

## CONSTRUCTION DISBURSEMENT AGREEMENT

THIS CONSTRUCTION DISBURSEMENT AGREEMENT (this "*Disbursement Agreement*") is made as of the 14<sup>th</sup> day of November, 2017 by and among Vecino Natural Bridge, LLC, a Missouri limited liability company, ("*Owner*"), Springfield First Community Bank, ("*Lender*"), and TitleCore National, LLC, ("*Disbursement Agent*").

### RECITALS:

R-1. Owner and Lender are parties to that certain Construction Loan Agreement dated as of the 1<sup>st</sup> day of November, 2017 (the "*Loan Agreement*"), evidencing a loan by Lender to Owner in the maximum principal amount of \$25,820,097.00 (the "*Loan*") with respect to the construction of a 247 unit student housing facility on that certain real property located in the County of Douglas, State of Nebraska, and more particularly described on Exhibit A attached hereto (the "*Property*").

R-2. The Loan is evidenced by a certain Promissory Note made by Owner to the order of Lender in the amount of the Loan (the "*Note*"), which Note is secured, in part, by a certain Deed of Trust on the Property for the benefit of Lender (the "*Mortgage*").

R-3. Disbursement Agent has issued a loan policy of title insurance (the "*Title Policy*") insuring the lien of the Mortgage against the Property including insuring against loss by reason of mechanic's or materialmen's liens pursuant to the terms and provisions of the ALTA 32-06 endorsement.

R-4. Owner, Lender and Disbursement Agent desire to set forth the terms and conditions under which Disbursement Agent will hold and disburse Loan advances (individually, an "*Advance*" and collectively, the "*Advances*").

### AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is acknowledged by the parties, the parties agree as follows:

1. Recitals Incorporated. The Recitals set forth above are made a part of this Disbursement Agreement.

2. Advances. From time to time, Lender may make Advances pursuant to the terms of the Loan Agreement. Upon Lender's approval of Owner's request for an Advance:

a. Lender will notify Disbursement Agent via e-mail (in each instance, attention Beth Bucklin, bbucklin@titlecorenational.com) of the Advance and the date upon which the Advance is anticipated to be funded to Disbursement Agent. Lender will endeavor to provide at least **two** business days' notice of Lender's intention to fund an Advance. Lender will wire transfer each Advance to Disbursement Agent in accordance with Disbursement Agent's previously provided wire transfer instructions.

b. In connection with each Advance, Lender will provide Disbursement Agent with written direction for the disbursement of each Advance.

c. Prior to any disbursement of an Advance by Disbursement Agent, Disbursement Agent will update the public records to determine that the status of the title to the Property has not changed since the date of prior notification given to Lender. If the status has changed, Disbursement Agent will immediately notify Lender by telephone, with written notice to follow as soon as possible, of any intervening liens or other matters adversely affecting title (other than those expressly listed in the Title Policy, or as may have been approved and accepted by Lender and shown in endorsements previously

given to Lender). If any such liens or matters are discovered, Disbursement Agent will withhold funds from the Advance until Lender confirms that it waives said discovered liens or matters or until Owner has made arrangements with respect to same which are satisfactory to Lender. Provided there are no intervening liens or other matters of title requiring notice to Lender, Disbursement Agent will increase the amount of Lender's insurance coverage by the amount disbursed and date down the coverage for mechanics' liens with an ALTA 33-06 endorsement. Disbursement Agent agrees with Lender that upon issuance of each endorsement Disbursement Agent is insuring Lender against loss or damage for mechanics' liens which Lender may sustain in accordance with the terms of the Title Policy issued to Lender.

d. Lender and Disbursement Agent may agree to make certain disbursements directly to Owner (or Contractor, etc., in accordance with Loan Agreement), upon Disbursement Agent's agreement to issue additional advance endorsement upon making of such disbursement.

3. Disbursement. The parties agree that Owner shall deliver to Lender one Draw Request (as defined herein) per month for work performed during the immediately preceding month. Lender shall have at least ten (10) days to verify work completed and approve the Draw Request. If all terms and conditions of this Disbursement Agreement and the Loan Agreement have been complied with to the satisfaction of Owner and Lender with respect to the Advance, then Lender shall deliver the applicable portion of the subject Advance to Disbursement Agent by wire transfer pursuant to Disbursement Agent's wire instructions. Upon its receipt of the applicable portion of the subject Advance, Disbursement Agent will disburse directly to Owner the amounts shown therein, provided however, Disbursement Agent and Lender reserve the right to require disbursements directly to any subcontractor or other provider of labor and/or materials. Disbursement Agent will disburse each Advance in accordance with Lender's instructions pursuant to the terms of this Disbursement Agreement. In the absence of such directions, or in the event of any dispute between Owner and Lender, Disbursement Agent will hold the Advances under the terms of this Disbursement Agreement. Prior to each disbursement of an Advance, the following items must be delivered to Disbursement Agent and Lender's Architect (as defined in the Loan Agreement): (i) a Sworn Application and Certificate for Payment (substantially in the form of AIA G702/G703 from Owner to Escrow Agent including a list of subcontractors and suppliers to be paid ("Draw Request"); (ii) Lien Waivers for all sums previously disbursed in form and substance reasonably acceptable to Disbursement Agent, each of which, whether partial or final, must stipulate that all lien rights are waived with respect to labor or material supplied for which payment was made; and (iii) statements, waivers, affidavits, supporting waivers and releases relating to mechanics' liens reasonably satisfactory to Disbursement Agent. The parties acknowledge that Disbursement Agent's responsibility for collecting lien waivers does not relieve Owner of responsibility for notifying Disbursement Agent of the identity of any suppliers or subcontractors that may have lien rights and from whom Disbursement Agent may require lien waivers. Owner remains ultimately responsible for assuring that subcontractors pay for all material and services provided to them and incorporated into the improvements in the event that the providers of such materials and services are not identified to Disbursement Agent.

4. Terms and Conditions Applicable to Disbursement Agent.

a. No liability is assumed by Disbursement Agent to Owner for protection against any mechanics' liens, except for liens arising out of Disbursing Agent's negligence, bad faith or willful misconduct in carrying out its duties under this Disbursement Agreement.

b. Other than with respect to any update endorsement to the Title Policy as provided herein, the duties of Disbursement Agent hereunder will be entirely administrative and not discretionary. Disbursement Agent will be obligated to act only in accordance with this Disbursement Agreement, any written instructions received by it in accordance with the terms of this Disbursement Agreement, any order, judgment or decree of any court having jurisdiction, and shall not be liable as a result of any compliance with the same.

c. In the event of any dispute between the parties, Disbursement Agent may resign upon providing at least thirty (30) days prior written notice to Owner and Lender. It is agreed, however, that such resignation shall not be effective unless and until a successor escrow company reasonably acceptable to Owner and Lender has agreed to act as disbursement agent under the terms of this Disbursement

7. Governing Law. This Disbursement Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

8. Amendments. This Disbursement Agreement contains the entire understanding between the parties hereto regarding the subject matter hereof and may be amended or modified only by a written instrument signed by the parties hereto.

9. Conflicts; No Modification. This Disbursement Agreement is not intended by Owner or Lender to modify in any way the terms and provisions of the Loan Agreement. In the event of any conflict between the terms of this Disbursement Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall prevail.

10. Fee. A fee of \$150.00 shall be payable to Disbursement Agent for each Advance disbursed under this Disbursement Agreement.

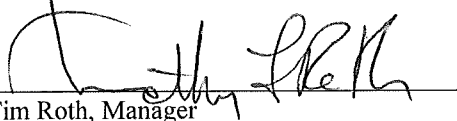
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Disbursement Agreement has been executed on behalf of Owner, Lender and Disbursement Agent by their respective duly authorized representatives as of the day and year first above written.

**OWNER:**

VECINO NATURAL BRIDGE, LLC, a Missouri limited liability company

By: Vecino Student, LLC, a Missouri limited liability company, member


By:   
Tim Roth, Manager

By: Natural Bridge Investors, LP, a Missouri limited partnership, member

By:   
Matt O'Reilly, CEO and Authorized Partner

**LENDER:**

Springfield First Community Bank

By:   
Rebecca S. Scorse, Chief Lending Officer

**DISBURSEMENT AGENT:**

TitleCore National, LLC


By:   
Its duly authorized representative

EXHIBIT A  
(Property)

Parcel A:

Lots 5, 6, 7 and 8 in Block 183½ in the original City of Omaha as surveyed and lithographed in Douglas County, Nebraska; together with the North 38 feet of vacated Nicholas adjoining on the South, the East 17 feet of vacated 20th Street adjoining on the West, the West 17 feet of vacated 19th Street adjoining on the East; and together with the South ½ of that part of the vacated alley adjoining Lots 7 and 8 on the North.

Except that part thereof taken by the City of Omaha and more particularly described as follows:

Beginning at a point located 17 feet East and 38 feet South of the Southeast corner of said Lot 8, said point being in the intersection of the West right-of-way line of Florence Boulevard and the North right-of-way line of Nicholas Street; thence Westerly along the existing North right-of-way line of Nicholas Street a distance of 5.00 feet; thence Northeasterly a distance of 7.07 feet to a point on East right-of-way line of Florence Boulevard; thence Southerly along said East right-of-way line of Florence Boulevard a distance of 5.00 feet to the point of beginning.

And except that part thereof conveyed to the City of Omaha described as follows:

Beginning 17.00 feet West and 38.00 feet South of the Southwest corner of said Lot 5; thence North a distance of 5.94 feet along the existing East right-of-way of N 20th Street; thence Southeasterly a distance of 10.26 to a point on the existing North right-of-way of Nicholas Street; thence West a distance of 8.40 feet along said existing North right-of-way to the point of beginning.

Parcel B:

Lots 1, 2, 3 and 4 in Block 195½ in the original City of Omaha, as surveyed and lithographed in Douglas County, Nebraska; together with the West 14 feet of vacated 19th Street abutting Lot 1 on the East; and together with the North ½ of vacated alley adjoining on the South.

Except that part thereof conveyed to the City of Omaha described as follows:

Beginning 14.00 feet East of the Northeast corner of said Lot 1; thence South 132.00 feet along the West right-of-way of Florence Boulevard to a point on the South line of said Lot 1 extended East; thence West 5.00 feet along said South line extended; thence North 132.00 feet to a point on the South right-of-way of Nicholas Street; thence East 5.00 feet along said South right of way to the point of beginning.

Parcel C:

Lots 5, 6, 7 and 8 in Block 195½ in the original City of Omaha, as surveyed and lithographed in Douglas County, Nebraska; also a strip of ground described as follows: Commencing at the Southwest corner of Lot 5 in Block 195½ in the City of Omaha; thence East 278 feet; thence South 10 feet; thence West 278 feet; thence North 10 feet to the place of beginning, being a part of IZARD Street vacated; also a strip of ground described as follows: Commencing at the Northeast corner of Lot 8 in said Block 195½ in said City of Omaha; running thence South 132 feet; thence East 14 feet; thence North 132 feet; thence West 14 feet to the place of beginning, being a part of 19th Street vacated; and together with the South ½ of vacated alley adjoining on the North.

Except that part thereof conveyed to the City of Omaha described as follows:

Beginning 14.00 feet East of the Northeast corner of said Lot 8; thence South 142.00 feet along the West right-of-way of Florence Boulevard to the North right-of-way of IZARD Street; thence West 6.00 feet along said North right-of-way; thence North 142.00 feet to a point on the North line of said Lot 8 extended East;

thence East 6.00 feet along said North line extended to the point of beginning.

Parcel D:

Lots 1, 2, 3 and 4 in Block 196½ in the original City of Omaha, as surveyed and lithographed in Douglas County, Nebraska; together with the East 14 feet of vacated 19th Street abutting Lot 4 on the West.

Except that part thereof conveyed to the City of Omaha described as follows:

Beginning 14.00 feet West of the Northwest corner of said Lot 4; thence East a distance of 18.36 feet along the existing South right-of-way of Nicholas Street; thence Southwesterly a distance of 24.09 feet to a point on the existing East right-of-way of Florence Boulevard; thence North a distance of 15.49 feet along said existing East right-of-way to the point of beginning.

Parcel E:

The North 25 feet of Lot 12, Block 6, Horbach's Second Addition, an addition to the city of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.