



ORD. 2024-37 - 2024 WHISPER SOUTH
PID SAP UPDATE

2024 ANNUAL SERVICE PLAN UPDATE

AUGUST 20, 2024

INTRODUCTION

Capitalized terms used in this 2024 Annual Service Plan Update shall have the meanings set forth in the 2021 Service and Assessment Plan (the “2021 SAP”), used for the issuance of PID Bonds.

On May 4, 2021, the City Council approved Resolution No. 2021-91R, creating the PID in accordance with the PID Act to finance certain Authorized Improvements for the benefit of certain property within the PID.

On December 15, 2021, the City Council approved the Original SAP and levied \$14,000,000 in Assessments to finance the Authorized Improvements to be constructed for the benefit of the Assessed Property within the PID by approving Ordinance No. 2021-97. The Original SAP identified the Authorized Improvements to be provided by the PID, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the PID for the costs of the Authorized Improvements. The City also adopted an Assessment Roll identifying the Assessment on each Lot within the PID, based on the method of assessment identified in the Original SAP.

On October 3, 2022, the City Council approved the 2022 Annual Service Plan Update for the PID by Ordinance No. 2022-81, which updated the Assessment Roll for 2022.

On October 17, 2023, the City approved the Annual Service Plan Update for the PID by adopting Ordinance No. 2023-75, which updated the Assessment Roll for 2023.

The 2021 SAP identified the Authorized Improvements to be constructed for the benefit of the Assessed Parcels within the PID, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the PID for the costs of the Authorized Improvements. Pursuant to the PID Act, the 2021 SAP must be reviewed and updated annually. This document is the Annual Service Plan Update for 2024.

The City Council also adopted an Assessment Roll identifying the Assessments on each Lot within the PID, based on the method of assessment identified in the 2021 SAP. This 2024 Annual Service Plan Update also updates the Assessment Roll for 2024.

PARCEL SUBDIVISION

Improvement Area #1

There have not been any recorded plats in Improvement Area #1.

See the anticipated Lot Type classification summary within Improvement Area #1 below:

| Improvement Area #1 | |
|---------------------|----------------------|
| Lot Type | Number of Lots/Units |
| 1 | 700 |
| 2 | 329 |
| 3 | 62 |
| Multi-Family | 240 |
| Total | 1331 |

Improvement Area #2

There have not been any recorded plats in Improvement Area #2.

See the anticipated Lot Type classification summary within Improvement Area #2 below:

| Improvement Area #2 | |
|---------------------|---------------------|
| Lot Type | Number of Lots/Sqft |
| Multi-Family | 680 |
| Industrial | 657,200 |
| Commercial | 172,800 |

Improvement Area #3

There have not been any recorded plats in Improvement Area #3.

See the anticipated Lot Type classification summary within Improvement Area #3 below:

| Improvement Area #3 | |
|---------------------|----------------|
| Lot Type | Number of Lots |
| 1 | 247 |
| Total | 247 |

See **Exhibit C** for the Lot Type classification map.

LOT AND HOME SALES

Per the quarterly report dated March 31, 2024, the lot ownership composition is provided below:

- Developer Owned:
 - Lot Type 1: 247 Lots
 - Lot Type 2: 5 Lots
 - Lot Type 3: 62 Lots
- Homebuilder Owned:
 - Lot Type 1: 352 Lots
 - Lot Type 2: 160 Lots
 - Lot Type 3: 0 Lots
- End-User Owned:
 - Lot Type 1: 0 Lots
 - Lot Type 2: 0 Lots
 - Lot Type 3: 0 Lots

See **Exhibit D** for the buyer disclosures.

AUTHORIZED IMPROVEMENTS

Per the quarterly report dated March 31, 2024, the Authorized Improvements listed in the 2021 SAP for the PID are currently under construction and projected to be completed in the fourth quarter of 2024. The budget for the Authorized Improvements remains unchanged as shown in the tables below.

| Authorized Improvements | Improvement Area #1 | | | |
|---|------------------------|------------------------------|-------------------------|--------------------------|
| | Budget | Spent to Date ^[a] | Percent of Budget Spent | Forecast Completion Date |
| <i>Major Improvements</i> | | | | |
| Roadways | \$ 4,018,724.98 | \$ 3,266,029.74 | 81.27% | Q4 2024 |
| Wastewater | \$ 1,072,831.57 | \$ 1,072,831.57 | 100.00% | Q4 2024 |
| Parks, Landscaping & Trails | \$ 310,268.51 | \$ - | 0.00% | Q4 2024 |
| Water | \$ 208,622.11 | \$ - | 0.00% | Q4 2024 |
| Soft Costs | \$ 589,096.95 | \$ 360,159.82 | 61.14% | Q4 2024 |
| District Formation Expenses | \$ 155,134.26 | \$ 92,671.90 | 59.74% | N/A |
| | \$ 6,354,678.37 | \$ 4,791,693.03 | 75.40% | |
| <i>Improvement Area #1-3 Improvements</i> | | | | |
| Roadways | \$ - | \$ - | 0.00% | N/A |
| Water | \$ 540,034.00 | \$ - | 0.00% | Q4 2024 |
| Drainage | \$ 556,510.00 | \$ - | 0.00% | Q4 2024 |
| Soft Costs | \$ 115,137.12 | \$ 33,036.91 | 28.69% | Q4 2024 |
| | \$ 1,211,681.12 | \$ 33,036.91 | 2.73% | |
| Total | \$ 7,566,359.49 | \$ 4,824,729.94 | 63.77% | |

Notes:

[a] As of Draw #10, dated 3/01/2024.

| Improvement Area #2 | | | | |
|------------------------------|------------------------|------------------------------|-------------------------|--------------------------|
| Authorized Improvements | Budget | Spent to Date ^[a] | Percent of Budget Spent | Forecast Completion Date |
| <i>Major Improvements</i> | | | | |
| Roadways | \$ 1,660,410.24 | \$ 1,349,420.34 | 81.27% | Q4 2024 |
| Wastewater | \$ 443,260.12 | \$ 443,260.12 | 100.00% | Q4 2024 |
| Parks, Landscaping & Trails | \$ 128,193.15 | \$ - | 0.00% | Q4 2024 |
| Water | \$ - | \$ - | 0.00% | Q4 2024 |
| Soft Costs | \$ 234,345.67 | \$ 143,273.35 | 61.14% | Q4 2024 |
| District Formation Expenses | \$ 64,096.58 | \$ 38,289.10 | 59.74% | N/A |
| | \$ 2,530,305.76 | \$ 1,974,242.91 | 78.02% | |
| <i>Improvement Area #1-3</i> | | | | |
| <i>Improvements</i> | | | | |
| Roadways | \$ 300,000.00 | \$ - | 0.00% | Q4 2024 |
| Water | \$ - | \$ - | 0.00% | N/A |
| Drainage | \$ - | \$ - | 0.00% | N/A |
| Soft Costs | \$ 31,500.00 | \$ 9,038.47 | 28.69% | Q4 2024 |
| | \$ 331,500.00 | \$ 9,038.47 | 2.73% | |
| Total | \$ 2,861,805.76 | \$ 1,983,281.38 | 69.30% | |

Notes:

[a] As of Draw #10, dated 3/01/2024.

| Improvement Area #3 | | | | |
|------------------------------|------------------------|------------------------------|-------------------------|--------------------------|
| Authorized Improvements | Budget | Spent to Date ^[a] | Percent of Budget Spent | Forecast Completion Date |
| <i>Major Improvements</i> | | | | |
| Roadways | \$ 797,069.78 | \$ 647,780.99 | 81.27% | Q4 2024 |
| Wastewater | \$ 212,784.31 | \$ 212,784.31 | 100.00% | Q4 2024 |
| Parks, Landscaping & Trails | \$ 61,538.34 | \$ - | 0.00% | Q4 2024 |
| Water | \$ 41,377.89 | \$ - | 0.00% | Q4 2024 |
| Soft Costs | \$ 116,840.88 | \$ 71,433.73 | 61.14% | Q4 2024 |
| District Formation Expenses | \$ 30,769.17 | \$ 18,380.45 | 59.74% | N/A |
| | \$ 1,260,380.38 | \$ 950,379.48 | 75.40% | |
| <i>Improvement Area #1-3</i> | | | | |
| <i>Improvements</i> | | | | |
| Roadways | \$ 200,000.00 | \$ - | 0.00% | Q4 2024 |
| Water | \$ - | \$ - | 0.00% | N/A |
| Drainage | \$ - | \$ - | 0.00% | N/A |
| Soft Costs | \$ 21,000.00 | \$ 6,025.65 | 28.69% | Q4 2024 |
| | \$ 221,000.00 | \$ 6,025.65 | 2.73% | |
| Total | \$ 1,481,380.38 | \$ 956,405.13 | 64.56% | |

Notes:

[a] As of Draw #10, dated 3/01/2024.

OUTSTANDING ASSESSMENT

Net of the principal bond payment due September 1, the District has an outstanding Assessment of \$13,734,000.00.

Improvement Area #1

Net of the principal bond payment due September 1, Improvement Area #1 has an outstanding Assessment of \$8,522,455.49.

Improvement Area #2

Net of the principal bond payment due September 1, Improvement Area #2 has an outstanding Assessment of \$3,521,209.45.

Improvement Area #3

Net of the principal bond payment due September 1, Improvement Area #3 has an outstanding Assessment of \$1,690,335.07.

ANNUAL INSTALLMENT DUE 1/31/2025

- **Improvement Area #1-3 Bonds Principal and Interest** – The total principal and interest on the PID Bonds required for this year’s Annual Installment is \$867,400.00.
- **Additional Interest** – The Delinquency and Prepayment Reserve Requirement, as defined in the Indenture, of \$755,370.00 has not been met. As such, the Delinquency and Prepayment Reserve will be funded with Additional Interest on the outstanding Assessment, resulting in an Additional Interest amount due of \$68,670.00.
- **Annual Collection Costs** – The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs due is \$59,017.77.

| Annual Collection Cost Breakdown | | |
|----------------------------------|----|------------------|
| PID Administrator | \$ | 30,600.00 |
| City Auditor | \$ | 2,500.00 |
| Filing Fees | \$ | 1,000.00 |
| County Collection | \$ | 12.00 |
| Miscellaneous | \$ | 1,000.00 |
| PID Trustee Fees | \$ | 3,500.00 |
| Draw Request Review | \$ | 12,000.00 |
| Dev/Issuer CDS Review | \$ | 1,000.00 |
| Past Due Invoices - IA #1 | \$ | 3,044.29 |
| Past Due Invoices - IA #2 | \$ | 1,257.72 |
| Past Due Invoices - IA #3 | \$ | 603.76 |
| Arbitrage Calculation | \$ | 2,500.00 |
| Total | \$ | 59,017.77 |

| Due January 31, 2025 | | |
|--------------------------|-----------|-------------------|
| Principal | \$ | 276,000.00 |
| Interest | \$ | 591,400.00 |
| Additional Interest | \$ | 68,670.00 |
| Annual Collection Costs | \$ | 59,017.77 |
| Total Installment | \$ | 995,087.77 |

See the limited offering memorandum for the pay period. See **Exhibit B** for the debt service schedule for the Improvement Area #1-3 Bonds as shown in the limited offering memorandum.

PREPAYMENT OF ASSESSMENTS IN FULL

No full Prepayments of Assessments have occurred within the District.

PARTIAL PREPAYMENT OF ASSESSMENTS

No partial Prepayments of Assessments have occurred within the District.

EXTRAORDINARY OPTIONAL REDEMPTIONS

No extraordinary optional redemptions of the PID Bonds have occurred.

SERVICE PLAN – FIVE YEAR BUDGET FORECAST

The PID Act requires the annual indebtedness and projected costs for the improvements to be reviewed and updated in the Annual Service Plan Update, and the projection shall cover a period of not less than five years.

| | | Improvement Area #1 | | | | |
|---------------------------------|------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| Installments Due | | 1/31/2025 | 1/31/2026 | 1/31/2027 | 1/31/2028 | 1/31/2029 |
| Principal | | \$ 171,268.22 | \$ 178,094.13 | \$ 185,540.57 | \$ 192,366.48 | \$ 200,433.46 |
| Interest | | \$ 366,985.60 | \$ 360,563.04 | \$ 353,884.51 | \$ 346,926.74 | \$ 339,232.08 |
| | (1) | \$ 538,253.81 | \$ 538,657.16 | \$ 539,425.08 | \$ 539,293.21 | \$ 539,665.54 |
| Annual Collection Costs | (2) | \$ 36,622.71 | \$ 37,355.17 | \$ 38,102.27 | \$ 38,864.31 | \$ 39,641.60 |
| Additional Interest | (3) | \$ 42,612.28 | \$ 41,755.94 | \$ 40,865.47 | \$ 39,937.76 | \$ 38,975.93 |
| Total Annual Installment | (4) = (1) + (2) + (3) | \$ 617,488.80 | \$ 617,768.27 | \$ 618,392.81 | \$ 618,095.29 | \$ 618,283.07 |

| Improvement Area #2 | | | | | | |
|---------------------------------|------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| Installments Due | | 1/31/2025 | 1/31/2026 | 1/31/2027 | 1/31/2028 | 1/31/2029 |
| Principal | | \$ 70,762.62 | \$ 73,582.87 | \$ 76,659.50 | \$ 79,479.75 | \$ 82,812.78 |
| Interest | | \$ 151,626.86 | \$ 148,973.26 | \$ 146,213.90 | \$ 143,339.17 | \$ 140,159.98 |
| | (1) | \$ 222,389.48 | \$ 222,556.13 | \$ 222,873.41 | \$ 222,818.92 | \$ 222,972.76 |
| Annual Collection Costs | (2) | \$ 15,131.35 | \$ 15,433.97 | \$ 15,742.65 | \$ 16,057.51 | \$ 16,378.66 |
| Additional Interest | (3) | \$ 17,606.05 | \$ 17,252.23 | \$ 16,884.32 | \$ 16,501.02 | \$ 16,103.62 |
| Total Annual Installment | (4) = (1) + (2) + (3) | \$ 255,126.87 | \$ 255,242.34 | \$ 255,500.38 | \$ 255,377.45 | \$ 255,455.04 |

| Improvement Area #3 | | | | | | |
|---------------------------------|------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| Installments Due | | 1/31/2025 | 1/31/2026 | 1/31/2027 | 1/31/2028 | 1/31/2029 |
| Principal | | \$ 33,969.16 | \$ 35,323.01 | \$ 36,799.93 | \$ 38,153.77 | \$ 39,753.77 |
| Interest | | \$ 72,787.55 | \$ 71,513.70 | \$ 70,189.09 | \$ 68,809.09 | \$ 67,282.94 |
| | (1) | \$ 106,756.71 | \$ 106,836.71 | \$ 106,989.02 | \$ 106,962.86 | \$ 107,036.71 |
| Annual Collection Costs | (2) | \$ 7,263.71 | \$ 7,408.99 | \$ 7,557.16 | \$ 7,708.31 | \$ 7,862.47 |
| Additional Interest | (3) | \$ 8,451.68 | \$ 8,281.83 | \$ 8,105.21 | \$ 7,921.21 | \$ 7,730.45 |
| Total Annual Installment | (4) = (1) + (2) + (3) | \$ 122,472.09 | \$ 122,527.52 | \$ 122,651.40 | \$ 122,592.39 | \$ 122,629.63 |

ASSESSMENT ROLL

The list of current parcels within the PID, the corresponding total Assessments, and current Annual Installment are shown on the Assessment Rolls attached hereto as **Exhibit A-1, Exhibit A-2, and Exhibit A-3**. The parcels shown on the Assessment Rolls will receive the bills for the 2024 Annual Installments which will be delinquent if not paid by January 31, 2025.

EXHIBIT A-1 – IMPROVEMENT AREA #1 ASSESSMENT ROLL

| Parcel ID | Description | Improvement Area #1 | |
|--------------|---|-------------------------------|---|
| | | Outstanding Assessment [a] | Annual Installment Due 1/31/2025 [a] |
| R12103 [b] | Improvement Area #1 Multi-Family | \$ 562,929.92 | \$ 40,786.71 |
| R12103 [b] | Continental Homes of Texas - Single Family Lots | \$ 2,408,898.55 | \$ 174,535.13 |
| R12103 [b] | R12103 - Remainder of Parcel | \$ 1,047,501.70 | \$ 75,896.03 |
| R11267 | Improvement Area #1 Initial Parcel | \$ 1,121,440.99 | \$ 81,253.26 |
| R151669 | Improvement Area #1 Initial Parcel | \$ 192,864.54 | \$ 13,973.87 |
| R200955 | Improvement Area #1 Initial Parcel | \$ 279,120.15 | \$ 20,223.46 |
| R200557 | Improvement Area #1 Initial Parcel | \$ 609,418.89 | \$ 44,155.04 |
| R198051 | Non-Benefited | \$ - | \$ - |
| R200527 | Improvement Area #1 Initial Parcel | \$ 1,329,068.59 | \$ 96,296.77 |
| R200528 | Improvement Area #1 Initial Parcel | \$ 616,308.32 | \$ 44,654.21 |
| R200725 | Improvement Area #1 Initial Parcel | \$ 354,903.83 | \$ 25,714.32 |
| Total | | \$ 8,522,455.49 | \$ 617,488.80 |

Notes:

[a] Outstanding Assessment and Annual Installments are allocated between Improvement Area #1 Initial Parcels (R12103, R11267, R151669, R200955, R200557, R198051, R200527, R200528, & R200725) based on the acreage of the Tax Parcel as calculated by the Hays Central Appraisal District.

[b] Portions of R12103 have been purchased for the purpose of developing single family homes and Multi-Family units. The Assessment and Annual Installment allocable to R12103 have been sub-allocated based on the Estimated Buildout Value of the intended development to account for these purchases.

EXHIBIT A-2 – IMPROVEMENT AREA #2 ASSESSMENT ROLL

| Parcel ID | Description | Improvement Area #2 | |
|--------------|------------------------------------|------------------------|----------------------------------|
| | | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| R12381 | Improvement Area #2 Initial Parcel | \$ 2,027,137.18 | \$ 146,297.50 |
| R198052 | Improvement Area #2 Initial Parcel | \$ 21,025.69 | \$ 1,517.41 |
| R192892 | Industrial - LGC Whisper South | \$ 1,473,046.58 | \$ 107,311.96 |
| R198050 | Non-Benefited | \$ - | \$ - |
| Total | | \$ 3,521,209.45 | \$ 255,126.87 |

Note: The anticipated land use within Improvement Area #2 has been updated from the original SAP. The new land use is shown below:

| Lot Type | Description | Units/SF [a] | Estimated Buildout Value per Unit/SF [a] | Estimated Buildout Value | % Allocation | Assessment | Average Annual Installment | Assessment per Unit/SF | Annual Installment per Unit/SF | PID Equivalent Tax Rate |
|----------------------------|--|--------------|--|--------------------------|----------------|---------------------|----------------------------|------------------------|--------------------------------|-------------------------|
| Improvement Area #2 | | | | | | | | | | |
| Multi-Family | Multi-Family | 680 | \$ 85,000 | \$ 57,800,000 | 43.28% | \$ 1,524,150 | \$ 111,034.89 | \$ 2,241.40 | \$ 163.29 | \$ 0.1921 |
| Industrial | Tilt Wall Industrial - LGC Whisper South [a] | 657,200 | \$ 85 | \$ 55,862,000 | 41.83% | \$ 1,473,047 | \$ 107,311.96 | \$ 2.24 | \$ 0.16 | \$ 0.1921 |
| Commercial | Remainder Commercial | 172,800 | \$ 115 | \$ 19,872,000 | 14.88% | \$ 524,012 | \$ 38,174.49 | \$ 3.03 | \$ 0.22 | \$ 0.1921 |
| IA #2 Total | | | | \$ 133,534,000 | 100.00% | \$ 3,521,209 | \$ 256,521.34 | | | |

Notes

[a] Developer reduced EBV per unit from \$115 per sf to \$83 per sqft in the 2024 SAP Update to account for the reduced costs of building tilt wall industrial product.

EXHIBIT A-3 – IMPROVEMENT AREA #3 ASSESSMENT ROLL

| Parcel ID | Description | Improvement Area #3 | |
|-----------|------------------------------------|------------------------|----------------------------------|
| | | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| R12103 | Improvement Area #3 Initial Parcel | \$ 1,690,335.07 | \$ 122,472.09 |
| | Total | \$ 1,690,335.07 | \$ 122,472.09 |

Note: For billing purposes only, until a plat has been recorded within the Improvement Area #3 Initial Parcel, the Annual Installment will be billed to each Tax Parcel within the Improvement Area #3 Initial Parcel based on the acreage of the Tax Parcel as calculated by the Hays Central Appraisal District.

EXHIBIT B – DEBT SERVICE SCHEDULE FOR THE IMPROVEMENT AREA #1-3 BONDS

DEBT SERVICE REQUIREMENTS

The following table sets forth the debt service requirements for the Bonds:

| Year Ending (September 30) | <u>Principal</u> | <u>Interest</u> | <u>Total</u> |
|-------------------------------|----------------------------|----------------------------|----------------------------|
| 2022 ⁽¹⁾ | \$ - | \$ 370,848 | \$ 370,848 |
| 2023 ⁽¹⁾ | - | 601,375 | 601,375 |
| 2024 | 266,000 | 601,375 | 867,375 |
| 2025 | 276,000 | 591,400 | 867,400 |
| 2026 | 287,000 | 581,050 | 868,050 |
| 2027 | 299,000 | 570,288 | 869,288 |
| 2028 | 310,000 | 559,075 | 869,075 |
| 2029 | 323,000 | 546,675 | 869,675 |
| 2030 | 337,000 | 533,755 | 870,755 |
| 2031 | 351,000 | 520,275 | 871,275 |
| 2032 | 366,000 | 506,235 | 872,235 |
| 2033 | 382,000 | 491,595 | 873,595 |
| 2034 | 399,000 | 475,360 | 874,360 |
| 2035 | 417,000 | 458,403 | 875,403 |
| 2036 | 435,000 | 440,680 | 875,680 |
| 2037 | 455,000 | 422,193 | 877,193 |
| 2038 | 476,000 | 402,855 | 878,855 |
| 2039 | 497,000 | 382,625 | 879,625 |
| 2040 | 520,000 | 361,503 | 881,503 |
| 2041 | 543,000 | 339,403 | 882,403 |
| 2042 | 568,000 | 316,325 | 884,325 |
| 2043 | 593,000 | 292,185 | 885,185 |
| 2044 | 622,000 | 265,500 | 887,500 |
| 2045 | 652,000 | 237,510 | 889,510 |
| 2046 | 683,000 | 208,170 | 891,170 |
| 2047 | 716,000 | 177,435 | 893,435 |
| 2048 | 750,000 | 145,215 | 895,215 |
| 2049 | 787,000 | 111,465 | 898,465 |
| 2050 | 825,000 | 76,050 | 901,050 |
| 2051 | 865,000 | 38,925 | 903,925 |
| Total⁽²⁾ | <u>\$14,000,000</u> | <u>\$11,625,745</u> | <u>\$25,625,745</u> |

⁽¹⁾ Interest due in 2022 and 2023 will be paid from amounts on deposit in the Capitalized Interest Account.

⁽²⁾ Totals may not add due to rounding.

EXHIBIT C – LOT TYPE CLASSIFICATION MAP



WHISPER SOUTH, TEXAS
 PUBLIC IMPROVEMENT DISTRICT
 SAN MARCOS, HAYS COUNTY, TEXAS

LIQUE
 814 Canyon Ave. 123
 SAN ANTONIO, TX 78212
 PHONE 210-649-4287

THIS DOCUMENT IS RELEASED FOR REVIEW PURPOSES ONLY UNDER THE AUTHORITY OF THE SAN MARCO DISTRICT, P.O. 40000

REVISED # _____
 DATE _____
 JOB _____ SHEET SIZE _____
 1190109
 SHEET NO. _____
 1 of 1

EXHIBIT D – HOMEBUYER DISCLOSURES

Homebuyer Disclosures for the following Lot Types are found in this Exhibit:

- Lot Type 1
- Lot Type 2
- Lot Type 3
- Improvement Area #1 Multi-Family
- Improvement Area #2 Multi-Family
- Lot Type Commercial

[Remainder of page left intentionally blank.]

**WHISPER SOUTH PUBLIC IMPROVEMENT DISTRICT - LOT TYPE 1 HOMEBUYER
DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
THE CITY OF SAN MARCOS, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 1 PRINCIPAL ASSESSMENT: \$6,843.46

As the purchaser of the real property described above, you are obligated to pay assessments to the City of San Marcos, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Whisper South Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of San Marcos. The exact amount of each annual installment will be approved each year by the San Marcos City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of San Marcos.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

ANNUAL INSTALLMENTS - LOT TYPE 1

| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs | Additional Interest [b] | Total Annual Installment |
|-------------------------|--------------------|--------------------|----------------------------|----------------------------|-----------------------------|
| 2025 | \$ 137.53 | \$ 294.69 | \$ 29.41 | \$ 34.22 | \$ 495.84 |
| 2026 | \$ 143.01 | \$ 289.53 | \$ 30.00 | \$ 33.53 | \$ 496.06 |
| 2027 | \$ 148.99 | \$ 284.17 | \$ 30.60 | \$ 32.81 | \$ 496.56 |
| 2028 | \$ 154.47 | \$ 278.58 | \$ 31.21 | \$ 32.07 | \$ 496.33 |
| 2029 | \$ 160.95 | \$ 272.40 | \$ 31.83 | \$ 31.30 | \$ 496.48 |
| 2030 | \$ 167.92 | \$ 265.96 | \$ 32.47 | \$ 30.49 | \$ 496.85 |
| 2031 | \$ 174.90 | \$ 259.25 | \$ 33.12 | \$ 29.65 | \$ 496.92 |
| 2032 | \$ 182.37 | \$ 252.25 | \$ 33.78 | \$ 28.78 | \$ 497.18 |
| 2033 | \$ 190.35 | \$ 244.95 | \$ 34.46 | \$ 27.87 | \$ 497.62 |
| 2034 | \$ 198.82 | \$ 236.87 | \$ 35.14 | \$ 26.91 | \$ 497.74 |
| 2035 | \$ 207.79 | \$ 228.42 | \$ 35.85 | \$ 25.92 | \$ 497.97 |
| 2036 | \$ 216.75 | \$ 219.58 | \$ 36.56 | \$ 24.88 | \$ 497.79 |
| 2037 | \$ 226.72 | \$ 210.37 | \$ 37.30 | \$ 23.80 | \$ 498.19 |
| 2038 | \$ 237.18 | \$ 200.74 | \$ 38.04 | \$ 22.66 | \$ 498.63 |
| 2039 | \$ 247.65 | \$ 190.66 | \$ 38.80 | \$ 21.48 | \$ 498.59 |
| 2040 | \$ 259.11 | \$ 180.13 | \$ 39.58 | \$ 20.24 | \$ 499.06 |
| 2041 | \$ 270.57 | \$ 169.12 | \$ 40.37 | \$ 18.94 | \$ 499.00 |
| 2042 | \$ 283.03 | \$ 157.62 | \$ 41.18 | \$ 17.59 | \$ 499.42 |
| 2043 | \$ 295.48 | \$ 145.59 | \$ 42.00 | \$ 16.18 | \$ 499.25 |
| 2044 | \$ 309.93 | \$ 132.29 | \$ 42.84 | \$ 14.70 | \$ 499.77 |
| 2045 | \$ 324.88 | \$ 118.35 | \$ 43.70 | \$ 13.15 | \$ 500.08 |
| 2046 | \$ 340.33 | \$ 103.73 | \$ 44.57 | \$ 11.53 | \$ 500.16 |
| 2047 | \$ 356.77 | \$ 88.41 | \$ 45.46 | \$ 9.82 | \$ 500.47 |
| 2048 | \$ 373.71 | \$ 72.36 | \$ 46.37 | \$ 8.04 | \$ 500.49 |
| 2049 | \$ 392.15 | \$ 55.54 | \$ 47.30 | \$ 6.17 | \$ 501.16 |
| 2050 | \$ 411.09 | \$ 37.89 | \$ 48.25 | \$ 4.21 | \$ 501.44 |
| 2051 | \$ 431.02 | \$ 19.40 | \$ 49.21 | \$ 2.16 | \$ 501.78 |
| Total | \$ 6,843.46 | \$ 5,008.85 | \$ 1,039.40 | \$ 569.11 | \$ 13,460.81 |

[a] Interest is calculated at the actual rate of the Improvement Area 1 - 3 Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

**WHISPER SOUTH PUBLIC IMPROVEMENT DISTRICT - LOT TYPE 2 HOMEBUYER
DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
THE CITY OF SAN MARCOS, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 2 PRINCIPAL ASSESSMENT: \$7,864.46

As the purchaser of the real property described above, you are obligated to pay assessments to the City of San Marcos, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Whisper South Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of San Marcos. The exact amount of each annual installment will be approved each year by the San Marcos City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of San Marcos.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

ANNUAL INSTALLMENTS - LOT TYPE 2

| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs | Additional Interest [b] | Total Annual Installment |
|-------------------------|--------------------|--------------------|----------------------------|----------------------------|-----------------------------|
| 2025 | \$ 158.05 | \$ 338.65 | \$ 33.80 | \$ 39.32 | \$ 569.81 |
| 2026 | \$ 164.34 | \$ 332.73 | \$ 34.47 | \$ 38.53 | \$ 570.07 |
| 2027 | \$ 171.22 | \$ 326.56 | \$ 35.16 | \$ 37.71 | \$ 570.65 |
| 2028 | \$ 177.51 | \$ 320.14 | \$ 35.86 | \$ 36.85 | \$ 570.37 |
| 2029 | \$ 184.96 | \$ 313.04 | \$ 36.58 | \$ 35.97 | \$ 570.55 |
| 2030 | \$ 192.98 | \$ 305.64 | \$ 37.31 | \$ 35.04 | \$ 570.97 |
| 2031 | \$ 200.99 | \$ 297.92 | \$ 38.06 | \$ 34.08 | \$ 571.05 |
| 2032 | \$ 209.58 | \$ 289.88 | \$ 38.82 | \$ 33.07 | \$ 571.36 |
| 2033 | \$ 218.74 | \$ 281.50 | \$ 39.60 | \$ 32.02 | \$ 571.86 |
| 2034 | \$ 228.48 | \$ 272.20 | \$ 40.39 | \$ 30.93 | \$ 572.00 |
| 2035 | \$ 238.79 | \$ 262.49 | \$ 41.20 | \$ 29.79 | \$ 572.26 |
| 2036 | \$ 249.09 | \$ 252.35 | \$ 42.02 | \$ 28.59 | \$ 572.05 |
| 2037 | \$ 260.55 | \$ 241.76 | \$ 42.86 | \$ 27.35 | \$ 572.51 |
| 2038 | \$ 272.57 | \$ 230.69 | \$ 43.72 | \$ 26.05 | \$ 573.02 |
| 2039 | \$ 284.60 | \$ 219.10 | \$ 44.59 | \$ 24.68 | \$ 572.97 |
| 2040 | \$ 297.77 | \$ 207.01 | \$ 45.48 | \$ 23.26 | \$ 573.52 |
| 2041 | \$ 310.94 | \$ 194.35 | \$ 46.39 | \$ 21.77 | \$ 573.45 |
| 2042 | \$ 325.25 | \$ 181.14 | \$ 47.32 | \$ 20.22 | \$ 573.93 |
| 2043 | \$ 339.57 | \$ 167.31 | \$ 48.27 | \$ 18.59 | \$ 573.74 |
| 2044 | \$ 356.17 | \$ 152.03 | \$ 49.23 | \$ 16.89 | \$ 574.33 |
| 2045 | \$ 373.35 | \$ 136.00 | \$ 50.22 | \$ 15.11 | \$ 574.69 |
| 2046 | \$ 391.10 | \$ 119.20 | \$ 51.22 | \$ 13.24 | \$ 574.78 |
| 2047 | \$ 410.00 | \$ 101.60 | \$ 52.25 | \$ 11.29 | \$ 575.14 |
| 2048 | \$ 429.47 | \$ 83.15 | \$ 53.29 | \$ 9.24 | \$ 575.16 |
| 2049 | \$ 450.66 | \$ 63.83 | \$ 54.36 | \$ 7.09 | \$ 575.93 |
| 2050 | \$ 472.42 | \$ 43.55 | \$ 55.44 | \$ 4.84 | \$ 576.25 |
| 2051 | \$ 495.32 | \$ 22.29 | \$ 56.55 | \$ 2.48 | \$ 576.64 |
| Total | \$ 7,864.46 | \$ 5,756.13 | \$ 1,194.47 | \$ 654.01 | \$ 15,469.08 |

[a] Interest is calculated at the actual rate of the Improvement Area 1 - 3 Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

WHISPER SOUTH PUBLIC IMPROVEMENT DISTRICT - LOT TYPE 3 HOMEBUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
THE CITY OF SAN MARCOS, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 3 PRINCIPAL ASSESSMENT: \$9,382.17

As the purchaser of the real property described above, you are obligated to pay assessments to the City of San Marcos, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Whisper South Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of San Marcos. The exact amount of each annual installment will be approved each year by the San Marcos City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of San Marcos.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

ANNUAL INSTALLMENTS - LOT TYPE 3

| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs | Additional Interest [b] | Total Annual Installment |
|-------------------------|--------------------|--------------------|----------------------------|----------------------------|-----------------------------|
| 2025 | \$ 188.55 | \$ 404.01 | \$ 40.32 | \$ 46.91 | \$ 679.78 |
| 2026 | \$ 196.06 | \$ 396.94 | \$ 41.12 | \$ 45.97 | \$ 680.09 |
| 2027 | \$ 204.26 | \$ 389.58 | \$ 41.95 | \$ 44.99 | \$ 680.77 |
| 2028 | \$ 211.77 | \$ 381.92 | \$ 42.78 | \$ 43.97 | \$ 680.45 |
| 2029 | \$ 220.65 | \$ 373.45 | \$ 43.64 | \$ 42.91 | \$ 680.65 |
| 2030 | \$ 230.22 | \$ 364.63 | \$ 44.51 | \$ 41.80 | \$ 681.16 |
| 2031 | \$ 239.78 | \$ 355.42 | \$ 45.40 | \$ 40.65 | \$ 681.25 |
| 2032 | \$ 250.03 | \$ 345.83 | \$ 46.31 | \$ 39.45 | \$ 681.62 |
| 2033 | \$ 260.96 | \$ 335.83 | \$ 47.24 | \$ 38.20 | \$ 682.22 |
| 2034 | \$ 272.57 | \$ 324.73 | \$ 48.18 | \$ 36.90 | \$ 682.39 |
| 2035 | \$ 284.87 | \$ 313.15 | \$ 49.15 | \$ 35.54 | \$ 682.70 |
| 2036 | \$ 297.16 | \$ 301.04 | \$ 50.13 | \$ 34.11 | \$ 682.45 |
| 2037 | \$ 310.83 | \$ 288.41 | \$ 51.13 | \$ 32.63 | \$ 683.00 |
| 2038 | \$ 325.17 | \$ 275.20 | \$ 52.15 | \$ 31.07 | \$ 683.60 |
| 2039 | \$ 339.52 | \$ 261.38 | \$ 53.20 | \$ 29.45 | \$ 683.55 |
| 2040 | \$ 355.23 | \$ 246.95 | \$ 54.26 | \$ 27.75 | \$ 684.19 |
| 2041 | \$ 370.94 | \$ 231.86 | \$ 55.35 | \$ 25.97 | \$ 684.12 |
| 2042 | \$ 388.02 | \$ 216.09 | \$ 56.45 | \$ 24.12 | \$ 684.68 |
| 2043 | \$ 405.10 | \$ 199.60 | \$ 57.58 | \$ 22.18 | \$ 684.46 |
| 2044 | \$ 424.91 | \$ 181.37 | \$ 58.73 | \$ 20.15 | \$ 685.17 |
| 2045 | \$ 445.40 | \$ 162.25 | \$ 59.91 | \$ 18.03 | \$ 685.59 |
| 2046 | \$ 466.58 | \$ 142.21 | \$ 61.11 | \$ 15.80 | \$ 685.70 |
| 2047 | \$ 489.12 | \$ 121.21 | \$ 62.33 | \$ 13.47 | \$ 686.13 |
| 2048 | \$ 512.35 | \$ 99.20 | \$ 63.58 | \$ 11.02 | \$ 686.15 |
| 2049 | \$ 537.63 | \$ 76.15 | \$ 64.85 | \$ 8.46 | \$ 687.08 |
| 2050 | \$ 563.59 | \$ 51.95 | \$ 66.14 | \$ 5.77 | \$ 687.45 |
| 2051 | \$ 590.91 | \$ 26.59 | \$ 67.47 | \$ 2.95 | \$ 687.92 |
| Total | \$ 9,382.17 | \$ 6,866.97 | \$ 1,424.98 | \$ 780.23 | \$ 18,454.34 |

[a] Interest is calculated at the actual rate of the Improvement Area 1 - 3 Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

WHISPER SOUTH PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #1
MULTI-FAMILY BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
THE CITY OF SAN MARCOS, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

IMPROVEMENT AREA #1 MULTI-FAMILY PRINCIPAL ASSESSMENT: \$2,345.54 PER UNIT

As the purchaser of the real property described above, you are obligated to pay assessments to the City of San Marcos, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Whisper South Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of San Marcos. The exact amount of each annual installment will be approved each year by the San Marcos City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of San Marcos.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

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§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 MULTI-FAMILY

| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs | Additional Interest [b] | Total Annual Installment |
|-------------------------|--------------------|--------------------|----------------------------|----------------------------|-----------------------------|
| 2025 | \$ 47.14 | \$ 101.00 | \$ 10.08 | \$ 11.73 | \$ 169.94 |
| 2026 | \$ 49.01 | \$ 99.23 | \$ 10.28 | \$ 11.49 | \$ 170.02 |
| 2027 | \$ 51.06 | \$ 97.40 | \$ 10.49 | \$ 11.25 | \$ 170.19 |
| 2028 | \$ 52.94 | \$ 95.48 | \$ 10.70 | \$ 10.99 | \$ 170.11 |
| 2029 | \$ 55.16 | \$ 93.36 | \$ 10.91 | \$ 10.73 | \$ 170.16 |
| 2030 | \$ 57.55 | \$ 91.16 | \$ 11.13 | \$ 10.45 | \$ 170.29 |
| 2031 | \$ 59.95 | \$ 88.85 | \$ 11.35 | \$ 10.16 | \$ 170.31 |
| 2032 | \$ 62.51 | \$ 86.46 | \$ 11.58 | \$ 9.86 | \$ 170.40 |
| 2033 | \$ 65.24 | \$ 83.96 | \$ 11.81 | \$ 9.55 | \$ 170.56 |
| 2034 | \$ 68.14 | \$ 81.18 | \$ 12.05 | \$ 9.22 | \$ 170.60 |
| 2035 | \$ 71.22 | \$ 78.29 | \$ 12.29 | \$ 8.88 | \$ 170.68 |
| 2036 | \$ 74.29 | \$ 75.26 | \$ 12.53 | \$ 8.53 | \$ 170.61 |
| 2037 | \$ 77.71 | \$ 72.10 | \$ 12.78 | \$ 8.16 | \$ 170.75 |
| 2038 | \$ 81.29 | \$ 68.80 | \$ 13.04 | \$ 7.77 | \$ 170.90 |
| 2039 | \$ 84.88 | \$ 65.35 | \$ 13.30 | \$ 7.36 | \$ 170.89 |
| 2040 | \$ 88.81 | \$ 61.74 | \$ 13.57 | \$ 6.94 | \$ 171.05 |
| 2041 | \$ 92.74 | \$ 57.96 | \$ 13.84 | \$ 6.49 | \$ 171.03 |
| 2042 | \$ 97.01 | \$ 54.02 | \$ 14.11 | \$ 6.03 | \$ 171.17 |
| 2043 | \$ 101.27 | \$ 49.90 | \$ 14.40 | \$ 5.54 | \$ 171.12 |
| 2044 | \$ 106.23 | \$ 45.34 | \$ 14.68 | \$ 5.04 | \$ 171.29 |
| 2045 | \$ 111.35 | \$ 40.56 | \$ 14.98 | \$ 4.51 | \$ 171.40 |
| 2046 | \$ 116.65 | \$ 35.55 | \$ 15.28 | \$ 3.95 | \$ 171.42 |
| 2047 | \$ 122.28 | \$ 30.30 | \$ 15.58 | \$ 3.37 | \$ 171.53 |
| 2048 | \$ 128.09 | \$ 24.80 | \$ 15.89 | \$ 2.76 | \$ 171.54 |
| 2049 | \$ 134.41 | \$ 19.04 | \$ 16.21 | \$ 2.12 | \$ 171.77 |
| 2050 | \$ 140.90 | \$ 12.99 | \$ 16.54 | \$ 1.44 | \$ 171.86 |
| 2051 | \$ 147.73 | \$ 6.65 | \$ 16.87 | \$ 0.74 | \$ 171.98 |
| Total | \$ 2,345.54 | \$ 1,716.74 | \$ 356.24 | \$ 195.06 | \$ 4,613.58 |

[a] Interest is calculated at the actual rate of the Improvement Area 1 - 3 Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

WHISPER SOUTH PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #2
MULTI-FAMILY BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
THE CITY OF SAN MARCOS, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

IMPROVEMENT AREA #2 MULTI-FAMILY PRINCIPAL ASSESSMENT: \$2,263.68 PER UNIT

As the purchaser of the real property described above, you are obligated to pay assessments to the City of San Marcos, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Whisper South Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of San Marcos. The exact amount of each annual installment will be approved each year by the San Marcos City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of San Marcos.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2 MULTI-FAMILY

| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs | Additional Interest [b] | Total Annual Installment |
|-------------------------|--------------------|--------------------|----------------------------|----------------------------|-----------------------------|
| 2025 | \$ 45.04 | \$ 96.52 | \$ 9.63 | \$ 11.21 | \$ 162.40 |
| 2026 | \$ 46.84 | \$ 94.83 | \$ 9.82 | \$ 10.98 | \$ 162.47 |
| 2027 | \$ 48.80 | \$ 93.07 | \$ 10.02 | \$ 10.75 | \$ 162.64 |
| 2028 | \$ 50.59 | \$ 91.24 | \$ 10.22 | \$ 10.50 | \$ 162.56 |
| 2029 | \$ 52.71 | \$ 89.22 | \$ 10.43 | \$ 10.25 | \$ 162.61 |
| 2030 | \$ 55.00 | \$ 87.11 | \$ 10.63 | \$ 9.99 | \$ 162.73 |
| 2031 | \$ 57.28 | \$ 84.91 | \$ 10.85 | \$ 9.71 | \$ 162.75 |
| 2032 | \$ 59.73 | \$ 82.62 | \$ 11.06 | \$ 9.43 | \$ 162.84 |
| 2033 | \$ 62.34 | \$ 80.23 | \$ 11.29 | \$ 9.13 | \$ 162.98 |
| 2034 | \$ 65.12 | \$ 77.58 | \$ 11.51 | \$ 8.82 | \$ 163.02 |
| 2035 | \$ 68.05 | \$ 74.81 | \$ 11.74 | \$ 8.49 | \$ 163.10 |
| 2036 | \$ 70.99 | \$ 71.92 | \$ 11.98 | \$ 8.15 | \$ 163.04 |
| 2037 | \$ 74.26 | \$ 68.90 | \$ 12.22 | \$ 7.79 | \$ 163.17 |
| 2038 | \$ 77.68 | \$ 65.75 | \$ 12.46 | \$ 7.42 | \$ 163.31 |
| 2039 | \$ 81.11 | \$ 62.44 | \$ 12.71 | \$ 7.03 | \$ 163.30 |
| 2040 | \$ 84.86 | \$ 59.00 | \$ 12.96 | \$ 6.63 | \$ 163.45 |
| 2041 | \$ 88.62 | \$ 55.39 | \$ 13.22 | \$ 6.20 | \$ 163.44 |
| 2042 | \$ 92.70 | \$ 51.62 | \$ 13.49 | \$ 5.76 | \$ 163.57 |
| 2043 | \$ 96.78 | \$ 47.68 | \$ 13.76 | \$ 5.30 | \$ 163.52 |
| 2044 | \$ 101.51 | \$ 43.33 | \$ 14.03 | \$ 4.81 | \$ 163.69 |
| 2045 | \$ 106.41 | \$ 38.76 | \$ 14.31 | \$ 4.31 | \$ 163.79 |
| 2046 | \$ 111.47 | \$ 33.97 | \$ 14.60 | \$ 3.77 | \$ 163.81 |
| 2047 | \$ 116.85 | \$ 28.96 | \$ 14.89 | \$ 3.22 | \$ 163.92 |
| 2048 | \$ 122.40 | \$ 23.70 | \$ 15.19 | \$ 2.63 | \$ 163.92 |
| 2049 | \$ 128.44 | \$ 18.19 | \$ 15.49 | \$ 2.02 | \$ 164.14 |
| 2050 | \$ 134.64 | \$ 12.41 | \$ 15.80 | \$ 1.38 | \$ 164.23 |
| 2051 | \$ 141.17 | \$ 6.35 | \$ 16.12 | \$ 0.71 | \$ 164.34 |
| Total | \$ 2,241.40 | \$ 1,640.52 | \$ 340.43 | \$ 186.40 | \$ 4,408.74 |

[a] Interest is calculated at the actual rate of the Improvement Area 1 - 3 Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

WHISPER SOUTH PUBLIC IMPROVEMENT DISTRICT - LOT TYPE COMMERCIAL BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
THE CITY OF SAN MARCOS, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE COMMERCIAL PRINCIPAL ASSESSMENT: \$3.06 PER SQ FT

As the purchaser of the real property described above, you are obligated to pay assessments to the City of San Marcos, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Whisper South Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of San Marcos. The exact amount of each annual installment will be approved each year by the San Marcos City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of San Marcos.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

ANNUAL INSTALLMENTS - LOT TYPE COMMERCIAL

| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs | Additional Interest [b] | Total Annual Installment |
|-------------------------|----------------|----------------|----------------------------|----------------------------|-----------------------------|
| 2025 | \$ 0.06 | \$ 0.13 | \$ 0.01 | \$ 0.02 | \$ 0.22 |
| 2026 | \$ 0.06 | \$ 0.13 | \$ 0.01 | \$ 0.01 | \$ 0.22 |
| 2027 | \$ 0.07 | \$ 0.13 | \$ 0.01 | \$ 0.01 | \$ 0.22 |
| 2028 | \$ 0.07 | \$ 0.12 | \$ 0.01 | \$ 0.01 | \$ 0.22 |
| 2029 | \$ 0.07 | \$ 0.12 | \$ 0.01 | \$ 0.01 | \$ 0.22 |
| 2030 | \$ 0.07 | \$ 0.12 | \$ 0.01 | \$ 0.01 | \$ 0.22 |
| 2031 | \$ 0.08 | \$ 0.11 | \$ 0.01 | \$ 0.01 | \$ 0.22 |
| 2032 | \$ 0.08 | \$ 0.11 | \$ 0.01 | \$ 0.01 | \$ 0.22 |
| 2033 | \$ 0.08 | \$ 0.11 | \$ 0.02 | \$ 0.01 | \$ 0.22 |
| 2034 | \$ 0.09 | \$ 0.10 | \$ 0.02 | \$ 0.01 | \$ 0.22 |
| 2035 | \$ 0.09 | \$ 0.10 | \$ 0.02 | \$ 0.01 | \$ 0.22 |
| 2036 | \$ 0.10 | \$ 0.10 | \$ 0.02 | \$ 0.01 | \$ 0.22 |
| 2037 | \$ 0.10 | \$ 0.09 | \$ 0.02 | \$ 0.01 | \$ 0.22 |
| 2038 | \$ 0.11 | \$ 0.09 | \$ 0.02 | \$ 0.01 | \$ 0.22 |
| 2039 | \$ 0.11 | \$ 0.08 | \$ 0.02 | \$ 0.01 | \$ 0.22 |
| 2040 | \$ 0.11 | \$ 0.08 | \$ 0.02 | \$ 0.01 | \$ 0.22 |
| 2041 | \$ 0.12 | \$ 0.07 | \$ 0.02 | \$ 0.01 | \$ 0.22 |
| 2042 | \$ 0.13 | \$ 0.07 | \$ 0.02 | \$ 0.01 | \$ 0.22 |
| 2043 | \$ 0.13 | \$ 0.06 | \$ 0.02 | \$ 0.01 | \$ 0.22 |
| 2044 | \$ 0.14 | \$ 0.06 | \$ 0.02 | \$ 0.01 | \$ 0.22 |
| 2045 | \$ 0.14 | \$ 0.05 | \$ 0.02 | \$ 0.01 | \$ 0.22 |
| 2046 | \$ 0.15 | \$ 0.05 | \$ 0.02 | \$ 0.01 | \$ 0.22 |
| 2047 | \$ 0.16 | \$ 0.04 | \$ 0.02 | \$ 0.00 | \$ 0.22 |
| 2048 | \$ 0.17 | \$ 0.03 | \$ 0.02 | \$ 0.00 | \$ 0.22 |
| 2049 | \$ 0.17 | \$ 0.02 | \$ 0.02 | \$ 0.00 | \$ 0.22 |
| 2050 | \$ 0.18 | \$ 0.02 | \$ 0.02 | \$ 0.00 | \$ 0.22 |
| 2051 | \$ 0.19 | \$ 0.01 | \$ 0.02 | \$ 0.00 | \$ 0.22 |
| Total | \$ 3.03 | \$ 2.22 | \$ 0.46 | \$ 0.25 | \$ 5.96 |

[a] Interest is calculated at the actual rate of the Improvement Area 1 - 3 Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

**WHISPER SOUTH PUBLIC IMPROVEMENT DISTRICT - LOT TYPE LGC INDUSTRIAL
BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
THE CITY OF SAN MARCOS, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE LGC INDUSTRIAL PRINCIPAL ASSESSMENT: \$1,473,046.58

As the purchaser of the real property described above, you are obligated to pay assessments to the City of San Marcos, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Whisper South Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of San Marcos. The exact amount of each annual installment will be approved each year by the San Marcos City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of San Marcos. Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

ANNUAL INSTALLMENTS - LOT TYPE LGC INDUSTRIAL

| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs | Additional Interest [b] | Total Annual Installment |
|-------------------------|------------------------|------------------------|----------------------------|----------------------------|-----------------------------|
| 2025 | \$ 29,602.51 | \$ 63,430.88 | \$ 6,329.98 | \$ 7,365.23 | \$ 106,728.60 |
| 2026 | \$ 30,782.32 | \$ 62,320.79 | \$ 6,456.58 | \$ 7,217.22 | \$ 106,776.91 |
| 2027 | \$ 32,069.38 | \$ 61,166.45 | \$ 6,585.71 | \$ 7,063.31 | \$ 106,884.86 |
| 2028 | \$ 33,249.19 | \$ 59,963.85 | \$ 6,717.42 | \$ 6,902.96 | \$ 106,833.43 |
| 2029 | \$ 34,643.52 | \$ 58,633.88 | \$ 6,851.77 | \$ 6,736.72 | \$ 106,865.89 |
| 2030 | \$ 36,145.09 | \$ 57,248.14 | \$ 6,988.81 | \$ 6,563.50 | \$ 106,945.54 |
| 2031 | \$ 37,646.67 | \$ 55,802.34 | \$ 7,128.58 | \$ 6,382.77 | \$ 106,960.36 |
| 2032 | \$ 39,255.50 | \$ 54,296.47 | \$ 7,271.16 | \$ 6,194.54 | \$ 107,017.67 |
| 2033 | \$ 40,971.59 | \$ 52,726.25 | \$ 7,416.58 | \$ 5,998.26 | \$ 107,112.68 |
| 2034 | \$ 42,794.93 | \$ 50,984.96 | \$ 7,564.91 | \$ 5,793.40 | \$ 107,138.20 |
| 2035 | \$ 44,725.53 | \$ 49,166.17 | \$ 7,716.21 | \$ 5,579.43 | \$ 107,187.34 |
| 2036 | \$ 46,656.13 | \$ 47,265.34 | \$ 7,870.53 | \$ 5,355.80 | \$ 107,147.80 |
| 2037 | \$ 48,801.24 | \$ 45,282.45 | \$ 8,027.94 | \$ 5,122.52 | \$ 107,234.16 |
| 2038 | \$ 51,053.60 | \$ 43,208.40 | \$ 8,188.50 | \$ 4,878.51 | \$ 107,329.02 |
| 2039 | \$ 53,305.97 | \$ 41,038.62 | \$ 8,352.27 | \$ 4,623.25 | \$ 107,320.11 |
| 2040 | \$ 55,772.84 | \$ 38,773.12 | \$ 8,519.32 | \$ 4,356.72 | \$ 107,422.00 |
| 2041 | \$ 58,239.72 | \$ 36,402.77 | \$ 8,689.70 | \$ 4,077.85 | \$ 107,410.05 |
| 2042 | \$ 60,921.11 | \$ 33,927.59 | \$ 8,863.50 | \$ 3,786.65 | \$ 107,498.84 |
| 2043 | \$ 63,602.49 | \$ 31,338.44 | \$ 9,040.77 | \$ 3,482.05 | \$ 107,463.75 |
| 2044 | \$ 66,712.90 | \$ 28,476.33 | \$ 9,221.58 | \$ 3,164.04 | \$ 107,574.85 |
| 2045 | \$ 69,930.56 | \$ 25,474.25 | \$ 9,406.02 | \$ 2,830.47 | \$ 107,641.30 |
| 2046 | \$ 73,255.48 | \$ 22,327.37 | \$ 9,594.14 | \$ 2,480.82 | \$ 107,657.81 |
| 2047 | \$ 76,794.91 | \$ 19,030.87 | \$ 9,786.02 | \$ 2,114.54 | \$ 107,726.35 |
| 2048 | \$ 80,441.60 | \$ 15,575.10 | \$ 9,981.74 | \$ 1,730.57 | \$ 107,729.01 |
| 2049 | \$ 84,410.05 | \$ 11,955.23 | \$ 10,181.37 | \$ 1,328.36 | \$ 107,875.02 |
| 2050 | \$ 88,485.76 | \$ 8,156.78 | \$ 10,385.00 | \$ 906.31 | \$ 107,933.85 |
| 2051 | \$ 92,775.98 | \$ 4,174.92 | \$ 10,592.70 | \$ 463.88 | \$ 108,007.48 |
| Total | \$ 1,473,046.58 | \$ 1,078,147.77 | \$ 223,728.81 | \$ 122,499.69 | \$ 2,897,422.85 |

[a] Interest is calculated at the actual rate of the Improvement Area 1 - 3 Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.