

OFFICIAL NOTICE OF SALE AND BIDDING INSTRUCTIONS

On

\$1,235,000*

CITY OF WOODVILLE, TEXAS

(Tyler County, Texas)

GENERAL OBLIGATION REFUNDING BONDS, SERIES 2010

Receiving Bids Until 1:00 p.m. CST Monday, November 8, 2010

THE SALE

BONDS OFFERED FOR SALE AT COMPETITIVE BIDDING: The City of Woodville, Texas (the "City"), is offering for sale its \$1,235,000 City of Woodville, Texas General Obligation Refunding Bonds, Series 2010 (the "Bonds").

Bidders may submit bids either by (i) electronic submission; (ii) telephone; or (iii) physical delivery. **All bidders must submit signed bid forms prior to 1:00 p.m. CST ON Monday, November 8, 2010 (the "Date of Sale")** to Jim Gilley, Coastal Securities, Inc., 5555 San Felipe, Suite 2200, Houston, Texas 77056. **All bids must be received by 1:00 p.m. CST on the Date of the Sale.**

Bids may be submitted electronically through the facilities of the PARITY Electronic Bid Submission System ("PARITY"). Subscription to the i-Deal LLC's BIDCOMP Competitive Bidding System is required to submit an electronic bid. The City will neither confirm any subscription nor be responsible for the failure of any prospective bidder to subscribe.

ELECTRONIC BIDS: An electronic bid made through PARITY shall be deemed an irrevocable offer to purchase the Bonds on the terms provided in this Official Notice of Sale and Bidding Instructions, and shall be binding upon the bidder as if made by a signed, sealed bid delivered to the City. The City shall not be responsible for any malfunction or mistake made by, or as a result of the use of the facilities of, PARITY, the use of such facilities being at the sole risk of the prospective bidder.

The official time for the receipt of all bids shall be the time maintained by PARITY. All electronic bids shall be deemed to incorporate the provisions of the Official Notice of Sale and Bidding Instructions, Official Bid Form and the Preliminary Official Statement. To the extent that any instructions or directions set forth in PARITY conflict with this Official Notice of Sale and Bidding Instructions, the terms of this Official Notice of Sale and Bidding Instructions shall control. For further information about the PARITY System, potential bidders may contact Parity Customer Support, 40 West 23rd Street, 5th Floor, New York, New York 10010, (212) 404-8102.

TELEPHONE BIDS: Bids may be submitted by telephone **provided prior arrangements have been made with Coastal Securities to transcribe the telephone bids.** Bidders who wish assistance in processing their bids via telephone must submit Official Bid Forms to Jim Gilley, Coastal Securities, Inc., 5555 San Felipe, Suite 2200, Houston, Texas, 77056, (713) 435-4598 by 1:00 p.m. CST, and submit their bid by telephone on the Date of Sale. No bids received after the deadline will be submitted. **No faxed bids will be allowed.**

DELIVERED BIDS: Sealed bids, plainly marked "Bid for Bonds," should be addressed to "Mayor and City Council, City of Woodville, Texas" and delivered prior to 11:00 a.m. on the Date of Sale to Coastal Securities, Inc., c/o Jim Gilley, 5555 San Felipe, Suite 2200, Houston, Texas, 77056. All bids must be submitted on the Official Bid Form, without alteration or interlineation.

AWARD OF THE BONDS: The City Council of the City will take action to award the Bonds (or reject all bids) at a meeting to commence at 6:00 p.m. CST, on the Date of Sale, and adopt an ordinance (the "Ordinance") authorizing the issuance of the Bonds and approving the Preliminary Official Statement.

*Preliminary, subject to change. (See "Advance Modification of Principal Amounts" and Partial Modification of Principal Amounts.")

THE BONDS

DESCRIPTION: The Bonds will be dated December 1, 2010 (the “Dated Date”). Interest will accrue from the Dated Date and will be due on February 1, 2011 and each August 1 and February 1 thereafter until the earlier of redemption or maturity and will be computed on the basis of a 360-day year of twelve 30-day months. The Bonds will be issued only in fully registered form and when issued, will be registered in the name of Cede & Co., as registered owner and the nominee of The Depository Trust Company (“DTC”), pursuant to the Book-Entry-Only System. Beneficial ownership of the Bonds may be acquired in denominations of \$5,000 or integral multiples thereof, and are scheduled to mature as follows. **No physical delivery of the Bonds will be made to the beneficial owners thereof.** Principal of, premium, if any, and interest on the Bonds will be payable by Wells Fargo Bank, N.A., Houston, Texas (the “Paying Agent/Registrar”) to Cede & Co., which will make distribution of the amounts so paid to the participating members of DTC for subsequent payment to the beneficial owners of the Bonds. The Bonds mature as set forth below:

<u>Due</u> <u>August 1</u>	<u>Principal*</u>	<u>Interest</u> <u>Rate</u>
2011	\$ 265,000	_____ %
2012	260,000	_____
2013	255,000	_____
2014	210,000	_____
2015	125,000	_____
2016	120,000	_____

BOOK-ENTRY-ONLY SYSTEM: The City intends to utilize the Book-Entry-Only System of The Depository Trust Company (“DTC”). See (“THE BONDS - Book-Entry-Only System” in the Preliminary Official Statement).

OPTIONAL REDEMPTION: The Bonds are not subject to optional redemption prior to their stated maturity.

SERIAL BONDS OR SERIAL BONDS AND TERM BONDS: Bidders may provide that all the Bonds be issued as Serial Bonds maturing in accordance with the Maturity Schedule shown on the Official Bid Form or may provide that any two or more consecutive annual principal amounts be combined into one or more Term Bonds.

MANDATORY SINKING FUND: If the successful bidder designates principal amounts to be combined into one or more Term Bonds, each such Term Bond will be subject to mandatory sinking fund redemption commencing on August 1 of the first year which has been combined to form such Term Bond and continuing August 1 in each year thereafter until the stated maturity date of that Term Bond. The amount redeemed in any year will be equal to the principal amount for such year set forth in the table above. Bonds to be redeemed in any year by mandatory sinking fund redemption will be redeemed at par and will be selected by lot of other random selection method from among the Bonds then subject to redemption.

PAYING AGENT/REGISTRAR: The Initial Paying Agent/Registrar shall be Bank of New York Mellon Trust Company, N.A., Dallas, Texas (See “THE BONDS - Paying Agent/Registrar” in the Preliminary Official Statement).

SOURCE OF PAYMENT: Principal of, interest on, and premium, if any, the Bonds are payable from the proceeds of a continuing ad valorem tax levied, within the limits prescribed by law, on all taxable property within the City. The Bonds are direct obligations of the City and are not obligations of the State of Texas or any other political subdivision. (See “THE BONDS – Sources of Payment” in the Preliminary Official Statement.)

*Preliminary, subject to change. (See “Advance Modification of Principal Amounts” and Partial Modification of Principal Amounts.”)

QUALIFIED TAX-EXEMPT OBLIGATIONS: The City will designate the Bonds as “qualified tax-exempt obligations” and has represented that the aggregate amount of the tax-exempt obligations (including the Bonds) issued by the City and entities subordinate to the City during calendar year 2010 is not expected to exceed \$30 million and that the City and entities aggregated with to the City pursuant to the Internal Revenue Code of 1986, as amended (the “Code”) have not designated more than \$30 million in “qualified tax-exempt obligations” (including the Bonds) during the calendar year 2010.

CONDITIONS OF THE SALE

TYPE OF BIDS AND INTEREST RATES: The Bonds will be sold in one block on an “all or none” basis, at par or greater plus accrued interest from the Dated Date of the Bonds to the date of delivery of the Bonds with a cash premium, if any, not to exceed \$5,000 plus accrued Interest from the Dated Date to the date of delivery of the Bonds. Bidders are invited to name the rate(s) of interest to be borne by the Bonds, provided that each rate bid must be in a multiple of 1/8 of 1% or 1/100 of 1% and the net effective interest rate must not exceed 15%. The highest coupon rate for any maturity may not exceed the lowest rate by more than 1.5% in rate. No limitation is imposed upon bidders as to the number of rates or changes which may be used. All Bonds of one maturity must bear one and the same rate. No bids involving supplemental interest rates will be considered. Each bidder shall state the true interest cost rate of its bid, which shall be considered informative only and not as a part of the bid.

ADVANCE MODIFICATION OF PRINCIPAL AMOUNTS: The City reserves the right to change the principal amounts of each maturity by giving notice of such change, via Bond Buyer Wire Service and PARITY at least 24 hours in advance of the time set for receipt of the bids. Such notice shall be considered an amendment to this Notice of Sale.

POST BID MODIFICATION OR PRINCIPAL AMOUNTS: After the receipt of bids, but prior to the award of the Bonds, the City reserves the right to alter the principal amounts of each maturity by up to 15%. Such modifications of Principal Amounts will be disclosed to the winning bidder within one hour after the time set for receipt of the bids and will be made with consideration to preserving the winning bidder’s underwriting production per bond.

BASIS FOR AWARD: The sale of the Bonds will be awarded to the bidder (the “Initial Purchaser”) making a bid that conforms to the specifications herein and which produces the lowest **true interest cost rate** to the City. The true interest cost rate is that annual rate which, when used to compute the total present value as of the Dated Date of the Bonds of all debt service payments on the Bonds on the basis of semi-annual compounding, using a 360-day year composed of twelve consecutive 30-day months, produces an amount equal to the sum of the par value of the Bonds plus any premium bid (but not interest accrued from the Dated Date of the Bonds to the date of their delivery). In the event of the bidder’s error in interest cost calculations, the interest rates and premium, if any, set forth in the Official Bid Form will be considered as the intended bid.

GOOD FAITH CHECK: Each bid must be accompanied by a **bank cashier’s check** (the “Good Faith Check”) payable to the order of “City of Woodville, Texas” in the amount of \$24,700, which is 2% of the par value of the Bonds. The Good Faith Check may accompany the Official Bid Form, or it may be submitted separately. If submitted separately, it shall be made available to the City prior to the opening of the bids and shall be accompanied by instructions from the bank on which it is drawn which authorize its use as a Good Faith Check by the bidder, who shall be named in such instructions. The Good Faith Check of the Initial Purchaser for the Bonds will be retained uncashed by the City pending the Initial Purchaser’s compliance with the terms of its bid, the Official Bid Form and this Official Notice of Sale. Upon payment of the par value of the Bonds plus any premium bid (the “Full Purchase Price”), the Good Faith Check will be returned uncashed to the Initial Purchaser. No interest will be paid on the Good Faith Check. If the Initial Purchaser fails or refuses to pay the Full Purchase Price, then such check shall be cashed and the proceeds retained by the City as full and complete liquidated damages. Good Faith Checks accompanying bids other than the bid of the Initial Purchaser will be returned promptly following the award of the sale of the Bonds to the Initial Purchaser.

DELIVERY OF THE BONDS AND ACCOMPANYING DOCUMENTS

CUSIP NUMBERS: It is anticipated that CUSIP identification numbers will appear on the Bonds, but neither the failure to print or type such number on any Certificate nor any error with respect thereto shall constitute cause for a failure or refusal by the Initial Purchaser to accept delivery of and pay for the Bonds in accordance with the terms of this Official Notice of Sale and Bidding Instructions and the terms of the Official Bid Form. All expenses in relation to the printing or typing of CUSIP numbers on the Bonds shall be paid by the City; provided, however, that the CUSIP Service Bureau assignment of the numbers shall be the responsibility of and **shall be paid for by the Initial Purchaser.**

DELIVERY OF BONDS: Delivery will be accomplished by the issuance of one Initial Bond for each maturity either in typed or printed form, in the total aggregate principal amount of \$1,235,000*, signed by the Mayor of the City, approved by the Attorney General of the State of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas. Upon delivery of the Initial Bond, it shall be immediately cancelled and one definitive Bond for each maturity will be registered and delivered only to Cede and Co. and deposited with DTC in connection with DTC's Book-Entry-Only System. Delivery will be at the office of the Paying Agent/Registrar. Payment for the Bonds must be made in immediately available funds for unconditional credit to the City, or as otherwise directed by the City. The Initial Purchaser will be given five business days' notice of the time fixed for delivery of the Bonds. It is anticipated that delivery of the Bonds can be made on or about December 9, 2010 and it is understood and agreed that the Initial Purchaser will accept delivery and make payment for the Bonds by 10:00 a.m., CST, on December 9, 2010 or thereafter on the date the Bonds are tendered for delivery, up to and including January 10, 2011. If for any reason the City is unable to make delivery on or before January 10, 2011, the City shall immediately contact the Initial Purchaser and offer to allow the Initial Purchaser to extend its offer for an additional thirty days. If the Initial Purchaser does not elect to extend its offer within five days thereafter, then its Good Faith Deposit will be returned, and both the City and the Initial Purchaser shall be relieved of any further obligation. In no event shall the City be liable for any damages by reason of its failure to deliver the Bonds, provided such failure is due to circumstances reasonably beyond the City's control.

CONDITIONS TO DELIVERY: The obligation of the Initial Purchaser to take up and pay for the Bonds is subject to the Initial Purchaser's receipt of (a) the legal opinion of Vinson & Elkins L.L.P., Houston, Texas, Bond Counsel for the City ("Bond Counsel"), (b) the no-litigation certificate, and (c) the certification as to the Official Statement, all as further described in the Preliminary Official Statement.

In order to provide the City with information required to enable it to comply with certain conditions of the Internal Revenue Code of 1986 relating to the exemption of interest on the Bonds from the gross income of their owners, the Initial Purchaser will be required to complete, execute, and deliver to the City a certification as to their "issue price" substantially in the form and to the effect attached hereto and accompanying this Official Notice of Sale and Bidding Instructions. In the event the successful bidder does not reoffer the Bonds for sale, such certification may be modified in a manner approved by the City. **In no event will the Initial Purchaser be relieved of its obligation to purchase the Bonds as a result of the Initial Purchaser's inability to sell a substantial amount of the Bonds at a particular price prior to delivery.** Each bidder, by submitting its bid, agrees to complete, execute, and deliver such a certification by the date of delivery of the Bonds, if its bid is accepted by the City. It will be the responsibility of the Initial Purchaser to institute such syndicate reporting requirements to make such investigation, or otherwise to ascertain the facts necessary to enable it to make such certification with reasonable certainty. Any questions concerning such certification should be directed to Bond Counsel.

LEGAL OPINIONS: The Bonds are offered when, as and if issued, subject to the approval of the Attorney General of the State of Texas. Delivery of and payment for the Bonds is subject to the receipt by the Initial Purchaser of the opinion of Bond Counsel, in substantially the form attached as APPENDIX D to the Preliminary Official Statement, that (i) interest on the Bonds is excludable from gross income for federal income tax purposes under existing law and (ii) the Bonds are not "private activity bonds" under the Code and, as such, interest on the Bonds is not subject to the alternative minimum tax on individuals and corporations, except as described below in the discussion regarding the adjusted current earnings adjustment for corporations.

*Preliminary, subject to change. (See "Advance Modification of Principal Amounts" and Partial Modification of Principal

Amounts.”)

CERTIFICATION OF OFFICIAL STATEMENT: At the time of payment for and initial delivery of the Bonds, the City will execute and deliver to the Initial Purchaser a certificate as set forth in the Preliminary Official Statement.

CHANGE IN TAX-EXEMPT STATUS: At any time before the Bonds are tendered for delivery, the Initial Purchaser may withdraw its bid if the interest received by private holders on Bonds of the same type and character as the Bonds shall be declared to be taxable income under present federal income tax laws, either by ruling of the Internal Revenue Service or by a decision of any federal court, or shall be declared taxable or be required to be taken into account in computing any federal income taxes, by the terms of any federal income tax law enacted subsequent to the date of this Official Notice of Sale and Bidding Instructions.

GENERAL

FINANCIAL ADVISOR: Coastal Securities, Inc. (“Coastal”) is employed as Financial Advisor to the City in connection with the issuance of the Bonds. The Financial Advisor’s fee for services rendered with respect to the sale of the Bonds is contingent upon the issuance and delivery of the Bonds. Coastal, in its capacity as Financial Advisor, has relied on the opinion of Bond Counsel and has not verified and does not assume any responsibility for the information, covenants and representations contained in any of the legal documents with respect to the federal income tax status of the Bonds, or the possible impact of any present, pending or future actions taken by any legislative or judicial bodies.

BLUE SKY LAWS: By submission of its bid, the Initial Purchaser represents that the sale of the Bonds in states other than Texas will be made only pursuant to exemptions from registration or, where necessary, the Initial Purchaser will register the Bonds in accordance with the securities law of the states in which the Bonds are offered or sold. The City agrees to cooperate with the Initial Purchaser, at the Initial Purchaser’s written request and expense, in registering the Bonds or obtaining an exemption from registration in any state where such action is necessary, provided, however, that the City shall not be obligated to execute a general or special consent to service of process in any such jurisdiction.

NOT AN OFFER TO SELL: This Official Notice of Sale and Bidding Instructions does not alone constitute an offer to sell the Bonds, but is merely notice of sale of the Bonds. The offer to sell the Bonds is being made by means of the Official Notice of Sale and Bidding Instructions, the Official Bid Form and the Official Statement. Prospective Initial Purchasers are urged to carefully examine the Official Statement to determine the investment quality of the Bonds.

RATING: Standard and Poor’s Ratings Group, a Division of The McGraw-Hill Companies, Inc., has assigned its underlying municipal bond rating of “A+” to the Bonds.

MUNICIPAL BOND INSURANCE: In the event the Bonds are qualified for municipal bond insurance, and the Initial Purchaser desires to purchase such insurance, the cost therefore **will be paid by the Initial Purchaser**. It will be the responsibility of the Initial Purchaser to disclose the existence of such insurance, its terms and the effect thereof with respect to the reoffering of the Bonds. Any fees paid to the rating agencies as a result of said insurance will be paid by the City.

THE OFFICIAL STATEMENT AND COMPLIANCE WITH SEC RULE 15c2-12: The City has prepared the accompanying Preliminary Official Statement and, for the limited purpose of complying with SEC Rule 15c2-12 (the “Rule”), will deem such Preliminary Official Statement to be “final” as of its date within the meaning of the Rule for the purpose of review prior to bidding. To the best knowledge and belief of the City, the Preliminary Official Statement contains information, including financial information or operating data, concerning every entity, enterprise, fund, account, or person that is material to an evaluation of the offering of the Bonds. Representations made and to be made by the City concerning the absence of material misstatements and omissions in the Preliminary

Official Statement are addressed elsewhere in this Official Notice of Sale and Bidding Instructions and in the Preliminary Official Statement.

If requested, the City will furnish to the Initial Purchaser, in accordance with instructions received from the Initial Purchaser, within seven (7) business days from the sale date an aggregate of up to **200** copies of the Official Statement, including a like number of copies of any supplement(s) reflecting interest rates and other terms relating to the Initial reoffering of the Bonds. Any Official Statements in excess of the number specified shall be prepared and distributed at the cost of the Initial Purchaser. The Initial Purchaser shall be responsible for providing in writing the Initial reoffering prices and other terms, if any, to the Financial Advisor by the close of the next business day after the award. Except as noted above, the City assumes no responsibility or obligation for the distribution or delivery of any copies of the Official Statement in connection with the offering or reoffering of the Bonds.

CONTINUING DISCLOSURE AGREEMENT: The City will agree in the Ordinance to provide certain periodic information and notices of material events in accordance with Securities and Exchange Commission Rule 15c2-12, as described in the Preliminary Official Statement under “CONTINUING DISCLOSURE OF INFORMATION.” The obligation of the Initial Purchaser to accept and pay for the Bonds is conditioned upon delivery to the Initial Purchaser or its agent of a certified copy of the Ordinance containing the agreement described under such heading.

COMPLIANCE WITH PRIOR UNDERTAKINGS: Due to an administrative oversight, the District did not file its 2007, 2008 and 2009 Annual Financial and Operating Information on time. The City did, however subsequently file such information. The District has put certain administrative procedures in place to help ensure timely compliance with its annual disclosure obligations in the future. The City has otherwise complied in all material respects with its continuing disclosure agreements made in accordance with the Rule during the last five years.

ADDITIONAL COPIES OF NOTICE OF SALE AND BIDDING INSTRUCTIONS: This Official Notice of Sale and Bidding Instructions are available electronically through BIDCOMP/PARITY. A limited number of printed copies of this Official Notice of Sale and Bidding Instructions, the Official Bid Form and the Preliminary Official Statement may be obtained at the offices of Coastal Securities, 5555 San Felipe, Suite 2200, Houston, Texas, 77056, Financial Advisor to the City.

On the Date of the Sale, the City Council of the City, in the Ordinance, will confirm the City’s approval of the form and content of the Preliminary Official Statement, and any addenda, supplement or amendment thereto, and authorize its use in the reoffering of the Bonds by the Initial Purchaser.

Mayor
City of Woodville, Texas

OFFICIAL BID FORM

Mayor and City Council:
City of Woodville, Texas

Reference is made to your Preliminary Official Statement and Official Notice of Sale and Bidding Instructions dated October 27, 2010 for **\$1,235,000 CITY OF WOODVILLE, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2010** (the "Bonds") both of which constitute a part hereof.

For your legally issued Bonds, as described in said Official Notice of Sale and Bidding Instructions and Preliminary Official Statement, we will pay you par plus accrued interest from Dated Date, December 1, 2010, to the date of delivery to us, plus a cash premium of \$_____, which amount does not exceed \$5,000, for Bonds maturing and bearing interest as follows:

Due August 1	Principal*	Interest Rate
2011	\$ 265,000	_____ %
2012	260,000	_____
2013	255,000	_____
2014	210,000	_____
2015	125,000	_____
2016	120,000	_____

For those years which have been combined into Term Bonds, the principal amount shown in the table above shall be the mandatory sinking fund redemption amounts in such years except that the amount shown in the year of the Term Certificate maturity date shall mature in such year. The Term Bonds created are as follows:

Term Bond Maturity Date August 1	Year of First Mandatory Redemption	Term Bond Principal Amount	Interest Rate
_____	_____	\$ -	_____ %
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If accepted by the City, this bid shall thereupon become a contract of purchase for the Bonds under the terms contained herein and in the Official Notice of Sale and Bidding Instructions and Preliminary Official Statement. The Initial Bond shall be registered in the name of Cede & Co. We will advise The Depository Trust Company ("DTC") of registration instructions at least five business days prior to the date set for initial delivery. We agree to accept delivery of the Bonds utilizing the Book-Entry-Only System through DTC and make payment for the Initial Bond in immediately available funds at the office of Bank of New York Mellon Trust Company, N.A. Dallas, Texas (the "Paying Agent/Registrar") or such other place as the City may designate in accordance with the terms of the Official Notice of Sale. Should we fail to accept such delivery, the Good Faith Check shall be cashed and the proceeds retained by the City as complete liquidated damages.

*Preliminary, subject to change. (See "Advance Modification of Principal Amounts" and Partial Modification of Principal Amounts.")

In accordance with the terms of the Official Notice of Sale and Bidding Instructions, the Good Faith Check, a bank cashier's or bank certified check for \$24,700, drawn upon _____ Bank, is herewith enclosed or has been made available to the City prior to the opening of this bid with authorizing instructions from such bank. Such Good Faith Check is payable to the order of "City of Woodville, Texas." If the Bonds are awarded to us, the Good Faith Check will be retained by the City uncashed until the Full Purchase Price (consisting of the par value of the Bonds plus the cash premium, if any, plus accrued interest to the date of delivery) has been paid to the City by us, in federal or immediately available funds to the Paying Agent/Registrar, for immediate and unconditional credit to the City. Upon payment of the Full Purchase Price, the City agrees to return the Good Faith Check to us.

Accordingly, if the Bonds are awarded to us, we agree to pay you in federal funds acceptable to the City, for immediate and unconditional credit to the City or as otherwise directed by the City, the Full Purchase Price. If the Bonds are not awarded to us, the Good Faith Check will be returned to us promptly.

The undersigned agrees to complete, execute and deliver to the City, within 5 business days of the award of sale of the Bonds, an Issue Price Certificate relating to the "issue price" of the Bonds in the form accompanying the Official Notice of Sale and Bidding Instructions, with such changes thereto as may be acceptable to the City.

If the bid is accepted by the City, this bid shall thereupon become a contract of purchase for the Bonds under the terms contained in this Official Bid Form and in the Official Notice of Sale and Bidding Instructions. We hereby acknowledge that we have received and read the Official Notice of Sale and Bidding Instructions and Preliminary Official Statement referred to above.

(Note: Not part of bid)

Respectfully submitted,

True Interest Cost Rate _____%

By: _____
Authorized Representative

We are having the Bonds of the following maturities _____ insured by _____ at a premium of \$ _____, **said premium to be paid by the Initial Purchaser.** Any fees paid to the rating agencies as a result of said insurance **will be paid by the City.**

The Initial Bond shall be registered in the name of _____, which will, upon payment for the Bonds, be cancelled by the Paying Agent/Registrar. The Bonds will then be registered in the name of Cede & Co. (DTC's partnership nominee), under the Book-Entry-Only System. We will advise the Paying Agent/Registrar of registration at least five business days prior to the date set for Initial delivery.

ACCEPTANCE CLAUSE

The above and foregoing bid is hereby in all things accepted by the City of Woodville, subject to and in accordance with the Official Notice of Sale and Bidding Instructions, this the 8th day of November 2010.

Mayor
City of Woodville, Texas

ATTEST:

City Secretary
City of Woodville, Texas

ISSUE PRICE CERTIFICATE

The undersigned hereby certifies as follows with respect to the bid and purchase of the City of Woodville, Texas General Obligation Refunding Bonds, Series 2010 (the “Bonds”):

1. The undersigned is the duly authorized representative of the purchaser (the “Purchaser”) of the Bonds from the City of Woodville, Texas (the “Issuer”).
2. Each bond of each maturity of the Bonds has been offered to members of the public in a bona fide initial offering. For purposes of this Certificate, the term “public” does not include any bondhouses, brokers, dealers, and similar persons or organizations acting in the capacity of underwriters or wholesalers (including the Purchaser or members of the selling group or persons that are related to, or controlled by, or are acting on behalf of or as agents for the undersigned or members of the selling group).
3. Each maturity of the Bonds was offered to the public at a price which, on the date of such offering, was reasonably expected by the Purchaser to be equal to the fair market value of such maturity.
4. Other than the obligations set forth in paragraph 5 hereof (the “Retained Maturity” or “Retained Maturities”), the first price/yield at which a substantial amount (i.e., at least ten (10) percent) of the principal amount of each maturity of the Bonds was sold to the public is set forth below.

Principal Amount at Maturity	Maturity	Price/Yield	Principal Amount at Maturity	Maturity	Price/Yield
\$		%	\$		
		%			
		%			
		%			
		%			
		%			
		%			
		%			
		%			
		%			

5. In the case of the Retained Maturities, the Purchaser reasonably expected on the offering date to sell a substantial amount (i.e., at least ten (10) percent) of each Retained Maturity at the initial offering price/yield as set forth below:

Principal Amount at Maturity	Maturity	Price/Yield	Principal Amount at Maturity	Maturity	Price/Yield
\$		%	\$		%
		%			%
		%			%
		%			%
		%			%
		%			%
		%			%
		%			%
		%			%
		%			%

6. Based on the foregoing, the aggregate of such issue prices of all of the Bonds is \$_____ (the "Issue Price"), which price includes pre-issuance accrued interest in the amount of \$_____.

7. Please choose the appropriate statement:

() The Purchaser will not purchase bond insurance for the Bonds.

() The Purchaser will purchase bond insurance from _____ (the "Insurer") for a fee/premium of \$_____ (the "Fee"). The Fee is a reasonable amount payable solely for the transfer of credit risk for the payment of debt service on the Bonds and does not include any amount payable for a cost other than such guarantee, e.g., a credit rating or legal fees. The Purchaser represents that the present value of the Fee for each obligation constituting the Bonds to which such Fee is properly allocated and which are insured thereby is less than the present value of the interest reasonably expected to be saved as a result of the insurance on each obligation constituting the Bonds. The Fee has been paid to a person who is not exempt from federal income taxation and who is not a user or related to the user of any proceeds of the Bonds. In determining present value for this purpose, the yield of the Bonds (determined with regard to the payment of the guarantee fee) has been used as the discount rate. No portion of the Fee is refundable upon redemption of any of the Bonds in an amount which would exceed the portion of such Fee that has not been earned.

8. The Purchaser understands that the statements made herein will be relied upon, by the Issuer in its effort to comply with the conditions imposed by the Internal Revenue Code of 1986, and by Vinson & Elkins, L.L.P., Bond Counsel, in rendering its opinion that the interest on the Bonds is excludable from the gross income of the owners thereof and the preparation of the Internal Revenue Service Form 8038-G.

EXECUTED and DELIVERED this ____ day of _____, 20____.

(Name of Purchaser or Manager of
Purchasing Syndicate)

By: _____

Title: _____