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**San Mateo County Joint Powers Financing Authority  
Lease Revenue Bonds (Capital Projects),  
2014 Series A  
(Maple Street Correctional Center)**

**BOND PURCHASE CONTRACT**

April \_\_, 2014

San Mateo County Joint Powers Financing Authority  
Redwood City, California

County of San Mateo  
Redwood City, California

Ladies and Gentlemen:

The undersigned, Citigroup Global Markets Inc., as representative (the “Representative”) on behalf of itself and the other underwriters set forth in Exhibit A hereto (the “Underwriters”), offers to enter into this Bond Purchase Contract (the “Bond Purchase Contract”) with the San Mateo County Joint Powers Financing Authority (the “Authority”) and the County of San Mateo (the “County”), a political subdivision of the State of California (the “State”), which, upon acceptance of this offer by the Authority and the County, will be binding upon the Authority, the County and the Underwriters. This offer made is subject to receipt by the Representative of the documents referred to in Section 9 hereof and to acceptance by the Authority and the County by execution and delivery of this Bond Purchase Contract to the Representative at or prior to 8:00 p.m., California time, on the date first above written, and if not so accepted will be subject to withdrawal by the Underwriters upon notice delivered to the Authority and the County at any time prior to the acceptance hereof by the Authority and the County. Capitalized terms in this Bond Purchase Contract that are not otherwise defined herein shall have the meanings given to such terms in the Trust Agreement.

1. Purchase and Sale. Upon the terms and conditions and upon the basis of the representations, warranties, covenants and agreements hereinafter set forth, the Underwriters hereby agree to purchase from the Authority to offer to the public, and the Authority hereby agrees to cause U.S. Bank National Association, as trustee (the “Trustee”), to deliver to the Underwriters for such purpose, all (but not less than all), in the manner provided herein, of the Authority’s \$ \_\_\_\_\_ aggregate principal amount of San Mateo County Joint Powers Financing Authority Lease Revenue Bonds (Capital Projects), 2014 Series A (Maple Street Correctional Center) (the “Bonds”). The Bonds are being issued pursuant to the Trust Agreement, dated as of April 1, 2014 (the “Trust Agreement”), by and between the Authority and the Trustee.

The Bonds shall be delivered in fully registered form in denominations of \$5,000 or any integral multiple thereof. The Bonds shall be dated their date of delivery and mature on the dates and in the principal amounts, and shall be computed at the interest rates, all as shown in Exhibit B. Interest on the Bonds will be payable semiannually each June 15 and December 15, commencing on December 15, 2014. The Bonds shall otherwise be as described in the Official Statement (as defined herein) with respect to the Bonds, dated April \_\_, 2014 (as further defined below), and be subject to redemption as provided therein.

The aggregate purchase price of the Bonds shall be \$ \_\_\_\_\_ (representing the aggregate principal amount of the Bonds of \$ \_\_\_\_\_, [plus/less] a net original issue [premium/discount] of \$ \_\_\_\_\_, and less an underwriters' discount of \$ \_\_\_\_\_).

The Authority and the County acknowledge and agree that: (a) the purchase and sale of the Bonds pursuant to this Bond Purchase Contract is an arm's-length commercial transaction between (i) the Authority and the County and (ii) the Underwriters; (b) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriters are and have been acting solely as principals and are not acting as agents or fiduciaries of the Authority or the County; (c) the Underwriters have not assumed an advisory or fiduciary responsibility in favor of the Authority or the County with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether any Underwriter has provided other services or is currently providing other services to the Authority or the County on other matters) and the Underwriters have no obligation to the Authority or the County with respect to the offering contemplated hereby except the obligations expressly set forth in this Bond Purchase Contract; and (d) in connection with the purchase and sale of the Bonds, the Authority and the County have consulted their own financial and other advisors to the extent they have deemed appropriate. The Authority and the County also acknowledge that they previously received from each of the Underwriters a letter regarding Municipal Securities Rulemaking Board ("MSRB") Rule G-17 Disclosures, and that they have provided to the Underwriters an acknowledgement of such letters.

2. The Bonds. The Bonds shall be issued in accordance with Article 4, Chapter 5, Division 7, Title 1 (commencing with Section 6584) of the California Government Code (the "Act"), the Trust Agreement, a Resolution of the Authority authorizing the issuance of the Bonds and certain matters relating thereto (the "the Authority Resolution"), and a Resolution of the County approving the issuance of the Bonds and certain matters relating thereto (the "County Resolution").

The Bonds are special obligations of the Authority that are secured and payable solely from Revenues (as that term is defined in the Trust Agreement), including Base Rental Payments (as that term is defined in the Trust Agreement) payable by the County pursuant to that certain Facilities Lease, dated as of April 1, 2014 (the "Facilities Lease"), by and between the County and the Authority, relating to certain real property and improvements to be constructed thereon (the "Facilities"), and the other assets pledged thereafter under the Trust Agreement. In connection therewith, the County and the Authority have entered into a Site Lease, dated as of April 1, 2014 (the "Site Lease"), providing for the lease of the Facilities by the County to the Authority. The Facilities Lease provides for the sublease of the Facilities from the Authority back to the County.

3. Purpose of the Bonds. The proceeds of the Bonds will be used to (a) finance (i) the acquisition, construction and equipping of the Maple Street Correctional Facility, and (ii) the repayment of \$16,300,000 in aggregate principal amount of the County of San Mateo, California 2013-2014 Notes, (b) to fund capitalized interest on the Bonds, (c) to fund a Reserve Fund established under the Trust Agreement for the Bonds and (d) to pay certain costs of issuance of the Bonds.

4. Offering. (a) It shall be a condition to the Authority's obligation to sell and issue the Bonds to the Underwriters and to the Underwriters' obligations to purchase, to accept delivery of and to pay for Bonds that the entire aggregate principal amount of the Bonds referred to in Section 1 shall be issued by the Authority and purchased, accepted and paid for by the Underwriters at the Closing (as defined herein). The Underwriters agree to make an initial public offering of all of the Bonds at the public offering prices (or yields) set forth on Exhibit B attached hereto and incorporated herein by reference. Subsequent to the initial public offering, the Underwriters reserve the right to change the public offering prices (or yields) as the Underwriters deem necessary in connection with the marketing of

the Bonds, provided that the Underwriters shall not change the interest rates set forth on Exhibit B. The Bonds may be offered and sold to certain dealers (including dealers depositing the Bonds into investment trusts) at prices lower than such initial public offering prices. The County and the Authority hereby authorize the use by the Underwriters of this Bond Purchase Contract, the Trust Agreement, the Facilities Lease, the Site Lease, the Authority Resolution, the County Resolution, the Continuing Disclosure Agreement, dated as of April \_\_, 2014 (the “Continuing Disclosure Agreement”), by and between the County and the Trustee, and the Official Statement, and any supplements or amendments thereto, and the information contained in each of such documents, in connection with the public offering and sale of the Bonds. This Bond Purchase Contract, the Trust Agreement, the Facilities Lease, the Site Lease, the Authority Resolution, the County Resolution and the Continuing Disclosure Agreement are referred to herein as the “Legal Documents.”

(b) The Underwriters agree as follows:

(i) to file, on or before the date of Closing, a copy of the Official Statement, including any supplements thereto, with the MSRB through its Electronic Municipal Market Access system; and

(ii) to take any and all actions necessary to comply with rules of the Securities and Exchange Commission and the MSRB which are applicable to the Underwriters governing the offering, sale and delivery of the Bonds to the ultimate purchasers.

5. Official Statement. Upon the Authority’s and the County’s acceptance of this offer, the Authority and the County shall be deemed to have ratified, approved and confirmed the Preliminary Official Statement, dated April \_\_, 2014 (together with any appendices thereto, any documents incorporated therein by reference and any supplements or amendments thereto and as disseminated in its printed physical form or in electronic form in all respects materially consistent with such physical form, the “Preliminary Official Statement”) with respect to the Bonds, in connection with the public offering and sale of the Bonds by the Underwriters. The Authority shall deliver the Official Statement to the Underwriters (a) in “designated electronic format” (as defined in Rule G-32 of the Municipal Securities Rulemaking Board) and (b) in printed form in such quantities as the Underwriters shall reasonably request, dated the date hereof, substantially in the form of the Preliminary Official Statement, with only such changes as shall have been accepted by the Representative (said document, including its cover page, inside cover page and appendices, as the same may be amended and supplemented in accordance with this Bond Purchase Contract and as disseminated in its printed physical form or in electronic form in all respects materially consistent with such physical form, the “Official Statement”), approved for distribution pursuant to the Authority Resolution and the County Resolution. The Authority shall, as soon as practicable, but not later than seven (7) business days from the date hereof, deliver to the Underwriters such copies of the Official Statement and, in the event the date of Closing is less than seven (7) business days after the date hereof, upon request of the Representative, in sufficient time to accompany any confirmation requesting payment from any customers of any Underwriter and not later than three (3) business days prior to Closing; provided, however, that the failure of the Authority to comply with this requirement due to any circumstance outside of the control of the Authority shall not constitute cause for a failure of or refusal by the Underwriters to accept delivery of, or pay for, the Bonds.

6. Representations, Warranties and Agreements of the County. The County hereby represents, warrants and agrees with the Underwriters as follows:

(a) the County is, and will be on the date of Closing, a political subdivision of the State organized and operating pursuant to the Constitution and laws of the State with the full power and

authority to adopt or execute and deliver, as the case may be, the Legal Documents to be adopted or executed by it and to own its properties and to carry on its business as presently conducted;

(b) by official action of the County, prior to or concurrently with the acceptance hereof, the County has duly adopted or authorized and approved the execution and delivery of, and the performance by the County of the obligations on its part contained in, the Legal Documents to be adopted or entered into by it and has authorized and approved the consummation by it of all other transactions contemplated by the Legal Documents;

(c) this Bond Purchase Contract has been, as of the date hereof, and the other Legal Documents to be entered into by the County will have been as of the date of Closing, duly authorized, executed and delivered by the County and constitute legal, valid and binding agreements of the County, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting enforcement of creditors' rights generally and by the application of equitable principles if equitable remedies are sought;

(d) to the best knowledge of the County, the execution and delivery of the Legal Documents to be adopted or entered into by the County and compliance with the provisions on the County's part contained herein and therein, will not in any material respect conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the County is a party or to which the County or any of the Facilities or its assets is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets of the County under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided in the Legal Documents adopted or entered into by the County;

(e) to the best knowledge of the County, the County is not in breach of or default under any applicable law or administrative regulation of the State or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the County is a party or is otherwise subject, which breach or default would materially adversely affect the County's ability to enter into or perform its obligations under the Legal Documents to be entered into by it, and, no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute such a breach or default;

(f) to the best knowledge of the County, and except as disclosed in the Preliminary Official Statement and in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending in which service of process has been completed against the County or threatened against the County in any material respect affecting the existence of the County or the titles of its officers to their respective offices or seeking to prohibit, restrain or enjoin the adoption of the County Resolution or the payment of Base Rental Payments as required under the Facilities Lease or in any way contesting or affecting the validity or enforceability of the Act or the Legal Documents or contesting the powers of the County or its authority to enter into, adopt or perform its obligations under any of the foregoing, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or any amendment or supplement thereto, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Legal Documents to be entered into by the County or this Bond Purchase Contract or that could have a material adverse impact upon the ability of the County to enter into or perform its obligations under such documents or that may result in any material adverse

change in the business, properties, assets or the financial condition of the County or in any way contesting the existence or powers of the County;

(g) the County will furnish such information, execute such instruments and take such other actions in cooperation with the Representative as the Representative may reasonably request in order (i) to qualify the Bonds for offer and sale under the blue sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Representative may designate and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualification in effect so long as required for distribution of the Bonds; provided, however, that in no event shall the County be required to qualify to do business or consent to service of process in any jurisdiction without its approval;

(h) the information contained in the Preliminary Official Statement was, as of the date thereof, and is, as of the date hereof (excluding any information permitted to be omitted pursuant to Rule 15c2-12 of the Securities and Exchange Commission (“Rule 15c2-12”) and information under the caption “UNDERWRITING”), and the information contained in the Official Statement will be, as of the Closing Date (excluding information under the caption “UNDERWRITING”), true and correct in all material respects and such information did not, does not and will not, as applicable, contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(i) if between the date hereof and the date which is 25 days after the End of the Underwriting Period for the Bonds, an event occurs which might or would cause the information contained in the Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact necessary to make such information therein, in the light of the circumstances under which it was presented, not misleading, the County will notify the Representative, and, if in the reasonable opinion of the Representative, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the County shall cooperate with the Authority in preparing and furnishing to the Underwriters (at the expense of the County) a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to counsel for the Underwriters) that will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to prospective purchasers, not misleading; provided that, for the purposes of this subsection, between the date hereof and the date that is 25 days after the End of the Underwriting Period for the Bonds, the County will furnish such information with respect to itself as the Representative may from time to time reasonably request; provided, further, as used in this Bond Purchase Contract, the term “End of the Underwriting Period” for the Bonds shall mean the earlier of (i) the Closing Date unless the County and the Authority shall have been notified in writing to the contrary by the Representative on or prior to said date or (ii) the date on which the End of the Underwriting Period for the Bonds has occurred under Rule 15c2-12; provided, however, that the County and the Authority may treat as the End of the Underwriting Period for the Bonds as the date specified as such in a notice from the Representative stating the date that is the End of the Underwriting Period;

(j) if the information contained in the Official Statement is amended or supplemented pursuant to the terms hereof, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such subparagraph) at all times subsequent thereto up to and including the date which is 25 days after the End of the Underwriting Period for the Bonds, the County will further amend or supplement the Official Statement so that the Official Statement, as supplemented or amended (including any financial and statistical data contained therein), will not

contain any untrue statement of a material fact or omit to state a material fact necessary to make such information therein, in the light of the circumstances under which it was presented, not misleading;

(k) except as may be required under blue sky or other securities laws of any state, no consent, approval, authorization or order of any State court or governmental body is required for the consummation by the County of the transactions contemplated by the Official Statement, except such as have been obtained and except such as may be required under state securities or blue sky laws in connection with the purchase and distribution of the Bonds by the Underwriters;

(l) after the date of Closing, the County will not participate in the issuance of any amendment of or supplement to the Official Statement to which, after being furnished with a copy, the Representative shall reasonably object in writing or which shall be disapproved by counsel for the Underwriters;

(m) except as described in the Official Statement, the County has not within the last five years failed to comply in any material respect with any continuing disclosure undertakings with regard to Rule 15c2-12, to provide annual reports or notices of enumerated events specified in such rule;

(n) the financial statements of, and other financial information regarding, the County contained in the Official Statement fairly present the financial position and results of the operations of the County as of the dates and for the periods therein set forth, and, to the best of the County's knowledge, (i) the audited financial statements have been prepared in accordance with generally accepted accounting principles consistently applied, and (ii) the other financial information has been determined on a basis substantially consistent with that of the County's audited financial statements included in the Official Statement;

(o) any certificate signed by an Authorized Officer (as defined in the County Resolution) of the County (an "Authorized County Officer") and delivered to the Representative pursuant to this Bond Purchase Contract shall be deemed a representation and warranty by the County to each of the Underwriters as to the truth of the statements therein made; and

(p) the exceptions set forth in the preliminary title report with respect to the Facilities, subject to permitted encumbrances, do not, and the exceptions set forth in the policy or policies of title insurance will not, materially impair the value of the Facilities, the existing facilities thereon or the sites thereof, nor materially impair the County's enjoyment of the same for any purposes for which they are, or may reasonably be expected to be, used.

7. Representations, Warranties and Agreements of the Authority. The Authority represents, warrants and agrees with the Underwriters as follows:

(a) the Authority is, and will be on the Closing Date, a joint exercise of powers authority duly organized and operating pursuant to Chapter 5, Division 7, Title 1 of the California Government Code with the full power and authority to issue the Bonds, adopt or execute and deliver, as the case may be, the Legal Documents to be adopted or executed by it and own its properties and carry on its business as presently conducted;

(b) by official action of the Authority, prior to or concurrently with the acceptance hereof, the Authority has duly adopted or authorized and approved the execution and delivery of, and the performance by the Authority of the obligations on its part contained in, the Legal Documents to be adopted or entered into by it and has authorized and approved the consummation by it of all other transactions contemplated by the Legal Documents;

(c) this Bond Purchase Contract has been, as of the date hereof, and the other Legal Documents to be entered into by the Authority will have been as of the date of Closing, duly authorized, executed and delivered by the Authority and constitute legal, valid and binding agreements of the Authority, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting enforcement of creditors' rights generally and by the application of equitable principles if equitable remedies are sought;

(d) to the best knowledge of the Authority, the issuance of the Bonds and the execution and delivery of the Legal Documents to be adopted or entered into by the Authority and compliance with the provisions on the Authority's part contained herein and therein, will not in any material respect conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Authority is a party or is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets of the Authority under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided in the Bonds or the Legal Documents adopted or entered into by the Authority;

(e) to the best knowledge of the Authority, the Authority is not in breach of or default under any applicable law or administrative regulation of the State or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Authority is a party or is otherwise subject, which breach or default would materially adversely affect the Authority's ability to issue the Bonds or enter into or perform its obligations under the Legal Documents to be entered into by it, and, no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute such a breach or default;

(f) to the best knowledge of the Authority, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending in which service of process has been completed against the Authority or threatened against the Authority in any material respect affecting the existence of the Authority or the titles of its officers to their respective offices or seeking to prohibit, restrain or enjoin the adoption of the Authority Resolution or the sale, execution or delivery of the Bonds or the payment of principal and interest on the Bonds or in any way contesting or affecting the validity or enforceability of the Bonds, the Legal Documents or contesting the powers of the Authority or its authority to enter into, adopt or perform its obligations under any of the foregoing, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or any amendment or supplement thereto, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Legal Documents to be entered into by the Authority or this Bond Purchase Contract or that could have a material adverse impact upon the ability of the Authority to issue the Bonds or enter into or perform its obligations under such documents or that may result in any material adverse change in the business, properties, assets or the financial condition of the Authority or in any way contesting the existence or powers of the Authority;

(g) the Authority will furnish such information, execute such instruments and take such other actions in cooperation with the Representative as the Representative may reasonably request in order (i) to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Representative may designate and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualification in effect so long as required for distribution of

the Bonds; provided, however, that in no event shall the Authority be required to qualify to do business or consent to service of process in any jurisdiction without its approval;

(h) the information contained in the Preliminary Official Statement was, as of the date thereof, and is, as of the date hereof (excluding any information permitted to be omitted pursuant to Rule 15c2-12 and information under the caption "UNDERWRITING"), and the information contained in the Official Statement will be, as of the Closing Date (excluding information under the caption "UNDERWRITING"), true and correct in all material respects and such information did not, does not and will not, as applicable, contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(i) if between the date hereof and the date which is 25 days after the End of the Underwriting Period for the Bonds, an event occurs which might or would cause the information contained in the Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact necessary to make such information therein, in the light of the circumstances under which it was presented, not misleading, the Authority will notify the Representative, and, if in the reasonable opinion of the Representative, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Authority shall forthwith prepare and furnish to the Underwriters (at the expense of the County) a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to counsel for the Underwriters) that will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to prospective purchasers, not misleading; provided that, for the purposes of this subsection, between the date hereof and the date that is 25 days after the End of the Underwriting Period for the Bonds, the Authority will furnish such information with respect to itself as the Representative may from time to time reasonably request;

(j) if the information contained in the Official Statement is amended or supplemented pursuant to the terms hereof, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such subparagraph) at all times subsequent thereto up to and including the date which is 25 days after the End of the Underwriting Period for the Bonds, the Authority will further amend or supplement the Official Statement so that the Official Statement, as supplemented or amended (including any financial and statistical data contained therein), will not contain any untrue statement of a material fact or omit to state a material fact necessary to make such information therein, in the light of the circumstances under which it was presented, not misleading;

(k) except as may be required under blue sky or other securities laws of any state, no consent, approval, authorization or order of any State court or governmental body is required for the consummation by the Authority of the transactions contemplated by the Official Statement, except such as have been obtained and except such as may be required under state securities or blue sky laws in connection with the purchase and distribution of the by the Underwriters;

(l) after the date of Closing, the Authority will not participate in the issuance of any amendment of or supplement to the Official Statement to which, after being furnished with a copy, the Representative shall reasonably object in writing or which shall be disapproved by counsel for the Underwriters; and

(m) any certificate signed by an Authorized Officer (as defined in the Authority Resolution) of the Authority (an "Authorized Authority Officer") and delivered to the Representative pursuant to this



Bond Purchase Contract shall be deemed a representation and warranty by the Authority to each of the Underwriters as to the truth of the statements therein made.

8. Closing. At 8:00 a.m., California time, on April \_\_, 2014, or at such other date and time as shall have been mutually agreed upon by the Authority, the County and the Representative, the Authority will issue or cause to be issued to the Representative the Bonds in definite form duly executed and authenticated by the Trustee in book-entry form through the facilities of The Depository Trust Company, New York, New York (“DTC”) as described below, or at such other place upon which the Representative, the Authority and the County may mutually agree, and the other documents hereinafter mentioned shall be delivered at the office of Orrick, Herrington & Sutcliffe LLP, San Francisco, California (“Bond Counsel”), or at such other place as shall have been mutually agreed upon by the Authority, the County and the Representative. Subject to the terms and conditions hereof, the Representative will accept delivery of the Bonds and pay the purchase price thereof as set forth herein in federal or other immediately available funds (such delivery of and payment for the Bonds is herein called the “Closing”). The Bonds shall be prepared and delivered to the Representative on the date of Closing in the form of one certificate for each maturity of the Bonds, fully registered in the name of Cede & Co., as nominee of DTC.

9. Closing Conditions. The Underwriters have entered into this Bond Purchase Contract in reliance upon the representations, warranties and agreements of the Authority and the County contained herein, the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Authority and the County of their respective obligations herein, both as of the date hereof and as of the date of Closing. Accordingly, the Underwriters’ obligations under this Bond Purchase Contract to purchase, accept delivery of, and pay for the Bonds shall be conditioned upon the performance by the Authority and the County of their obligations to be performed herein and the accuracy and delivery of the documents and instruments required to be delivered hereby at or prior to the Closing, and shall also be subject to the following additional conditions:

(a) the representations and warranties of the Authority and the County contained or incorporated herein shall be true, complete and correct in all material respects at the date hereof and on and as of the date of Closing as if made on the date of Closing;

(b) at the time of the Closing, the Legal Documents to be entered into by the Authority or the County shall be in full force and effect as valid and binding agreements between the various parties thereto, and the Legal Documents and the Official Statement shall not have been amended, modified or supplemented after the date thereof except as may have been agreed to in writing by the Representative, there shall be in full force and effect such resolutions as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby and by the Legal Documents and the County and the Authority shall have performed their obligations required under or specified in the Legal Documents to be performed at or prior to the Closing;

(c) at the time of the Closing, all official actions of the Authority and the County relating to the Legal Documents and the Bonds shall be in full force and effect in accordance with their respective terms and shall not have been amended, modified or supplemented in any material respect from the date hereof except as may have been agreed to in writing by the Representative;

(d) at the time of Closing, the Official Statement (as amended and supplemented) shall be true and correct in all material respects, and shall not omit any statement or information necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(e) at or prior to the time of Closing, the Representative shall receive the following documents, in each case reasonably satisfactory in form and substance to the Representative:

- (i) the Official Statement and each supplement or amendment thereto, if any;
- (ii) a certified copy of the Statement of Facts Roster of Public Agencies Filing of the Authority, together with all amendments thereto;
- (iii) executed copies of the Legal Documents to be entered into by the Authority or the County;
- (iv) the unqualified approving opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel, dated the date of Closing and addressed to the Authority and the County, substantially in the form set forth in Appendix E to the Official Statement, together with a letter or letters of such counsel, dated the date of Closing and addressed to the Underwriters and the Trustee, to the effect that the foregoing approving legal opinion addressed to the Authority and the County may be relied upon by the Underwriters and the Trustee to the same extent as if such opinion were addressed to them;
- (v) a supplemental opinion of Bond Counsel dated the date of Closing and addressed to the Underwriters to the effect that:

(A) this Bond Purchase Contract and the Continuing Disclosure Agreement have been duly authorized, executed and delivered by the County and, assuming due authorization, execution and delivery by the other party thereto (if any), constitute the valid and binding agreements of the County, enforceable against the County in accordance with their respective terms, except as the same may be limited by bankruptcy, moratorium, insolvency, reorganization or other laws relating to or affecting the enforcement of creditors' rights generally, by the exercise of judicial discretion in accordance with general principles of equity or otherwise in appropriate cases (regardless of whether such enforceability is considered in a proceeding in equity or at law) and by the limitation upon legal remedies against public agencies in the State;

(B) the Bonds are exempt from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), and the Trust Agreement is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended; and

(C) the statements contained on the cover and in the Official Statement under the captions "INTRODUCTION – Authority for Issuance of the 2014 Bonds," "INTRODUCTION – Security for the 2014 Bonds," "THE 2014 BONDS," "SECURITY FOR THE 2014 BONDS," "TAX MATTERS" and "CONTINUING DISCLOSURE," and in APPENDIX D – "SUMMARY OF CERTAIN PROVISIONS OF PRINCIPAL LEGAL DOCUMENTS" and APPENDIX F – "FORM OF CONTINUING DISCLOSURE AGREEMENT," insofar as such statements purport to summarize certain provisions of the Bonds, the Site Lease, the Facilities Lease, the Trust Agreement and the Continuing Disclosure Agreement, and applicable Federal and State tax law, are accurate in all material respects;

(vi) the opinion of Sidley Austin LLP, Disclosure Counsel, the date of Closing and addressed to the Authority, the County and the Underwriters, substantially in the form set forth hereto as Exhibit C;

(vii) an opinion of the County Counsel, as counsel to the County, dated the date of Closing and addressed to the Underwriters and the Trustee to the effect that:

(A) the County is a political subdivision of the State, duly organized and validly existing pursuant to the laws and Constitution of the State, and has full legal right, power and authority to execute and deliver, and to perform its obligations under, the Legal Documents to which it is a party;

(B) the County Resolution was duly adopted at a meeting of the Board of Supervisors of the County, as the governing board of the County, which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting at the time of adoption;

(C) the Legal Documents to which the County is a party have been duly authorized, executed and delivered by the County, and, assuming due authorization, execution and delivery by the other respective parties thereto, constitute legal, valid and binding obligations of the County, enforceable against the County in accordance with their respective terms;

(D) to the best of County Counsel's knowledge, the County is not in breach of or default under any applicable law or administrative regulation of the State or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the County is a party or is otherwise subject, which breach or default would materially adversely affect the County's ability to enter into or perform its obligations under the Legal Documents to be entered into by it, and, to the best of County Counsel's knowledge, no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute such a breach or default; and the execution and delivery of the Legal Documents to be entered into by the County and compliance with the provisions on the County's part contained herein and therein, will not in any material respect conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument known to County Counsel after reasonable inquiry to which the County is a party or to which the County, the Facilities or any other assets of the County are otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon the Facilities or any of the other properties or assets of the County under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided in the Legal Documents to be entered into by the County;

(E) to the best of County Counsel's knowledge, and except as disclosed in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending in which service of process has been completed against the County or threatened against the County affecting the existence of the County or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the County's covenant to make the necessary annual appropriations for all the Base Rental Payments as required under the Facilities Lease or contesting or affecting as to the County the validity or enforceability of the Act or the Legal Documents, or contesting the tax-exempt status of interest as would be received by the Owners of the Bonds, or contesting the completeness

or accuracy of the Official Statement or any supplement or amendment thereto, or contesting the powers of the County or any authorization in connection with the adoption of the County Resolution, or the execution and delivery by the County of the Legal Documents to which the County is party wherein an unfavorable decision, ruling or finding which would materially adversely affect the validity or enforceability of the Act as to the County or the performance by the County of its obligations under and in connection with the Legal Documents to which the County is a party;

(F) nothing has come to County Counsel's attention causing it to believe that the information under the caption "LITIGATION" contained in the Preliminary Official Statement, as of the date thereof and as of the date hereof, and in the Official Statement, as of the date thereof and as of the Closing Date, contained or contains any untrue statement of material fact or omitted or omits to state any 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; and

(G) the preparation and distribution of the Official Statement has been duly authorized by the Board of Supervisors of the County;

(viii) an opinion of the County Counsel, as counsel to the Authority, dated the date of Closing and addressed to the Underwriters and the Trustee to the effect that:

(A) the Authority is a joint exercise of powers authority duly organized and operating pursuant to Chapter 5, Division 7, Title 1 of the California Government Code, and has full legal right, power and authority to execute and deliver, and to perform its obligations under the Legal Documents to which it is a party and the Bonds;

(B) the Authority Resolution was duly adopted at a meeting of the Governing Board of the Authority, which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting at the time of adoption;

(C) the Legal Documents to which the Authority is a party and the Bonds have been duly authorized, executed and delivered and issued, as applicable, by the Authority and, assuming due authorization, execution and delivery by the other respective parties thereto, constitute legal, valid and binding obligations of the Authority, enforceable against the Authority in accordance with their respective terms;

(D) to the best of County Counsel's knowledge, the Authority is not in breach of or default under any applicable law or administrative regulation of the State or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Authority is a party or is otherwise subject, which breach or default would materially adversely affect the Authority's ability to issue the Bonds or enter into or perform its obligations under the Legal Documents to be entered into by it, and, to the best of County Counsel's knowledge, no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute such a breach or default; the issuance of the Bonds and the execution and delivery of the Legal Documents to be entered into by the Authority and compliance with the provisions on the Authority's part contained herein and therein, will not in any material respect conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note,

resolution, agreement or other instrument known to County Counsel after reasonable inquiry to which the Authority is a party or is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets of the Authority under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided in the Bonds or Legal Documents to be entered into by the Authority; and the issuance of the Bonds and the execution and delivery of the Legal Documents, and compliance with the provisions on the Authority's part contained therein will not conflict with or constitute a material breach of or default under any constitutional provision, law, administrative regulation, judgment or decree or any provision of any loan agreement, indenture, bond, note, resolution, agreement or other instrument known to us after reasonable inquiry to which the Authority is a party or to which the Authority, the Facilities or any other assets of the Authority are otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the Facilities or any of the other properties or assets of the Authority or under the terms of any such law, regulation or instrument, except as provided in the Bonds and the Legal Documents to be entered into by the Authority;

(E) to the best of County Counsel's knowledge, and except as disclosed in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending in which service of process has been completed against the Authority or threatened against the Authority affecting the existence of the Authority or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the issuance or sale of the Bonds or the County's covenant to make the necessary annual appropriations for all the Base Rental Payments as required under the Facilities Lease or contesting or affecting as to the Authority the validity or enforceability of the Act, the Bonds or the Legal Documents, or contesting the tax-exempt status of interest as would be received by the Owners of the Bonds, or contesting the completeness or accuracy of the Official Statement or any supplement or amendment thereto, or contesting the powers of the Authority or any authorization in connection with the issuance of the Bonds, the adoption of the Authority Resolution, or the execution and delivery by the Authority of the Bonds or the Legal Documents to which the Authority is a party wherein an unfavorable decision, ruling or finding which would materially adversely affect the validity or enforceability of the Act as to the Authority or the performance by the Authority of its obligations under and in connection with the Bonds or the Legal Documents to which the Authority is a party;

(F) nothing has come to County Counsel's attention causing it to believe that the information under the caption "THE AUTHORITY" contained in the Preliminary Official Statement, as of the date thereof and as of the date hereof, and in the Official Statement, as of the date thereof and as of the Closing Date, contained or contains any untrue statement of material fact or omitted or omits to state any 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; and

(G) the preparation and distribution of the Official Statement has been duly authorized by the Governing Board of the Authority;

(ix) a certificate of an Authorized County Officer dated the date of Closing to the effect that:

(A) the representations and warranties of the County contained herein are true and correct in all material respects on and as of the date of Closing as if made on the date of Closing;

(B) to the best of his or her knowledge, no event affecting the County has occurred since the date of the Official Statement which should be disclosed in the Official Statement, as the same may be supplemented or amended, in order that the Official Statement not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they are made, not misleading;

(C) the County has obtained insurance, or otherwise provided for self-insurance, as required by the Facilities Lease and all required policies are in full force and effect and have not been revoked or rescinded;

(D) to the best knowledge of the Authorized County Officer, there does not exist any action, suit, proceeding or investigation pending in which service of process has been completed against the County, or threatened against the County which if adversely determined, could materially adversely affect the financial position of the County; and

(E) the County has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied pursuant to the Legal Documents to which it is a party at or prior to the time of Closing;

(x) a certificate of an Authorized Authority Officer dated the date of Closing to the effect that:

(A) the representations and warranties of the Authority contained herein are true and correct in all material respects on and as of the date of Closing as if made on the date of Closing;

(B) to the best of his or her knowledge, no event affecting the Authority has occurred since the date of the Official Statement which should be disclosed in the Official Statement, as the same may be supplemented or amended, in order that the Official Statement not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they are made, not misleading;

(C) to the best knowledge of the Authorized Authority Officer, there does not exist any action, suit, proceeding or investigation pending in which service of process has been completed against the Authority, or threatened against the Authority which if adversely determined, could materially adversely affect the financial position of the Authority; and

(D) the Authority has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied pursuant to the Legal Documents to which it is a party at or prior to the time of Closing;

(xi) a certificate of the Trustee dated the date of Closing to the effect that:

(A) the Trustee is duly organized and existing as a national banking association organized and existing under the laws of the United States of America, having the full power and authority to enter into and perform its duties under the Trust Agreement and to authenticate and deliver the Bonds;

(B) the Trustee is duly authorized to enter into the Trust Agreement, and, when the Trust Agreement is duly authorized, executed and delivered by the other parties thereto, to deliver the Bonds to the Representative pursuant to the terms of the Trust Agreement;

(C) the execution and delivery by the Trustee of the Trust Agreement and the Bonds, and compliance with the terms thereof, will not conflict with, or result in a violation or breach of, or constitute a default under, any material agreement or material instrument to which the Trustee is a party or by which it is bound, or, to its knowledge, any law or any rule, regulation, order or decree of any court or governmental agency or body having jurisdiction over the Trustee or any of its activities or properties (except that no representation, warranty or agreement is made by the Trustee with respect to any federal or state securities or blue sky laws or regulations);

(D) no authorization, approval, consent or order of any governmental agency or any other person is required for the valid authorization, execution and delivery of the Trust Agreement by the Trustee or the delivery of the Bonds by the Trustee;

(E) to the Trustee's knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, that has been served on or threatened against or affecting the existence of the Trustee or in any way contesting or affecting the validity or enforceability of the Trust Agreement, or contesting the powers of the Trustee or its authority to enter into and perform its obligations under any of the foregoing, or wherein an unfavorable decision, ruling or finding would adversely affect the Trustee or the transactions contemplated in connection with the delivery of the Bonds, or which, in any way, would adversely affect the validity of the Trust Agreement or any agreement or instrument to which the Trustee is a party and which is used or contemplated for use in the Trust Agreement, or the consummation of the transactions contemplated in connection with the issuance of the Bonds; and

(F) subject to the provisions of the Trust Agreement, the Trustee will apply the proceeds from the Bonds to the purposes specified in the Trust Agreement;

(xii) an opinion of counsel to the Trustee dated the date of Closing addressed to the County, the Authority and the Underwriters to the effect that:

(A) the Trustee is a national banking association organized and existing under the laws of the United States, having full power and being qualified to enter, accept and administer the trust created under the Trust Agreement and to deliver the Bonds; and

(B) the Bonds have been duly authenticated and delivered by the Trustee in accordance with the Trust Agreement, and the Trust Agreement has been duly authorized, executed and delivered by the Trustee and, assuming due authorization, execution and delivery thereof by the other parties thereto, constitute the legal, valid and binding

obligations of the Trustee enforceable in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles if equitable remedies are sought;

(xiii) an opinion of Fulbright & Jaworski LLP, a member of Norton Rose Fulbright, Los Angeles, California, as counsel to the Underwriters, dated the date of Closing and addressed to the Underwriters in form reasonably satisfactory to the Representative;

(xiv) evidence of the existence and validity of a policy or policies of title insurance with respect to the Facilities;

(xv) certified copies of the general resolution of the Trustee authorizing the execution and delivery of certain documents by certain officers of the Trustee, which resolution authorizes the execution and delivery of the Trust Agreement;

(xvi) copies of the Authority Resolution certified by the Secretary of the Authority authorizing the execution and delivery of the Legal Documents to which the Authority is a party;

(xvii) copies of the County Resolution certified by the Clerk of the Board of Supervisors of the County authorizing the execution and delivery of the Legal Documents to which the County is a party;

(xviii) the preliminary and final Notice of Sale required to be delivered to the California Debt and Investment Advisory Commission pursuant to Section 53583 of the California Government Code and Section 8855(g) of the California Government Code;

(xix) an executed copy of the Tax Certificate for the Bonds, in form and substance acceptable to Bond Counsel;

(xx) evidence that the ratings on the Bonds are as described in the Official Statement; and

(xxi) such additional legal opinions, certificates, instruments and other documents as Bond Counsel or the Underwriters may reasonably request to evidence compliance by the Trustee, the County and the Authority with legal requirements, the truth and accuracy, as of the time of Closing, of the representations contained herein and in the Official Statement, the lack of any material adverse litigation or proceeding and the due performance or satisfaction by the Trustee, the Authority and the County, at or prior to such time of all agreements to be performed and all conditions then to be satisfied.

10. Termination. The Representative shall have the right to terminate in its discretion the Underwriters' obligations under this Bond Purchase Contract to purchase, to accept delivery of and to pay for the Bonds by notifying the County or Authority of its election to do so if, after the execution hereof and prior to the Closing:

(a) an event shall occur which makes untrue or incorrect in any material respect, as of the time of such event, any statement or information contained in the Official Statement or which is not reflected in the Official Statement but should be reflected therein in order to make the statements contained therein not misleading in any material respect and, in either such event, the Authority or the County refuses to permit the Official Statement to be supplemented to supply such statement or



information or the effect of the Official Statement as so supplemented is, in the judgment of the Representative, to materially adversely affect the market for the Bonds or the sale, at the contemplated offering prices (or yields), by the Underwriter of the Bonds; or

(b) legislation shall be introduced in, enacted by, reported out of committee, or recommended for passage by the State, either House of the Congress, or recommended to the Congress or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or legislation is proposed for consideration by either such committee by any member thereof or presented as an option for consideration by either such committee by the staff or such committee or by the staff of the Joint Committee on Taxation of the Congress of the United States, or a bill to amend the Code (which, if enacted, would be effective as of a date prior to the Closing) shall be filed in either House, or a decision by a court of competent jurisdiction shall be rendered, or a regulation or filing shall be issued or proposed by or on behalf of the Department of the Treasury or the Internal Revenue Service of the United States, or other agency of the federal government, or a release or official statement shall be issued by the President, the Department of the Treasury or the Internal Revenue Service of the United States, in any such case with respect to or affecting (directly or indirectly) the taxation of interest received on obligations of the general character of the Bonds which, in the opinion of the Representative, materially adversely affects the market for the Bonds or the sale, at the contemplated offering prices (or yields), by the Underwriters of the Bonds; or;

(c) a stop order, ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering, sale or distribution of obligations of the general character of the Bonds is in violation or would be in violation of any provisions of the Securities Act, the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or the Trust Indenture Act of 1939, as amended, or any action shall have been taken by any court or by any government authority suspending the use of the Official Statement or any amendment or supplement thereto, or any proceeding for that purpose shall have been initiated or threatened in any such court or by any such authority;

(d) legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Securities Act, or that the Trust Agreement is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering, or sale of obligations of the general character of the Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect

(e) (i) the Constitution of the State shall be amended or an amendment shall qualify for the ballot, or (ii) legislation shall be enacted, or (iii) a decision shall have been rendered as to matters of State law, or (iv) any order, ruling or regulation shall have been issued or proposed by or on behalf of the State by an official, agency or department thereof, affecting the tax status of the County or Authority, its property or income, its bonds or notes (including the Bonds) or the interest thereon, which in the

judgment of the Representative would make it impracticable to market the Bonds on the terms and in the manner contemplated in the Official Statement;

(f) there shall have occurred any outbreak or escalation of hostilities, declaration by the United States of a national or international emergency or war or other calamity or crisis the effect of which on financial markets is such as to make it, in the reasonable judgment of the Representative, impractical or inadvisable to proceed with the offering of the Bonds as contemplated in the Official Statement;

(g) trading of any securities of the County or Authority shall have been suspended on any exchange or in any over-the-counter market or there shall have occurred a general suspension of trading, minimum or maximum prices for trading shall have been fixed and be in force or maximum ranges or prices for securities shall have been required on the New York Stock Exchange or other national stock exchange whether by virtue of a determination by that Exchange or by order of the Securities and Exchange Commission or any other governmental agency having jurisdiction or any national securities exchange shall have: (i) imposed additional material restrictions not in force as of the date hereof with respect to trading in securities generally, or to the Bonds or similar obligations; or (ii) materially increased restrictions now in force with respect to the extension of credit by or the charge to the net capital requirements of underwriters or broker-dealers such as to make it, in the judgment of the Underwriter, impractical or inadvisable to proceed with the offering of the Bonds as contemplated in the Official Statement;

(h) a general banking moratorium shall have been declared by federal or New York or California state authorities or a major financial crisis or a material disruption in commercial banking or securities settlement or clearances services shall have occurred such as to make it, in the judgment of the Representative, impractical or inadvisable to proceed with the offering of the Bonds as contemplated in the Official Statement;

(i) there shall have occurred any downgrading, or any notice shall have been given of any downgrading, in the rating accorded the Bonds by any "nationally recognized statistical rating organization," as such term is defined for purposes of Rule 436(g)(2) under the Securities Act;

(j) a downgrading or suspension of any rating (without regard to credit enhancement) by Moody's Investors Service, Inc. ("Moody's"), Standard & Poor's ("S&P"), or Fitch Ratings ("Fitch") of any debt securities issued by or on behalf of the County, or (ii) there shall have been any official statement as to a possible downgrading (such as being placed on "credit watch" or "negative outlook" or any similar qualification) of any rating by Moody's, S&P or Fitch of any debt securities issued by or on behalf of the County;

(k) the purchase of and payment for the Bonds by the Underwriters, or the resale of the Bonds by the Underwriters, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission.

11. Expenses. (a) The Underwriters shall be under no obligation to pay and the Authority and the County shall pay or cause to be paid the expenses incident to the performance of their obligations hereunder including, but not limited to, (i) the cost of preparation, printing and delivery of the Trust Agreement, the Facilities Lease, the Site Lease and the other Legal Documents; (ii) the costs of preparation, printing and delivery of the Preliminary Official Statement and the Official Statement and any supplements and amendments thereto; (iii) the cost of preparation and printing of the Bonds; (iv) the fees and disbursements of Bond Counsel, Disclosure Counsel and the County Counsel; (v) the fees and disbursements of California Financial Services Inc. for its services as financial advisor to the Authority or

the County; (vi) the fees and disbursements of any other engineers, accountants, and other experts, consultants or advisers retained by the Authority or the County; (vii) the fees, if any, for bond ratings; (viii) any expenses (included in the expense component of the Underwriters' discount) incurred by the Underwriters on behalf of Authority and the County employees and representatives which are in connection with this Bond Purchase Contract, including, but not limited to, meals, transportation, lodging, and entertainment of those employees and representatives, and (ix) the fees and disbursements of independent certified public accountants and any other independent auditor of the Authority or the County.

(b) The Underwriters shall pay only: (i) the cost of preparing the Blue Sky Memorandum; (ii) all advertising expenses and Blue Sky filing fees in connection with the public offering of the Bonds; (iii) the fees and disbursements of Fulbright & Jaworski LLP, a member of Norton Rose Fulbright, as counsel to the Underwriters; (iv) all California Debt and Investment Advisory Commission fees, and (v) all other expenses incurred by the Underwriters in connection with the public offering of the Bonds, including the fees and disbursements of any other counsel retained by them.

(c) The Underwriters are required to pay fees to the California Debt and Investment Advisory Commission in connection with the offering of the Bonds. The Authority and the County acknowledge that they have had an opportunity, in consultation with such advisors as they may deem appropriate, if any, to evaluate and consider such fees. Notwithstanding that such fees are solely the legal obligation of the Underwriters, the Authority and the County agree to reimburse the Underwriters for such fees. Similarly, the Authority and the County agree to reimburse the Underwriters for such other fees and expenses of the Underwriters as agreed with the Underwriters in any underwriting agreement relating to the Bonds.

12. Representations of Representative. The Representative represents and warrants to and agrees with the Authority and the County that it is authorized to take any action under this Bond Purchase Contract required to be taken by and on behalf of the Underwriters.

13. Notices. Any notice or other communication (other than the acceptance hereof as specified in the first paragraph hereof) to be given under this Bond Purchase Contract may be given by delivering the same in writing to the County to:

County of San Mateo  
400 County Center  
Redwood City, California 94063  
Attention: Jim Saco

to the Authority:

San Mateo County Joint Powers Financing Authority  
c/o County of San Mateo  
400 County Center  
Redwood City, California 94063  
Attention: Jim Saco

and to the Representative:

Citigroup Global Markets Inc.  
One Sansome Street, 27<sup>th</sup> Floor  
San Francisco, California 94104  
Attention: Darren Hodge

14. Parties in Interest; Survivability of Representations, Warranties and Agreements. This Bond Purchase Contract is made solely for the benefit of the Authority, the County and the Underwriters and no other person shall acquire or have any right hereunder or by virtue hereof. All of the Authority's and the County's representations, warranties and agreements contained in this Bond Purchase Contract shall remain operative and in full force and effect, regardless of: (i) any investigations made by or on behalf of the Underwriters; (ii) issuance of and payment for the Bonds pursuant to this Bond Purchase Contract; and (iii) any termination of this Bond Purchase Contract.

15. Governing Law. The laws of the State shall govern the validity, interpretation and performance of this Bond Purchase Contract.

16. Entire Agreement. This Bond Purchase Contract, when accepted by the Authority and the County in writing as heretofore specified, shall constitute the entire agreement among the Authority, the County and the Underwriters.

17. Headings. The headings of the paragraphs of this Bond Purchase Contract are inserted for convenience of reference only and shall not be deemed to be a part hereof.

18. Effectiveness. This Bond Purchase Contract shall become effective upon the execution of the acceptance hereof by an Authorized County Officer and an Authorized Authority Officer and shall be valid and enforceable at the time of such acceptance.

19. Counterparts. This Bond Purchase Contract may be executed in several counterparts, which together shall constitute one and the same instrument.

Very truly yours,

CITIGROUP GLOBAL MARKETS INC.,  
as Representative, on behalf of itself and  
other underwriters set forth on Exhibit A hereto

By: \_\_\_\_\_  
Authorized Officer

ACCEPTED:

This \_\_\_\_\_ day of April, 2014

COUNTY OF SAN MATEO

By: \_\_\_\_\_

Title: \_\_\_\_\_

SAN MATEO COUNTY JOINT POWERS  
FINANCING AUTHORITY

By: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

**UNDERWRITERS**

Citigroup Global Markets Inc.

Raymond James Financial, Inc.

Barclays Capital Inc.

Siebert Brandford Shank & Co., LLC

**EXHIBIT B**

**MATURITY SCHEDULE**

\$ \_\_\_\_\_  
**San Mateo County Joint Powers Financing Authority**  
**Lease Revenue Bonds (Capital Projects),**  
**2014 Series A**  
**(Maple Street Correctional Center)**

<b>Date (June 15)</b>	<b>Principal Amount</b>	<b>Interest Rate</b>	<b>Yield</b>
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\$ \_\_\_\_\_ % Term Bonds due June 15, 20\_\_; Priced to Yield – \_\_\_\_%\*

\*Priced to first optional redemption date of June 15, 20\_\_ at par.

**EXHIBIT C**

**DISCLOSURE COUNSEL OPINION**

April \_\_, 2014

San Mateo County Joint Powers Financing  
Authority  
c/o County of San Mateo  
400 County Center  
Redwood City, California 94063

County of San Mateo  
400 County Center  
Redwood City, California 94063

Citigroup Global Markets Inc.,  
as Representative of the Underwriters  
One Sansome Street, 27<sup>th</sup> Floor  
San Francisco, California 94104

\$ \_\_\_\_\_  
San Mateo County Joint Powers Financing Authority  
Lease Revenue Bonds (Capital Projects),  
2014 Series A  
(Maple Street Correctional Center)

Ladies and Gentlemen:

We have acted as Disclosure Counsel to the San Mateo County Joint Powers Financing Authority, a joint exercise of powers entity established under the Constitution and laws of the State of California (the "Authority"), and the County of San Mateo, a political subdivision of the State of California (the "County"), in connection with the issuance by the Authority of its \$ \_\_\_\_\_ San Mateo County Joint Powers Financing Authority Lease Revenue Bonds (Capital Projects), 2014 Series A (Maple Street Correctional Center) (the "Bonds"). The Bonds are being issued pursuant to Article 4 of Chapter 5 of Division 7 of Title 1 of the California Government Code and a Trust Agreement, dated as of April 1, 2014 (the "Trust Agreement"), by and between the Authority and U.S. Bank National Association, as trustee. The Bonds are more fully described in the Official Statement of the Authority and the County, dated April \_\_, 2014 (the "Official Statement"). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Official Statement.

In rendering this opinion, we have reviewed such records, documents, certificates and opinions, and made such other investigations of law and fact as we have deemed necessary or appropriate.

This opinion is limited to matters governed by the federal securities law of the United States, and we assume no responsibility with respect to the applicability or effect of the laws of any other jurisdiction.

In our capacity as Disclosure Counsel to the Authority and the County, we have rendered certain assistance in connection with the preparation of the Official Statement. Rendering such assistance involved, among other things, discussions and inquiries concerning various legal matters, review of certain records, documents and proceedings, and participation in meetings and telephone conferences



with, among others, representatives of the Authority and the County, County Counsel, California Financial Services Inc., financial advisor to the Authority and the County, Bond Counsel, the Underwriters and Underwriters' Counsel, at which meetings and conferences the contents of the Official Statement and related matters were discussed. On the basis of the information made available to us in the course of the foregoing (but without having undertaken to determine or verify independently, or assuming any responsibility for, the accuracy, completeness or fairness of any of the statements contained in the Official Statement), no facts have come to the attention of the personnel in our firm directly involved in rendering legal advice and assistance in connection with the preparation of the Official Statement which cause us to believe that the Official Statement as of its date and of the date hereof (excluding therefrom financial and statistical data; forecasts, projections, estimates, assumptions and expressions of opinions; statements relating to The Depository Trust Company, Cede & Co. and the book-entry system and statements contained in "APPENDIX B – BOOK-ENTRY SYSTEM" and in "APPENDIX C – AUDITED COMBINED FINANCIAL STATEMENTS OF THE COUNTY FOR FISCAL YEAR 2012-2013" thereto, as to all of which we express no view) contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

We are furnishing this opinion to you, solely for your benefit. This opinion is rendered in connection with the transaction described herein, and may not be relied upon by you for any other purpose. This opinion shall not extend to, and may not be used, circulated, quoted, referred to, or relied upon by, any other person, firm, corporation or other entity without our prior written consent. The delivery of this opinion shall not create any attorney-client relationship between our firm and the addressees hereof, other than the Authority and the County. Our engagement with respect to this matter terminates upon the delivery of this opinion to you at the time of the closing relating to the Bonds, and we have no obligation to update this opinion.

Respectfully submitted,