

**OFFICIAL NOTICE OF SALE,
BID FORMS,
AND
PRELIMINARY OFFICIAL STATEMENT**

\$41,700,000

**COLLEGE STATION
INDEPENDENT SCHOOL DISTRICT
(Brazos County, Texas)**

**UNLIMITED TAX SCHOOL BUILDING BONDS,
SERIES 2011**

**Bids to be received by the Issuer
until 2:00 P.M., Central Time
Tuesday, August 16, 2011**

This Official Notice of Sale does not alone constitute an invitation for bids but is merely notice of sale of the Bonds described herein. The invitation for bids on such Bonds is being made by means of this Official Notice of Sale, the Official Bid Form and the Preliminary Official Statement.

OFFICIAL NOTICE OF SALE

**\$41,700,000
COLLEGE STATION INDEPENDENT SCHOOL DISTRICT
(Brazos County, Texas)
UNLIMITED TAX SCHOOL BUILDING BONDS
SERIES 2011**

BONDS OFFERED FOR SALE AT COMPETITIVE BID: The Board of Trustees of the College Station Independent School District, College Station, Texas (the "Issuer") is offering for sale at competitive bid \$41,700,000 Unlimited Tax School Building Bonds, Series 2011 (the "Bonds"). Bidders may submit bids for the Bonds by any of the following methods:

- (1) Deliver bids directly to the District as described below in "Bids Delivered Directly to the District";
- (2) Submit bids electronically as described below in "Electronic Bidding Procedures"; or
- (3) Submit bids by facsimile as described below in "Facsimile Bidding Procedures".

All bids must be delivered or submitted prior to the respective times set forth below on the date scheduled for bid opening. Any bid received after such scheduled time will not be accepted. Bids by telephone will not be accepted.

Bidders who wish to submit their bids electronically or by facsimile must provide to Victor Quiroga, Jr., Southwest Securities, 4040 Broadway, Suite 220, San Antonio, Texas 78209, no later than 2:00 P.M. Central Time, Tuesday, August 16, 2011, two signed copies of the "Official Bid Form" with an envelope addressed to the Board of Trustees of the College Station Independent School District and plainly marked "Bid for Bonds".

Bids will be opened and publicly read at 2:00 P.M., Central Time, Tuesday, August 16, 2011, following which the bids will be evaluated by the Financial Advisor and the District's representatives. By 5:00 P.M. Central Time, August 16, 2011, the Superintendent or his representative shall award the Bonds to the low qualified bidder subject to final approval of the Board of Trustees which will convene at a scheduled meeting at 7:00 P.M. Central Time on the same date and take action as they deem appropriate, which shall constitute the contract, as evidenced by the Order, with the low qualified bidder.

BIDS DELIVERED DIRECTLY TO THE DISTRICT. Bids delivered directly to the District, which must be submitted in duplicate on the Official Bid Form and plainly marked "Bid for Bonds", are to be addressed to "Board of Trustees, College Station Independent School District, 1812 Welsh Street, College Station, Texas 77840." All such bids must be delivered at the above address no later than 2:00 P.M. Central Time on the date of the bid opening described above.

ELECTRONIC BIDDING PROCEDURES: Interested bidders may, at their option, mail **two signed** Bid Forms to Victor Quiroga, Jr., Southwest Securities, 4040 Broadway, Suite 220, San Antonio, Texas 78209, and submit their bid by electronic media, as described below, by 2:00 P.M. Central Time, on Tuesday, August 16, 2011. **Signed Bid Forms must be received by 2:00 P.M. Central Time, Tuesday, August 16, 2011.**

Any prospective bidder that intends to submit an electronic bid must submit its electronic bid via the facilities of the i-Deal/PARITY System ("PARITY").

NOTICE IS HEREBY GIVEN that electronic proposals will be received via PARITY, in the manner described below, until 2:00 P.M. Central Time on **Tuesday, August 16, 2011.**

Bids must be submitted electronically via **PARITY** in accordance with this Notice of Bond Sale, until 2:00 P.M. Central Time, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in **PARITY** conflict with this Notice of Bond Sale, the terms of this Notice of Bond Sale shall control. For further information about **PARITY**, potential bidders may contact the Financial Advisor to the District or i-Deal LLC at 1359 Broadway, 2nd Floor, New York, NY 10018 telephone (212) 849-5021.

In the event of a malfunction in the electronic bidding process, bidders may submit their bids by facsimile as described below. Any bid received after the scheduled time for their 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 Official Notice of Sale, Official Bid Form and the Official Statement.

An electronic bid made through the facilities of the **PARITY** System shall be deemed an irrevocable offer to purchase the Bonds on the terms provided in the Official Notice of Sale, 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.

FACSIMILE BIDDING PROCEDURES: Interested bidders may, at their option, utilize the fax method for submitting a bid.

On the day of the sale, bids will be accepted by fax until 2:00 P.M. Central Time, at (210) 226-8299, attention Ms. Rachel Reyes. Each bid received by fax will be attached to the corresponding signed bid form as mentioned above, after which such bids will be submitted on such bid forms to the District in the manner provided above. Southwest Securities will not be responsible for submitting bids received after the 2:00 P.M. Central Time deadline. The official time for the receipt of facsimile bids shall be the time maintained by the District.

Neither the District nor Southwest Securities is responsible for any failure of their or the sender's fax machine, any failed delivery of a fax, any incomplete or ambiguous transmittals, or the disclosure of the bid to any persons prior to bid opening. If any portion of a faxed or telecopied bid is illegible, the District and Southwest Securities may, at their option, either call any provided reference number for clarification or reject the bid. Bidders who telecopy or fax bids do so at their own risk. All such bids shall be binding on the bidder.

AWARD AND SALE OF THE BONDS: By 5:00 P.M. Central Time, on the date set for receipt of bids, the Superintendent or his representative shall award the Bonds to the low qualified bidder subject to final approval of the Board of Trustees which will take action to adopt an Order (the "Order") authorizing the issuance and awarding sale of the Bonds or will reject all bids promptly at a scheduled meeting to commence at 7:00 P.M. Central Time on Tuesday, August 16, 2011. The Issuer reserves the right to reject any or all bids and to waive any irregularities, except time of filing.

THE BONDS

DESCRIPTION OF CERTAIN TERMS OF THE BONDS: The Bonds will be dated September 1, 2011 (the "Dated Date") with interest to accrue from the Dated Date and payable initially on February 15, 2012, and semiannually on August 15 and February 15 thereafter until the earlier of maturity or prior redemption. The Bonds will be issued as fully registered Bonds in book-entry form only and when issued will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository (the "Securities Depository"). Book-entry interests in the Bonds will be made available for purchase in the principal amount of \$5,000 or any integral multiple thereof. Purchasers of the Bonds ("Beneficial Owners") will not receive physical delivery of Bonds representing their interest in the Bonds purchased. So long as DTC or its nominee is the registered owner of the Bonds, the principal of and interest on the Bonds will be payable by BOKF, NA dba Bank of Texas, Austin, Texas, as Paying Agent/Registrar, to the Securities Depository, which will in turn remit such principal and interest to its Participants, which will in turn remit such principal and interest to the Beneficial Owners of the Bonds. (See "BOOK-ENTRY-ONLY SYSTEM" in the Official Statement.) The Bonds will be stated to mature on August 15 in each of the following years in the following amounts:

**MATURITY SCHEDULE
(Due August 15)**

Stated Maturity	Principal Amount	Stated Maturity	Principal Amount
2012	\$1,040,000	2025	\$1,645,000
2013	925,000	2026	1,725,000
2014	970,000	2027	1,810,000
2015	1,020,000	2028	1,895,000
2016	1,070,000	2029	1,990,000
2017	1,120,000	2030	2,090,000
2018	1,175,000	2031	2,190,000
2019	1,235,000	2032	2,295,000
2020	1,295,000	2033	2,410,000
2021	1,355,000	2034	2,530,000
2022	1,425,000	2035	2,650,000
2023	1,495,000	2036	2,780,000
2024	1,565,000		

SERIAL BONDS AND/OR TERM BONDS: Bidders may provide that all of the Bonds be issued as serial maturities or may provide that any two or more consecutive annual principal amounts be combined into one or more term bonds, not to exceed three term bonds.

MANDATORY SINKING FUND REDEMPTION: 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 15 of the first year which has been combined to form such term bond and continuing on August 15 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 under the caption "MATURITY SCHEDULE". Bonds to be redeemed in any year by mandatory sinking fund redemption will be redeemed at par and will be selected by lot from among the Bonds then subject to redemption. The Issuer, at its option, may credit against any mandatory sinking fund redemption requirement term bonds of the maturity then subject to redemption which have been purchased and canceled by the District or have been optionally redeemed and not theretofore applied as a credit against any mandatory sinking fund redemption requirement.

OPTIONAL REDEMPTION: The Issuer reserves the right, at its option, to redeem the Bonds maturing on or after August 15, 2021, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof, on August 15, 2020, or any date thereafter, at the redemption price of par plus accrued interest as further described in the Official Statement.

SECURITY FOR PAYMENT: The Bonds are being issued pursuant to the Constitution and general laws of the State of Texas (the "State"), including Sections 45.001 and 45.003(b)(1) of the Texas Education Code, as amended, an election held in the District on May 9, 2009, and an order (the "Order") adopted by the Board of Trustees of the District (the "Board") and are payable from an ad valorem tax levied, without legal limitation as to rate or amount, on all taxable property located within the District. (See "THE BONDS - Security for the Bonds" herein.) The Issuer has received conditional approval from the Texas Education Agency for the Bonds to be guaranteed under the State of Texas Permanent School Fund Guarantee Program (hereinafter defined), which automatically becomes effective when the Attorney General of Texas approves the Bonds. (See "THE PERMANENT SCHOOL FUND GUARANTEE PROGRAM" herein.)

OTHER TERMS AND COVENANTS: Other terms of the Order and the various covenants of the Issuer contained in the Order are described in the Official Statement, to which reference is made for all purposes.

SUCCESSOR PAYING AGENT/REGISTRAR: The initial Paying Agent/Registrar is BOKF, NA dba Bank of Texas, Austin, Texas. In the Order, the District covenants to provide a Paying Agent/Registrar at all times while the Bonds are outstanding, and any Paying Agent/Registrar selected by the District shall be a commercial bank or trust company organized under the laws of the United States and any state and duly qualified and legally authorized to serve and perform the duties of the Paying Agent/Registrar for the Bonds. The Paying Agent/Registrar will maintain the Security Register containing the names and addresses of the registered owners of the Bonds.

In the Order, the Issuer retains the right to replace the Paying Agent/Registrar. If the Paying Agent/Registrar is replaced by the Issuer, the new Paying Agent/Registrar shall accept the previous Paying Agent/Registrar's records and act in the same capacity as the previous Paying Agent/Registrar. Any successor Paying Agent/Registrar, selected at the sole discretion of the Issuer, shall be qualified as described in the Preliminary Official Statement. Upon a change in the Paying Agent/Registrar for the Bonds, the Issuer agrees to promptly cause written notice thereof to be sent to each registered owner of the Bonds by United States mail, first-class, postage prepaid.

CONDITIONS OF SALE

TYPES OF BIDS AND INTEREST RATES: The Bonds will be sold in one block on an "All or None" basis, and at a price of not less than 100.48% or not more than 101.00% of their par value plus accrued interest from the date of initial 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 1/20 of 1% and the net effective interest rate for the Bonds (calculated in the manner required by Chapter 1204, as amended, Texas Government Code) must not exceed 15%. The highest rate bid may not exceed the lowest rate bid by more than 2% in rate. No limitation is imposed upon bidders as to the number of rates or changes which may be used. All Bonds of one stated maturity must bear one and the same rate. No bids involving supplemental interest rates will be considered. Each bidder shall state in his bid the total interest cost in dollars and the net effective interest rate determined hereby, which shall be considered informative only and not as a part of the bid.

BASIS OF AWARD: The sale of the Bonds 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 Issuer. The True Interest Cost rate is that rate which, when used to compute the total present value as of the Dated Date of all debt service payments on the Bonds on the basis of semi-annual compounding, produces an amount equal to the sum of the par value of the Bonds plus the premium bid, (but not interest accrued from the Dated Date to the date of their initial delivery to the Purchaser). In the event of a bidder's error in interest cost rate calculations, the interest rates, and premium, set forth in the Official Bid Form will be considered as the intended bid.

In order to provide the Issuer with information required to enable it to comply with certain conditions of the Internal Revenue Code of 1986, as amended to the date of initial delivery of the Bonds (the "Code"), relating to the excludability of interest on the Bonds from the gross income of their owners, the Purchaser will be required to complete, execute, and deliver to the Issuer (on or before the date of initial delivery of the Bonds) a certification as to their initial offering prices of the Bonds substantially in the form and to the effect attached hereto or accompanying this Notice of Sale. In the event the successful bidder will not re-offer the Bonds for sale or is unable to sell a substantial amount of the Bonds of any stated maturity by the date of delivery, such Bond may be modified in a manner approved by Bond Counsel. Each bidder, by submitting its bid, agrees to complete, execute, and deliver such a Bond by the date of initial delivery of the Bonds, if its bid is accepted by the Issuer. Delivery of the Bonds is conditioned

upon receipt by the Issuer from the Purchaser of such Bond. It will be the responsibility of the Purchaser to institute 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.

GOOD FAITH DEPOSIT: A bank cashier's check payable to the order of "College Station Independent School District, College Station, Texas" in the amount of \$834,000 which is 2% of the par value of the Bonds (the "Good Faith Deposit") is required. The good faith check of the Purchaser will be retained uncashed by the Issuer until the Bonds are delivered, and at that time it will be returned to the Purchaser uncashed on the date of delivery of the Bonds; however, should the Purchaser fail or refuse to take up and pay for the Bonds, said check is to be cashed by the Issuer and the proceeds accepted as full and complete liquidated damages. The above mentioned Cashier's Check may accompany the bid, or it may be submitted separately; however, if submitted separately, it shall be made available to the Issuer prior to the opening of the bids and shall be accompanied by instructions from the bank on which it is drawn which will authorize its use as a Good Faith Deposit by the Purchaser who shall be named in such instructions. No interest will be paid or allowed on any Good Faith Deposit. The checks accompanying all other bids will be returned immediately after the bids are opened and the award of the sale of the Bonds has been made.

FINANCIAL ADVISOR'S RIGHT TO BID: Southwest Securities is employed as the Financial Advisor to the Issuer 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. The Issuer has permitted Southwest Securities the option to bid on the Bonds. Southwest Securities may submit a bid for the Bonds, either independently or as a member of a syndicate organized to submit a bid for the Bonds.

OFFICIAL STATEMENT

To assist the Purchaser in complying with Rule 15c2-12 of the Securities and Exchange Commission ("SEC"), the Issuer and the Purchaser contract and agree, by the submission and acceptance of the winning bid, as follows:

COMPLIANCE WITH RULE 15c2-12 OF THE SECURITIES AND EXCHANGE COMMISSION: The Issuer has approved and authorized distribution of the accompanying Preliminary Official Statement for dissemination to potential purchasers of the Bonds, but does not presently intend to prepare any other document or version thereof for such purpose, except as described below. Accordingly, the Issuer deems the accompanying Preliminary Official Statement to be final as of its date, within the meaning of Rule 15c2-12 of the Securities and Exchange Commission, except for information relating to the offering prices, interest rates, final debt service schedule, selling compensation, identity of the Purchaser and other similar information, terms and provisions to be specified in the competitive bidding process. The Purchaser shall be responsible for promptly informing the Issuer of the initial offering yields of the Bonds.

Thereafter, the Issuer will complete and authorize distribution of the Official Statement identifying the Purchaser and containing such omitted information. The Issuer does not intend to amend or supplement the Official Statement otherwise, except to take into account certain subsequent events, if any, as described below. By delivering the final Official Statement or any amendment or supplement thereto in the requested quantity to the Purchaser on or after the sale date, the Issuer intends the same to be final as of such date, within the meaning of SEC Rule 15c2-12(b)(3). Notwithstanding the foregoing, the Issuer makes no representation concerning the absence of material misstatements or omissions from the Official Statement, except only as and to the extent under "CERTIFICATION OF THE OFFICIAL STATEMENT" as described below. To the best knowledge and belief of the Issuer, 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 Bonds.

FINAL OFFICIAL STATEMENT: The Issuer will furnish to the Purchaser, within seven (7) days after the sale date, an aggregate maximum of one-hundred (100) copies of the Official Statement (and 100 copies of any addenda, supplement or amendment thereto), together with information regarding interest rates and other terms relating to the reoffering of the Bonds, in accordance with Rule 15c2-12(b)(3) of the Securities and Exchange Commission. The Purchaser may arrange at his own expense to have the Official Statement reproduced and printed if he requires more than 100 copies and may also arrange, at his own expense and responsibility, for completion and perfection of the first or cover page of the Official Statement so as to reflect interest rates and other terms and information related to the reoffering of the Bonds. The Purchaser will be responsible for providing information concerning the Issuer and the Bonds to subsequent purchasers of the Bonds, and the Issuer will undertake no responsibility for providing such information other than to make the Official Statement available to the Purchaser as provided herein. The Issuer's obligation to supplement the Official Statement to correct key representations determined to be materially misleading, after the date of the Official Statement, shall terminate upon initial delivery of the Bonds to the Purchaser, unless the Purchaser notifies, in writing, the Issuer that less than all of the Bonds have been sold to ultimate customers on or before such date, in which case the obligation will extend for an additional period of time (but not more than 90 days after the sale date) until all of the Bonds have been sold to ultimate customers.

CHANGES TO OFFICIAL STATEMENT: If, subsequent to the date of the Official Statement, the Issuer learns, through the ordinary course of business and without undertaking any investigation or examination for such purposes, or is notified by the Purchaser of any adverse event which causes the Official Statement to be omitted or materially misleading, and unless the Purchaser elects to terminate its obligation to purchase the Bonds, as described below under "DELIVERY AND ACCOMPANYING DOCUMENTS - Conditions to Delivery", the Issuer will promptly prepare and supply to the Purchaser an appropriate amendment or supplement to the Official Statement satisfactory to the Purchaser; provided, however, that the obligation of the Issuer to do so will terminate when the Issuer delivers the Bonds to the Purchaser, unless the Purchaser notifies the Issuer on or before such date

that less than all of the Bonds have been sold to ultimate customers, in which case the Issuer's Bonds hereunder will extend for an additional period of time (but not more than 90 days after the date the Issuer delivers the Bonds) until all of the Bonds have been sold to ultimate customers.

CERTIFICATION OF THE OFFICIAL STATEMENT: At the time of payment for and delivery of the Initial Bonds, the Purchaser will be furnished a certificate, executed by proper officials of the Issuer, acting in their official capacities, to the effect that to the best of their knowledge and belief: (a) the descriptions and statements of or pertaining to the Issuer contained in its Official Statement, and any addenda, supplement or amendment thereto, for the Bonds, on the date of such Official Statement, on the date of sale of said Bonds and the acceptance of the best bid therefor, and on the date of the initial delivery thereof, were and are true and correct in all material respects; (b) insofar as the Issuer and its affairs, including its financial affairs, are concerned, such Official Statement did not and does not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; (c) insofar as the descriptions and statements including financial data, of or pertaining to entities, other than the Issuer, and their activities contained in such Official Statement are concerned, such statements and data have been obtained from sources which the Issuer believes to be reliable and the Issuer has no reason to believe that they are untrue in any material respect; and (d) there has been no material adverse change in the financial condition of the Issuer since the date of the last financial statements of the Issuer appearing in the Official Statement. The Official Statement and Official Notice of Sale will be approved as to form and content and the use thereof in the offering of the Bonds will be authorized, ratified and approved by the Board of Trustees on the date of sale, and the Purchaser will be furnished, upon request, at the time of payment for and the delivery of the Bonds, a certified copy of such approval, duly executed by the proper officials of the Issuer.

CONTINUING DISCLOSURE AGREEMENT: The Issuer will agree in the Order 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 Purchaser's obligation to accept and pay for the Bonds is conditioned upon delivery to the Purchaser or its agent of a certified copy of the Order containing the agreement described under such heading.

COMPLIANCE WITH PRIOR UNDERTAKINGS: The Issuer has complied in all material respects with all continuing disclosure agreements made in accordance with SEC Rule 15c2-12.

DELIVERY AND ACCOMPANYING DOCUMENTS

INITIAL DELIVERY OF INITIAL BOND: The delivery of the Bonds (the "Initial Delivery") will be accomplished by the issuance of either (i) a single fully registered Bond in the total principal amount of \$41,700,000 payable in stated installments to the Purchaser and numbered R-1, or (ii) as one (1) fully registered Bond for each year of stated maturity in the applicable principal amount and denomination, to be numbered consecutively from R-1 and upward (the "Initial Bond(s)"), signed by manual or facsimile signature of the President and Secretary of the Board of Trustees of the Issuer approved by the Attorney General of Texas, and registered and manually signed by an authorized representative of the Comptroller of Public Accounts of the State of Texas. Initial Delivery of the Bonds will be at the corporate trust office of the Paying Agent/Registrar. Upon delivery of the Initial Bonds, they shall be immediately canceled and one Bond for each maturity will be registered in the name of Cede & Co. and deposited with DTC in connection with DTC's Book-Entry-Only System. Payment for the Initial Bonds must be made in immediately available funds for unconditional credit to the Issuer, or as otherwise directed by the Issuer. The Purchaser will be given six (6) business days' notice of the time fixed for delivery of the Bonds. It is anticipated that Initial Delivery of the Initial Bonds can be made on or about September 14, 2011, but if for any reason the Issuer is unable to make delivery by September 14, 2011, then the Issuer shall immediately contact the Purchaser and offer to allow the Purchaser to extend for an additional thirty (30) days its obligation to take up and pay for the Bonds. If the Purchaser does not so elect within six (6) days thereafter, then the Good Faith Deposit will be returned, and both the Issuer and the Purchaser shall be relieved of further obligation. In no event shall the Issuer be liable for any damages by reason of its failure to deliver the Bonds, provided such failure is due to circumstances beyond the Issuer's reasonable control.

EXCHANGE OF INITIAL BONDS FOR DEFINITIVE BONDS: Upon payment for the Initial Bond(s) at the time of such delivery, the Initial Bond(s) are to be canceled by the Paying Agent/Registrar and registered definitive Bonds delivered in lieu thereof, in multiples of \$5,000 for each stated maturity, in accordance with written instructions received from the Purchaser and/or members of the Purchaser's syndicate. Such Bonds shall be registered by the Paying Agent/Registrar. It shall be the duty of the Purchaser and/or members of the Purchaser's syndicate to furnish to the Paying Agent/Registrar, at least five days prior to the delivery of the Initial Bond, final written instructions identifying the names and addresses of the registered owners, the stated maturities, interest rates, and denominations. The Paying Agent/Registrar will not be required to accept changes in such written instructions after the five day period, and if such written instructions are not received by the Paying Agent/Registrar five days prior to the delivery, the cancellation of the Initial Bond(s) and delivery of registered definitive Bonds may be delayed until the fifth day next following the receipt of such written instructions by the Paying Agent/Registrar.

CUSIP NUMBERS: It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such number on any Bond 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 Bonds in accordance with the terms of the Official Bid Form and this Official Notice of Sale. All expenses in relation to the printing of CUSIP numbers on the Bonds shall be paid by the Issuer; however, the CUSIP Service Bureau's charge for the assignment of the numbers shall be paid by the Purchaser.

CONDITIONS TO DELIVERY: The obligation to take up and pay for the Bonds is subject to the following conditions: the issuance of an approving opinion of the Attorney General of Texas, the Purchaser's acknowledgment of the receipt of the Initial Bond, the Purchaser's receipt of the legal opinion of Bond Counsel and the no-litigation certificate, and the non-occurrence of the events described below under the caption "No Material Adverse Change", all as described below. In addition, if the Issuer fails to comply with its obligations described under "OFFICIAL STATEMENT" above, the Purchaser may terminate its contract to purchase the Bonds by delivering written notice to the Issuer within five (5) days thereafter.

NO MATERIAL ADVERSE CHANGE: The obligation of the Purchaser to take up and pay for the Bonds, and of the Issuer to deliver the Initial Bonds, are subject to the condition that, up to the time of delivery of and receipt of payment for the Initial Bonds, there shall have been no material adverse change in the affairs of the Issuer subsequent to the date of sale from that set forth in the Preliminary Official Statement, as it may have been finalized, supplemented or amended through the date of delivery.

LEGAL OPINIONS: The Bonds are offered when, as and if issued, subject to the approval of certain legal matters by the Attorney General of the State of Texas and Bond Counsel (see discussion "LEGAL MATTERS - Legal Opinions and No-Litigation Certificate" in the Preliminary Official Statement).

CHANGE IN TAX-EXEMPT STATUS: At any time before the Bonds are tendered for initial delivery to the Purchaser, the Purchaser may withdraw its bid if the interest on Obligations such as the Bonds shall be declared to be includable in the gross income, as defined in section 61 of the Code, of the owners thereof for federal income tax purposes, either by Treasury regulations, by ruling or administrative guidance of the Internal Revenue Service, by a decision of any federal court, or by the terms of any federal income tax legislation enacted subsequent to the date of this Official Notice of Sale.

GENERAL CONSIDERATIONS

FUTURE REGISTRATION: The Bonds may be transferred, registered, and assigned on the registration books of the Paying Agent/Registrar only upon presentation and surrender thereof to the Paying Agent/Registrar, and such registration and transfer shall be without expense or service charge to the registered owner, except for any tax or other governmental charges required to be paid with respect to such registration and transfer. A Bond may be assigned by the execution of an assignment form on the Bonds or by other instrument of transfer and assignment acceptable to the Paying Agent/Registrar. A new Bond or Bonds will be delivered by the Paying Agent/Registrar in lieu of the Bonds being transferred or exchanged at the corporate trust office of the Paying Agent/Registrar, or sent by United States registered mail to the new registered owner at the registered owner's request, risk, and expense. To the extent possible, new Bonds issued in an exchange or transfer of Bonds will be delivered to the registered owner or assignee of the registered owner in not more than three (3) business days after the receipt of the Bonds to be canceled in the exchange or transfer and the written instrument of transfer or request for exchange duly executed by the registered owner or his duly authorized agent, in form satisfactory to the Paying Agent/Registrar. New Bonds registered and delivered in an exchange or transfer shall be in denominations of \$5,000 for any one stated maturity or any integral multiple thereof and for a like aggregate principal amount and interest rate as the Bonds surrendered for exchange or transfer.

RECORD DATE: The record date ("Record Date") for the semiannual interest payable on any interest payment date is the last business day of the month next preceding such interest payment date.

RATING: The Issuer has made application to Fitch Ratings ("Fitch"), Moody's Investors Service, Inc. ("Moody's") and Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business ("S&P") for a contract rating on the Bonds. It is anticipated that Fitch, Moody's and S&P will rate the Bonds "AAA", "Aaa" and "AAA", respectively, based upon the Permanent School Fund Guarantee Program of the Texas Education Agency. An explanation of the significance of such a rating may be obtained from Fitch, Moody's and S&P. The rating of the Bonds by Fitch, Moody's and S&P reflect only the view of such companies at the time the ratings are given, and the Issuer makes no representations as to the appropriateness of the ratings. There is no assurance that the ratings will continue for any given period of time, or that the ratings will not be revised downward or withdrawn entirely by Fitch, Moody's and S&P, if, in the judgment of such companies, circumstances so warrant. Any such downward revision or withdrawal of the ratings may have an adverse effect on the market price of the Bonds.

SALE OF ADDITIONAL BONDS: The Issuer does not anticipate the issuance of any additional debt in 2011.

REGISTRATION AND QUALIFICATION OF BONDS FOR SALE: No registration statement relating to the Bonds has been filed with the Securities and Exchange Commission under the Securities Act of 1933, as amended, in reliance upon exemptions provided in such Act. The Bonds have not been approved or disapproved by the Securities and Exchange Commission, nor has the Securities and Exchange Commission passed upon the accuracy or adequacy of the Official Statement. Any representation to the contrary is a criminal offense. The Bonds have not been registered or qualified under the Securities Act of Texas in reliance upon exemptions contained therein, nor have the Bonds been registered or qualified under the securities acts of any other jurisdiction. The Issuer assumes no responsibility for registration or qualification of the Bonds under the securities laws of any jurisdiction in which the Bonds may be sold, assigned, pledged, hypothecated or otherwise transferred. This disclaimer of responsibility for registration or qualification for sale or other disposition of the Bonds shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration or qualification provisions.

It is the obligation of the Purchaser to register or qualify sale of the Bonds under the securities laws of any jurisdiction which so requires. The Issuer agrees to cooperate, at the Purchaser's written request and expense and within reasonable limits, in registering or qualifying the Bonds, or in obtaining an exemption from registration or qualification in any state where such action is necessary, but will in no instance execute a general consent to service of process in any state that the Bonds are offered for sale.

ADDITIONAL COPIES: Subject to the limitations described under "Official Statement" herein, additional copies of this Official Notice of Sale, the Official Bid Form, and the Official Statement may be obtained from www.swst.com.

The Board of Trustees has approved the form and content of the Official Notice of Sale, the Official Bid Form, and the Official Statement and authorized the use thereof in its initial offering of the Bonds. On the date of the sale, the Bonds will, in the Order authorizing the issuance of the Bonds, reconfirm its approval of the form and content of the Official Statement, and any addenda, supplement, or amendment thereto, and authorize its further use in the reoffering of the Bonds by the Purchaser.

/s/

President, Board of Trustees
College Station Independent School District

ATTEST:

/s/

Secretary, Board of Trustees
College Station Independent School District

August 16, 2011