

\$ \_\_\_\_\_  
**SAN MATEO COUNTY FLOOD CONTROL DISTRICT**  
**2015 REVENUE REFUNDING BONDS**  
**(COLMA CREEK FLOOD CONTROL ZONE)**

**PURCHASE CONTRACT**

July \_\_, 2015

San Mateo County Flood Control District  
c/o County of San Mateo  
County Manager's Office  
400 County Center, 1st Floor  
San Mateo, California 94063-1663

Ladies and Gentlemen:

Stifel, Nicolaus & Company, Incorporated (the "Underwriter"), hereby offers to enter into this Purchase Contract (the "Purchase Contract") with the San Mateo County Flood Control District (the "District") for the purchase by the Underwriter of the District's \$ \_\_\_\_\_ aggregate principal amount of 2015 Revenue Refunding Bonds (Colma Creek Flood Control Zone) (the "Bonds"). This offer is made subject to acceptance thereof by the District prior to 5:00 P.M., California time, on the date hereof, and upon such acceptance, as evidenced by the execution hereof by the authorized officers of the District in the space provided below, this Purchase Contract shall be in full force and effect in accordance with its terms and shall be binding upon the District and the Underwriter.

1. Purchase and Sale of Bonds. Upon the terms and conditions and upon the basis of the representations herein set forth, the Underwriter agrees to purchase from the District, and the District agrees to sell to the Underwriter, all (but not less than all) of the Bonds. The purchase price of the Bonds is \$ \_\_\_\_\_ (representing the par amount of the Bonds, [plus net original issue premium of \$ \_\_\_\_\_/less net original issue discount of \$ \_\_\_\_\_], and less an underwriting discount of \$ \_\_\_\_\_).

The Bonds will be issued pursuant to an Indenture, dated as of July 1, 2015 (the "Indenture"), between the District and [U.S. Bank National Association], as trustee (the "Trustee"). The Bonds shall mature and shall be subject to redemption on the dates and in the amounts and shall bear interest at the rates as set forth in the Indenture and the Official Statement (as hereinafter defined) and in Schedule I attached hereto. The Bonds shall be authorized to be issued by a resolution duly adopted by the District (the "Resolution") and by the Indenture, in accordance with the San Mateo County Flood Control District Act, California Statutes 1959, Chapter 2108, as amended, and Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code (collectively, for purposes of this Purchase Contract, the "Law"), and other applicable laws and the Constitution of the State of California (the "State"). The Bonds are being issued to refund, in full and on a current basis, the District's 1997 Certificates of Participation (Colma Creek Flood Control Zone) (the "1997 Certificates") and the District's 2004 Certificates of Participation (Colma Creek Flood Control Zone) (the "2004 Certificates and, together with the 1997 Certificates, the "Refunded Certificates").

The Underwriter agrees to make a bona fide public offering of the Bonds at the initial offering prices or yields set forth in the Official Statement; however, the Underwriter reserves the right to change such initial offering prices or yields as the Underwriter shall deem necessary following the initial public offering period in connection with the marketing of the Bonds. Terms defined in the Official Statement are used herein as so defined.

The District acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Purchase Contract is an arm's length, commercial transaction between the District and the Underwriter in which the Underwriter is acting solely as a principal and is not a municipal advisor (within the meaning of Section 15B of the Securities Exchange Act of 1934, as amended (the "1934 Act"), financial advisor or fiduciary to the District, (ii) the Underwriter has not assumed any advisory or fiduciary responsibility to the District with respect to this Purchase Contract, the offering of the Bonds and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter, or any affiliate of the Underwriter, has provided other services or is currently providing other services to the District on other matters), (iii) the only obligations the Underwriter has to the District with respect to the transactions contemplated hereby are set forth in this Purchase Contract, (iv) the Underwriter has financial and other interests that differ from those of the District, and (v) the District has consulted with its own legal, accounting, tax, financial and other advisors as applicable, to the extent it has deemed appropriate in connection with the transactions contemplated by this Purchase Contract.

2. Official Statement. The District hereby ratifies, approves and confirms the distribution of the Preliminary Official Statement of the District with respect to the Bonds, dated July \_\_, 2015 (together with the Appendices thereto, any documents incorporated therein by reference, and any supplements or amendments thereto, the "Preliminary Official Statement"), in connection with the public offering and sale of the Bonds by the Underwriter. The District shall deliver, or cause to be delivered, to the Underwriter within seven business days from the date hereof, two copies of the final Official Statement prepared in connection with the Bonds (together with the Appendices thereto, any documents incorporated therein by reference, and any supplements or amendments thereto on or prior to the Closing, the "Official Statement") to be dated as of the date hereof and to be in such form as shall be approved by the District and the Underwriter and such additional conformed copies thereof as the Underwriter may reasonably request in sufficient quantities to comply with applicable Municipal Securities Rulemaking Board ("MSRB") rules, to comply with Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time ("Rule 15c2-12") and to meet potential customers' requests for copies of the Official Statement. By acceptance of this Purchase Contract, the District hereby authorizes the use of copies of the Official Statement in connection with the public offering and sale of the Bonds.

3. Delivery of Bonds. At 10:00 a.m., California time, on July \_\_, 2015, or at such earlier or later time or date, as shall be agreed upon by the District and the Underwriter (such time and date herein referred to as the "Closing Date"), the District will deliver (i) through the facilities of The Depository Trust Company in New York, New York, the Bonds in definitive form (all Bonds being in book-entry form registered in the name of Cede & Co. and having the CUSIP numbers assigned to them printed thereon), duly executed by the officers of the District as provided in the Indenture, and (ii) to the Underwriter, at the law offices of Orrick, Herrington & Sutcliffe LLP, in San Francisco, California, or at such other place as shall be mutually agreed upon by the District and the Underwriter, the other documents mentioned in Section 7(c) below; and the Underwriter shall accept such delivery and pay the purchase price of the Bonds in

federal funds (such delivery and payment being herein referred to as the "Closing"). Notwithstanding the foregoing, the Underwriter may, in its discretion, accept delivery of the Bonds in temporary form upon making arrangements with the District which are satisfactory to the Underwriter relating to the delivery of the Bonds in definitive form.

4. Representations of the District. The District represents that:

(a) The District is a public body, corporate and politic, duly organized and existing, and authorized to transact business and exercise powers under and pursuant to the provisions of the Law and has, and at the date of the Closing will have, full legal right, power and authority (i) to enter into this Purchase Contract, (ii) to adopt the Resolution, (iii) to issue, sell and deliver the Bonds to the Underwriter as provided herein, and (iv) to carry out and to consummate the transactions on its part contemplated by the Resolution, the Indenture, the Continuing Disclosure Agreement for the Bonds (the "Continuing Disclosure Agreement") between the District and the Trustee, the Escrow Agreement relating to the prepayment and defeasance of the 1997 Certificates and the 2004 Certificates, dated as of July 1, 2015 (the "Escrow Agreement"), between the District and U.S. Bank National Association, as Trustee and Escrow Agent, this Purchase Contract and the Official Statement;

(b) The Preliminary Official Statement (except for the information included therein relating to DTC and the book-entry system and information relating to the [surety bond and the surety bond provider]), as of its date, was correct in all material respects and did not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading;

(c) The Official Statement (except for the information included therein relating to DTC and the book-entry system and information relating to the [surety bond and the surety bond provider]), as of its date, is correct in all material respects and does not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading;

(d) The District covenants with the Underwriter that prior to the earlier of (i) receipt of notice from the Underwriter that Official Statements are no longer required under Rule 15c2-12 or (ii) 25 days after the end of the underwriting period (defined below) (the "Delivery Period"), if an event occurs, of which the District has knowledge, 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 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, the District shall notify the Underwriter, and if, in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the District shall cooperate with the Underwriter in the preparation of an amendment or supplement to the Official Statement in a form and in a manner approved by the Underwriter, and all printing expenses thereby incurred shall be paid for by the District. The term "end of the underwriting period" means the later of (i) the date the District delivers the Bonds to the Underwriter or (ii) the date the Underwriter does not retain an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the end of the underwriting period shall be deemed to be the Closing Date;

(e) If the information contained in the Official Statement is amended or supplemented pursuant to the immediately preceding subparagraph, 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 end of the Delivery Period, the portions of the Official Statement so supplemented or amended (except for the information included therein relating to DTC and the book-entry system) will not contain any 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 light of the circumstances under which they were made, not misleading;

(f) Except as otherwise disclosed in the Official Statement, the District has complied, and will at the Closing be in compliance, in all respects, with the Law and any other applicable laws of the State;

(g) By official action of the District prior to or concurrently with the acceptance hereof, the District has duly authorized and approved the Preliminary Official Statement and the Official Statement, and has duly authorized and approved the execution and delivery of, and the performance by the District of the obligations on its part contained, in the Resolution, the Indenture, the Continuing Disclosure Agreement, the Escrow Agreement, the Bonds, and this Purchase Contract;

(h) The adoption of the Resolution and the execution and delivery of the Bonds, the Indenture, the Continuing Disclosure Agreement, the Escrow Agreement and this Purchase Contract, and compliance with the provisions of each thereof, will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, note, resolution, agreement or other instrument to which the District is a party or is otherwise subject; and, except as described in the Official Statement, the District has not entered into any contract or arrangement of any kind which might give rise to any lien or encumbrance on the revenues pledged pursuant to, or subject to the lien of, the Indenture;

(i) All approvals, consents and orders of any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to adoption of the Resolution, the execution and delivery by the District of this Purchase Contract, the Indenture, the Continuing Disclosure Agreement, the Escrow Agreement and the issuance, sale and delivery of the Bonds have been obtained or will be obtained prior to the Closing (provided the District shall not be responsible for state blue sky filings);

(j) The Bonds when issued, authenticated and delivered in accordance with the Resolution and the Indenture will be validly issued, and will be legal, valid and binding obligations of the District;

(k) The terms and provisions of the Resolution and the Indenture comply in all respects with the requirements of the Law, the Resolution has been duly adopted by the District, and the Indenture, this Purchase Contract, the Escrow Agreement and the Continuing Disclosure Agreement are valid, legal and binding upon the District enforceable in accordance with their respective terms subject to bankruptcy, moratorium or insolvency or other laws affecting creditors' rights generally and general rules of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity);

(l) 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, public board or body, pending

with respect to which the District has been served with process or, to the knowledge of the officer of the District executing this Purchase Contract or the general counsel of the District, after due investigation, threatened against the District, affecting the existence of the District or the titles of its members or officers, or seeking to enjoin the sale, issuance or delivery of the Bonds or the revenues of the District pledged or to be pledged to pay the principal of, redemption premium, if any, and interest on the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Bonds, the Resolution, the Indenture, the Continuing Disclosure Agreement, the Escrow Agreement or this Purchase Contract or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or contesting the power or authority of the District to issue the Bonds, to adopt the Resolution or to execute and deliver the Purchase Contract, the Escrow Agreement, the Indenture or the Continuing Disclosure Agreement nor is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Bonds, the Resolution, the Indenture, the Escrow Agreement, the Continuing Disclosure Agreement or this Purchase Contract;

(m) Any certificate signed by an authorized officer of the District and delivered to the Underwriter shall be deemed a representation and warranty of the District to the Underwriter as to the statements made therein;

(n) Each of the Bonds shall be secured in the manner and to the extent set forth in the Indenture;

(o) The District has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the District is an issuer whose arbitrage certificates may not be relied upon;

(p) At the time of the Closing, there shall not have been any material adverse change in the financial condition of the District or any material adverse change in the valuation of taxable property in the District, as described in the Official Statement, since the date of the Official Statement;

(q) Between the date of this Purchase Contract and the date of Closing, the District will not, without the prior written consent of the Underwriter, and except as disclosed in the Official Statement, offer or issue any bonds, notes or other obligations for borrowed money, or incur any material liabilities, direct or contingent, secured by the tax revenues pledged under the Indenture (the "Revenues");

(r) Except as described in the Official Statement, the District has not failed to comply in all material respects with any continuing disclosure undertakings by the District under Rule 15(c)2-12, and the District has made any and all remedial filings [and has established policies and procedures], as described in the Official Statement[, that the District believes will be sufficient to ensure timely future compliance with its continuing disclosure undertakings];

(s) There are no liens on the revenues pledged under the Indenture on a parity with or senior to the lien of the Indenture, except as described in the Official Statement; and

(t) As of the time of acceptance hereof and as of the date of the Closing, except as otherwise disclosed in the Official Statement, the District has complied with all material provisions of the Law.

5. Representations of the Underwriter. The Underwriter represents that it has full right, power, and authority to enter into this Purchase Contract.

6. Rule 15c2-12 Covenant. The District will undertake, pursuant to the Continuing Disclosure Agreement, to provide certain annual financial information and notices of the occurrence of certain events. A description of these undertakings is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement. The Continuing Disclosure Agreement is being entered into in order to assist the Underwriter in complying with paragraph (b)(5) of Rule 15c2-12. The District represents that, in the past five years, it has always filed its annual reports on a timely basis as required by its continuing disclosure undertakings and has complied with its undertakings to report on certain events, except as described in the Preliminary Official Statement and the Official Statement.

7. Conditions to Obligations of Underwriter. The Underwriter has entered into this Purchase Contract in reliance upon the representations, warranties and agreements of the District contained herein and upon the accuracy of the statements to be contained in the documents, opinions and instruments to be delivered at the Closing. Accordingly, the Underwriter's obligations under this Purchase Contract to purchase, accept delivery of, and pay for the Bonds on the Closing Date is subject to the performance by the District of its obligations hereunder at or prior to the Closing. The parties hereto expressly understand that the obligations to purchase the Bonds are and shall be subject to the following further conditions:

(a) At the time of the Closing, (i) the representations and warranties of the District contained herein shall be true and correct; (ii) each of the documents and certificates required to be delivered at Closing shall have been duly executed, acknowledged and delivered by the appropriate parties thereto, shall be in full force and effect and shall not have been amended, modified or supplemented, except as therein permitted or as may have been agreed to in writing by the Underwriter; and (iii) the Resolution shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter;

(b) The Underwriter shall have the right to cancel their obligations to purchase the Bonds if between the date hereof and the Closing:

(1) legislation shall have been enacted (or resolution passed) by or introduced or pending legislation amended in the Congress of the United States or the State or shall have been reported out of committee or be pending in committee (specifically including, but not limited to, legislation which if enacted would adversely affect the District's receipt of tax revenues), or a decision shall have been rendered by a court of the United States or the State or the Tax Court of the United States, or a ruling shall have been made or a resolution shall have been proposed or made or any other release or announcement shall have been made by the Treasury Department of the United States or the Internal Revenue Service, or other federal or State authority, with respect to federal or State taxation upon interest on obligations of the general character of the Bonds or with respect to the security pledged to pay debt service on the Bonds, that, in the Underwriter's reasonable judgment, materially adversely affects the market for the Bonds, or the market price generally of obligations of the general character of the Bonds;

(2) there shall exist any event that, in the Underwriter's reasonable judgment, either (A) makes untrue or incorrect in any material respect any statement or information

in the Official Statement or (B) is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein not misleading in any material respect;

(3) there shall have occurred any outbreak or escalation of hostilities or other local, national or international calamity or crisis, or a default with respect to the debt obligations of, or the institution of proceedings under the federal bankruptcy laws by or against, any state of the United States or agency thereof, or any city in the United States having a population of over one million, the effect of which on the financial markets of the United States will be such as in the Underwriter's reasonable judgment, makes it impracticable for the Underwriter to market the Bonds or enforce contracts for the sale of the Bonds;

(4) there shall be in force a general suspension of trading on the New York Stock Exchange, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on the New York Stock Exchange, whether by virtue of determination by that Exchange or by order of the Securities and Exchange Commission of the United States or any other governmental authority having jurisdiction that, in the Underwriter's reasonable judgment, makes it impracticable for the Underwriter to market the Bonds or enforce contracts for the sale of the Bonds;

(5) a general banking moratorium shall have been declared by federal, New York or State authorities having jurisdiction and be in force that, in the Underwriter's reasonable judgment, makes it impracticable for the Underwriter to market the Bonds or enforce contracts for the sale of the Bonds;

(6) legislation shall be enacted or be proposed or actively considered for enactment, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission of the United States or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that the Bonds, any obligations of the general character of the Bonds or the Resolution or the Indenture are not exempt from the registration, qualification or other requirements of the Securities Act of 1933, as amended and as then in effect, or of the Trust Indenture Act of 1939, as amended and as then in effect, or otherwise are or would be in violation of any provision of the federal securities laws;

(7) the New York Stock Exchange or other national securities exchange, or any governmental authority, shall impose any material restrictions not now in force with respect to the Bonds or obligations of the general character of the Bonds or securities generally, or materially increase any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, underwriters;

(8) any rating or credit outlook of the Bonds or other obligations of the District by a national rating agency shall have been withdrawn or downgraded; or

(9) there shall have been any materially adverse change in the affairs of the District which in the Underwriter's reasonable judgment materially adversely affects the market for the Bonds.

(c) At or prior to the Closing the Underwriter shall receive the following:

(1) The approving opinion of Orrick, Herrington & Sutcliffe LLP ("Bond Counsel") with respect to the Bonds, addressed to the District, with a reliance letter to the Underwriter, dated the date of the Closing, in substantially the form attached to the Official Statement as APPENDIX D;

(2) A supplemental opinion or opinions of Bond Counsel with respect to the Bonds, addressed to the Underwriter, dated the date of Closing, in substantially the form attached hereto as Exhibit A;

(3) The opinion of counsel to the District with respect to the Bonds, addressed to the Underwriter and the District, dated the date of Closing, in substantially the form attached hereto as Exhibit B;

(4) A certificate dated the date of the Closing, signed by an authorized representative of the District to the effect that: (i) the representations, warranties and covenants of the District contained herein are true and correct in all material respects on and as of the date of Closing with the same effect as if made on the date of Closing; (ii) the District has complied with all the agreements and satisfied all of the conditions on its part to be performed or satisfied under this Purchase Contract, the Resolution and the Indenture, at or prior to Closing; (iii) no event has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the Closing Date any statement of information contained in the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein not misleading in any material respect; (iv) the Resolution is in full force and effect and has not been amended in any respect; and (v) no consent is required for the inclusion of the District's Annual Financial Report, including the accompanying accountant's letter, for Fiscal Year ending June 30, 2014, in the Official Statement;

(5) The negative assurance letter, dated the date of the Closing and addressed to the District and the Underwriter, of Sidley Austin LLP, as Disclosure Counsel to the District, to the effect that, based upon their participation in the preparation of the Official Statement as Disclosure Counsel to the District and without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained or referred to in the Official Statement, no facts came to the attention of such counsel that caused such counsel to believe that the Official Statement, as of its date and as of the Closing Date (except for the financial statements, any other reports, and the other financial, statistical and economic data and forecasts, and related numbers, charts, estimates, projections, assumptions and expressions of opinion included therein and the information included therein relating to The Depository Trust Company and the book-entry system and [the surety bond and the surety bond provider] (as such terms are defined in the Official Statement), and in the Appendices thereto as to all of which no opinion or belief need be expressed) contained or contains any untrue statement of a material fact or omitted or omits to state any material fact required to be stated therein necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;



(6) A certificate of the Trustee dated the date of the Closing and addressed to the District and the Underwriter, to the effect that: (i) the Trustee is a national banking association organized and existing under and by virtue of the laws of the United States of America, having full power and being qualified and duly authorized to perform the duties and obligation of the Trustee under and pursuant to the Indenture; (ii) the Trustee has agreed to perform the duties and obligations of the Trustee as set forth in the Indenture; (iii) compliance with the provisions on the Trustee's part contained in the Indenture will not conflict with or constitute a breach of or default under any judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Trustee is a party or is otherwise subject, or, to the best knowledge of the Trustee, any material law or administrative regulation to which the Trustee is subject, as a result of which the Trustee's ability to perform its obligations under the Indenture would be impaired; and (iv) the Trustee has not been served in any action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending nor, to the best of the knowledge of the Trustee, is any such action, suit, proceeding, inquiry or investigation threatened against the Trustee, affecting the existence of the Trustee, or the titles of its officers to their respective offices or seeking to prohibit, restrain or enjoin the issuance, sale and delivery of the Bonds or the collection of revenues pledged or to be pledged to pay the principal of, premium, if any, and interest on the Bonds, or the pledge thereof, or in any way contesting the powers of the Trustee or its authority to perform its obligations under the Indenture, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Indenture;

(7) A certificate of the Escrow Agent dated the date of the Closing and addressed to the District, the Authority and the Underwriter, to the effect that: (i) the Escrow Agent is a national banking association organized and existing under and by virtue of the laws of the United States of America, having full power and being qualified and duly authorized to perform the duties and obligation of the Escrow Agent under and pursuant to the Escrow Agreement; (ii) the Escrow Agent has agreed to perform the duties and obligations of the Escrow Agent as set forth in the Escrow Agreement; (iii) compliance with the provisions on the Escrow Agent's part contained in the Escrow Agreement will not conflict with or constitute a breach of or default under any judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Escrow Agent is a party or is otherwise subject, or, to the best knowledge of the Escrow Agent, any material law or administrative regulation to which the Escrow Agent is subject, as a result of which the Escrow Agent's ability to perform its obligations under the Escrow Agreement would be impaired; and (iv) the Escrow Agent has not been served in any action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending nor, to the best of the knowledge of the Escrow Agent, is any such action, suit, proceeding, inquiry or investigation threatened against the Escrow Agent, affecting the existence of the Escrow Agent, or the titles of its officers to their respective offices or in any way contesting the powers of the Escrow Agent or its authority to perform its obligations under the Escrow Agreement, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Escrow Agreement;

(8) A copy of this Purchase Contract duly executed and delivered by the parties hereto;

(9) A copy of the Official Statement, executed on behalf of the District by an authorized officer of the District;

(10) A copy of the Indenture, the Escrow Agreement and the Continuing Disclosure Agreement, each duly executed and delivered by the parties thereto;

(11) A certified copy of the Resolution;

(12) The opinion of counsel to the Trustee and the Escrow Agent, in form and substance acceptable to the Underwriter;

(13) An executed copy of the Tax Certificate in form and substance acceptable to Bond Counsel;

(14) Evidence that Standard & Poor's Financial Services, LLC has issued and not withdrawn its rating of "\_\_\_" on the Bonds, and the documents delivered on the Closing shall satisfy any conditions or assumptions related to such ratings, and no action shall have been taken or threatened with a view to the suspension, downgrade or withdrawal of such ratings as of the Closing;

[(15) A Verification Report from \_\_\_\_\_ with respect to the sufficiency of the amounts deposited under the Escrow Agreement to refund, in full, the Refunded Certificates, in a form acceptable to Bond Counsel and the Underwriter;]

(16) The opinion of counsel to the Trustee, in form and substance acceptable to the Underwriter;

(17) The opinion of Bond Counsel, addressed to the Underwriter, regarding the legal defeasance of the Prior Obligations;

(18) An opinion of Jones Hall, A Professional Law Corporation, Underwriter's Counsel, dated the date of Closing and addressed to the Underwriter, in form and substance satisfactory to the Underwriter;

(19) A copy of the Notice of Sale required to be delivered to the California Debt and Investment Advisory Commission pursuant to Section 53583 of the Government Code and Section 8855 of the Government Code;

(20) The [reserve fund surety bond] described in the Official Statement, together with such other certifications and opinions of the provider thereof as may be reasonably requested by the Underwriter; and

(21) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter or Bond Counsel may reasonably request to evidence compliance by the District with this Purchase Contract, legal requirements (including tax exemption), and the performance or satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District. The District will furnish the Underwriter with such conformed copies of such opinions, certificates, letters and documents as the Underwriter may reasonably request. If the District shall be unable to satisfy the conditions to the obligations of the Underwriter contained in this Purchase Contract, or if the obligations of

the Underwriter shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Underwriter nor the District shall have any further obligations hereunder, except as provided in Section 8 hereof. However, the Underwriter may in its discretion waive one or more of the conditions imposed by this Purchase Contract for the protection of the Underwriter and proceed with the Closing.

8. Expenses. The Underwriter shall be under no obligation to pay, and the District shall pay from its available funds or from the proceeds of the Bonds, the following expenses: (i) all expenses in connection with the preparation, distribution and delivery of the Preliminary Official Statement, the Official Statement, and any amendment or supplement thereto, and this Purchase Contract; (ii) all expenses in connection with the printing, issuance and delivery of the Bonds; (iii) the fees and disbursements of Bond Counsel and Disclosure Counsel; (iv) the fees and disbursements of counsel and consultants, including pricing and redevelopment advisors, to the District in connection with the Bonds; (v) the disbursements of the District in connection with the Bonds; (vi) the fees and disbursements of the Trustee, including but not limited to, fees and disbursements of its counsel, travel and other expenses; (vii) any and all fees incurred in connection with obtaining a rating on the Bonds or in obtaining any form of credit enhancement or bond insurance; and (viii) all expenses in connection with the preparation, execution and delivery of the Indenture, the Escrow Agreement and the Bonds and the preparation and adoption of the Resolution.

9. Qualification under Securities Laws. The District agrees to cooperate with the Underwriter in any endeavor to qualify the Bonds for offering and sale under the securities or "blue sky" laws of such jurisdictions of the United States as the Underwriter may request; provided that the District shall not be required to qualify in, or submit to the general jurisdiction of, any state in which it is not now so qualified or of which it has not submitted to the general jurisdiction. The District consents to the use of the Preliminary Official Statement and Official Statement by the Underwriter in obtaining such qualifications.

10. Notice. Any notice or other communication to be given to the District or the Underwriter under this Purchase Contract may be given by delivering the same in writing to:

San Mateo County Flood Control District  
c/o County of San Mateo  
County Manager's Office  
400 County Center, 1st Floor  
San Mateo, California 94063-1663  
Attention: Jim Saco

Stifel, Nicolaus & Company, Incorporated  
One Montgomery Street, Suite 3700  
San Francisco California 94104  
Attention: Paul Rosenstiel

11. Governing Law; Counterparts. This Purchase Contract shall be governed by the laws of the State applicable to contracts made and performed in the State. This Purchase Contract may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

12      Parties in Interest. This Purchase Contract is made solely for the benefit of the signatories hereto (including the respective successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. All representations, warranties and agreements in this Purchase Contract shall remain operative and in full force and effect, regardless of (a) delivery of and payment for any of the Bonds and (b) any termination of this Purchase Contract.

13. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

**STIFEL, NICOLAUS & COMPANY,  
INCORPORATED**

By: \_\_\_\_\_  
Authorized Representative

**SAN MATEO COUNTY FLOOD CONTROL  
DISTRICT**

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

Date of Execution: \_\_\_\_\_, 2015

Time of Execution: \_\_\_\_\_

## SCHEDULE I

\$ \_\_\_\_\_  
**SAN MATEO COUNTY FLOOD CONTROL DISTRICT  
2015 REVENUE REFUNDING BONDS  
(COLMA CREEK FLOOD CONTROL ZONE)**

<u>Maturity Date</u> <u>(August 1)</u>	<u>Original Par</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Price</u>
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<sup>c</sup> \_\_\_\_\_  
Priced to the optional redemption date on August 1, 202\_ at [par].

EXHIBIT A

FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL

Stifel Nicolaus & Co., Inc.  
San Francisco, California

Re: San Mateo County Flood Control District  
2015 Revenue Refunding Bonds  
(Colma Creek Flood Control Zone)  
(Supplemental Opinion)

Ladies and Gentlemen:

This letter is addressed to you, as Underwriter, pursuant to Section 7(c)(2) of the Purchase Contract, dated \_\_\_\_\_, 2015 (the "Purchase Contract"), between you and the San Mateo County Flood Control District (the "District"), providing for the purchase of \$\_\_\_\_\_ principal amount of San Mateo County Flood Control District 2015 Revenue Refunding Bonds (Colma Creek Flood Control Zone) (the "Bonds"). The Bonds are being issued pursuant to an Indenture, dated as of [July 1, 2015] (the "Indenture"), between the District and U.S. Bank National Association, as trustee (the "Trustee"). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Indenture or, if not defined in the Indenture, in the Purchase Contract.

We have delivered our final legal opinion (the "Bond Opinion") as bond counsel to the District concerning the validity of the Bonds and certain other matters, dated the date hereof and addressed to the District. You may rely on such opinion as though the same were addressed to you.

In connection with our role as bond counsel to the District, we have reviewed the Purchase Contract, the Indenture, the Tax Certificate, opinions of counsel to the District and the Trustee, certificates of the District, the Trustee and others, and such other documents, opinions and matters to the extent we deemed necessary to provide the opinions set forth herein.

The opinions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions are taken or omitted or events do occur or any other matters come to our attention after the date hereof. We have assumed the genuineness of all documents and signatures presented to us (whether as originals or as copies) and the due and legal execution and delivery thereof by, and validity against, any parties other than the District. We have assumed, without undertaking to verify, the accuracy of the factual matters represented, warranted or certified in the documents, and of the legal conclusions contained in the opinions, referred to in the third paragraph hereof. We have further assumed compliance with all covenants and agreements contained in such documents. In addition, we call attention to the fact that the rights and obligations under the Bonds, the Indenture, the Tax Certificate and the Purchase Contract and their enforceability may be subject to bankruptcy, insolvency, reorganization, receivership, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles, to the exercise

of judicial discretion in appropriate cases and to the limitations on legal remedies against public entities in the State of California. We express no opinion with respect to any indemnification, contribution, liquidated damages, penalty (including any remedy deemed to constitute a penalty), right of set-off, arbitration, judicial reference, choice of law, choice of forum, choice of venue, non-exclusivity of remedies, waiver or severability provisions contained in the foregoing documents, nor do we express any opinions with respect to the state or quality of title to or interest in any assets described in or as subject to the lien of the Indenture or the accuracy or sufficiency of the description contained therein of, or the remedies available to enforce liens on, any such assets. Finally, we undertake no responsibility for the accuracy, except as expressly set forth in numbered paragraph 3 below, completeness or fairness of the Official Statement dated \_\_\_\_\_, 2015 (the "Official Statement") or other offering material relating to the Bonds and express no opinion relating thereto.

Based on and subject to the foregoing, and in reliance thereon, as of the date hereof, we are of the following opinions:

1. The Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended. No opinion is expressed with respect to the Surety Bond.

2. The Purchase Contract has been duly executed and delivered by, and is a valid and binding agreement of, the District.

3. The statements contained in the Official Statement under the captions "THE SERIES 2015 BONDS," "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS," "TAX MATTERS," "APPENDIX C -- SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE" and "APPENDIX D -- PROPOSED FORM OF OPINION OF BOND COUNSEL," insofar as such statements expressly summarize certain provisions of the Indenture, and the form and content of our Bond Opinion, are accurate in all material respects.

This letter is furnished by us as bond counsel to the District. No attorney-client relationship has existed or exists between our firm and you in connection with the Bonds or by virtue of this letter. We disclaim any obligation to update this letter. This letter is delivered to you as Underwriter of the Bonds, is solely for your benefit as such Underwriter and is not to be used, circulated, quoted or otherwise referred to or relied upon for any other purpose or by any other person. This letter is not intended to, and may not, be relied upon by owners of the Bonds or by any other party to whom it is not specifically addressed.

Very truly yours,

ORRICK, HERRINGTON & SUTCLIFFE LLP



EXHIBIT B

FORM OF OPINION OF COUNSEL TO THE DISTRICT

[Closing Date]

\$ \_\_\_\_\_  
**SAN MATEO COUNTY FLOOD CONTROL DISTRICT**  
**2015 REVENUE REFUNDING BONDS**  
**(COLMA CREEK FLOOD CONTROL ZONE)**

Ladies and Gentlemen:

This letter is addressed to you pursuant to paragraph 7(c)(3) of the Purchase Contract, dated July \_\_, 2015 (the "Purchase Contract"), between the San Mateo Flood Control District (the "District") and Stifel, Nicolaus & Company, Incorporated (the "Underwriter"), providing for the purchase by the Underwriter from the District of \$ \_\_\_\_\_ aggregate principal amount of the District's 2015 Revenue Refunding Bonds (Colma Creek Flood Control Zone) (the "Bonds"). The Bonds are being issued pursuant to the provisions of the San Mateo County Flood Control District Act, California Statutes 1959, Chapter 2108, as amended, and Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code (collectively, for purposes of this Purchase Contract, the "Law"), and an Indenture, dated as of July 1, 2015 (the "Indenture"), between the District and [U.S. Bank National Association], as trustee (the "Trustee"). All capitalized terms used in this letter and not otherwise defined shall have the meaning ascribed to them in the Purchase Contract.

I have acted as general counsel to the District in connection with its issuance of the Bonds. In such connection, I have reviewed (a) the resolution adopted by the District (the "District Resolution"), authorizing the execution and delivery of the Financing Documents (as hereinafter defined) and approving the Official Statement, (b) certificates of the District and others as to certain factual matters, and (c) such other documents and matters to the extent I deemed necessary to render the opinions set forth herein.

The opinions expressed herein are based on an analysis of existing laws, regulations, rulings, and court decisions. Such opinions may be affected by actions taken or omitted or events occurring after the date of this letter. I have not undertaken to determine the legal consequences of any such actions, omissions or events occurring after the date of this letter. With the delivery of this letter, my engagement with respect to the Bonds has concluded, and I disclaim any obligation to update this letter. Except for the genuineness of signatures of persons representing the District (which I affirmatively believe to be genuine), I have assumed, without undertaking to verify independently, the genuineness of all documents and signatures presented to me (whether as originals or as copies) and the due and legal execution and delivery thereof by, and validity against, all parties thereto other than the District. I have assumed, without undertaking to verify independently, the accuracy of the factual matters represented, warranted or certified in the documents referred to in the first paragraph of this letter. I express no opinion as to the tax status of interest payable on the Bonds. I also undertake no responsibility of any kind for the Official Statement or other offering material relating to the Bonds and express no opinion relating thereto except as expressly set forth in numbered paragraph (vi) below.

Based on and subject to the foregoing, and in reliance thereon, as of the date of this letter, I am of the following opinions:

(i) The District is a public body corporate and politic duly organized and validly existing under the laws of the State, including but not limited to the Law.

(ii) The Indenture, the Purchase Contract, the Escrow Agreement and the Continuing Disclosure Agreement (the "Financing Documents") have been duly authorized, executed and delivered by the District and constitute the valid, legal and binding agreements of the District 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 and by the application of equitable principles if equitable remedies are sought.

(iii) The District Resolution has been duly adopted, is in full force and effect and has not been modified, amended or rescinded.

(iv) The execution and delivery of the Financing Documents and compliance with the provisions of the Resolution and the Financing Documents, under the circumstances contemplated thereby, (a) to the best of my knowledge based on inquiry deemed sufficient by me for the purpose of this opinion, do not and will not in any material respect conflict with or constitute on the part of the District a breach of or default under any agreement or other instrument to which the District is a party or by which it is bound, and (b) do not and will not in any material respect constitute on the part of the District a violation, breach of or default under any existing law, regulation, court order or consent decree to which the District is subject.

(v) Except as otherwise disclosed in the Official Statement and to the best of my knowledge after due inquiry, there is no litigation, proceeding, action, suit, or investigation at law or in equity before or by any court, governmental agency or body, pending or threatened against the District, challenging the creation, organization or existence of the District or the validity of the Financing Documents or seeking to restrain or enjoin the repayment of the Bonds or in any way contesting or affecting the validity of the Financing Documents or contesting the authority of the District to enter into or perform its obligations under any of the Financing Documents, or which, in any manner, questions the right of the District to use the Revenues for repayment of the Bonds, or affecting in any manner the right or ability of the District to collect or pledge the Revenues pursuant to the Indenture.

(vi) The preparation and distribution of the Official Statement has been duly authorized by the District.

Very truly yours,