall submit monthly reports to District with appropriate documentation evidencing the incurrence of each of the Pre-Development Expenses and the calculation of all or any portion of the Pre-Development Fee in the form of copies of invoices, receipts, vouchers or the like, in order for Developer and District to determine that such items constitute Pre-Development Expenses incurred, or a Pre-Development Fee payable, in accordance with the terms and conditions of this Agreement. These amounts shall include expenses incurred by the Developer in creating and/or affiliating with the non-profit 501(c)(3) Project Company to act as owner of the Project and other costs incidental to preparing for the Financial Closing.

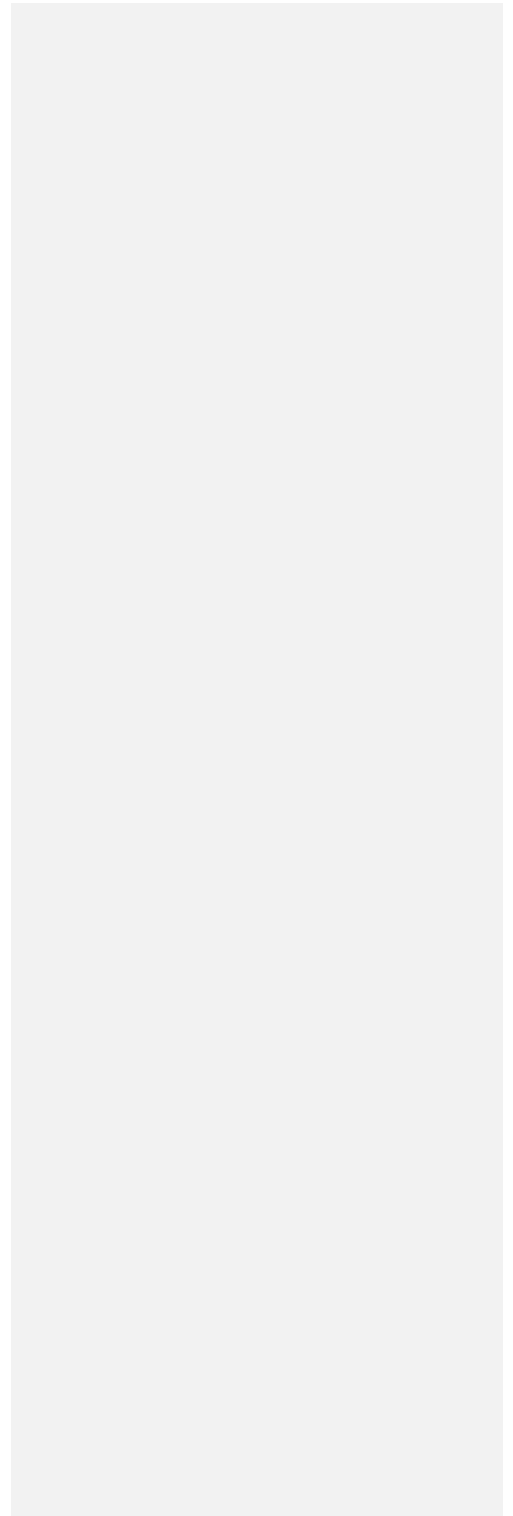
B. Audit. At its option, District may from time to time, at its expense, review the books, accounts, and financial information of Developer regarding the Pre-Development efforts, including by being audited by an independent auditor selected by District. Developer agrees to cooperate with such auditor and to make any of its books, accounts and financial information of Developer regarding the Project available to the District or such auditor. If an audit discloses a material discrepancy (i.e., a discrepancy by more than five percent in the aggregate with respect to the expenses or fees being audited), Developer shall reimburse District for the cost of the audit. Any adjustments in amounts due and owing by either Party to the other Party shall be promptly paid by the Party owing the amounts due.

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10. Labor and Wages.

A. Developer shall pay, and cause its Professionals to pay or cause to be paid by its consultants and contractors, each worker employed in the construction, rehabilitation, or building maintenance services of the Project not less than the prevailing wage rate for the worker's craft or trade as determined by the California Division of Labor. Project will be registered with the DIR.

B. Developer and Developer' Professionals shall comply with all State and Federal laws.



C. Developer and its Professionals shall ensure that every employee, worker, or agent of each or either of them has all required licenses and training to perform the services for which engaged and is lawfully authorized to work and to perform such services. Developer and its Professionals shall ensure that every employee, worker, and agent of each or either of them is aware of and agree to abide by District policies and procedures at all times on District property and while interacting with any District personnel or students. The District's policies and procedures can be found at XX. To the extent any of the policies and procedures are amended during Pre-Development or construction period, District shall provide written notice of the changes or modifications within 10 working days of the changes taking effect, and to the extent such amendments result in increased Project costs or a delay in schedule, the budget and schedule for the Project shall be adjusted to reflect such impact. If District reasonably determines that any person associated with Developer or its Professionals has violated District policies, such person shall be removed from and prohibited access to District Property. If requested by the removed person, the District will provide a written explanation.

11. Alternative Dispute Resolution. The Parties agree that any dispute between the Parties arising from or in any way related to this Agreement or the Project will first attempt to be resolved through non-binding mediation with a mediator that is mutually agreeable to the Parties, and if the Parties are unable to resolve any such dispute in non-binding mediation, then any such dispute shall be resolved through the XX Court. Both Parties shall share the costs of the dispute resolution process equally, although the attorneys and witnesses or specialists utilized by the respective Parties shall be the direct responsibility of each Party engaging such attorneys, witnesses, or specialists, and their fees and expenses shall be the responsibility of the respective Parties.
12. Entire Agreement. This Agreement and the Exhibits A (Pre-Development Schedule) through F(Project Area) attached hereto (which are incorporated into this Agreement by this reference) constitute the entire agreement between the Parties relating to the subject matter hereof, and may be amended, modified, or supplemented only in a writing executed by each Party.
13. Due Authorization: Binding Agreement. Each Party represents and warrants (as to itself only) that the signatory signing on behalf of such Party is duly authorized by such Party to execute and deliver this Agreement on behalf of such Party, and by its signature does bind such Party to the terms of this Agreement.
14. Controlling Law. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of California (without reference to its conflict of law principles), and the United States, including but not limited to any law pertaining to prevailing wage, discrimination, and professional conduct.
15. No Partnership or Joint Venture. The Parties agree that nothing herein shall serve to create any agency, employment, or other master-and-servant, partnership, joint venture, or fiduciary relationship between the Parties.
16. Audit. The Parties understand that if this Agreement involves the expenditure of public funds in excess of \$10,000, it is subject to examination and audit by the California State Auditor, pursuant to Government Code Section 8546.7.

17. Developer Hold Harmless of District.

A. Developer shall defend, indemnify and hold harmless District and its officers, agents and/or employee (the District Indemnified Parties") from and against any and all third-party Claims (as defined in Section 17(C) (Certain Defined Terms)), to the extent caused by Developer: (i) breach of any obligation, representation, or warranty contained herein; and/or (ii) negligence or willful misconduct of the Developer, its agents or employees related to the performance of the services rendered pursuant to this Agreement except to the extent caused by the ~~negligence or willful misconduct of the District.~~ Without limiting the generality of the foregoing, Developer shall also indemnify, defend, and hold harmless District for, from, and against any and all third party Claims arising out of, relating to, or in connection with: (1) any payment or other claim or dispute between Developer, on the one hand, and any of the consultants, contractors, or subcontractors (of any tier) of Developer, on the other hand (if such payment or other claim or dispute is not a result of any payment or other claim or dispute between District and Developer pertaining to this Agreement, or any aspect of the Project); (2) the acts or omissions of, or the misconduct of, any consultants, contractors, or subcontractors (of any tier) of Developer; and/or (3) a failure of Developer to obtain District's approval or consent where required under this Agreement; provided, however, that Developer shall have no liability with respect to any reduction in value of the Santa Monica College Bundy Campus due to information merely discovered by Developer during its Pre-Development Activities or other loss, damage, or expense resulting from a legal obligation of Developer or its agents to report a matter pertaining to the Project. The obligations of Developer under the foregoing provision shall survive the expiration or earlier termination of this Agreement with respect to any Claims arising prior to such termination. The obligations of Developer under this Section 17(A) shall be independent of, and in addition to, those of Developer under Section 17(6) (Environmental). In no event shall Developer' obligations under this Section 17(A) be limited to or by the amounts (if any) of insurance proceeds recovered by it with respect to such obligations or otherwise.

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6. District shall indemnify and hold harmless Developer and its officers, agents, and employees (the "Developer Indemnified Parties") from and against any and all third party Claims (as defined in Section 17(C) (Certain Defined Terms)), to the extent caused by the ~~negligence or willful misconduct of the District, its agents or employees in the performance of the services rendered pursuant to this Agreement on the Project Site, except to the extent caused by the negligence or willful misconduct of the Developer Indemnified Parties.~~ The obligations of District under the foregoing provision shall survive the expiration or earlier termination of this Agreement with respect to any Claims arising prior to such termination.

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C. Environmental. Developer shall indemnify, defend, and hold harmless District and its Indemnified Parties for, from, and against Claims arising out of or relating to any Developer Environmental Conditions. Each Party shall promptly notify the other Party if it becomes aware of any presence, deposit, spill, or release of (or exacerbation of any presence, deposit, spill, or release of) any Hazardous Substance on or about the Santa Monica College Bundy Campus. The indemnity obligations of Developer under this Section 17(6) shall survive the expiration or earlier termination of this Agreement with respect to any Claims arising prior to such termination. The indemnity obligations of Developer under this Section

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17(6) shall be independent of, and in addition to, those of the Parties under Section 17(A) (General). In no event shall Developer' indemnity obligations under this Section 17(6) be limited to or

by the amounts (if any) of insurance proceeds recovered by Developer with respect to such obligations or otherwise.

D. Certain Defined Terms. As used in this Section 17,

- (i) the term "Claims" means any and all liabilities, obligations, damages, losses, demands, penalties, fines, claims, actions, suits, judgments, settlements, costs, expenses, and disbursements (including, without limitation, reasonable, actually incurred legal fees, expenses, and costs of investigation) of any kind and nature whatsoever, including, without limitation, those arising out of property damage and personal injury and bodily injury (including, without limitation, death, sickness, and disease);
- (ii) the term "Hazardous Substance" means any substance, waste or material which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, including, without limitation, petroleum, its derivatives, by-products and other hydrocarbons and asbestos, and which is or becomes regulated by any applicable governmental authority, including, without limitation, but only to the extent applicable, any agency, department, commission, board, or instrumentality of the United States, the State of California or any political subdivision thereof; and
- (iii) the term "Developer Environmental Conditions" means: (a) any Hazardous Substances or objects creating dangerous environmental conditions that are introduced, transported, or brought to the District by Developer, any of its consultants, contractors, or subcontractors (of any tier) or any other person or entity under Developer' authority or control; (b) any Hazardous Substances or dangerous environmental conditions are spilled, released, created, or otherwise exacerbated by Developer (and with the discovery by Developer and/or any of its consultants, contractors, or subcontractors (of any tier) or any other person or entity under Developer' authority or control of a District Environmental Condition not constituting an exacerbation), any of its consultants, contractors, or subcontractors (of any tier) or any other person or entity under Developer' authority or control; and/or (c) Developer, any of its consultants, contractors, or subcontractors (of any tier) or any other person or entity under Developer authority or control engages in conduct (or fails to engage in conduct) in violation of any applicable law, rule, or regulation pertaining to Hazardous Substances;

E. Insurance Requirements. Developer, at its sole cost and expense, shall insure its activities in connection with this Agreement, and/or cause the Professionals to insure such activity, as appropriate. In the event that Developer hires any contractors or consultants to perform any part of this Agreement, Developer is responsible for ensuring that these insurance provisions shall apply to each contracting entity. Developer, and each of its contractors and consultants of any tier, shall obtain, keep in force, and maintain insurance as follows (except that Developer sub-contractors may maintain limits of \$2,000,000 per occurrence with a \$4,000,000 annual aggregate for the general liability insurance, and with

respect to Excess Liability coverage, it is Developer option to determine the limit of excess liability that it will require the Professionals, contractors, and consultants to maintain):

- (i) Comprehensive or Commercial Form General Liability Insurance (contractual liability included) as follows:
 - (a.) Each Occurrence: \$2,000,000
 - (b.) Products/Completed Operations Aggregate: \$4,000,000
 - (c.) Personal and Advertising Injury: \$2,000,000
 - (d.) General Aggregate: \$4,000,000

However, if any such insurance is written on a claims-made basis, coverage shall continue for a period of not less than three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the commencement of the Term of this Agreement.

- (ii) Developer will carry Professional Liability Insurance covering its negligent acts, errors, and omissions with a minimum limit of \$1,000,000 for each claim. In addition, architectural and other licensed professionals will carry Professional Liability Insurance with minimum limits of \$2,000,000 and \$4,000,000 in the aggregate. If the above insurance is written on a claims-made basis, it shall continue for the latter of three years following termination of this Agreement or five years following the termination of any Development Agreement entered into by the Parties for the construction of the Project. The insurance shall have a retroactive date of placement prior to or coinciding with the commencement of any professional services performed for this Agreement. Such coverage shall be required of each design architect, engineer, or consultant hired directly or indirectly to perform professional services for this Agreement, and shall include District as an indemnified party for vicarious liability caused by professional services performed for this Agreement.
- (iii) Comprehensive Automobile Liability Insurance covering owned, non-owned, and hired vehicles. The limits of liability shall not be less than a combined single limit of \$2,000,000 per occurrence.
- (iv) Excess Liability, umbrella insurance form, applying excess of primary to the commercial general liability, commercial automobile liability and employer's liability insurance shall be provided with minimum limits of \$5,000,000 per occurrence, \$5,000,000 general aggregate, and \$5,000,000 products/completed operations.

- (v) Workers' Compensation and Employer's Liability Insurance as required by California law and with an insurance carrier registered with the California Insurance Commission.

Insurance required under 17.D.i, 17.D.ii, 17.D.iii, 17.D.iv, and 17.D.v of Section 18 shall be issued by companies licensed to do business with a Best rating of A(XI)- or better and a financial classification of VIII or better (or an equivalent rating by Standard & Poor's or Moody's), or as otherwise reasonably acceptable to District.

The insurance coverage referred to under 17.D.i, 17.D.ii, 17.D.iii, and 17.D.iv of this Section 18 shall be endorsed to include District, its trustees, directors, officers, agents, employees, volunteers, consultants, representatives, and representative's consultants, and the State of California as additional insureds.

In the event that Developer receives notice from an insurer of any modification, change or cancellation of any of the above insurance coverage, it will provide a copy of such notice to District within three business days thereof. If insurance policies are canceled for non-payment, District reserves the right to maintain policies in effect by continuing to make the policy payments and assessing the cost of so maintaining the policies against Developer, which assessments shall be a set-off from any payment or distribution of funds due to Developer under this agreement, if still outstanding at the time of the distribution/payment.

Developer, upon the execution and continuously during this Agreement, shall furnish District with Certificates of Insurance acceptable in form to District evidencing compliance with all requirements noted above in Sections 17.D.i, 17.D.ii, 17.D.iii, 17.D.iv, and 17.D.v.

To the extent Developer has to expend additional funds to achieve the requested insurance coverage, such additional expenses shall be a Pre-Development Expense.

18. Confidentiality; Publicity.

A. Confidential Information. "Confidential Information" shall mean information that is identified as "Confidential" by a Party and that is disclosed in connection with this Agreement. Without limiting the generality of the foregoing, Confidential Information may include: (i) technical and financial information relating to the Project; (ii) information relating to either Party, its ownership, operations, assets, financial, development and operating plans, status and condition, business, contractual agreements or arrangements and the Santa Monica College Bundy Campus; and (iii) correspondence, proposals, and other documents.

B. Exclusions. Notwithstanding the foregoing, Confidential Information shall not include any information that: (1) is in or enters the public domain through no fault of the receiving Party; (2) lawfully was known or becomes known to the receiving Party independent of any disclosure in connection with this Agreement, (3) is disclosed to the receiving Party by another person or entity having a bona fide right to disclose it; (4) is independently developed by a receiving Party; (5) is included in District's Board of Trustees' public

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meeting agenda; or (6) is subject to disclosure under the California Public Records Act or the Brown Act.

- C. Use of Confidential Information. Any Confidential Information shall be used by the receiving Party only for the purposes of performing its obligations under this Agreement or otherwise in connection with the Project.
 - D. Disclosure of Confidential Information. During the term of this Agreement, neither Party shall disclose Confidential Information to any third party other than as provided for herein. The following exceptions shall not be construed as a violation of this section: a Party may disclose Confidential Information to: (a) its affiliates, agents, consultants, accountants, representatives, and legal counsel of such Party in connection with the Project, or otherwise as is reasonably necessary with respect to the Project, whether in connection with the fulfillment of the Preliminary Closing Conditions, pursuing the Financial Closing, or otherwise; (b) in connection with an assignment permitted by Section 20 (Assignment); (c) the Project's financing parties, in each case provided that such disclosure is subject to confidentiality requirements substantially similar to those set forth herein and (d) Compelled Disclosures as provided in this Section 18(F). The receiving Party shall take such steps to protect Confidential Information as such Party normally takes to preserve and safeguard its own information of a similar kind.
 - E. Publicity. Neither Party shall make any public announcement regarding this Agreement without the prior written consent in each instance of the other Party, which consent will not be unreasonably withheld. Any such public announcement must be in form and substance approved by both Parties in each instance, but the Parties mutually acknowledge that because the Agreement relates to a development for a public entity, public announcements about the project will be needed from time to time.
 - F. Compelled Disclosures. If the receiving Party or any of its representatives is compelled by an administrative or judicial order to disclose any Confidential Information, or if District receives a California Public Records Act request identifying disclosable records, then, to the extent permitted by applicable law, the receiving Party shall: (a) promptly, and prior to such disclosure, notify the disclosing Party in writing of such requirement or records requested so that the disclosing Party can seek a protective order or other remedy or waive its rights under this section; and (b) provide reasonable cooperation to the disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure.
 - G. Other Public Entities. District is required to interact with multiple other public entities in its operations, and in furtherance of this Agreement and the Project, including entities with governance authority in the State of California. If requested in writing by Developer, District will designate documents containing Confidential Information as "confidential" in transmitting them to other public entities, but the Parties acknowledge that District has no capacity to control the actions of such other public entities.
19. Entry Upon Site. District hereby grants to Developer, and to its agents, contractors, and employees engaged by Developer to provide services outlined in Exhibit "C" (Approved Professionals) during

the term of this Agreement, the right to enter upon the Project site for the purpose of conducting such services. Developer, and its agents, contractors, and employees, shall: (a) provide 24 hour advance notice prior to entry upon site, (b) not unreasonably interfere with the operation and maintenance of the Santa Monica College Bundy Campus; (c) not damage any part of the Santa Monica College Bundy Campus or any personal property thereon; (d) not injure or otherwise cause bodily harm to District, its agents, contractors, employees, students, or visitors; (e) promptly pay when due the costs of all tests, investigation, and examinations done with regard to the Project; (f) not create or knowingly permit any liens to be recorded against the Project Site in the performance of Services pursuant to this Agreement cause such lien to be released or discharged by bond or otherwise as soon as reasonably practicable following receipt of written notice from the District; and (g) restore the Santa Monica College Bundy Campus to the condition in which the same was found before any such inspection or tests were undertaken. Developer shall, at is sole cost and expense, comply with all applicable federal, state, and local laws, statutes, rules, regulations, ordinances, and policies in conducting its inspection for the Project. This Section 19 shall survive any termination of this Agreement for so long as any potential liabilities or causes of action related to the activities of Developer or its agents are legally cognizable in any court of law.

20. Assignment. Neither Party shall assign this Agreement, or any of its rights hereunder, without the prior written consent of the other Party, in each instance, provided only that District's interests and obligations hereunder shall automatically pass to any successor agency.

21. Notwithstanding anything to the contrary set forth herein, the District agrees that Developer, may collaterally assign its rights and interests to payment of all sums due to Capstone under this Agreement, including any Pre-Development Expenses and Pre-Development Fee, as security for any bona fide loan to facilitate Developer's payment of the Pre-Development Expenses, incurred in the Project, without any need for the District's consent but with written notice to the District of its intent to assign. It is expressly understood, however, that such collateral assignee shall be under no duty whatsoever to perform or carry out any of the obligations undertaken by Capstone under this Agreement, nor entitled to any rights of Developer, under this Agreement other than the right to recover the District's express payment obligations hereunder. If Capstone collaterally assigns its rights and interest to payment of all sums due to Developer, under this Agreement, Capstone shall provide in such assignment a requirement of assignee to provide notice to the District of any default by Developer, under such assignment, and Capstone shall provide the District with notice of, and a copy of, such assignment. Should the District receive notice of any such collateral assignment by Developer, the District agrees to promptly copy collateral assignee on any notices provided under the terms of this Agreement that the District is required to send to Capstone, specifically including but not limited to any notices of default or termination. The District agrees that in the event of a collateral assignment, the collateral assignee shall be entitled to the same notice and cure rights as are otherwise available to Developer, under this Agreement. For the avoidance of doubt, Developer may not pledge its interest in the Work Product.

22. Captions. The captions contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement or the intent of any provision contained herein.

23. Counterparts. This Agreement may be executed in one or more counterparts and by the Parties

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- Deleted: not permit any liens arising by reason of Developer' actions in connection with this Agreement to remain attached to the Project for more than ten days after receipt of written notice thereof
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- Deleted: Developer shall and does hereby agree to indemnify, defend, and hold District harmless from and against any and all claims, demands, suits, obligations, payments, damages, losses, penalties, liabilities, costs, and expenses (including but not limited to attorneys' fees) arising out of actions taken in, on, or about the SRJC Campus in the exercise of the inspection and testing rights granted under this Agreement by Developer or its agents; provided, however, that Developer shall have no liability with respect to any reduction in value of the SRJC Campus due to information (... [2])
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under separate counterparts, any one of which need not contain the signatures of more than one Party, but all of which when taken together shall constitute one and the same instrument notwithstanding that both Parties have not signed the same counterpart hereof.

24. Performance. TIME IS OF THE ESSENCE OF THIS AGREEMENT AND OF EACH PROVISION HEREOF.
25. Calculation of Time. The time in which any act required or permitted by this Agreement is to be performed shall be determined by excluding the day upon which the event occurs from whence the time commences. If the last day upon which performance would otherwise be required or permitted is a Saturday, Sunday, or holiday, then the time for performance shall be extended to the next day which is not a Saturday, Sunday, or holiday. To the extent the time period is defined by "working days", working days shall be based on a five day work week (Monday-Friday),

regardless of whether the District is working on a four or five day work week but excluding District approved holidays.

- 26. Integration. This Agreement constitutes the entire understanding and agreement of the Parties, and all prior agreements, understandings, representations, or negotiations are hereby superseded, terminated, and canceled in their entirety, and are of no further force or effect.
- 27. Amendment. This Agreement is not subject to modification or amendment except by a writing of the same formality as this Agreement and executed by the both District and Developer.
- 28. Severability. Nothing contained herein shall be construed as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance, or regulation contrary to which the Parties have no legal right to contract, the latter shall prevail, but the provisions of this Agreement affected shall be limited only to the extent necessary to bring it within the requirements of such law.
- 29. Independent Contractor. The Developer shall perform its Services pursuant to this Agreement as an independent contractor and not as an agent or employee of the District.
- 30. Developer Hiring. The Developer shall not hire any officer or employee of the District to perform any service pursuant to this Agreement.
- 31. Legal and Regulatory Compliance. The Developer shall perform all Services pursuant to this Agreement and prepare documents in compliance with the requirements of laws, codes, rules, regulations, and ordinances applicable to the Project.
- 32. Conflict of Interest. The Developer affirms that to the best of its knowledge, as of the Effective Date, the Services under this Agreement shall be performed on an arms-length basis, and Developer does not have a direct or indirect ownership interest in the parties with whom it is contracting for the Services.

DEVELOPER, LLC

DISTRICT

By: _____

By: _____

Developer

By: _____

Exhibit A

Pre-Development Schedule

The District at its sole discretion reserves the right to amend and/or modify this schedule.

Meeting	Duration	
Final Schematic Design	[•]	[•]
SMC Review Period	[•]	[•]
Review updated Construction Pricing	[•]	[•]
SMC Finance Workshop	[•]	[•]
Not for Profit Project Company kickoff meeting	[•]	[•]
Campus Stakeholder Meeting	[•]	[•]
Final Design Development	[•]	[•]
SMC Review Period	[•]	[•]
Review updated Construction Pricing	[•]	[•]
SMC Finance Workshop	[•]	[•]
Campus Stakeholder Meeting	[•]	[•]
50% Review of Construction Documents	[•]	[•]
SMC Review Period	[•]	[•]
Review updated Construction Pricing	[•]	[•]
SMC Finance Workshop	[•]	[•]
Campus Stakeholder Meeting	[•]	[•]
Final Construction Documents	[•]	[•]
Review Period	[•]	[•]
Review updated Construction Pricing	[•]	[•]
DSA Submittal	[•]	[•]
Campus Stakeholder Meeting	[•]	[•]
DSA Comments Received	[•]	[•]
Revised Construction Documents	[•]	[•]
Financial Close	[•]	[•]
Project Construction	[•]	[•]
Project Occupancy	[•]	[•]

Exhibit B

Services

[Insert Services]

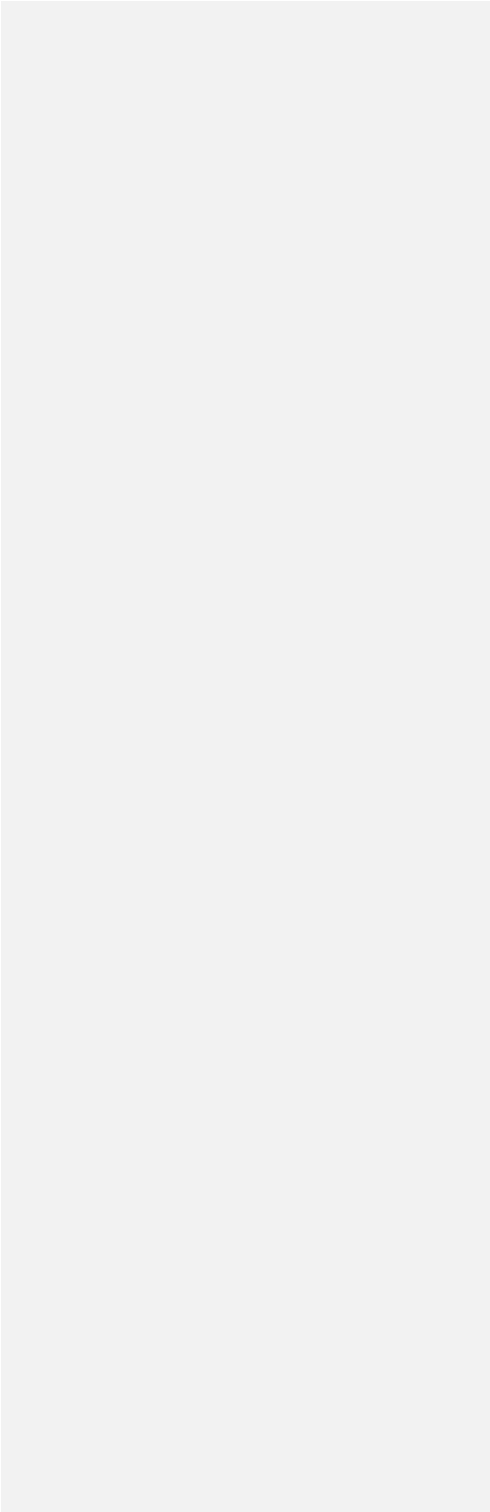


Exhibit C

Approved Professionals

[Insert roles for Developer, Architectural/Engineering, Contractor, Property Management, and Financing. Add rows if needed.]

Role	Firm	Name	Title
Developer			
Architectural/ Engineering			
Contractor			
Property Management			
Financing			

Exhibit D

Pre-Development Budget

[Insert budget for Pre-Development Activities]

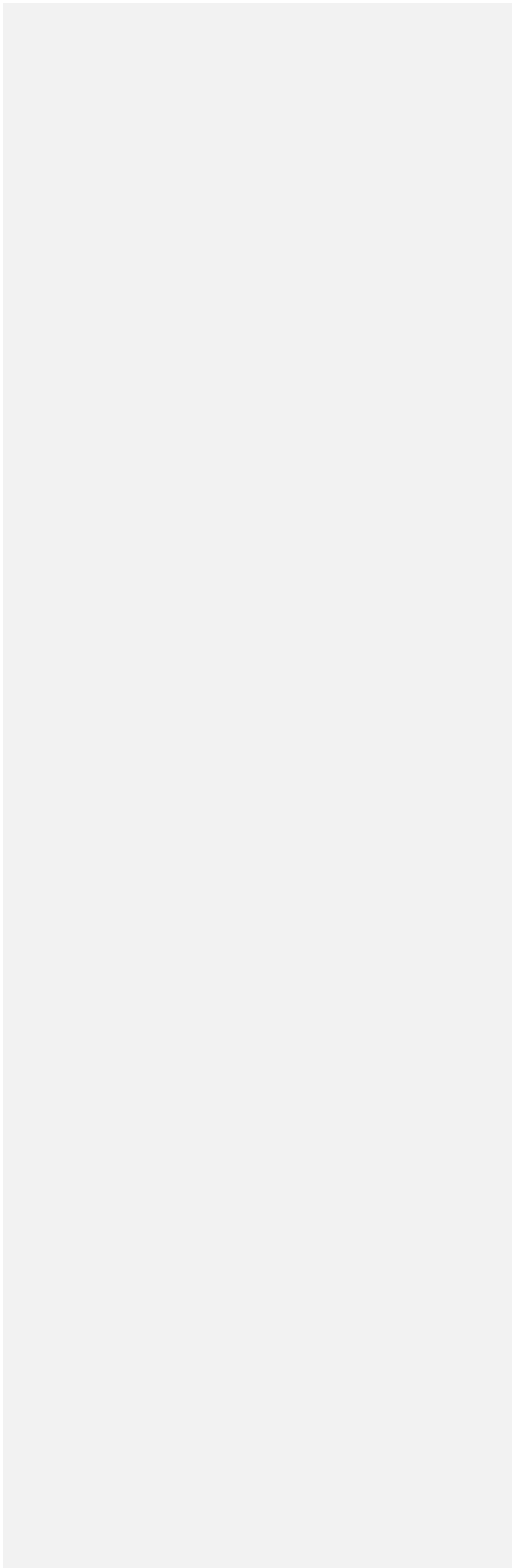


Exhibit E

Development Proposal

Developer's Proposal for Development Services for Student Housing and Joint Occupancy Lease
at Santa Monica College Bundy Campus

([Insert Date of Development Proposal])

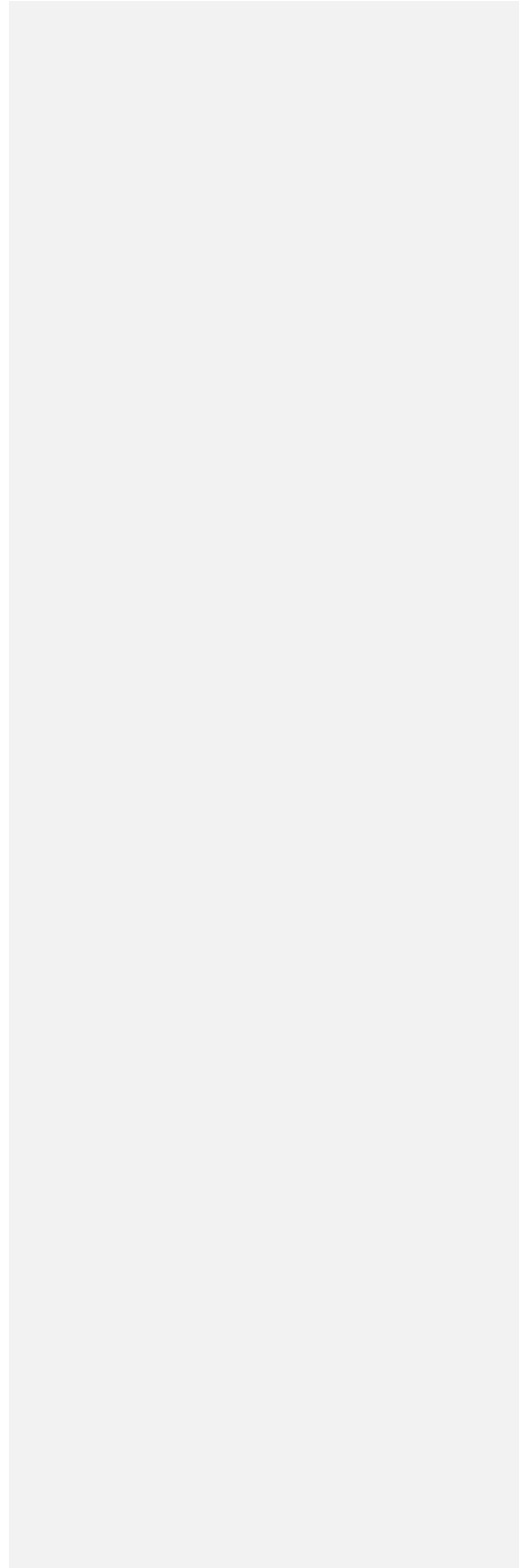
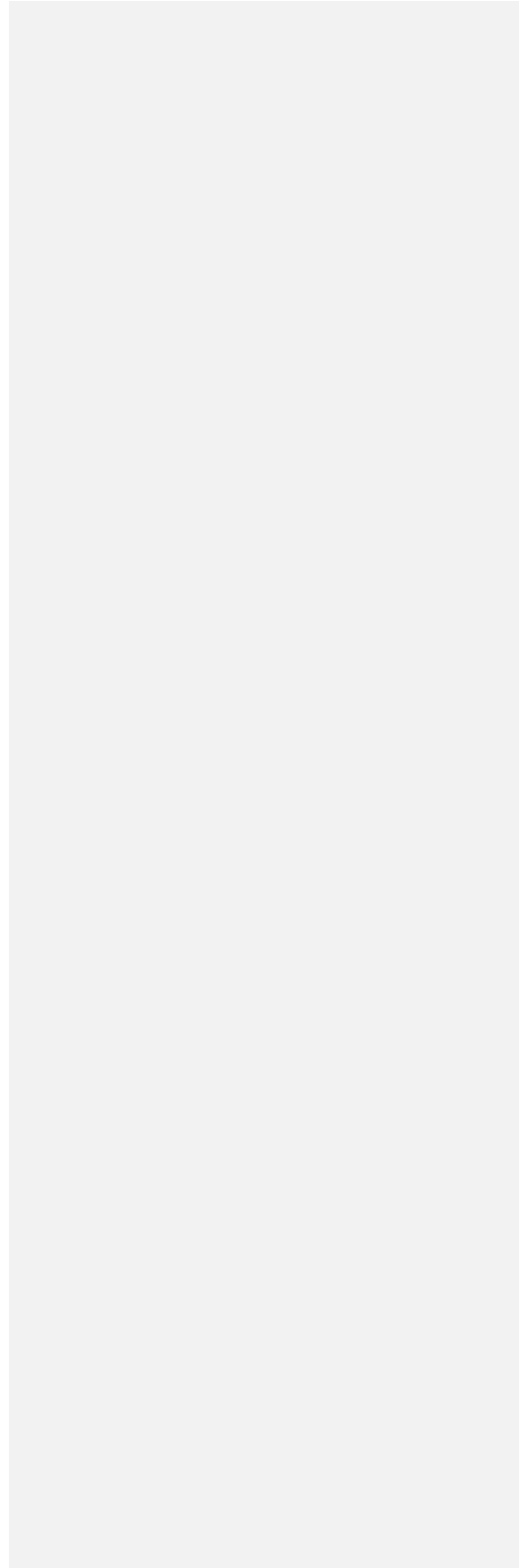


Exhibit F

Project Area

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Appendix C - Development Team



Capstone’s proposed LA area-based Team offers exceptional experience throughout California in the design, development, construction financing and operations of P3 and affordable housing in southern California. We offer a design-build team that is unmatched in talent and experience in creating a sense of place on college campuses and building quality, affordable housing throughout California that will help the project achieve affordable rental rates for the Santa Monica College student.

Capstone offers Santa Monica College a development team with industry leading resources, experience, creativity and flexibility in all aspects of student housing development, design, finance, construction and operations. This is a team with various members who not only have extensive experience working together, but also who have experience designing and constructing affordable housing throughout California-- an attribute which will allow us to hit the ground running, with little to no learning curve, with focus on the College’s affordability goals for this exciting new student community. With track records of effective collaboration, this team will allow you to have confidence that we can, and will, successfully and efficiently plan, program and design this new community to meet and exceed SMC’s goals, objectives and aspirations.

We have been deliberate in assembling a team that combines deep P3 expertise with exceptional local experience. Our integrated team - including HPI Architecture and Planning, Hanbury Architects, Milender White, and Capstone Management Partners (“CMP”) - brings a proven track record of delivering and operating high-quality, affordable, and supportive housing across Southern California, including within Santa Monica.

Developer:	Capstone Development Partners
Operations and Maintenance:	Capstone Management Partners
Local Architect:	HPI Architects
National Student Housing Architect:	Hanbury Architects
Design-Builder:	Milender White

Please refer to the following pages for our complete team qualifications.



Capstone partnered with the ASU Downtown Campus in the second phase of housing to serve its growing downtown campus. Building off the success of Gordon Commons (completed in 2009), Capstone and its team members delivered Fusion on First, to serve upper-division ASU students as well as provide much needed academic space for ASU.

Capstone Development Partners, powered by Lincoln

Capstone Development Partners, powered by Lincoln, brings together two highly complementary organizations to deliver an integrated, full-service approach to student housing and higher-education development. This partnership combines Capstone's deep sector specialization and relationship-driven model with Lincoln's national scale, operational depth, and full real estate lifecycle capabilities—creating a platform designed to deliver superior outcomes for universities and institutional partners.

Capstone Development Partners contributes more than 35 years of exclusive focus on student housing and campus-oriented development, with a proven ability to navigate the complexities of higher education, align diverse stakeholders, and deliver purpose-built solutions that support academic missions. Capstone, originally founded in 1990 by Mike Mouron, and in 2012, as the Capstone Companies split as a result of Mr. Mouron's succession plan implementation, Bruce McKee and Jeff Jones led Capstone Development Partners, focusing on public-private partnerships with colleges and universities and building upon Capstone's strong history of success in the development of student housing and related facilities. Now, with over 70 college and university partners around the country, Capstone Development Partners, powered by Lincoln, is led by William Davis, Managing Principal.

Capstone with Lincoln's over 60 years of national real estate leadership strength, offers broad development expertise, construction and property management

capabilities, capital markets insight, and long-term operational discipline, supported by strong local market execution.

Together, Capstone and Lincoln offer a fully integrated, end-to-end development platform that supports projects from planning and entitlements through construction, operations, and long-term asset performance. Lincoln's experience in master planning and complex mixed-use environments—including developments anchored by athletic facilities and complementary uses such as medical office and retail—enhances Capstone's campus-focused expertise and enables a holistic approach to development that extends beyond housing alone.

For this project, the Lincoln–Capstone partnership delivers meaningful advantages:

- Deeper expertise in student housing and higher education development
- Greater capacity to execute complex projects across diverse markets, integrated services that reduce risk and improve alignment
- Shared commitment to quality, accountability, and long term partnership.

Each project, large or small, will benefit from a unified team that understands institutional processes, respects academic missions, and brings the scale, discipline, and flexibility required to deliver successful, resilient campus environments.

Capstone Development Partners Key Personnel



Managing Principal

Education

B.S., Finance, Real Estate
The University of Alabama

William Davis

Now in his 20th year with Capstone, William leads the firm's strategic planning, operations, and execution of its core business lines, including development, property management and operations, asset management, and interiors. Guided by a commitment to integrity, quality, and partnership, William works closely with the Capstone team to ensure the company consistently delivers outstanding results for its partners and the students it serves.



Role

Project Executive

Education

B.A. International Relations,
University of San Diego

M.B.A., University of San Diego

Chad Izmirian

Chad has worked in student housing development and management his entire career, having first begun as a resident assistant/resident director at the University of San Diego, prior to joining Capstone in 2001. Based out of Capstone's Denver office, Chad serves as the Project Executive and as such manages all of the day-to-day activities and details for projects through the various stages of development to ensure that client expectations are met in regards to budget, schedule and quality. This specifically includes managing the entire team in a collaborative planning and design process, managing the Project budget and facilitating the financial modeling and finance closings, facilitating the entitlement and permitting process, and working with the operations management team to ensure a coordinated and collaborative transition from development to operational phases.

Chad has developed over 10,000 beds of P3 student housing, totaling \$630 Million in development value. His experience includes the management of large, multi-phased projects in urban environments, with challenging entitlement processes and aggressive development schedules. ***His experience is primarily in the western U.S., having led P3s with universities in Arizona, California and Washington, including the development of Gordon Commons at Arizona State University's Downtown Phoenix campus.***

Relevant P3 Experience

- Husky Village Redevelopment, University of Washington Bothell | Bothell, WA
 - Total Cost - \$170M, 1,055 beds | 2 Phases: Delivered in 2023 & 2024
- VIVA 5750, San Diego State | San Diego, CA
 - Total Cost - \$23.5M, 182 beds
- Vi Hilbert Hall, Seattle University | Seattle, WA
 - Total Cost - \$44.7M, 304 beds
- M @ College, San Diego State University | San Diego, CA
 - Total Cost - \$50M, 327 beds
- Three Phases of Housing, University of San Diego | San Diego, CA
 - 752 Beds Total | 3 Phases: Delivered 2002, 2006 & 2007



**Executive Vice
President, On-Campus
Development**

Education

B.A, Rhodes
College

British Studies at
Oxford, St. John's
College Oxford
University

Walker May

Walker joined Capstone in 2003 and has 22 years of experience in real estate, including a variety of experience in both residential and large commercial/mixed-use real estate development. At Capstone, he manages various aspects of the development process including site evaluation, conceptual planning, pro forma creation and analysis, and coordinating the efforts of the Development Team. To date, Walker's experience at Capstone includes the management and delivery of over 9,700 beds of student housing with associated parking, dining, conference, retail and office spaces totaling over \$880 Million.

Recent & Relevant Experience

- Mixed-Use District Master Planning, University of South Florida | Tampa, FL
 - Currently in Pre-Development and Planning Stage
- Phase 3 Housing, Florida Polytechnic University | Lakeland, FL
 - Total Cost - \$40.7M, 400 Beds
- New Residential Village, University of South Florida | Tampa, FL
 - Total Cost - \$133M, 2,171 Bedss
- Champion's Hall, Florida State Univ. Seminole Boosters (FSU DSO) | Tallahassee, FL
 - Total Cost - \$14M, 145 Beds
- Innovation Village, Florida Atlantic University | Boca Raton, FL
 - Total Cost - \$125.3 M, 1,216 Beds, 498,000 SF
- Portland Commons & Student Success Center, Univ. of Southern Maine | Portland, ME
 - Total Cost - \$99.4M, 577 Beds
- Woodlawn Residential and Dining Commons, University of Chicago | Chicago, IL
 - Total Cost - \$158M, 1,302 Beds
- Charles Commons, Johns Hopkins University | Baltimore, MD
 - Total Cost - \$82M, 618 Beds



Vice President, Finance

Education

J.D, Cumberland University

B.S., Birmingham Southern
College

Jordan Gaston

Since 2016, Jordan has led the structuring of the ownership and financing of almost \$1B of Capstone's on-campus and campus-edge student housing and mixed-use developments. Jordan will be responsible for the project financing and will identify strategic capital and ownership structures that fit the needs of this project. His experience of leading the financial transaction planning for new P3 developments has included projects serving the following institutions: University of Massachusetts Boston, University of the Pacific, Seattle University, University of Chicago, University of Southern Maine, Arizona State University, Tufts University and the University of South Florida.



**Vice President,
Construction Management**

Education

B.S., Building Science,
Auburn University

David Morrissey

Since joining Capstone in 2008, David has worked on college and university campuses across the country from southern Florida, reaching north to Boston to Maine, and as far west as Arizona. He has held various roles at Capstone including field engineer, quality control manager and construction manager. Now, as the company's VP of Construction Management, David consults with Capstone's project construction management team serving as a trusted resource for the construction team as well as our University partners. For projects, he manages all aspects of preconstruction and construction services working directly with our contractor and architect partners. Having overseen the construction of over 5,000 beds of both on and off campus student housing at Capstone, he brings a high-level of respect to each of the campuses that he works on, and ensures the same is brought to the campus by our contractor and subcontractor teams.

Relevant Experience

- Innovation Village, Florida Atlantic University | Boca Raton, FL
 - Total Cost - \$125.3 M, 1,216 Beds, 498,000 SF
- Champion's Hall, Florida State Univ. Seminole Boosters (FSU DSO) | Tallahassee, FL
 - Total Cost - \$14M, 145 Beds
- Portland Commons & Student Success Center, Univ. of Southern Maine | Portland, ME
 - Total Cost - \$99.4M, 577 Beds
- Fusion on First, Arizona State University | Phoenix, AZ
 - Total Cost - \$118M, 530 Beds
- Lantana Hall, Arizona Polytechnic University | Mesa, AZ
 - Total Cost - \$34.2M, 374 Beds
- New Residence and Dining Commons, University of Massachusetts | Boston, MA
 - Total Cost - \$163M, 1,077 Beds

Capstone Management Partners

Property Manager

Capstone Management Partners (“Capstone Management” or “CMP”), a wholly owned subsidiary of Capstone Development Partners, is headquartered in Denver, CO. **CMP provides operations and maintenance management specifically and exclusively for student residential communities in close collaboration with our university partners and owners. The company offers a range of services including operations and maintenance services, responsive maintenance and custodial services and preventative maintenance programs.** These services are provided with unmatched excellence in customer service in the context of on-campus university housing programs.

Asset Management Partners

Asset Manager

Asset Management Partners (“AMP”), a Capstone Development Partners’ service, works daily to align operations and facility maintenance with stakeholder interests to ensure university goals of providing high-quality housing and residential life services are met and that financial returns are consistently realized. AMP maximizes project performance through strategic oversight of operations, budgeting, maintenance, and capital renewal planning and implementation. This oversight ensures that assets are actively managed and 3rd party managers, vendors and service providers perform as expected to positively contribute to an asset’s success. AMP services extend to CDP-owned projects and on behalf of university partners, third party and not-for-profit owners. AMP provides oversight of 8,500 beds of student housing and auxiliary space around the country.



STUDENT HOUSING MANAGEMENT

Orange Coast College
Tufts University
Colorado School of Mines
Florida Polytechnic Univ.
Univ. Washington, Bothell
Arizona State Univ. Poly
San Diego State University
University of Florida
California College of Arts
Everett Community College
Brown University
University of Utah

10,032

TOTAL BEDS MANAGED



8,499
On-Campus



1,533
Off-Campus



Senior Vice President

Mike Polzin

Mike has 25+ years of experience in student housing. He began his career in student housing as a community assistant, advancing his career and gaining positions from Resident Director to Assistant General Manager, to Regional Vice President. At points in his career, he has provided oversight for over 50 communities totaling over 30,000 beds of student housing. He has mentored, trained and supervised multiple teams in markets from coast to coast and he led the operational planning and start-up of more than a dozen new developments and the successful transitions of multiple assets under acquisition. Now, Mike leads the entire CMP team consisting of three cell teams which extends to a greater team of over 150 housing leasing, maintenance and management professionals who all contribute to the successful operation of CMP's nationwide portfolio. Mike leads CMP with a focus on customer service, empowering his employees, and improving the communities that we support.

Education

B.A., Justice Studies, Arizona State University



Vice President of
Operations

Jahala Akins

Jahala brings over 18 years of experience in property management and operations to her role of Vice President of Operations. In her role as VP of Operations, she currently oversees a Portfolio of 10,000 beds and any applicable community transitions. Jahala prepares annual budgets and monitors adherence to such budgets, oversees all marketing and leasing strategies, ensures properties maintain maximum occupancy level, rental rates and student satisfaction. She supervises and supports HQ management and CMP's onsite teams. Jahala will work closely with Mike to address performance of site operations and is a primary contact on the CMP team for the University during stabilized operations.

Education

BBA, Finance, Georgia Southern University



VP University Relations &
Transitions

Sally Langford

Sally serves as the permanent bridge between our university partners and internal teams. With a background leading partnerships for 70+ institutions, she understands the unique needs of campus leadership and ensures those expectations are met long after construction or a transition ends. Sally leads our Transitions team, where she oversees everything from the initial proposal to the final handoff to ensure a seamless move to daily operations. Her primary role is to be the consistent, day-to-day relationship owner for our partners. Dedicated to "building what lasts", Sally provides the steady leadership and clear communication needed to turn complex student housing projects into successful, long term communities.

Education

B.A, Psychology and Social Behavior, UC Irvine

BA Higher Education and Leadership Studies, Univ. of San Diego



Multiple Properties California College of the Arts | San Francisco, CA

Blattner Hall

CMP assisted California College of the Arts in the start-up and opening of their first residence hall at the San Francisco campus. This community provides housing to lower-division students in an apartment-style unit configuration that features affordable double occupancy and single occupancy bedrooms. The building features a large multi-purpose room for campus events, front desk, floor lounges for student social activities and studying. The project was developed through a P3 structure and CMP serves as a third-party manager.

Services Provided:
Building Operations
Maintenance
Custodial
Leasing Administration
Summer Housing Operations

Size:
Blattner Hall (220 Beds)

Founders Hall (520 Beds)

Founders Hall

CMP serves as the third-party manager for this community which was developed through a P3 structure with National Campus and Community Development (NCCD) Corporation, a not-for-profit organization and California College of the Arts. The community features a 15,000-sf dining facility and café, large floor lounges for social and academic activities as well as a secured interior courtyard for residents. The units provide an affordable Class A, apartment-style living experience in the heart of San Francisco for upper division students.



Residential Village University of Washington Bothell | Bothell, WA

Designed to transform the student experience on-campus from a commuter-based campus to a residential-based campus, the UW Bothell Residential Village includes a phased delivery of 1,055 beds along with residential amenity and support spaces, a new 15,000 SF dining pavilion to serve the residential students and the campus, and approximately 20,000 SF of office space to house UW Bothell student service functions. Phase 1 opened in Summer 2023 and Phase 2 will be complete by Fall 2024. The three, six-story mixed-use residential buildings are designed with unit types including traditional residence hall units, suites and apartments to provide housing for first-year through graduate students. Each building, and the stand-alone Dining Pavilion, are designed to achieve a LEED Gold certification.

Services Provided:
Facility Maintenance
Custodial Services
Asset Management
Dining and Retail Operations
Commercial Office

Size: 1,048 Beds

Developed by Capstone, the project is financed with 100% private equity through Capstone-Harrison Street with a 70-year ground lease term. Capstone Management Partners (CMP) provides asset management services, marketing, leasing, and building and facility maintenance. *CMP works in collaboration with the UW Bothell Residence Life staff to deliver the residential program to the students.* As part of the P3 transaction, Capstone-Harrison Street is responsible for managing the campus dining program, delivering food services in multiple venues through its 3rd party contract with Aramark.



Milender White Inc.

Milender White (MW) is a financially responsible innovator in construction, delivering outstanding projects based on proven systems and advanced technology. Their 170 professionals provide unsurpassed service to clients and a total commitment to safety, quality and integrity.

MW has grown strategically over their 29-year history, building and renovating nearly 24,000 multikey units. MW believes that their consistent approach to employee support, training, culture-building and systems implementation has been integral to this success.

MW is a member of the Graham Group of Companies, headquartered in Calgary, AB. Together as One Graham, they provide clients with a fully integrated service offering that creates certainty and peace of mind throughout the entire project life cycle.

MW provides construction management and general contracting services to owners using Guaranteed Maximum Price (GMP) contracts. Occasionally, it has taken on design-build projects. They have focused on multi-key projects for the past twenty years, developing specialties in affordable housing, supportive housing and student housing.

SOUTHERN CALIFORNIA PRESENCE

In 2015, MW created their Southern California district. They have delivered 2,885 units in the Southland, with 1,661 more currently under construction. MW recently completed four projects in downtown Santa Monica - three are market-rate and one is affordable housing for seniors. Another Santa Monica project (\$170 million) is now in the preconstruction phase.

MW delivered 157 units of student housing near USC in 2023, and followed that up with The Village at Mines Park, a five-building P3 project at the Colorado School of Mines (Capstone was the developer, MW the design-builder). MW also renovated 19 walk-up buildings of postgraduate residences for Capstone and Mines. All this gave Mines 1,058 beds of new and renovated student housing. In total, **MW has built and/or renovated more than 2,000 beds of student housing.**

Southern California District Office

1401 Dove Street, Ste. 500 | Newport Beach, CA 92660
P: 949.724.9531

Brandon Tripp: btripp@milenderwhite.com
Cesar Hernandez: chernandez@milenderwhite.com

Corporate Office

12655 W. 54th Drive | Arvada, CO 80002
P: 303.216.0420

info@milenderwhite.com
estimator@milenderwhite.com



Role

Southern California District
Manager and CEO

Education

B.S., Construction
Management
Colorado State University

Registrations / Certifications

LEED Green Associate

Adam Mack

Adam provides leadership and vision that leads to the success of MW SoCal District projects. He has a natural way of relating to all project stakeholders and developing a cohesive TEAM feeling while ensuring that all budget and quality goals are met. He has expertise in estimating, purchasing, engineering, and managing both new construction and renovation projects. Before joining MW, he was a Vice President and General Manager at a major U.S. civil construction company. Recently, Adam served as the Board Director for the HomeAid chapter in Los Angeles, and as a Builder Captain and Educator for the HomeAid LA: WORKS program.

Relevant Experience

- Hub on Campus LA-Figueroa / Core Spaces | Los Angeles, CA
 - Total Cost - \$67.1M, 553 Beds, 276,436 GSF
- Catherine Santa Monica / Fifield Companies | Santa Monica, CA
 - Total Cost - \$124.8M, 281 Beds, 547,104 GSF



Role

Work Procurement Executive
and Vice President

Education

B.S., Construction Engineering
North Dakota State University

Registrations / Certifications

EIT, AC, LEED Green
Associate

Brandon Tripp

Brandon utilizes his expertise and innovative skills to lead teams in all aspects of project procurement and development, including cost-effective procurement strategies, sourcing and engaging reliable suppliers and vendors, and building and maintaining long-term relationships with owners and partners. He has extensive experience in financial management, project logistics and scheduling, quality assurance, advanced technology design, and project management systems. Brandon is highly organized, detail-oriented and analytical and recognized for his ability to resolve design and compliance issues early in a project's evolution to best meet the vision and goals of owners.

Relevant Experience

- Hub on Campus LA-Figueroa / Core Spaces | Los Angeles, CA
 - Total Cost - \$67.1M, 553 Beds, 276,436 GSF
- Catherine Santa Monica / Fifield Companies | Santa Monica, CA
 - Total Cost - \$124.8M, 281 Beds, 547,104 GSF
- 1430 Lincoln / Tishman Speyer | Santa Monica, CA
 - Total Cost - \$52M, 97 Beds, 198,272 GSF
- 1650 Lincoln / Tishman Speyer | Santa Monica, CA
 - Total Cost - \$49.5M, 98 Beds, 185,342 GSF
- 501 Broadway / Tishman Speyer | Santa Monica, CA
 - Total Cost - \$42.3M, 89 Beds, 131,114 GSF



Role
Construction Executive

Education
B.S., Construction
Management
Colorado State University

Registrations / Certifications
LEED AP & SWMP Manager

Bret Bemiller

Bret has decades of experience managing construction of large-scale commercial and residential projects in the healthcare, university, residential and military sectors. He is integrally involved from project start to finish and guides teams throughout preconstruction toward expert constructability analysis, cost-effective procurement strategies, sourcing and engaging reliable suppliers and vendors, and building and maintaining relationships. His extensive experience in financial management, logistics, scheduling, QC/QA and project management systems make him an innovative leader, and his excellent communication skills facilitate collaboration with owners, architects, designers and subcontractors, identifying potential issues early and resolving them professionally and proactively.

Relevant Experience

- 1430 Lincoln / Tishman Speyer | Santa Monica, CA
 - Total Cost - \$52M, 97 Beds, 198,272 GSF
- 1650 Lincoln / Tishman Speyer | Santa Monica, CA
 - Total Cost - \$49.5M, 98 Beds, 185,342 GSF
- 711 Colorado / Tishman Speyer | Santa Monica, CA
 - Total Cost - \$21.1M, 56 Beds, 47,338 GSF
- 501 Broadway / Tishman Speyer | Santa Monica, CA
 - Total Cost - \$42.3M, 89 Beds, 131,114 GSF



Role
Construction Executive

Education
B.S., Construction
Management
Colorado State University

Registrations / Certifications
LEED AP

Ryan Davis

Ryan is responsible for the overall management of the Santa Monica Collection projects being built for Tishman Speyer. He has extensive experience in all phases of construction management including conceptual budgeting, hard bid estimating, design-build estimating and management, planning and overseeing self-perform operations, trade partner buyout, trade partner field management, contract administration, project close-out and warranty administration. His leadership is focused on safety, schedule and quality performance standards throughout a project's duration.

Relevant Experience

- Hub on Campus LA-Figueroa / Core Spaces | Los Angeles, CA
 - Total Cost - \$67.1M, 553 Beds, 276,436 SF
- 1430 Lincoln / Tishman Speyer | Santa Monica, CA
 - Total Cost - \$52M, 97 Beds, 198,272 GSF
- 1650 Lincoln / Tishman Speyer | Santa Monica, CA
 - Total Cost - \$49.5M, 98 Beds, 185,342 GSF
- 711 Colorado / Tishman Speyer | Santa Monica, CA
 - Total Cost - \$21.1M, 56 Beds, 47,338 GSF
- 501 Broadway / Tishman Speyer | Santa Monica, CA
 - Total Cost - \$42.3M, 89 Beds, 131,114 GSF



Hub on Campus LA-Figueroa Core Spaces | Los Angeles, CA

The Hub is a new mixed-use student housing development. Tenants enjoy a plethora of amenities on the other floors: a fitness center and yoga room, private study rooms, high-quality finishes and design features and stylish and welcoming activity areas. The 157-unit community incorporates 18 units of very-low-income housing and workforce housing. An access-controlled garage contains 115 parking stalls. Construction is cast-in-place concrete (up to level two), cold-formed load-bearing steel (level two) and wood frame (levels 3-7). The MW preconstruction team helped manage the permitting and entitlement processes for the project, plus long-lead logistical requirements such as right-of-way closures and power requirements.

Completed 2023 | Cost \$67.1 M | 553 Beds | 276,436 SF



Catherine Santa Monica Santa Monica, CA

Catherine Santa Monica, a multifamily project delivered in two phases, is part of the revitalization of Lincoln Boulevard north of the 10 Freeway. This Class A community is within walking distance of the Third Street Promenade and the METRO E Line terminus. The Catherine consists of a trio of 5-story apartment buildings with ground-floor commercial space over two levels of subterranean parking. Construction is Type III-A residential plus a Type I parking garage. Logistical planning was critical to the success of the project, as construction occurred at Lincoln Boulevard (Highway 1) and Colorado Avenue along the Metro E Line. The unit mix includes studios and one-, two- and three-bedroom apartments, with selected units designated affordable (30%-60% of area median income). Phase 1 of Catherine Santa Monica was an ENR 2021 Regional Best Project, and it also received an ABC 2020 Southern California Excellence in Construction (EiC) Award. Phase 2 won a 2022 ENR SoCal District Award of Merit and ABC Southern California EiC Award.

Completed 2022 | Cost \$124.8M | 281 Units | 547,104 SF



711 Colorado Santa Monica, CA

A senior housing community, this building is part of the Santa Monica Collection, a portfolio of apartment buildings developed by Tishman Speyer. The design includes 56 apartments – 24 studios, 26 one-bedroom units and six two-bedroom units. The apartments are designated for seniors earning between 30-100% of area median income. The ground floor of the seven-story building has been designed to include 2,388 sq. ft. of retail space. Below grade, the project has a 574 sq. ft. basement for resident storage. The construction is Type III-A (floors 3-7) over Type I-A (floors 1-2) on a 7,480 sq. ft. parcel. 711 Colorado proves that an affordable senior community can be infused with high style and great construction quality.

Completed 2025 | Cost \$21M | 56 Units | 47,338 SF



1430 Lincoln Core Spaces | Los Angeles, CA

This mixed-use Santa Monica project, with a design inspired by the Bauhaus school of the early 20th century, combines high-end apartments with engaging shops and cafes. The project was designed to achieve LEED® Platinum certification, and it earned a Certificate of Occupancy from City of Santa Monica inspectors in April 2026 with no need for a TCO. The five-story, 198,272 s.f. building has 97 units: 12 studios, 49 one-bedrooms, 17 two-bedrooms, 16 three-bedrooms and three two-bedroom townhomes. Construction is Type III over Type I (wood frame on concrete podium). A subterranean garage has spaces for 295 cars and 180 bicycles. This mid-rise building on a 1.5-acre parcel pleasantly contrasts with the taller, denser apartment communities found nearby in Santa Monica and offers a village-like setting with shops and services steps from the front doors of the apartments.

Opening 2026 | Cost \$52 M | 97 Units | 198,000SF



1650 Lincoln Santa Monica, CA

Located near the corner of Lincoln and Olympic, 1650 Lincoln has a layered exterior featuring a white plaster skin enveloping recessed, glazed bays. The massing strategy uses natural light and a clearly visible courtyard at the entrance to make the single building seem like two. This 98-unit community contains four floors of Type V construction above a Type I podium. Parking is below grade – three levels, 206 spaces. At grade, the building offers a stylish streetscape and 6,071 square feet of restaurant/retail space. 1650 Lincoln is close to both the Metro E Line and the 10 Freeway. 1650 Lincoln is just across the street from MW's award-winning Catherine Santa Monica project, delivered in two phases and completed in 2021.

Opening 2026 | Cost 49.5M | 98 Units | 185,000 SF



501 Broadway Tishman Speyer | Santa Monica, CA

Located within walking distance of the Third Street Promenade, 501 Broadway is a mixed-use building that combines concrete and wood frame construction. A three-story pedestrian plaza with concrete columns rises from ground level at the corner of Broadway and 5th; two of the bottom three floors are residential, one commercial. There is 5,522 sq. ft. of common open space planned within the project, more than 2,000 sq. ft. of it on a rooftop deck, and most units are designed with private balconies. Parking will be below-grade, with 71 vehicle spaces and 145 bicycle spaces provided on three levels. Eighteen of the 89 units will be deed-restricted and reserved for tenants earning 30-100% of area median income. When completed, 501 Broadway will be a Class A apartment community.

Completed 2026 | Cost \$39.5 | 89 Units | 131,114 SF



HANBURY



5,400+

ON-CAMPUS HIGHER EDUCATION BEDS DESIGNED WITHIN THE LAST 5 YEARS IN CALIFORNIA



358,000+

PLANNED AND DESIGNED BEDS ON MORE THAN 150 COLLEGE AND UNIVERSITY CAMPUSES NATIONWIDE

45+

YEARS OF SERVICE TO HIGHER EDUCATION

45+

YEARS DESIGNING SPACES WHERE STUDENTS LIVE & LEARN



4.9 MILLION + SF

OF HIGH-DENSITY RESIDENTIAL COMMUNITIES



125 MILLION + SF

TOTAL OF STUDENT HOUSING

2.6 MILLION SF

OF INSTRUCTIONAL AND STUDENT LIFE SPACE FOR HIGHER EDUCATION CLIENTS IN THE LAST 5 YEARS

OVER 650 EDUCATIONAL PROJECTS FOR MORE THAN 190 COLLEGE AND UNIVERSITY CAMPUSES TOTALING WELL OVER

\$4.5 BILLION

A PROVEN TEAM

HPI + Hanbury Team Members

Together, HPI and the Hanbury Team members are a proven team with a shared culture of commitment to design excellence, integrity, and service. Together, with HPI as Architect of Record, our team members have seamlessly delivered services to SRJC, NVC, Compton College and College of San Mateo.

HPI and Hanbury's combined portfolio of student housing projects represents well over 360,000 beds on college and university campuses across the country! With the design of more than 5,400 beds of student housing for California Community Colleges, and more than 358,000 beds of student housing nationally, our design team has experience in virtually every conceivable student housing typology.

This team's collective experience in master planning and designing student communities - residence halls, student centers, and recreation and dining facilities - provides

them an in-depth understanding of stakeholder goals and concerns and the ability to maximize engagement in the programming, planning and design process.

As a team they are intimately familiar with the trends, opportunities and challenges inherent in on-campus student housing - creating environments that supports diverse, close-knit communities where students can connect in creative and meaningful ways; where student safety is paramount; where connectivity to the campus is maximized; where programmable outdoor spaces enhance the student experience; where adherence to the established campus context is respected; where environmentally responsive and sustainable design are integral to the process, and where affordability is paramount.

Whether designing suite or semi-suite, graduate or undergraduate accommodations, on-campus or off-campus, within an urban or rural context, this team's student-oriented communities are program responsive, resource efficient, transformational and contextually appropriate.



COLLEGE OF SAN MATEO



SANTA ROSA JUNIOR COLLEGE



NAPA VALLEY COLLEGE



COMPTON COLLEGE

HANBURY

Hanbury brings more than 45 years of experience planning and designing student life, residential, academic, and mixed-use campus environments for colleges and universities across the United States.

As a nationally recognized higher education design practice, Hanbury has completed more than 155 student residential communities and planning or designing facilities to house over 355,000 students. The practice has helped institutions envision, plan, and deliver facilities that advance recruitment, retention, belonging, wellness, affordability, and long-term student success.

Student Housing for Community Colleges

The diversity of student-types that attend community colleges is profound. As colleges continue to look for new ways to support these student populations, the need for affordable, safe, and proximate housing has come to the forefront of student needs. Issues of housing and food insecurity have only become more prevalent in recent years and our Design Team has been at the forefront of helping our community college clients overcome these challenges with approaches that are custom-tailored to their communities.

One of the most transformative changes that can occur on a Community College campus is the creation of first-time housing. Evolving from a commuter-focused organization to a full 24/7 residential college is no small endeavor. Our Team can help provide insights as to the best programming, unit typologies, student support and amenity space design, and operations-friendly project approaches so that the housing serves not only the student-residents, but can support the greater campus community as a whole - extending the positive influence of a residential community to serve the whole student body.

National Student Housing Expertise

Hanbury has planned and designed a wide range of contemporary residential models, including traditional residence halls, semi-suites, full suites, apartments, living-learning communities, honors housing, faculty-in-residence models, innovation communities, dining-integrated housing, and mixed-use student life environments. This breadth of experience allows Hanbury to bring substantial lessons learned to each project. Colleges increasingly recognize that the residential experience plays a direct role in student persistence, wellness, academic engagement, and sense of belonging. Hanbury's work is grounded in the belief that student housing must do more than provide beds; it must create inclusive, supportive, and memorable communities where students can build relationships, access resources, develop independence, and feel a true sense of home.

For Santa Monica College, this experience is especially relevant. The project must support a diverse spectrum of students - including recent high school graduates, international students, housing-insecure and cost-burdened students, returning learners, and transfer-focused students - while balancing affordability, density, transit connectivity, operational performance, and long-term financial viability. Hanbury's national perspective, combined with direct experience from team members who have worked extensively with Capstone on P3 student housing communities, allows the team to translate broad expertise into a highly specific response to SMC's goals.

Integrated, Multi-disciplinary Approach

Hanbury believes successful campus projects result from an integrated and collaborative process that explores design opportunities at multiple scales - from campus planning and site strategy to building organization, unit design, shared amenities, interiors, landscape, sustainability, and operations.

At the core of Hanbury's process is the belief that design must be both aspirational and buildable. The result is a project that fits its campus context, uses its site intelligently, connects indoor and outdoor life, supports safety and wellbeing, meets affordability needs, and creates the sense of belonging that allows student housing to become a true home on campus.



Highlights



Laundry Rooms



Transit Link



Mail Room



Event Space



Study Lounges



Social Lounges



Bike Storage



Communal Kitchen

The Village

Tulane University | New Orleans, LA

Completed:
2025

Size:
1,750 Beds
580,000 Sq. Ft.

Cost:
\$ 260 M

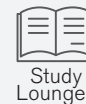
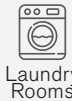
Set against the historic backdrop of its uptown campus, Tulane University is realizing a vibrant new vision for the undergraduate experience with its most ambitious capital project to date: The Village. Spanning five buildings across two phases, this expansion increases residential capacity by 150% and aims to cultivate a thriving academic and social community. Phase II introduces Fogelman and Bayou Halls, building on the success of Phase I to complete a living-learning community that seamlessly integrates into the historic and cultural fabric of New Orleans.

The ground floors feature a network of spaces for study, socialization, and recreation. These shared environments bridge academic and residential life, expanding opportunities for collaboration beyond the classroom. Double-height lounges and varied communal spaces create opportunities for spontaneous interaction, supporting both focused study and informal gathering.





Highlights



Creativity + Innovation District Living / Learning Community

Virginia Tech | Blacksburg, VA

Completed:
2021

Size:
600 Beds
233,931 Sq. Ft.

Cost:
\$ 85.4 M

Virginia Tech's Creativity and Innovation District is a dynamic living-learning community designed to spark collaboration among students, faculty, entrepreneurs, and industry partners. The project combines housing for 600 students with 30,000 square feet of interdisciplinary innovation space, creating a vibrant environment where ideas can move from concept to commercialization. Its "bridge spaces" foster meaningful collisions between academics, companies, and student makers, supporting entrepreneurship and hands-on exploration.

The design uses transparency, daylight, and visible activity to put creativity on display, while its central axis connects residential, academic, and collaborative life. Stone gables and glass links reinterpret Virginia Tech's architectural heritage, framing new outdoor spaces for learning and helping the district become both a campus landmark and a catalyst for innovation.



HPI ARCHITECTURE

HPI Architecture, founded in 1975, is a 68-person architecture, planning and interior design practice with multiple offices in southern California. Their primary areas of practice and expertise are **education** - with a significant focus in higher education including **community colleges** - and **high-density housing** for unique populations – **student housing**, housing for the elderly, and affordable housing

California Community College Leaders

HPI has provided over 45 years of service to California higher education clients, including a significant portfolio of successfully completed projects for multiple California Community College (CCC) Districts and Colleges - completing 14 Facility Master Plans, as well as programming and design for more than 2,600,000 SF of instructional, student life, and support facilities (exclusive of student housing) within the last 5 years.

HPI's services to CCC Districts and Colleges include Master Planning, Precinct Planning, Assistance with CEQA Processing, Programming, Feasibility Studies, Preparation of FPP's and IPP's, and full Architectural Services. The projects referenced include minor capital projects; renovations, repurposing and expansion projects; as well as new, freestanding facilities of significant scale and complexity. This work represents HPI's proven ability to work successfully and proactively in a shared governance environment, and demonstrates success with State and Local Agencies entitlement and control agencies including DSA.

Proven DSA Experience

HPI has worked proactively with DSA for more than 40 years. Within the past 5 years HPI has successfully completed and/or is currently processing more than \$940 million dollars of projects through DSA. No completed HPI project has failed to obtain certification. ***HPI's experience with DSA approved on-campus student housing for California Community Colleges is unmatched.*** This work includes the three significant on-campus student housing projects referenced in the following pages - **Orange Coast College**, completed and certified; **Santa Rosa Junior College**, completed with certification in process; and **Napa Valley College**, DSA approved and currently under construction in construction.

Currently, HPI is working proactively with DSA's LA office on the first multi-story, modular student housing project for a **California Community College**. This process began with discussions and agreement on the conceptual approach to volumetric modular construction, and several in-process (pre-intake) reviews. The project was formally submitted in April of this year. Increment I (site and utility work) is approved with full DSA approval of Increment II anticipated within the next 45 days.

While student housing of a significant scale remains a relatively new product type for DSA, HPI's experience will allow us to apply lessons learned to the SMCCCD student housing project.



Design Of Residential Communities

In addition to its education portfolio, HPI focuses on providing programming, feasibility studies, planning, and design services for high-density residential living facilities including more than 5,300 units in the Western United States with an additional 1,000 units currently in progress (design or construction). These residential facilities are typically high density urban solutions, ranging from 80 to 150 units, often serving senior populations, and include multiple food service/dining venues, health/fitness and other support spaces (recreation, laundry, etc.). Current high-density projects include:

- Bakersfield Senior Center & Affordable Housing (36 Units)
- Holden of Roseville (144 Units)
- Holden of San Jose Bascom (165 Units)
- Holden of Santa Clara (151 Units)
- Morningstar at Granada Hills (98 Units)
- Morningstar at Tustin Legacy (233 Units)
- Sunrise of Encino (97 Units)
- Sunrise of Long Beach (86 Units)
- Sunrise of Manhattan Beach (95 Units)
- Sunrise of Oceanside (90 Units)
- Sunrise Of Orange (93 Units)



Role

Principal in Charge

Education

Bachelor of Architecture,
California Polytechnic
University, San Luis Obispo

Registrations / Certifications

CA Architect: C11360
LEED Accredited Professional
NCARB Certified # 103200

Lawrence Frapwell, Architect, NCARB, LEED AP

As leader of HPI Education Studio, Mr. Frapwell has 45+ years of professional experience in programming, planning and design of facilities for higher education with service to 20 California Community College Districts at 29 Campuses. Under his guidance, HPI has completed or is currently involved in the design of over 2.6 million SF of instructional, student life, and support facilities within the past 5 years. *His community college housing experience includes more than 2,100 beds at Orange Coast College, Santa Rosa Junior College, Napa Valley College, Compton College and College of San Mateo as well as supporting over a dozen SB 169 Grant Applications totaling more than 3,600 beds for multiple districts throughout the state.* This work reflects a history of innovative programming, planning and design solutions which are responsive to and respectful of each colleges' specific program, campus context, climate and community.

Relevant Experience

- Student Housing / Compton Community College District/ Compton College | Compton, CA
 - Total Cost - \$65M, 250 Beds, 89,640 SF
- Polly O'Meara Doyle Hall Student Housing | Sonoma County Junior College District | Santa Rosa Junior College | Santa Rosa, CA
 - Total Cost - \$49.1M, 348 Beds, 92,093 SF
- River Trail Village Student Housing /Napa Valley Community College District | Napa Valley College | Napa Valley, CA
 - Total Cost - \$60M, 525 Beds, 203,145 SF
- The Harbour Student Housing | Coast Community College District | Orange Coast College | Costa Mesa, CA
 - Total Cost - \$90M, 814 Beds, 317,240 SF
- Student Housing | San Mateo County Community College District | College of San Mateo | San Mateo, CA
 - Total Cost - \$56M, 314 Beds, 88,321 SF



Role

Senior Project Manager/ DSA
Lead

Education

M. Arch Technology, University
of Technology: Baghdad,
Iraq; B. Arch. Engineering,
University of Mosul; Mosul, Iraq

Registrations / Certifications

CA Architect: C30902
NCARB Certified: 55768
LEED Accredited Professional
(BD+C)

Ammar Sarsam, Architect, AIA, NCARB, LEED AP (BD+C)

Mr. Sarsam has 35+ years of professional experience in master planning, programming, design, construction documentation, and construction administration. Since joining HPI in 2003, Ammar has worked primarily in the firm's Education Studio serving as Principal and Project Manager. *Within the last 4 years, Ammar has successfully processed more than \$375 Million dollars of projects through DSA including numerous student housing and student life projects.*

Relevant Experience

- Student Housing / Compton Community College District/ Compton College | Compton, CA
 - Total Cost - \$65M, 250 Beds, 89,640 SF
- Polly O'Meara Doyle Hall Student Housing | Sonoma County Junior College District | Santa Rosa Junior College | Santa Rosa, CA
 - Total Cost - \$49.1M, 348 Beds, 92,093 SF
- River Trail Village Student Housing /Napa Valley Community College District | Napa Valley College | Napa Valley, CA
 - Total Cost - \$60M, 525 Beds, 203,145 SF
- The Harbour Student Housing | Coast Community College District | Orange Coast College | Costa Mesa, CA
 - Total Cost - \$90M, 814 Beds, 317,240 SF



Role

Student Life Principal

Education

Master of Architecture,
University of Maryland

Bachelor of Science in
Architecture, University of
Maryland

Registrations / Certifications

Registered Architect: MD, WA

National Council of
Architectural Registration
Board (NCARB)

Jessica Pagan Aello, AIA, NCARB

With a passion for design evident in her celebrated body of work, Jessica focuses on empowering her teams, clients, and stakeholders to develop collaborative visions that transform campuses and communities. She believes in the power of architecture to promote greater engagement, support diversity, and build community. Jessica leads complex projects and navigates accelerated timelines, always ensuring project goals are prioritized and met. Traveling extensively as a child, she developed a deep appreciation for the power of place, which has been a driving force in her career. She brings deep P3 delivery experience and a rare ability to connect vision to cost and regulatory realities - making smart, efficient decisions that keep budgets, approvals, and outcomes aligned. She leads a range of higher education, campus planning, cultural, and mixed-use projects and has significant experience leading design teams as part of public-private partnerships (P3s) across the country.

Relevant Experience partnered with HPI

- Ohio University: McDavis Hall (Housing Phase II)
- Case Western Reserve University: Student Life, Dining and Recreation Plan; Mistletoe Residential Community Renovations
- University of California, Berkeley: Channing Residential Village; Anna Head Site Housing Study
- Wake Forest University: Collins Hall Replacement
- George Mason University: Costello College of Business Living and Learning Village Feasibility Study
- Mississippi State University: New Residence Hall
- North Carolina State University: Cates West Hub Residential Visioning
- Rollins College: Student Life Master Plan; Holt Village
- University of Chicago: On-Campus Housing Planning and Programming Study 2022
- University of Mississippi: New Student Housing
- Virginia Commonwealth University: Johnson Hall Renovation Feasibility Study; 700 West Grace Street Study
- Cabrillo College: New Residence Hall Feasibility Study *
- Lynn University: Capstone Apartments*
- Napa Valley Community College: Student Housing, Rivertrail Village*
- Santa Rosa Junior College: Residence Hall*I
- University of South Florida: The Village, Phases 1 & 2*

**Previous experience with Design Collective*



Role

Student Life Principal

Education

Master of Architecture,
University of Maryland;
Bachelor of Science in
Architecture, University of
Maryland

Registrations / Certifications

Registered Architect: MD, WA

National Council of
Architectural Registration
Board (NCARB)

Tom Zeigenfuss, AIA, NCARB

Tom has applied his extensive expertise in design, programming, and facilities planning and development to transformative projects ranging from large-scale university student housing, both on- and off-campus, to mixed-use multifamily dwellings. As it relates to student housing, Tom has a particular passion for creating environments that enhance the student life experience through engaged learning and socialization. Through his 30 years of experience, Tom has studied the impact of space on student behavior, engagement, wellness, learning and social outcomes to better support colleges, universities and their residence life mission. He uses post-occupancy research and analysis to inform and continuously build on all aspects of student housing design including strategic planning, programming, campus planning, design and construction technologies.

Relevant Experience partnered with HPI

- Student Housing / Compton Community College District/ Compton College | Compton, CA
 - Total Cost - \$65M, 250 Beds, 89,640 SF
- Polly O'Meara Doyle Hall Student Housing | Sonoma County Junior College District | Santa Rosa Junior College | Santa Rosa, CA
 - Total Cost - \$49.1M, 348 Beds, 92,093 SF
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 - Total Cost - \$60M, 525 Beds, 203,14
- Student Housing | San Mateo County Community College District | College of San Mateo | San Mateo, CA
 - Total Cost - \$56M, 314 Beds, 88,321S SF

May 13, 2026

Sandy Franke
Procurement, Contracts, and Logistics Senior Buyer
Santa Monica College
franke_sandra@smc.edu

Subject: Proposal for Student Housing Public-Private Partnership

Dear Ms. Franke,

Enclosed are the Preliminary Financial Statements for Lincoln Property Company Commercial LLC, the parent company of Capstone Development Partners. The included financial information is for the 12 months ended December 31, 2025.

The financial statements are provided to you in connection with the Santa Monica College Student Housing Public-Private Partnership Development Opportunity. The financial statements are provided to you confidentially with the understanding that you will not share these statements or disclose their contents with other parties without the written consent of Greg Courtwright or myself.

LPC and CDP collectively have a long, successful history of capitalizing major projects including:

- More than 150 Joint Ventures totaling approximately \$18bn and more than 50mm SF over the last 10 years
- Nearly 70 equity partners including Goldman Sachs, Crow Holdings and Angelo Gordon
- More than 30 lender relationships across asset classes and around the country.

Please call me at 214-740-3300 with your questions regarding the enclosed financial statements.

Sincerely,

LINCOLN PROPERTY COMPANY COMMERCIAL LLC



Daniel Roth
Chief Financial Officer

Enclosure

**LINCOLN PROPERTY COMPANY COMMERCIAL, LLC.
FINANCIAL STATEMENTS
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2025
(Unaudited)**

LINCOLN PROPERTY COMPANY COMMERCIAL, LLC
BALANCE SHEET
December 31, 2025
(Unaudited)

ASSETS

Cash	14,987,507
Restricted Cash	767,834
Accounts Receivable	9,166,438
Prepaid Expenses	99,454
Contract assets	7,570,947
Fixed assets, net	3,334,364
Intangibles, net	53,440,160
Due from related parties	3,214,921
Equity method investments	862,824
Right of use assets, net	7,117,643
Other assets	12,898,499

TOTAL ASSETS	113,460,592
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LIABILITIES AND MEMBERS' EQUITY

Accounts payable	545,758
Accrued liabilities	15,351,986
Contract liabilities	2,207,221
Lease Liabilities	9,483,312
Total Liabilities	27,588,276

Members' Equity

Total Members' Equity	85,872,315
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TOTAL LIABILITIES AND MEMBERS' EQUITY	\$113,460,592
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The accompanying notes are an integral part of this statement.

LINCOLN PROPERTY COMPANY COMMERCIAL, LLC
STATEMENT OF OPERATIONS
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2025
(Unaudited)

Revenue	
Management Fees	47,315,172
Commission Income	39,290,246
Development Fees	9,683,440
Construction Fees	7,947,766
Advisory Fees	1,054,561
Other Revenue	7,144,077
Reimbursable Salary Revenue	49,232,829
Total Revenue	161,668,091
Operating Expense	
Personnel expenses- reimbursable	45,767,582
Personnel expenses- nonreimbursable	56,603,492
Total Personnel expenses	102,371,073
General and Administrative	29,680,238
Depreciation and Amortization	3,394,398
Other Operating Expenses	4,245,833
Total Operating Expense	139,691,541
Income from Operations	21,976,550
Income from Equity Investments	8,322,295
Other Income	422,740
Net Income (Loss)	30,721,585

The accompanying notes are an integral part of this statement.

LINCOLN PROPERTY COMPANY COMMERCIAL, LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2025
(Unaudited)

1. Organization and Nature of Business:

Lincoln Property Company Commercial, Inc. (the “Company”) was organized in June 1979 as a Texas corporation. Effective August 10, 1998, the name of the Company was changed from Lincoln Property Company CSE, Inc.

The Company was reorganized as a Texas Limited Liability Company pursuant to Chapter 10 of the TBOC on January 20, 2023.

The Company is engaged in the business of development, construction, leasing, and management of real estate for a fee. Principal products includes industrial, office, retail and other properties coast to coast.

2. Significant Accounting Methods:

Method of Accounting

The accompanying financial statements of the Company have been prepared in accordance with U.S. generally accepted accounting principles (U.S. GAAP). Certain disclosures have been excluded from these financial statements and the financial statements are presented unaudited.

Use of Estimates

The preparation of consolidated financial statements in accordance with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts and disclosures in the consolidated financial statements. Changes in these estimates and assumptions may have a material impact on the consolidated financial statements and accompanying notes.

Fair Value of Financial Instruments

FASB ASC 825, Financial Instruments, requires disclosure of fair value information for financial instruments, whether or not recognized on the balance sheet, for which it is practical to estimate that value. Financial instruments consist of cash, accounts receivables and payables. The carrying values of the short-term financial assets and liabilities approximate fair value due to their short-term nature.

LINCOLN PROPERTY COMPANY COMMERCIAL, LLC
NOTES TO FINANCIAL STATEMENTS (cont.)
DECEMBER 31, 2025
(Unaudited)

Concentrations of Credit Risk

Financial instruments that are potentially subject to concentrations of credit risk consist principally of cash and accounts receivables. Substantially all the Company's cash balances were deposited with financial institutions that management has determined to be high-credit-quality institutions. The Company believes the risks associated with these deposits are limited. Accounts receivable represent credit granted to customers for services provided. Contract assets represent assets for revenue that has been recognized in advance of billing the customer. There were no customers at December 31, 2025 that accounted for more than 10% of the Company's accounts receivable or contract assets. There were no customers that accounted for more than 10% of the Company's revenue during the year ended December 31, 2025.

Cash and Cash Equivalents

As of December 31, 2025, cash was held in demand deposit accounts with various banks, which exceeded federally insured limits at times. No losses have been experienced related to these amounts. The Company considers all highly liquid investments with a maturity of three months or less at the date of purchase to be cash equivalents.

Fixed Assets, Net

Fixed assets purchased are stated at cost less accumulated depreciation. Expenditures for additions and betterments are capitalized. Repairs and maintenance costs are charged to operations as incurred. Depreciation is calculated using the straight-line method over the estimated useful lives of the assets, ranging from three to sixteen years. Leasehold improvements are amortized over the lesser of the lease terms or the assets' useful lives. Upon the sale or retirement of fixed assets, the related costs and accumulated depreciation is removed from the accounts and any gain or loss is reflected in operations.

Long-Lived Asset Impairment

The Company evaluates the recoverability of the carrying value of long-lived assets whenever events or circumstances indicate that the carrying amount may not be recoverable. If a long-lived asset is tested for recoverability and the undiscounted estimated future cash flows expected to result from the use and eventual disposition of the asset is less than the carrying amount of the asset, the asset cost is adjusted to fair value and an impairment loss is recognized. This evaluation is performed at the lowest level of identifiable cash flows. There were no impairment charges associated with the Company's long-lived assets for the year ended December 31, 2025.

LINCOLN PROPERTY COMPANY COMMERCIAL, LLC
NOTES TO FINANCIAL STATEMENTS (cont.)
DECEMBER 31, 2025
(Unaudited)

Leases

Under ASC 842, Leases, the Company recognizes a right-of-use (“ROU”) asset and lease liability to account for its leases. ROU asset represents the Company’s right to use an underlying asset for the lease term and lease liability represents the Company’s obligation to make lease payments arising from the lease. ROU assets and lease liabilities are recognized on the commencement date based on the present value of lease payments over the lease term. ROU assets are based on the lease liability and are increased by prepaid lease payments and decreased by lease incentives received. Lease incentives are amortized through the ROU asset as reductions of expense over the lease term. For leases where the Company is reasonably certain to exercise a renewal option, such option periods have been included in the determination of the Company’s ROU asset and lease liabilities.

The Company determines if a contract contains a lease at inception. A contract contains a lease if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration. The Company accounts for all significant leases as either operating or finance leases based on factors such as the lease term, lease payments, and the economic life, fair value and estimated residual value of the asset. At lease inception, if the lease meets any of the following five criteria, the Company classifies it as a finance lease: (i) the lease transfers ownership of the underlying asset by the end of the lease term, (ii) the lease grants an option to purchase the underlying asset that the lessee is reasonably certain to exercise, (iii) the lease term is for the major part of the remaining economic life of the underlying asset, (iv) the present value of the sum of the lease payments and any residual value guaranteed by the lessee that is not already reflected in the lease payments equals or exceeds substantially all (90% or more) of the fair value of the underlying asset, or (v) the underlying asset is of such a specialized nature that it is expected to have no alternative use to the lessor at the end of the lease term. Otherwise, the lease is treated as an operating lease.

The classification evaluation begins at the commencement date, and the lease term used in the evaluation includes the period for which the Company has the right to use the underlying asset plus any renewal options that are reasonably certain of being exercised by the Company as of the commencement date. Certain leases require the Company to pay insurance, property taxes, and other operating expenses associated with the leased asset. Such amounts are not included in the measurement of the ROU asset and lease liabilities to the extent they are variable in nature. Instead, they are generally accounted for on an accrual basis and recognized as variable lease costs. The lease term for straight-line rent expense is calculated from the commencement date, which is the date the Company takes possession of the premises, through the lease termination date.

LINCOLN PROPERTY COMPANY COMMERCIAL, LLC
NOTES TO FINANCIAL STATEMENTS (cont.)
DECEMBER 31, 2025
(Unaudited)

Substantially all of the Company's operating leases are related to office space leased for use in operations. The terms of these non-cancelable operating leases typically require the Company to pay rent and a share of operating expenses and real estate taxes, generally with an inflation-based rent increase included. The lease agreements do not contain any material residual value guarantees or material restrictive covenants.

As a practical expedient, lease agreements with lease and non-lease components are accounted for as a single lease component for all asset classes. The Company elected the short-term lease recognition exception for all leases that qualify. Therefore, leases with an initial term of 12 months or less are not recorded on the consolidated balance sheet; instead, lease payments are recognized as lease expense on a straight-line basis over the lease term. The amortization of the ROU assets and leasehold improvements are limited by the expected lease term unless the Company is reasonably certain of a transfer of title or purchase option.

The Company elected to use a risk-free rate as the discount rate for all asset classes.

Revenue Recognition

Revenues from contracts with customers are recognized under ASC 606, *Revenue from Contracts with Customers*, when we satisfy a performance obligation by transferring services promised in a contract to a customer, in an amount that reflects the consideration expected to be received in exchange for those services. Performance obligations in the contracts represent distinct or separate service streams provided to customers. Services are provided to customers primarily within the United States.

To determine the appropriate amount of revenue to be recognized for arrangements determined to be within the scope of ASC 606, the Company performs the following five steps: (1) identify the contract(s) with the customer; (2) identify the performance obligations in the contract; (3) determine the transaction price; (4) allocate the transaction price to separate performance obligations; and (5) recognize revenues when each performance obligation is satisfied.

Management Fees

Management service fees are earned through property management services provided to customers (landlords). Property management services include ongoing operational and financial management of a designated property on behalf of the landlord including contracting with service providers, collecting rents, and providing monthly financial and operational reports.

Revenue from property management services is recognized over a period of time because the customer simultaneously receives and consumes the benefits of the services. Pricing is generally in the form of a monthly management fee based upon property-level gross receipts or a rate per square foot. Fixed monthly minimum management fees are recognized on a straight-line basis over the term of the agreement using a time-based approach for measuring progress. The Company elected the "right to invoice" practical expedient as the consideration received for

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management services is commensurate with the effort to provide the services and the consideration to be received is resolved within the distinct service period that the services are provided.

Leasing Commission Fees

Brokerage service commissions are earned through owner representation and tenant representation services. Owner representation services include marketing available lease space to prospective tenants in a designated property on behalf of the customer (landlord). The Company receives a commission from the customer for the execution of the new, expansion or renewal of leases within designated properties whereby the Company has represented the landlord. Tenant representation services include representing tenants in identification and selection of available commercial office, retail, and lease space. The Company receives a commission from customers (tenant) through the identification and selection of space whereby the Company has represented the tenants in the negotiation of the leases with the landlord. Revenue for all the fees earned via brokerage services is recognized at a point in time, since the customer does not simultaneously receive and consume the benefits provided by the performance of the service, nor does the performance create or enhance an asset that the customer controls or has an alternative use. The owner and tenant representation services performance obligation is distinct in that the customer can benefit from the services on their own or together with other resources readily available to the customer. The Company's promise to deliver the services to the customer is separately identifiable from other promises in the contract. The performance obligation is satisfied and revenue is recognized when lease documents are signed, security deposits have been received by the landlord, and other stipulated documents are provided and accepted by the landlord.

Development and Construction Fees

Development services fees are earned for coordination, management, and oversight of all phases in a real estate development project on behalf of the customer (real estate developer). Additionally, the Company earns construction services fees for the coordination, management, and oversight of the construction of tenant improvements, capital improvements, and other construction work within a designated property on behalf of the customer (landlord).

Revenue from both development and construction services is recognized over a period of time because the customer simultaneously receives and consumes the benefits of the services provided as the service is performed. Fee amounts are generally based on a percentage of project costs (as defined in the contract) and are invoiced monthly upon completion of development milestones or as costs are incurred. The Company uses an input method which involves recognition of revenue on the basis of the Company's effort or inputs to the satisfaction of the performance obligation (e.g., costs incurred) relative to the total expected inputs to the satisfaction of that performance obligation. Also, fees may be subject to a "true-up" once costs are finalized upon project completion.

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Advisory Fees

The Company receives commissions for investment (advisory) services related to the acquisition or sale of properties on behalf of the customer (real estate investor). Revenue for investment advisory services is recognized at a point in time based on a fixed percentage of the acquisition or sale price of the designated property as defined in the agreement. The Company also, receives fees for asset management (advisory) services related to the asset management of real estate investment portfolios. Revenue for asset management advisory services is recognized over time based on a fixed percentage of key performance measures of an asset portfolio. Fees are generally paid monthly or quarterly.

Reimbursable Revenue – Personnel Expenses

In conjunction with property management services, the Company is reimbursed for payroll and administrative costs directly attributable to the properties under management. This includes reimbursement for costs of personnel providing the services, including the property accountants on-site at customer buildings, personnel managing the bank accounts, IT and other administrative personnel.

Property management services represent a series of distinct daily services rendered over time. The amount of revenue recognized for reimbursement is presented gross (with offsetting personnel costs recorded in operating expenses), as the services are provided by employees of the Company.

Contract Assets and Contract Liabilities

Contract assets represent assets for revenue that has been recognized in advance of billing the customer and for which the right to bill is contingent upon something other than the passage of time. This is common for contingent portions of commissions in brokerage and development and construction revenue. Billing requirements vary by contract but are generally structured around fixed monthly fees, reimbursement of employee and other third-party costs, and the achievement or completion of certain contingent events.

Contract liabilities represent consideration received, or such consideration is unconditionally due, from a customer prior to transferring services to the customer under the terms of the services contract. The Company recognizes the contract liability as revenue once control of the service has transferred to the customer and all revenue recognition criteria are met.

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Federal Income Taxes

The members of the Company have elected to be disregarded under the provisions of the Internal Revenue Code, whereby they are to include their respective share of income or loss of the Company in their individual tax returns. Therefore, no federal income taxes are payable by the Company.

3. Accounts Receivable:

The Company records accounts receivable for unconditional rights to consideration arising from performance under contracts with customers. The carrying value of such receivables represents their estimated net realizable value. The Company uses an aging schedule to estimate the allowance for accounts receivable. The receivables are evaluated individually for expected credit losses if they no longer share similar risk characteristics. The Company determines that the receivables no longer share similar risk characteristics if they are over 90 days past due and evaluates the collectability of such invoices on an individual basis to determine if any are deemed uncollectible and written off as a deduction from the allowance after all means of collection have been exhausted.

4. Related-Party Transactions:

The Company provides both services to affiliates and purchases services from affiliates in the ordinary course of business. Such activity is reflected as a receivable from or payable to affiliates in the financial statements. These amounts are paid or collected regularly. As of December 31, 2025, a receivable of \$3.2 million was reflected on the accompanying consolidated balance sheets as due from related parties.

5. Other Assets:

Other assets consist of earnest money deposits and costs incurred in connection with the formation of future joint ventures on behalf of the Company's affiliates. These amounts are routinely collected from the respective affiliates. As of December 31, 2025, earnest money deposits and predevelopment pursuit costs totaled \$4.8 million. The remaining balances consist of other current and noncurrent assets, including advances for partner contributions, various deposits and other nonrecurring items.

6. Accrued Liabilities:

Accrued liabilities on the balance sheet consists primarily of accruals for payroll, commissions and bonuses. The remaining portion includes other current liabilities associated with trade payables.

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7. Equity Method Investments

Investments in which the Company has significant influence over the entity's financial and operating policies, but does not control, are accounted for under the equity method. The Company generally receives ownership in the associated investments as compensation for the development and construction services provided to the entity.

The Company owns the following investments accounted for under the equity method as of and for the year ended December 31, 2025.

Investment	Effective Ownership %	Investment Balance at 12/31/2024	Distributions	Income from Equity Method Investment	Investment Balance at 12/31/2025
308 Guadalupe Developer Sole Member LLC	50%	\$ 450,292	\$ 1,713,308	\$ 1,822,313	\$ 559,297
LO-K Waller Creek Developer LLC	50%	(42,231)	5,236,821	5,572,823	293,771
LO-K 600 Guadalupe Developer LLC	50%	12,137	55,307	52,925	9,755
Grenshaw Parking Partners LLC	50%	1,529,523	2,403,757	874,234	-
		<u>\$ 1,949,721</u>	<u>\$ 9,409,193</u>	<u>\$ 8,322,295</u>	<u>\$ 862,823</u>

8. Commitments and Contingencies:

Litigation

The Company is involved from time to time in controversies, claims, and pending legal actions in the ordinary course of business. No litigation is pending as of December 31, 2025, that is expected to materially adversely affect the financial condition of the Company.

Guarantees

In the regular course of business, the Company has guaranteed certain obligations of Affiliates, including construction loans. The Company believes the obligations will be satisfied by the affiliated entities.