

**NOTICE OF SALE
AND
BIDDING INSTRUCTIONS**

ON

**\$1,330,000
LINDEN-KILDARE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
(Cass County, Texas)
MAINTENANCE TAX NOTES, SERIES 2011**

Sealed Bids Due June 28, 2011 at 11:00 a.m., CDT

THE SALE

NOTES OFFERED FOR SALE AT COMPETITIVE BIDDING: The Linden-Kildare Consolidated Independent School District (the "District"), is offering for sale its \$1,330,000 Maintenance Tax Notes, Series 2011 (the "Notes").

ADDRESS OF BIDS: Sealed bids, plainly marked "Bid for Notes," should be addressed to "President and Board of Education, Linden-Kildare Consolidated Independent School District," and delivered to the Superintendent, Dr. James Cowley, 205 Kildare Road, Linden, Texas 75563, prior to 11:00 a.m., CDT, on the date of the bid opening. All bids must be submitted on the Official Bid Form, without alteration or interlineation.

BIDS BY TELEPHONE: Bidders must submit, prior to June 28, 2011, signed Official Bid Forms to Lewis A. Wilks, Coastal Securities, Inc., 5555 San Felipe, Suite 2200, Houston, Texas, 77056, and submit their bid by telephone on the date of the sale. **Telephone bids will be accepted at 713-435-4336, between 10:30 a.m. CDT and 11:00 a.m. CDT on the date of the sale.** Coastal Securities, Inc. will not be responsible for submitting any bids received after the deadline.

BIDS BY FACSIMILE: Bidders must submit, prior to June 28, 2011, signed Official Bid Forms to Lewis A. Wilks, Coastal Securities, Inc., 5555 San Felipe, Suite 2200, Houston, Texas, 77056, and submit their bid by facsimile on the date of the sale. **Facsimile bids will be accepted at 713-435-4448 between 10:30 a.m. CDT and 11:00 a.m. CDT on the date of the sale.** Coastal Securities, Inc. will not be responsible for submitting any bids received after the deadline.

ELECTRONIC BIDDING PROCEDURE: Any prospective bidder that intends to submit an electronic bid must submit its electronic bid via PARITY ("PARITY"). Bidders **MUST SUBMIT PRIOR TO JUNE 28, 2011 SIGNED** Official Bid Forms to Lewis A. Wilks, Coastal Securities, Inc., 5555 San Felipe Suite 2200, Houston, Texas 77056. **Electronic bids will be accepted via the electronic media described below by 11:00 a.m. CDT on the date of the sale. Any bid received after the scheduled time for receipt will not be accepted.**

The official time for the receipt of electronic bids shall be the time maintained by PARITY. All electronic bids shall be deemed to incorporate the provisions of the Notice of Sale and Bidding Instructions, Official Bid Form and the Preliminary Official Statement of even date herewith. To the extent that any instructions or directions set forth in PARITY conflict with this Notice of Sale and Bidding Instructions, the terms of this Notice of Sale and Bidding Instructions shall control. For further information about PARITY, potential bidders may contact PARITY at (212) 806-8304.

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

PLACE AND TIME OF BID OPENING: The bids for the Notes will be publicly opened and read in the Board Meeting Room of the District at 1:00 p.m., CDT, June 28, 2011.

AWARD OF THE NOTES: The Board of Education will take action to award the Notes (or reject all bids) at a special meeting to commence at 1:00 p.m., CDT, on June 28, 2011, and adopt a resolution authorizing the Notes and approving the Official Statement (the "Resolution").

THE NOTES

DESCRIPTION: The Notes are dated July 1, 2011 (the “Dated Date”). Interest on the Notes will accrue from the Dated Date and will be payable on each February 15 and August 15 thereafter until maturity, commencing February 15, 2012. **The Notes are to mature on August 15 as shown in the Official Statement.** The Notes are issued in denominations of \$5,000 and any multiple thereof (the “Authorized Denomination”). Interest on the Notes is exempt from federal income tax.

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

Optional Redemption: The District reserves the right, at its option, to redeem Notes maturing on or after August 15, 2020 in whole or in part in principal amounts of \$5,000 or any integral multiple thereof, on August 15, 2019, or any date thereafter, at the par value thereof plus accrued interest from the most recent interest payment date to the date of redemption. If a Note (or any portion of the principal sum thereof) shall have been called for redemption and notice of such redemption shall have been given, such Note (or the principal amount thereof to be redeemed) shall become due and payable on such redemption date and interest thereon shall cease to accrue from and after the redemption date, provided funds for the payment of the redemption price and accrued interest thereon are held by the Paying Agent/Registrar on the redemption date.

PAYING AGENT/REGISTRAR: The initial Paying Agent/Registrar shall be Bank of Texas, Austin, Texas (See “THE NOTES -Paying Agent/Registrar” in the Official Statement).

SOURCE OF PAYMENT: The Notes constitute a direct obligation of the District, payable from an annual ad valorem maintenance tax levied, within the limits prescribed by law, on all taxable property located within the District, as provided in the Resolution authorizing the Notes.

Further details regarding the Notes are set forth in the Official Statement.

CONDITIONS OF THE SALE

TYPE OF BIDS AND INTEREST RATES: Notes will be sold in one block on an “all or none” basis, and at a price of not less than their par value, plus accrued interest from the Dated Date of the Notes to the date of delivery of the Notes. **No bid producing a cash premium of less than \$60,000 or greater than \$65,000 will be considered.** Bidders are invited to name the rate(s) of interest to be borne by the Notes, provided that each rate bid must be in a multiple of 1/8 of 1% or 1/20 of 1% and the highest interest rate specified for any maturity may not exceed the lowest rate bid by more than 3% in rate. No limitation is imposed upon bidders as to the number of rates or changes that may be used. All Notes 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.

SERIAL BONDS OR SERIAL BONDS AND TERM BONDS: Bidders may provide that all the Bonds be issued as Serial Bonds maturing in accord with the Maturity Schedule shown on the Official Bid Form (Alternative 1) or as a combination of Serial Bonds and Term Bonds (Alternative 2), but a bid with Term Bonds is permitted only as described in Alternative 2 below.

Alternative 1 - Serial Bonds:

Serial Bonds maturing on August 15, 2013 through August 15, 2026.

Alternative 2 - Serial Bonds and Term Bonds:

Serial Bonds maturing on August 15, 2013 through August 15, 2020, and one or more term bonds consisting of the August 15, 2021 through August 15, 2026 maturities with each term consisting of two or more consecutive annual principal amounts accumulated from the Maturity Schedule shown on the Official Bid Form. Bidders may reestablish Serial Bonds following a Term Bond.

MANDATORY SINKING FUND: If the successful bidder elects to alter the Maturity Schedule and convert the principal amounts of the Serial Bonds maturing in the years 2021 through 2026 into “Term Bonds”, such “Term Bonds” shall be subject to mandatory redemption on August 15, 2021, or the first August 15 following the last maturity for Serial Bonds, and annually thereafter on each August 15 until the stated maturity for the Term Bonds at the redemption prices of par plus accrued interest to the date of redemption. The principal amounts of the Term Bonds to be redeemed on each mandatory redemption date shall be the principal amounts that would have been due and payable in the Maturity Schedule shown on the Official Bid Form had no conversion to Term Bonds occurred. At least thirty (30) days prior to each mandatory date, the Paying Agent/Registrar shall select, by lot, or other customary random selective method, the Term Bonds to be redeemed and cause a notice of redemption to be given in the manner provided in the Order.

MUNICIPAL BOND INSURANCE: The Notes are qualified for municipal bond insurance. If the Initial Purchaser desires to purchase such insurance, the cost therefore **will be paid by the Purchaser**. Any fees to be paid to the rating agencies named in the Official Statement as a result of said insurance **will be paid by the District**. It will be the responsibility of the purchaser to disclose the existence of insurance, its terms and the effect thereof with respect to the reoffering of the Notes.

BASIS FOR AWARD: The sale of the Notes will be awarded to the bidder making a bid that conforms to the specifications herein and which produces the lowest true interest cost rate to the District. The District reserves the right to reject any or all bids. 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 Notes of all debt service payments on the Notes on the basis of semi-annual compounding, using a 360-day year composed of 12 consecutive 30-day months, produces an amount equal to the sum of the par value of the Notes plus any premium bid (but not interest accrued from the Dated Date of the Notes 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 DEPOSIT: A Good Faith Deposit, payable to the "Linden-Kildare Consolidated Independent School District," in the amount of \$26,600, is required. Such Good Faith Deposit shall be a bank cashier's check or certified check, which is to be retained uncashed by the District pending the Purchaser's compliance with the terms of the bid and this Notice of Sale and Bidding Instructions. The Good Faith Deposit may accompany the Official Bid Form or it may be submitted separately. If submitted separately it shall be made available to the District prior to the opening of the bids and shall be accompanied by instructions from the bank on which drawn which authorize its use as a Good Faith Deposit by the Purchaser who shall be named in such instructions. **The Good Faith Deposit of the Purchaser will be returned to the Purchaser upon payment for the Notes.** No interest will be allowed on the Good Faith Deposit. In the event the Purchaser should fail or refuse to take up and pay for the Notes in accordance with the bid, then said check shall be cashed and accepted by the District as full and complete liquidated damages. The checks accompanying bids other than the winning bid will be returned immediately after the bids are opened and an award of the Notes has been made.

DELIVERY OF THE NOTES AND ACCOMPANYING DOCUMENTS

CUSIP NUMBERS: It is anticipated that a CUSIP identification number will appear on the Notes, but neither the failure to print or type such number on any Note nor any error with respect thereto shall constitute cause for a failure or refusal by the Purchaser to accept delivery of and pay for the Notes in accordance with the terms of this 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 Notes shall be paid by the District; provided, however, that the CUSIP Service Bureau charge for assignment of the numbers shall be the responsibility of and shall be paid for by the Purchaser.

DELIVERY OF NOTES: Delivery will be accomplished by the issuance of one Initial Bond, either in typed or printed form, in the total aggregate principal amount of \$1,330,000, signed by the President and Secretary of the Board of Education by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts. Upon delivery of the Initial Note, such Initial Note shall be immediately cancelled and one definitive Note 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 in Dallas, Texas. Payment for the Notes must be made in immediately available funds for unconditional credit to the District, or as otherwise directed by the District. The Purchaser will be given six business days' notice of the time fixed for delivery of the Notes. It is anticipated that delivery of the Notes can be made on or about July 20, 2011 and it is understood and agreed that the Purchaser will accept delivery and make payment for the Notes by 10:00 a.m., CDT on July 20, 2011 or thereafter on the date the Notes are tendered for delivery, up to and including August 22, 2011. If for any reason the District is unable to make delivery on or before August 22, 2011, the District shall immediately contact the Purchaser and offer to allow the Purchaser to extend its offer for an additional thirty days. If the Purchaser does not elect to extend its offer within six days thereafter, then its Good Faith Deposit will be returned, and both the District and the Purchaser shall be relieved of any further obligation. In no event shall the District be liable for any damages by reason of its failure to deliver the Notes, provided such failure is due to circumstances reasonably beyond the District's control.

CONDITIONS TO DELIVERY: The obligation of the Purchaser to take up and pay for the Notes is subject to the Purchaser's receipt of (a) the legal opinion of Naman Howell Smith & Lee PLLC, The Woodlands, Texas, and Powell & Leon, L.L.P., Austin, Texas, Co-Bond Counsel for the District ("Bond Counsel"), (b) the no-litigation certificate and (c) the certificate as to the Official Statement, all as further described in the Official Statement.

LEGAL OPINIONS: The Notes 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 Notes is subject to the receipt by the Purchaser of the opinion of Co-Bond Counsel, in substantially the form as attached to the Official Statement as "APPENDIX C."

CERTIFICATION OF OFFICIAL STATEMENT: At the time of payment for and initial delivery of the Notes, the District will execute and deliver to the Purchaser a certificate in the form set forth in the Official Statement.

GENERAL

FINANCIAL ADVISOR: Coastal Securities, Inc. is employed as Financial Advisor to the District in connection with the issuance of the Notes. The Financial Advisor's fee for services rendered with respect to the sale of the Notes is contingent upon

the issuance and delivery of the Notes. Coastal Securities, Inc., 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 Notes, 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 Purchaser represents that the sale of the Notes in states other than Texas will be made only pursuant to exemptions from registration or, where necessary, the Purchaser will register the Notes in accordance with the securities law of the states in which the Notes are offered or sold. The District agrees to cooperate with the Purchaser, at the Purchaser's written request and expense, in registering the Notes or obtaining an exemption from registration in any state where such action is necessary, provided, however, that the District 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 Notice of Sale and Bidding Instructions does not alone constitute an offer to sell the Notes, but is merely notice of sale of the Notes. The offer to sell the Notes is being made by means of the Notice of Sale and Bidding Instructions, the Official Bid Form and the Official Statement. Prospective purchasers are urged to carefully examine the Official Statement to determine the investment quality of the Notes.

RATINGS: An application for ratings on this issue has been made to Standard & Poor's Ratings Group ("S&P"). The result of their determination will be provided as soon as possible.

THE OFFICIAL STATEMENT AND COMPLIANCE WITH SEC RULE 15c2-12: The District 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 an Official Statement that is 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 District, the 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 Notes. Representations made and to be made by the District concerning the absence of material misstatements and omissions in the Official Statement are addressed elsewhere in this Notice of Sale and Bidding Instructions and in the Official Statement.

The District will furnish to the Purchaser, acting through a designated senior representative, in accordance with instructions received from the Purchaser, within seven (7) business days from the sale date an aggregate of **75** copies of the final 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 Notes. Any Official Statement in excess of the number specified shall be prepared and distributed at the cost of the Purchaser. The 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 District 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 Notes.

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

COMPLIANCE WITH PRIOR UNDERTAKINGS: Except as disclosed in the Official Statement under the heading "CONTINUING DISCLOSURE OF INFORMATION – Compliance with Prior Undertakings," for the past five years the District has complied in all material respects with its continuing disclosure agreements in accordance with the Rule.

ADDITIONAL COPIES OF NOTICE, BID FORM AND PRELIMINARY OFFICIAL STATEMENT: A limited number of additional copies of this Notice of Sale and Bidding Instructions, the Official Bid Form and the Preliminary Official Statement, are available over and above the normal mailing, and may be obtained at the offices of Coastal Securities, Inc., 5555 San Felipe, Suite 2200, Houston, Texas, 77056, Financial Advisor to the District.

On the date of the sale, the Board of Education will, in the resolution authorizing the issuance of the Notes, confirm its approval of the form and content of the Official Statement, and any addenda, supplement or amendment thereto, and authorize its use in the reoffering of the Notes by the Purchaser.

President, Board of Education
Linden-Kildare Consolidated Independent School District

June 22, 2011

OFFICIAL BID FORM

President and Board of Education
Linden-Kildare Consolidated Independent School District

Members of the Board of Education:

Reference is made to your Preliminary Official Statement and Notice of Sale and Bidding Instructions dated June 22, 2011 of the \$1,330,000 LINDEN-KILDARE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT MAINTENANCE TAX NOTES, SERIES 2011, both of which constitute a part hereof.

The Notes will be sold in one block on an "All or None" basis. The sale of the Notes will be awarded to the bidder making a bid that conforms to the specifications herein and which produces the lowest true interest cost rate to the District. The true interest cost rate (the "TIC") is that annual rate which, when used to compute the total present value as of July 1, 2011 (the "Dated Date") of all debt service payments on the Notes on the basis of semi-annual compounding, using a 360-day year composed of 12 consecutive 30-day months, produces an amount equal to the sum of the par value of the Notes plus any premium bid (but not interest accrued from the Dated Date of the Notes to the date of their delivery). The Notes will be awarded to the best bidder or syndicate account whose name first appears on the Official Bid form (the "Initial Purchaser" or "Purchaser") whose bid based on the above computation produces the lowest TIC to the District. In case of error in the TIC calculations, interest rates named on the Official Bid Form will govern; however, the Board reserves the right to reject any and all bids and to waive any and all irregularities, except the time for filing of the bids. If two or more equal bids are received the Board will determine by lot which bid, if any, shall be accepted, and such determination shall be final. The successful bidder will be required to agree to deliver a certificate setting forth the "original issue price" of the Notes, determined in accordance with the provisions of section 1273 of the Internal Revenue code of 1986, as amended. 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.

For your legally issued Notes, as described in said Notice of Sale and Bidding Instructions and Preliminary Official Statement, we will pay you par plus a cash premium of \$_____ (minimum of \$60,000 and maximum of \$65,000) for Notes maturing and bearing interest as follows:

Maintenance Tax Notes, Series 2011

			Initial
	Principal	Interest	Reoffering
<u>Maturity</u>	<u>Amount</u>	<u>Rate</u>	<u>Yield</u>
8/15/2013	\$ 60,000	_____ %	_____ %
8/15/2014	65,000	_____ %	_____ %
8/15/2015	65,000	_____ %	_____ %
8/15/2016	65,000	_____ %	_____ %
8/15/2017	70,000	_____ %	_____ %
8/15/2018	70,000	_____ %	_____ %
8/15/2019	100,000	_____ %	_____ %
8/15/2020	105,000	_____ %	_____ %
8/15/2021	110,000	_____ %	_____ %
8/15/2022	115,000	_____ %	_____ %
8/15/2023	120,000	_____ %	_____ %
8/15/2024	130,000	_____ %	_____ %
8/15/2025	135,000	_____ %	_____ %
8/15/2026	120,000	_____ %	_____ %

True Interest Cost _____ (Not part of bid)

Initial Purchaser: _____ Contact: _____ Phone: _____

In accordance with the terms of the Notice of Sale and Bidding Instructions, and the Good Faith Deposit, a bank cashier's or bank certified check for \$26,600 drawn on _____ is herewith enclosed or has been made available to you prior to opening of the bid with authorizing instructions from such bank. Such Good Faith Deposit is payable to the order of "Linden-Kildare Consolidated Independent School District". If the Notes are awarded to us, the Good Faith Deposit will remain uncashed and will be returned to us at the time of delivery of the Notes by the District.

Accordingly, if the Notes are awarded to us, we agree to pay you in federal funds acceptable to the District, for immediate and unconditional credit to the District or as otherwise directed by the District, the full purchase price. If the Notes 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 District, within 5 business days of the award of sale of the Notes, a certificate relating to the "issue price" of the Notes in the form accompanying the Notice of Sale and Bidding Instructions, with such changes thereto as may be acceptable to the District.

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

Respectfully submitted,

By: _____
Authorized Representative

ACCEPTANCE CLAUSE

The above and foregoing bid is hereby in all things accepted by the Linden-Kildare Consolidated Independent School District, subject to and in accordance with the Notice of Sale and Bidding Instructions, this the 28th day of June, 2011.

President, Board of Education
Linden-Kildare Consolidated Independent School District

ATTEST:

Secretary, Board of Education
Linden-Kildare Consolidated Independent School District

Direct inquiries to the attention of:

Lewis A. Wilks
Coastal Securities, Inc.
5555 San Felipe, Suite 2200
Houston, Texas 77056
713-435-4336
713-435-4448 Fax

CERTIFICATE OF ISSUE PRICE

The undersigned hereby certifies as follows with respect to the bid and purchase of the Linden-Kildare Consolidated Independent School District (the "Issuer") Maintenance Tax Notes, Series 2011 (the "Notes"):

1. The undersigned is the duly authorized representative of the purchaser (the "Purchaser") of the Notes from the Issuer.
2. All of the Notes have 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. The Notes were 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"), 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 Notes was sold to the public is set forth below.

	Principal	Interest	Initial
<u>Maturity</u>	<u>Amount</u>	<u>Rate</u>	<u>Reoffering</u>
		<u>Yield</u>	<u>Yield</u>
8/15/2013	\$ 60,000	_____%	_____%
8/15/2014	65,000	_____%	_____%
8/15/2015	65,000	_____%	_____%
8/15/2016	65,000	_____%	_____%
8/15/2017	70,000	_____%	_____%
8/15/2018	70,000	_____%	_____%
8/15/2019	100,000	_____%	_____%
8/15/2020	105,000	_____%	_____%
8/15/2021	110,000	_____%	_____%
8/15/2022	115,000	_____%	_____%
8/15/2023	120,000	_____%	_____%
8/15/2024	130,000	_____%	_____%
8/15/2025	135,000	_____%	_____%
8/15/2026	120,000	_____%	_____%

5. In the case of the Retained Maturity, 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:

<u>Principal Amount</u> <u>at Maturity</u>	<u>Maturity</u>	<u>Price/Yield</u>
\$ _____	_____%	_____%
\$ _____	_____%	_____%
\$ _____	_____%	_____%
\$ _____	_____%	_____%
\$ _____	_____%	_____%
\$ _____	_____%	_____%

6. Based on the foregoing, the aggregate of such issue prices of all of the Notes is \$_____ (the "Issue Price").

7. Please choose the appropriate statement: To the extent the issue price for each maturity exceeds the stated redemption price at maturity of the Notes for that maturity, such excess over the stated redemption price at maturity does not exceed the product of one fourth of one percent (.25%), the stated redemption price at maturity and the number of complete years to maturity of the Notes; provided that, in the case of any maturity of the Notes with one

or more scheduled mandatory redemption dates, the number of complete years to maturity will be calculated by assuming that a pro rata portion of each maturity of the Notes will be called on such mandatory redemption dates; and provided further that, and in all cases, the first date of an optional call that would result in an alternative payment schedule that would minimize the yield on the note will be used in lieu of the number of complete years to maturity.

8. The Purchaser understands that the statements made herein will be relied upon, by the District in its effort to comply with the conditions imposed by the Internal Revenue Code of 1986, as amended (the "Code") and by Co-Bond Counsel in rendering their opinion concerning the excludability of interest on the Notes from the gross income of their owners.

EXECUTED and DELIVERED this ___day of _____, 2011.

[PURCHASER]

By: _____

Title: _____