

**CITY OF SAN MARCOS, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2020
(WHISPER PUBLIC IMPROVEMENT DISTRICT)**

CONTINUING DISCLOSURE AGREEMENT OF 135 RESIDENTIAL

This Continuing Disclosure Agreement of 135 Residential dated as of June 2, 2020 (this “Disclosure Agreement”) is executed and delivered by and among 135 Residential Development, LLC, a Texas limited liability company (“135 Residential”), P3Works, LLC (the “Administrator”), and UMB Bank, N.A. (the “Dissemination Agent”) with respect to the “City of San Marcos, Texas, Special Assessment Revenue Bonds, Series 2020 (Whisper Public Improvement District)” (the “Bonds”). 135 Residential, the Administrator and the Dissemination Agent covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by 135 Residential, the Administrator and the Dissemination Agent for the benefit of the Owners (defined below) and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Disclosure Agreement shall be filed with the MSRB through EMMA (defined below).

SECTION 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust dated as of June 2, 2020, relating to the Bonds (the “Indenture”), which apply to any capitalized term used in this Disclosure Agreement, including the Exhibits hereto, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“135 Residential” shall mean 135 Residential Development, LLC, a Texas limited liability company, and its designated successors and assigns.

“135 Residential Land” shall mean the land within the District designated as Tract #3 (Parcel 6) in “Exhibit I – Land Use Matrix” of the original Service and Assessment Plan, consisting of approximately 131 acres of land.

“135 Residential Listed Events” shall mean any of the events listed in Section 4(a) of this Disclosure Agreement.

“Administrator” shall mean the Issuer or the person or independent firm designated by the Issuer who shall have the responsibility provided in the Service and Assessment Plan, the Indenture, or any other agreement or document approved by the Issuer related to the duties and responsibilities of the administration of the District. The Issuer has selected P3Works, LLC as the current Administrator.

“Amenity Center” shall mean the approximately 2-acre private amenity center to be constructed by 135 Residential in the District, consisting of a pool, playscape, basketball court, open-air pavilion, parks, landscaping, and other similar improvements.

“Annual Collection Costs” shall have the meaning assigned to such term in the Indenture.

“Annual Installment” shall have the meaning assigned to such term in the Indenture.

“Annual Service Plan Update” shall mean the annual review and update of the Service and Assessment Plan required by the PID Act and the Service and Assessment Plan.

“Assessed Property” shall have the meaning assigned to such term in the Indenture.

“Assessments” shall have the meaning assigned to such term in the Indenture.

“Business Day” shall mean any day other than a Saturday, Sunday or legal holiday in the State of Texas observed as such by the Issuer or the Trustee or any national holiday observed by the Trustee.

“Certification Letter” shall mean a certification letter provided by a Reporting Party pursuant to Section 3, in substantially the form attached as Exhibit D.

“Developer” shall mean Whisper Master Community Ltd., a Texas limited partnership, and its designated successors and assigns.

“Disclosure Agreement of Developer” shall mean the Continuing Disclosure Agreement of the Developer dated as of June 2, 2020 executed and delivered by the Developer, the Administrator and the Dissemination Agent.

“Disclosure Agreement of Issuer” shall mean the Continuing Disclosure Agreement of the Issuer dated as of June 2, 2020 executed and delivered by and among the Issuer and the Dissemination Agent.

“Disclosure Agreement of Yarrington” shall mean the Continuing Disclosure Agreement of Yarrington dated as of June 2, 2020 executed and delivered by Yarrington, the Administrator and the Dissemination Agent.

“Dissemination Agent” shall mean UMB Bank, N.A., or any successor Dissemination Agent designated in writing by the Issuer and 135 Residential and which has filed with the Trustee a written acceptance of such designation.

“District” shall mean Whisper Public Improvement District.

“EMMA” shall mean the Electronic Municipal Market Access System available on the internet at <http://emma.msrb.org>.

“Homebuilder(s)” shall mean any merchant homebuilder who enters into a Homebuilder Agreement of Sale and Purchase with 135 Residential, and the affiliates and/or successors and assigns of such homebuilder under such Homebuilder Agreement of Sale and Purchase.

“Homebuilder Agreement of Sale and Purchase” shall mean, with respect to lots or land within the District, any agreement of sale and purchase between one or more Homebuilders and 135 Residential, to purchase lots or to purchase land intended for single family residential use.

“Issuer” shall mean the City of San Marcos, Texas.

“Listed Events” shall mean any of the events listed in Section 4(a) and 4(b) of this Disclosure Agreement.

“Major Improvements” shall have the meaning assigned to such term in the Indenture.

“MSRB” shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive continuing disclosure reports pursuant to the Rule.

“Outstanding” shall have the meaning assigned to such term in the Indenture.

“Owner” shall mean the registered owner of any Bonds.

“Parcel” shall have the meaning assigned to such term in the Indenture.

“Participating Underwriter” shall mean FMSbonds, Inc., and its successors and assigns.

“PID Act” means Chapter 372, Texas Local Government Code, as amended.

“Quarterly Ending Date” shall mean each March 31, June 30, September 30 and December 31, beginning September 30, 2020.

“Quarterly Filing Date” shall mean for each Quarterly Ending Date, the fifteenth calendar day of the second month following such Quarterly Ending Date being May 15, August 15, November 15, and February 15.

“Quarterly Information” shall have the meaning assigned to such term in Section 3 of this Disclosure Agreement.

“Quarterly Report” shall mean any Quarterly Report described in Section 3 of this Disclosure Agreement and substantially similar to that attached as Exhibit A hereto.

“Reporting Party” shall mean, collectively, 135 Residential and any Significant Homebuilder.

“Rule” shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“SEC” shall mean the United States Securities and Exchange Commission.

“Service and Assessment Plan” shall have the meaning assigned to such term in the Indenture.

“SF Parcel” shall mean any Parcel in the 135 Residential Land that is designated for single family residential use.

“Significant Homebuilder” shall mean a Homebuilder that then owns ten (10) or more single family residential lots within the District.

“Significant Homebuilder Listed Events” shall mean any of the events listed in Section 4(b) of this Disclosure Agreement.

“Trustee” shall mean UMB Bank, N.A., or any successor trustee pursuant to the Indenture, and its designated successors and assigns.

“Yarrington” shall mean Yarrington Partners, Ltd., a Texas limited partnership, and its designated successors and assigns.

SECTION 3. Quarterly Reports.

(a) 135 Residential, with respect to the 135 Residential Land, and any Significant Homebuilder, with respect to its acquired real property, shall, at its cost and expense, provide, or cause to be provided, to the Administrator, not more than ten (10) days after each Quarterly Ending Date, beginning with September 30, 2020, the information required for the preparation of the Quarterly Report (with respect to each Reporting Party, the “Quarterly Information”). The Reporting Party shall provide, or cause to be provided, such Quarterly Information until such party’s obligations terminate pursuant to Section 6 of this Disclosure Agreement. For the avoidance of doubt, (i) if 135 Residential elects, 135 Residential may, but shall not be obligated to, provide any Quarterly Information on behalf of any Significant Homebuilder and (ii) 135 Residential shall remain obligated with respect to any real property acquired by such Significant Homebuilder only until an acknowledgment of assignment with respect to such real property is delivered in accordance with Section 5 of this Disclosure Agreement, at which time 135 Residential shall have no further obligation or liability for disclosures or other responsibilities under this Disclosure Agreement as to the property transferred.

(b) The Administrator shall (i) prepare each Quarterly Report with the Quarterly Information provided by each Reporting Party pursuant to subsection (a) above and (ii) provide to the Reporting Parties each Quarterly Report for review no later than twenty (20) days after each Quarterly Ending Date. Each Reporting Party shall review the Quarterly Report and, upon such review, shall promptly, but no later than thirty (30) days after each Quarterly Ending Date, provide to the Administrator the Certification Letter and authorize the Administrator to provide such Quarterly Report and Certification Letter to the Issuer and Dissemination Agent pursuant to subsection (c) below. In all cases, each Reporting Party shall have the sole responsibility for the content, design and other elements comprising substantive contents of all of the Quarterly Information provided by such Reporting Party contained in the Quarterly Report. Notwithstanding anything to the contrary in this Disclosure Agreement, 135 Residential shall use commercially reasonable efforts to cause to be provided any information required by this Section 3 regarding and in the possession of a Homebuilder that is not a Significant Homebuilder. Without limiting the generality of the immediately preceding sentence, commercially reasonable efforts in such regard shall include, but not be limited to, ensuring that each Homebuilder Agreement of Sale and Purchase that is executed with a Homebuilder that is not a Significant Homebuilder after the date hereof contains a provision obligating the applicable Homebuilder to provide 135 Residential the information required by this Section 3 as and when required for 135 Residential to comply with its obligations hereunder.

(c) The Administrator shall provide to the Dissemination Agent, no later than thirty-five (35) days after each Quarterly Ending Date, the Quarterly Report containing the information described in this Section 3 and the Certification Letter(s) provided by each Reporting Party. The Dissemination Agent shall file the Quarterly Report and the Certification Letter(s) with the MSRB and provide a copy of such report to the Issuer and the Participating Underwriter within ten (10) days of the Dissemination Agent's receipt thereof pursuant to this subsection 3(c); provided, however, that the Quarterly Report and the Certification Letter(s) must be submitted to the MSRB not later than each Quarterly Filing Date. In the event that any Reporting Party or the Administrator does not provide the information required by subsection (a) or (b) of this Section, as applicable, in a timely manner and, as a result, either an incomplete Quarterly Report is filed with the MSRB, or a Quarterly Report is not filed with the MSRB by each Quarterly Filing Date, the Dissemination Agent shall, upon written direction from the applicable Reporting Party file a notice of failure to provide Quarterly Information or failure to file a Quarterly Report with the MSRB in substantially the form attached as Exhibit B, as soon as practicable. If incomplete Quarterly Information is provided by any Reporting Party, the Dissemination Agent shall not be responsible for the failure to submit a complete Quarterly Report to the MSRB. If each Reporting Party timely provides the required Quarterly Information to the Administrator as described in this Section 3, the failure of the Administrator to provide the information provided by each Reporting Party to the Dissemination Agent, or the failure of the Dissemination Agent to provide such information to the Participating Underwriter in a timely manner, shall not be deemed a default by the Reporting Parties under this Disclosure Agreement.

(d) Such Quarterly Report shall be in a form similar to that as attached in Exhibit A hereof and shall include:

(i) In a form similar to that as Table 3(d)(i) in Exhibit A attached hereto, the composition of the property within the 135 Residential Land subject to the Assessments, as of the Quarterly Ending Date, including:

- A. The number of SF Parcels;
- B. The number of acres of SF Parcels;
- C. The number of platted single family residential lots;
- D. The number of proposed single family residential lots identified in the original Service and Assessment Plan, and
- E. An explanation as to any change to the number of Parcels and/or lots within the 135 Residential Land from the original Service and Assessment Plan;

(ii) In a form similar to that as Table 3(d)(ii) in Exhibit A attached hereto, the landowner composition of the 135 Residential Land, including:

- A. The number of Parcels and/or lots owned by each type of landowner (i.e., 135 Residential, Homebuilder, homeowner (end-user));
- B. Based on the information in the Annual Service Plan Update most recently approved by the Issuer, the percentage of Annual Installments of Assessments relative to

the total Annual Installments of Assessments for each type of landowner, as of the Quarterly Ending Date, including any changes from the prior Quarterly Ending Date; and

C. The number of acres of land owned by each type of landowner;

(iii) In a form similar to that as Table 3(d)(iii) in Exhibit A attached hereto, a listing of all Homebuilders, and, based on the information in the Annual Service Plan Update most recently approved by the Issuer, the percentage of each Homebuilder's, 135 Residential's and homeowner's (end-users') Annual Installments of Assessments relative to the total Annual Installments of Assessments, as of the Quarterly Ending Date;

(iv) In a form similar to that as Table 3(d)(iv) in Exhibit A attached hereto, for each SF Parcel, lot absorption statistics by phase, on a current quarter and running total basis, including:

A. The number of single family lots platted in the 135 Residential Land;

B. The number of single family lots in the 135 Residential Land owned by 135 Residential under contract (but not closed) with a Homebuilder;

C. The number of single family lots in the 135 Residential Land owned by 135 Residential closed with a Homebuilder; and

D. The number of single family lots in the 135 Residential Land owned by 135 Residential not closed or under contract with a Homebuilder;

(v) In a form similar to that as Table 3(d)(v) in Exhibit A attached hereto, for each SF Parcel, for each Homebuilder, broken down by phase, on a running total basis:

A. The number of homes under construction in the 135 Residential Land;

B. The number of completed homes not under contract with end-users, in the 135 Residential Land;

C. The number of homes under contract with end-users in the 135 Residential Land;

D. The number of homes closed with (delivered to) end-users in the 135 Residential Land;

E. The average sales price of homes closed with end-users; and

F. The estimated date of completion of all homes to be constructed by the Homebuilder;

(vi) In a form similar to that as Table 3(d)(vi) in Exhibit A attached hereto, with respect to the Amenity Center to be developed for use by the SF Parcels, broken down by type of amenity:

- A. Total expected construction budget;
- B. Total costs spent to date;
- C. Actual or expected date of commencement of construction; and
- D. Actual or expected date of construction completion;

(vii) In a form similar to that as Table 3(d)(vii) in Exhibit A attached hereto, materially adverse changes or determinations to permits/approvals for the development of the 135 Residential Land which necessitates changes to the land use plans of 135 Residential; and

(viii) In a form similar to that as Table 3(d)(xi) in Exhibit A attached hereto, the occurrence of any new or modified mortgage debt on the land within the 135 Residential Land owned by 135 Residential, including the amount, interest rate and terms of repayment.

SECTION 4. Event Reporting Obligations.

(a) Pursuant to the provisions of this Section 4, each of the following is a 135 Residential Listed Event with respect to the Bonds:

(i) Failure to pay any real property taxes or Assessments levied within the 135 Residential Land on a Parcel owned by 135 Residential or any of 135 Residential's affiliates; provided, however, that the exercise of any right of 135 Residential or any of 135 Residential's affiliates as a landowner within the 135 Residential Land to exercise legal and/or administrative procedures to dispute the amount or validity of all or any part of any real property taxes shall not be considered a 135 Residential Listed Event under this Section 4(a) nor a breach or default of this Disclosure Agreement;

(ii) Material damage to or destruction of any development or improvements within the 135 Residential Land, including the Major Improvements;

(iii) Material default by 135 Residential or any of 135 Residential's affiliates on any loan with respect to the acquisition, development or permanent financing of the 135 Residential Land undertaken by 135 Residential or any of 135 Residential's affiliates;

(iv) Material default by 135 Residential or any of 135 Residential's affiliates on any loan secured by property within the 135 Residential Land owned by 135 Residential or any of 135 Residential's affiliates;

(v) The bankruptcy, insolvency or similar filing of 135 Residential or any of 135 Residential's affiliates or any determination that 135 Residential or any of 135 Residential's affiliates is unable to pay its debts as they become due;

(vi) The consummation of a merger, consolidation, or acquisition of 135 Residential, or the sale of all or substantially all of the assets of 135 Residential or any of 135 Residential's affiliates, other than in the ordinary course of business, the entry into a definitive agreement to

undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(vii) The filing of any lawsuit with a claim for damages, in excess of \$1,000,000 against 135 Residential or any of 135 Residential's affiliates that may adversely affect the completion of development of the 135 Residential Land or litigation that may materially adversely affect the financial condition of 135 Residential or any of 135 Residential's affiliates;

(viii) Any material change in the legal structure, chief executive officer or controlling ownership of 135 Residential; and

(ix) Any assignment and assumption of disclosure obligations under this Disclosure Agreement pursuant to Section 5 herein.

(b) Pursuant to the provisions of this Section 4, each of the following occurrences related to any Significant Homebuilder is a Significant Homebuilder Listed Event with respect to the Bonds;

(i) Failure to pay any real property taxes or Assessments levied within the District on a lot or Parcel owned by such Significant Homebuilder; provided, however, that the exercise of any right of such Significant Homebuilder as a landowner within the District to exercise legal and/or administrative procedures to dispute the amount or validity of all or any part of any real property taxes shall not be considered a Significant Homebuilder Listed Event under this Section 4(b) nor a breach or default of this Disclosure Agreement;

(ii) The bankruptcy, insolvency or similar filing of such Significant Homebuilder or any determination that such Significant Homebuilder is unable to pay its debts as they become due;

(iii) The consummation of a merger, consolidation, or acquisition involving such Significant Homebuilder or the sale of all or substantially all of the assets of the Significant Homebuilder, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(iv) Any change in the type of legal entity, chief executive officer or controlling ownership of such Significant Homebuilder;

(v) Early termination of or material default by such Significant Homebuilder under a Homebuilder Agreement of Sale and Purchase; and

(vi) Any assignment and assumption of disclosure obligations under this Disclosure Agreement pursuant to Section 5 herein.

(c) Whenever a Reporting Party obtains knowledge of the occurrence of a Listed Event applicable to such Reporting Party, such Reporting Party shall promptly, and not more than five (5) Business Days after such Reporting Party obtains such knowledge, notify the Issuer, the Administrator and the Dissemination Agent in writing and the Reporting Party shall direct the Dissemination Agent to file a notice of such occurrence with the MSRB, in the manner hereinafter described, and provide a copy

of such notice to the Issuer and the Participating Underwriter. Any such notice is required to be filed within ten (10) Business Days after the Reporting Party becomes aware of the occurrence of such Listed Event. If the Reporting Party timely notifies the Dissemination Agent of the occurrence of a Listed Event, as described in this Section 4, the failure of the Dissemination Agent to provide such notice to the Participating Underwriter in a timely manner shall not be deemed a default by such Reporting Party under this Disclosure Agreement.

Any notice under the preceding paragraph shall be accompanied with the text of the disclosure that the applicable Reporting Party desires to make, the written authorization of such Reporting Party for the Dissemination Agent to disseminate such information as provided herein, and the date the Reporting Party desires for the Dissemination Agent to disseminate the information (which date shall not be more than ten (10) Business Days after the Reporting Party becomes aware of the occurrence of the applicable Listed Event).

In all cases, the applicable Reporting Party shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures. In addition, the applicable Reporting Party shall have the sole responsibility to ensure that any notice required to be filed with the MSRB under this Section 4 is actually filed within ten (10) Business Days after such Reporting Party becomes aware of the Listed Event.

(d) The Dissemination Agent shall, within one (1) Business Day of obtaining actual knowledge of the occurrence of any Listed Event, notify the Issuer and the applicable Reporting Party of such Listed Event. The Dissemination Agent shall not be required to file a notice of the occurrence of such Listed Event with the MSRB unless and until it receives written instructions from the applicable Reporting Party to do so. It is agreed and understood that the duty to make or cause to be made the disclosures herein is that of the Reporting Party and not that of the Trustee or the Dissemination Agent. It is agreed and understood that the Dissemination Agent has agreed to give the foregoing notice to the applicable Reporting Party as an accommodation to assist it in monitoring the occurrence of such event, but is under no obligation to investigate whether any such event has occurred. As used above, “actual knowledge” means the actual fact or statement of knowing, without a duty to make any investigation with respect thereto. In no event shall the Dissemination Agent be liable in damages or in tort to the Participating Underwriter, the Issuer, any Reporting Party or any Owner or beneficial owner of any interests in the Bonds as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

(e) If the Dissemination Agent has been notified in writing by a Reporting Party to report the occurrence of a Listed Event in accordance with subsections (c) or (d) of this Section 4, the Dissemination Agent shall file a notice of such occurrence with the MSRB within one (1) Business Day of its receipt of such written instructions from such Reporting Party; provided that all such notices must be filed no later than the date specified in subsection (c) of this Section 4 for such Listed Event.

SECTION 5. Assumption of Reporting Obligations by Significant Homebuilder.

If a Homebuilder acquires ownership of real property in the 135 Residential Land resulting in such Homebuilder becoming a Significant Homebuilder, 135 Residential shall cause such Significant Homebuilder to comply with 135 Residential’s disclosure obligations under Sections 3(d)(iv)-(v) and 4(b) hereof with respect to such acquired real property until such party’s disclosure obligations terminate

pursuant to Section 6 of this Disclosure Agreement. 135 Residential shall deliver to the Dissemination Agent, Administrator and the Issuer, a written acknowledgement from each Significant Homebuilder, in substantially the form attached as Exhibit E, (the “Significant Homebuilder Acknowledgment”), acknowledging and assuming its obligations under this Disclosure Agreement. Pursuant to Section 4(a)(ix) above, 135 Residential shall direct the Dissemination Agent to file a copy of the Significant Homebuilder Acknowledgment with the MSRB, in accordance with Sections 4(c) and 4(e) above. Upon any such transfer to a Significant Homebuilder, and such Significant Homebuilder’s delivery of written acknowledgement of assumption of 135 Residential’s obligations under this Disclosure Agreement as to the property transferred, 135 Residential shall have no further obligation or liability for disclosures or other responsibilities under this Disclosure Agreement as to the property transferred or the obligations assigned. Notwithstanding anything to the contrary elsewhere herein, after such transfer of ownership, 135 Residential shall not be liable for the acts or omissions of such Significant Homebuilder arising from or in connection with such disclosure obligations under this Disclosure Agreement. Additionally, for the avoidance of doubt, 135 Residential shall use commercially reasonable efforts to require that any Significant Homebuilder comply with obligations of this Section 5 with respect to any subsequent transfers by such Significant Homebuilder to any individual or entity meeting the definition of a “Significant Homebuilder” in the future, including the requirement, pursuant to Section 4(b)(vi) above, to direct the Dissemination Agent to file a copy of the Significant Homebuilder Acknowledgment with the MSRB, in accordance with Sections 4(c) and 4(e) above.

SECTION 6. Termination of Reporting Obligations.

(a) The reporting obligations of 135 Residential or any Significant Homebuilder under this Disclosure Agreement shall terminate upon, the earlier of (i) the date when none of the Bonds remain Outstanding, (ii) when 135 Residential, including any of its affiliates, or such Significant Homebuilder no longer owns ten (10) or more single family residential lots within the 135 Residential Land, as of each Quarterly Ending Date, or (iii) the Issuer’s issuance of the certificate of occupancy for the last single family residential lot or Parcel owned by 135 Residential, including any of its affiliates, or such Significant Homebuilder, respectively.

(b) At such time that the reporting obligations of the Reporting Party terminate in accordance with subsection (a) of this Section 6, the Administrator shall provide written notice to the applicable Reporting Party, the Participating Underwriter, the Issuer, and the Dissemination Agent in substantially the form attached as Exhibit C, thereby, terminating such Reporting Party’s reporting obligations under this Disclosure Agreement (the “Termination Notice”). If such Termination Notice with respect to a Reporting Party occurs while any of the Bonds remain Outstanding, the Administrator shall immediately provide, or cause to be provided, the Termination Notice to the Dissemination Agent, and the Dissemination Agent shall provide such Termination Notice to the MSRB, the Issuer, the Trustee, the applicable Reporting Party and the Participating Underwriter on or before the next succeeding Quarterly Filing Date.

(c) The obligations of the Administrator and the Dissemination Agent under this Disclosure Agreement shall terminate upon, the earlier of (i) the date when none of the Bonds remain Outstanding, or (ii) termination of all Reporting Parties’ reporting obligations in accordance with subsection (a) of this Section 6 and any Termination Notice required by subsection (b) of this Section 6 has been provided to the MSRB, the Issuer, the Trustee, the Dissemination Agent, the Reporting Parties, and the Participating Underwriter, as applicable.

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist it in carrying out the obligations of the Reporting Parties under this Disclosure Agreement, and may discharge such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent appointed hereunder shall be UMB Bank, N.A.

SECTION 8. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, 135 Residential, the Administrator and the Dissemination Agent may jointly amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any amendment so requested by 135 Residential or Administrator), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3 or 4, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of any Reporting Party or the type of business conducted; and

(b) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, impair the interests of the Owners or beneficial owners of the Bonds. No amendment which adversely affects the Dissemination Agent or the Issuer may be made without the respective party's prior written consent (which consent will not be unreasonably withheld or delayed).

(c) In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Administrator shall describe such amendment in the next related Quarterly Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type of financial information or operating data being presented by the Reporting Parties. 135 Residential shall provide, or cause to be provided, at its cost and expense, an executed copy of any amendment or waiver entered into under this Section 8 to the Issuer, the Dissemination Agent, the Administrator and the Participating Underwriter.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent any Reporting Party from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in addition to that which is required by this Disclosure Agreement. If any Reporting Party chooses to include any information in any Quarterly Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, no Reporting Party shall have an obligation under this Disclosure Agreement to update such information or include it in any future Quarterly Report or notice of occurrence of a Listed Event.

SECTION 10. Content of Disclosures. In all cases, the applicable Reporting Party shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures, whether provided under Section 3, 4 or 9 of this Disclosure Agreement.

SECTION 11. Default. In the event of a failure of a Reporting Party or Administrator to comply with any provision of this Disclosure Agreement, the Dissemination Agent may (and, at the request of any Participating Underwriter or the Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds, shall, upon being indemnified to its satisfaction) or any Owner or beneficial owner of the Bonds may, take such actions as may be necessary and appropriate to cause the Reporting Party and/or Administrator to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture with respect to the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of a Reporting Party or the Administrator to comply with this Disclosure Agreement shall be an action to mandamus or specific performance. A default under this Disclosure Agreement by a Reporting Party, shall not be deemed a default under any of the Disclosure Agreement of Issuer by the Issuer, the Disclosure Agreement of Yarrington by Yarrington or the Disclosure Agreement of Developer by the Developer, and a default under any of the Disclosure Agreement of Issuer by the Issuer, the Disclosure Agreement of Yarrington by Yarrington or the Disclosure Agreement of Developer by the Developer shall not be deemed a default under this Disclosure Agreement by a Reporting Party or Administrator. Furthermore, a default under this Disclosure Agreement by any Reporting Party shall not be deemed a default under this Disclosure Agreement by any other Reporting Party, and no Reporting Party shall have any obligation to take any action to mitigate or cure the default of any other Reporting Party.

SECTION 12. Duties, Immunities and Liabilities of Dissemination Agent and Administrator.

(a) The Dissemination Agent shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. 135 Residential agrees to hold harmless the Dissemination Agent, its officers, directors, employees and agents against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's breach, negligence or willful misconduct. The obligations of 135 Residential under this Section shall survive resignation or removal of the Dissemination Agent and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an "obligated person" under the Rule. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Dissemination Agent shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Dissemination Agent hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Dissemination Agent and believed to be genuine and to have been signed or presented by the proper party or parties.

(b) Except as otherwise provided herein, the Administrator shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Administrator shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. 135 Residential agrees to hold harmless the Administrator, its officers, directors, employees and agents against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties

hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Administrator's breach, negligence or willful misconduct. The obligations of 135 Residential under this Section shall survive resignation or removal of the Administrator and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Administrator is an "obligated person" under the Rule. The Administrator is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Administrator shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Administrator hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Administrator and believed to be genuine and to have been signed or presented by the proper party or parties.

(c) The Dissemination Agent or the Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Dissemination Agent and Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

(d) UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR, 135 RESIDENTIAL BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY ANY OTHER PARTY TO THIS DISCLOSURE AGREEMENT OR A SIGNIFICANT HOMEBUILDER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. THE DISSEMINATION AGENT AND THE ADMINISTRATOR ARE UNDER NO OBLIGATION NOR ARE THEY REQUIRED TO BRING SUCH AN ACTION.

SECTION 13. No Personal Liability. No covenant, stipulation, obligation or agreement of a Reporting Party, the Administrator or the Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future officer, agent or employee of the Reporting Party, the Administrator or Dissemination Agent in other than that person's official capacity.

SECTION 14. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reasons held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision,

covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

SECTION 15. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of 135 Residential, the Administrator, the Dissemination Agent, the Issuer, the Participating Underwriter, and the Owners and the beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity. Nothing in this Disclosure Agreement is intended or shall act to disclaim, waive or otherwise limit the duties of the Issuer under federal and state securities laws.

SECTION 16. Dissemination Agent Compensation. The fees and expenses incurred by the Dissemination Agent for its services rendered in accordance with this Disclosure Agreement constitute Annual Collection Costs and will be included in the Annual Installments as provided in the Annual Service Plan Update. [The Dissemination Agent has entered into a separate agreement with the Issuer, which agreement provides for the payment of the fees and expenses of the Dissemination Agent for its services rendered in accordance with this Disclosure Agreement.][The Issuer shall pay or reimburse the Dissemination Agent, but only with funds to be provided from the Annual Collection Costs component of the Annual Installments collected from the property owners in the District, for the fees and expenses for its services rendered in accordance with this Disclosure Agreement.]

SECTION 17. Administrator Compensation. The fees and expenses incurred by the Administrator for its services rendered in accordance with this Disclosure Agreement constitute Annual Collection Costs and will be included in the Annual Installments as provided in the Annual Service Plan Update. The Administrator has entered into a separate agreement with the Issuer, which agreement governs the administration of the District, including the payment of the fees and expenses of the Administrator for its services rendered in accordance with this Disclosure Agreement.

SECTION 18. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

SECTION 19. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signature pages follow.]

UMB BANK, N.A.
(as Dissemination Agent)

By: _____
Authorized Officer

SIGNATURE PAGE OF CONTINUING DISCLOSURE AGREEMENT OF 135 RESIDENTIAL

S-1

135 RESIDENTIAL DEVELOPMENT, LLC,
a Texas limited liability company
(as 135 Residential)

By: _____
Name: _____
Title: _____

P3WORKS, LLC
(as Administrator)

By: _____
Name: _____
Title: _____

EXHIBIT A

**CITY OF SAN MARCOS, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2020
(WHISPER PUBLIC IMPROVEMENT DISTRICT)**

135 RESIDENTIAL QUARTERLY REPORT
[INSERT QUARTERLY ENDING DATE]

Delivery Date: _____, 20__

CUSIP Numbers: [Insert CUSIP Numbers]

DISSEMINATION AGENT

Name: UMB Bank, N.A.

Address: _____

City: _____

Telephone: _____

Contact Person: _____

[Remainder of page intentionally left blank]

TABLE 3(d)(i)

135 RESIDENTIAL LAND OVERVIEW (as of <i>[Insert Quarterly Ending Date]</i>)				
NUMBER OF SINGLE FAMILY RESIDENTIAL PARCELS, ACREAGE OF SUCH PARCELS, NUMBER OF PLATTED SINGLE FAMILY LOTS IN 135 RESIDENTIAL LAND SUBJECT TO ASSESSMENTS:				
	The District ⁽¹⁾		Original Service and Assessment Plan ⁽²⁾	
			Explanation as to any change to the number of Parcels and/or Lots from the Original Service and Assessment Plan	
Single Family				
Total SF Parcels/Acres				
Platted SF Lots				

⁽¹⁾ Single family lots represent the number of platted single family lots in the 135 Residential Land, as of *[Insert Quarterly Ending Date]*.

⁽²⁾ Single family lots represent the number of planned single family lots included in Exhibit K of the original Service and Assessment Plan.

TABLE 3(d)(ii)

LANDOWNER COMPOSITION (as of <i>[Insert Quarterly Ending Date]</i>) OF 135 RESIDENTIAL LAND				
Landowner Composition	Actual Number of Lots Owned	% of Annual Installments of Assessments ⁽¹⁾	Change in % of Annual Installments from Prior Quarterly Ending Date	Acreage
135 Residential Owned				
Homebuilder Owned⁽²⁾				
Homeowner (End-User) Owned⁽²⁾				
Total 135 Residential Land:				

⁽¹⁾ Derived from information in the Assessment Roll approved by the Issuer on _____, 20__ as part of the Annual Service Plan Update. Does not take into consideration any prepayments of Assessments made between the date of such Annual Service Plan Update and the date of this Quarterly Report.

⁽²⁾ Information for Homebuilder owned and homeowner (end-user) owned is reported as the total aggregate amount for the applicable type of landowner within the District.

TABLE 3(d)(iii)

135 RESIDENTIAL LAND ASSESSMENT PAYER CONCENTRATION (as of [<i>Insert Quarterly Ending Date</i>])	
Landowner	Percentage of Annual Installments of Assessments relative to the total Annual Installments of Assessments ⁽¹⁾
135 Residential	%
Homebuilders⁽²⁾	
	%
	%
	%
	%
Homeowners (End-Users)⁽³⁾	%

⁽¹⁾ Derived from information in the Assessment Roll approved by the Issuer on _____, 20__ as part of the Annual Service Plan Update. Does not take into consideration any prepayments of Assessments made between the date of such Annual Service Plan Update and the date of this Quarterly Report.

⁽²⁾ Add lines for each Homebuilder.

⁽²⁾ Information for homeowners (end-users) is reported as the total aggregate amount for all end-users within the 135 Residential Land.

[Remainder of page intentionally left blank]

FOR EACH PARCEL DESIGNATED AS SINGLE FAMILY RESIDENTIAL:

TABLE 3(d)(iv)

LOT ABSORPTION STATISTICS FOR SINGLE FAMILY RESIDENTIAL IN THE DISTRICT											
	Q 20__	Q 20__	Q 20__	Q 20__	Q 20__	Q 20__	Q 20__	Q 20__	Q 20__	Q 20__	Q 20__
# of platted SF lots:											
• Phase 1	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____
• Phase 2	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____
• Phase 3	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____
• Total	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____
# of SF lots under contract with Homebuilders:											
• Phase 1											
○[Homebuilder] ⁽¹⁾	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____
○[Homebuilder] ⁽¹⁾	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____
○Total	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____
• Phase 2											
○[Homebuilder] ⁽¹⁾	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____
○[Homebuilder] ⁽¹⁾	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____
○Total	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____
• Total	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____
• Phase 3											
○[Homebuilder] ⁽¹⁾	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____
○[Homebuilder] ⁽¹⁾	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____
○Total	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____
• Total	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____
# of SF lots closed with Homebuilders:											
• Phase 1											
○[Homebuilder] ⁽¹⁾	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____
○[Homebuilder] ⁽¹⁾	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____
○Total	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____
• Phase 2											
○[Homebuilder] ⁽¹⁾	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____
○[Homebuilder] ⁽¹⁾	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____
○Total	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____
• Total	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____
• Phase 3											
○[Homebuilder] ⁽¹⁾	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____
○[Homebuilder] ⁽¹⁾	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____
○Total	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____
• Total	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____
# of SF lots not under contract with Homebuilders:											
• Phase 1	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____
• Phase 2	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____
• Phase 3	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____
• Total	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____	• ____

⁽¹⁾ Add information for each Homebuilder.

TABLE 3(d)(v)

[Homebuilder] ABSORPTION STATISTICS FOR PHASE [I] SINGLE FAMILY RESIDENTIAL LOTS IN THE DISTRICT ⁽¹⁾								
	Q__ 20__	Q__ 20__	Q__ 20__	Q__ 20__	Q__ 20__	Q__ 20__	Q__ 20__	Q__ 20__
# of SF homes under construction: • __' x __' • __' x __' • Total								
# of completed SF homes NOT under contract with end-user: • __' x __' • __' x __' • Total								
# of SF homes under contract with end-user: • __' x __' • __' x __' • Total								
# of SF homes closed on (delivered to) end-users: • __' x __' • __' x __' • Total								
Average sales price of homes: • __' x __' • __' x __' • Average								

⁽¹⁾ Additional tables to be added for each Homebuilder by phase (ex. Homebuilder A Phase 1, Homebuilder B Phase 1, Homebuilder A Phase 2, etc.)

The estimated date of completion of all homes to be constructed by [Homebuilder] in Phase [1] is _____, ____.

The estimated date of completion of all homes to be constructed by [Homebuilder] in Phase [1] is _____, ____.

[Remainder of page intentionally left blank]

STATUS OF DEVELOPMENT:

TABLE 3(d)(vi)

STATUS OF SINGLE FAMILY RESIDENTIAL AMENITY CENTER				
Amenity	Expected Construction Budget	Total Costs Spent to Date	Actual/Expected Date of Commencement of Construction	Expected or Actual Completion Date

TABLE 3(d)(vii)

PERMITS/APPROVALS	
Change or Determination to Permit/Approval	Description of the Change to the Land Use Plan

TABLE 3(d)(viii)

OCCURRENCE OF ANY NEW OR MODIFIED MORTGAGE DEBT				
Borrower	Lender	Amount	Interest Rate	Terms

[Remainder of page intentionally left blank]

EXHIBIT B

**NOTICE TO MSRB OF FAILURE TO
[PROVIDE QUARTERLY INFORMATION][FILE QUARTERLY REPORT]**

[DATE]

Name of Issuer: City of San Marcos, Texas
Name of Bond Issue: Special Assessment Revenue Bonds, Series 2020
(Whisper Public Improvement District) (the “Bonds”)
CUSIP Nos. [insert CUSIP NOs.]
Date of Delivery: _____, 20__

NOTICE IS HEREBY GIVEN that _____, a
_____ (the [“135 Residential”] [“Significant Homebuilder]) has not provided the
[Quarterly Information][Quarterly Report] for the period ending on [Insert Quarterly Ending Date]
with respect to the Bonds as required by the Continuing Disclosure Agreement of 135 Residential
dated as of June 2, 2020, by and among 135 Residential Development, LLC, a Texas limited
liability company (“135 Residential”), P3Works, LLC, (the “Administrator”) and UMB Bank,
N.A. (the “Dissemination Agent”). [135 Residential] [Significant Homebuilder] anticipates that
the [Quarterly Information][Quarterly Report] will be [provided][filed] by _____.

Dated: _____

UMB Bank, N.A.
(as Dissemination Agent)

By: _____

Title: _____

cc: City of San Marcos, Texas

EXHIBIT C

TERMINATION NOTICE

[DATE]

Name of Issuer: City of San Marcos, Texas
Name of Bond Issue: Special Assessment Revenue Bonds, Series 2020
(Whisper Public Improvement District) (the “Bonds”)
CUSIP Nos. [insert CUSIP NOs.]
Date of Delivery: _____, 20__

FMSbonds, Inc. [135 Residential, LLC
5 Cowboys Way, Suite 300-V 9811 South IH 35, Building 3, Suite 100
Frisco, Texas 75034 Austin, Texas 78744]

City of San Marcos, Texas [Insert Significant Homebuilder
630 East Hopkins Contact Information]
San Marcos, Texas 78666

UMB Bank, N.A.
[address]

NOTICE IS HEREBY GIVEN that _____, a
_____ (the [“135 Residential”] [“Significant Homebuilder”]) is no longer
responsible for providing [any Quarterly Information][the Quarterly Report] with respect to the
Bonds, thereby, terminating such party’s reporting obligations under the Continuing Disclosure
Agreement of 135 Residential dated as of June 2, 2020, by and among 135 Residential
Development, LLC, a Texas limited liability company (“135 Residential”), P3Works, LLC, (the
“Administrator”) and UMB Bank, N.A. (the “Dissemination Agent”).

Dated: _____

P3Works, LLC
(as Administrator)

By: _____

Title: _____

EXHIBIT D

CERTIFICATION LETTER

[DATE]

Name of Issuer: City of San Marcos, Texas
Name of Bond Issue: Special Assessment Revenue Bonds, Series 2020
(Whisper Public Improvement District)
CUSIP Nos. [insert CUSIP NOs.]
Quarterly Ending Date: _____, 20__

Re: Quarterly Report for Whisper Public Improvement District

To whom it may concern:

Pursuant to the Continuing Disclosure Agreement of 135 Residential dated as of June 2, 2020, by and among 135 Residential Development, LLC, a Texas limited liability company (“135 Residential”), P3Works, LLC, (the “Administrator”) and UMB Bank, N.A. (the “Dissemination Agent”), this letter constitutes the certificate stating that the Quarterly Information, provided by [135 Residential] [_____, as a “Significant Homebuilder”], contained in this Quarterly Report herein submitted by the Administrator, on behalf of the [135 Residential] [Significant Homebuilder], constitutes the [portion of the] Quarterly Report required to be furnished by [135 Residential] [Significant Homebuilder]. Any and all Quarterly Information, provided by the [135 Residential] [Significant Homebuilder], contained in this Quarterly Report for the three month period ending on [Insert Quarterly Ending Date], to the best of my knowledge, is true and correct, as of [insert date].

Please do not hesitate to contact our office if you have and questions or comments.

135 RESIDENTIAL DEVELOPMENT, LLC,
a Texas limited liability company
(as 135 Residential)

By: _____
Name: _____
Title: _____

OR

[Significant Homebuilder
By: _____
Title: _____]

EXHIBIT E

**FORM OF ACKNOWLEDGEMENT OF ASSIGNMENT
OF SIGNIFICANT HOMEBUILDER REPORTING OBLIGATIONS**

[DATE]

City of San Marcos, Texas
630 East Hopkins
San Marcos, Texas 78666

P3Works, LLC
3901 S. Lamar Blvd., Suite 440
Austin, Texas 78704

UMB Bank, N.A.

[address]

Re: Whisper Public Improvement District – Continuing Disclosure Obligation

Dear _____,

As of _____, 2020, you own ____ single family residential lots within the Whisper Public Improvement District (the “District”).

Pursuant to Section 2 of the Continuing Disclosure Agreement of the Landowners dated as of June 2, 2020, by and among 135 Residential Development, LLC, a Texas limited liability (“135 Residential”), P3Works, LLC, (the “Administrator”) and UMB Bank, N.A. (the “Dissemination Agent”), with respect to the “City of San Marcos, Texas, Special Assessment Revenue Bonds, Series 2020 (Whisper Public Improvement District),” any entity that owns ten or more single family residential lots within the District is defined as a Significant Homebuilder.

As a Significant Homebuilder, pursuant to Section 5 of the Disclosure Agreement of 135 Residential, you acknowledge and assume the reporting obligations under Sections 3(d)(iv), (d)(v) and 4(b) of the Disclosure Agreement of 135 Residential for the property which is owned as detailed in the Disclosure Agreement of 135 Residential, which is included herewith.

Sincerely,

135 RESIDENTIAL DEVELOPMENT, LLC,
a Texas limited liability company
(as 135 Residential)

By: _____

Name: _____

Title: _____

Acknowledged by:

[INSERT SIGNIFICANT HOMEBUILDER NAME]

By: _____

Title: _____

Address: _____

Phone Number: _____