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**SAN MATEO COUNTY JOINT POWERS FINANCING AUTHORITY**  
**Refunding Lease Revenue Bonds**  
**(Youth Services Campus)**  
**2016 Series A**

**BOND PURCHASE CONTRACT**

January \_\_, 2016

San Mateo County Joint Powers Financing Authority  
Hall of Justice and Records  
400 County Center, First Floor  
Redwood City, California 94063

County of San Mateo  
Hall of Justice and Records  
400 County Center, First Floor  
Redwood City, California 94063

Ladies and Gentlemen:

Raymond James & Associates, Inc. as representative (the “*Representative*” on behalf of itself and on behalf of Citigroup Global Markets, Inc. together, the “*Underwriters*”), offer to enter into this Bond Purchase Contract (the “*Purchase Contract*”) with the San Mateo County Joint Powers Financing Authority (the “*Authority*”) and the County of San Mateo (the “*County*”) on the basis of the representations, warranties, and covenants contained in this Purchase Contract and upon the terms and conditions contained herein, for the purchase by the Underwriters from the Authority of \$\_\_\_\_,\_\_\_\_,000 principal amount of San Mateo County Joint Powers Financing Authority Refunding Lease Revenue Bonds (Youth Services Campus), 2016 Series A (the “*2016 Bonds*”), which upon acceptance, will be binding upon the Authority, the County and the Underwriter. This offer is made subject to the acceptance by the Authority and the County on or before 11:59 p.m., California time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Representative upon written notice delivered to the Authority and the County at any time prior to such acceptance. If the Representative withdraws this offer, or the obligation of the Underwriters to purchase the 2016 Bonds is otherwise terminated pursuant to Section 10, then and in each case, the Authority and the County shall have no further obligation to the Underwriters, including the payment of any costs set forth under Section 13(a).

Capitalized terms used in this Purchase Contract and not otherwise defined herein shall have the meanings given to such terms as set forth in the Trust Agreement, dated as of [January 1, 2016] (the “*Trust Agreement*”), by and between the Authority and U.S. Bank National Association, as trustee (the “*Trustee*”).

**Section 1. Purchase and Sale.** Upon the terms and conditions and upon the basis of the representations set forth in this Purchase Contract, the Underwriters agree to purchase from the Authority, and the Authority agrees to sell and deliver to the Underwriters, all (but not less than all) of the \$\_\_\_\_\_,000 principal amount of the 2016 Bonds. The 2016 Bonds shall be dated their date of delivery, shall have the maturities and bear interest at the rates per annum and have the yields all as set forth on Schedule I attached hereto. The 2016 Bonds shall be issued in fully registered form, in authorized denominations of \$5,000 or any integral multiple thereof and bear interest payable from the date thereof on each [June 15 and December 15], commencing [December 15, 2016].

The purchase price for the 2016 Bonds shall be \$\_\_\_\_\_ which is equal to the principal amount of the 2016 Bonds, plus a net original issue premium in the amount of \$\_\_\_\_\_, and less an Underwriters' discount in the amount of \$\_\_\_\_\_.

**Section 2. Underwriters Not Acting as Agent, Advisor or Fiduciary.** The purchase and sale of the 2016 Bonds to the Underwriters represents a negotiated transaction, and the Authority and the County each acknowledge and agree that: (i) the transaction contemplated by this Purchase Contract is an arm's length, commercial transaction between the Authority and the Underwriters in which the Underwriters are acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Authority; (ii) the Underwriters have not assumed any advisory or fiduciary responsibility to the Authority with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters have provided other services or is currently providing other services to the Authority on other matters); (iii) each Underwriter is acting solely in its capacity as an underwriter for its own account, (iv) the only obligations each Underwriter has to the Authority and the County with respect to the transactions contemplated hereby expressly are set forth in this Purchase Contract; and (v) the Authority and the County have each consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent they have deemed appropriate.

**Section 3. Authority of the Representative to act on behalf of the Underwriters with respect to this Purchase Contract.** The Representative hereby represents, warrants, and covenants to the Authority and the County that (a) they it is duly authorized to execute this Purchase Contract on behalf of the Underwriters and to take all actions required or permitted to be taken hereunder by or on behalf of the Underwriters, (b) any authority, discretion, or other power conferred upon the Underwriters by this Purchase Contract may be exercised by the Representative acting without the other Underwriters, and (c) the Representative shall promptly notify the Authority and the County of the date when all of the 2016 Bonds have been sold in the manner described herein.

**Section 4. The 2016 Bonds.** The 2016 Bonds are being issued pursuant to the terms of and shall be substantially in the form described in the Trust Agreement. The proceeds of the 2016 Bonds, together with other available funds, will be used by the Authority to: (i) refund the Authority's Outstanding Lease Revenue Bonds (Youth Services Campus), 2008 Series A (the "*Refunded Bonds*") and (ii) to pay costs associated with the issuance of the 2016 Bonds and other costs relating to the refunding of the Refunded Bonds.

A portion of the proceeds of the 2016 Bonds will be deposited into an escrow fund established pursuant to an Escrow Agreement, dated as \_\_\_\_\_ 1, 2016 (the "*Escrow Agreement*") by and between the Authority and U.S. Bank National Association, as Trustee and Escrow Agent (the "*Escrow Agent*") to refund the Refunded Bonds.

The 2016 Bonds are limited obligations of the Authority payable solely from, "Revenues" of the Authority, consisting primarily of Base Rental Payments to be received by the Authority from the County under a Facility Lease, dated as of [January 1, 2016] (the "*Facility Lease*"), by and between the Authority

and the County, for the right to use and possession of the real property and facilities comprising the youth services campus (collectively, the “*Facilities*”). Pursuant to a Site Lease, dated as of [January 1, 2016] (the “*Site Lease*”), between the County and the Authority, the County has leased to the Authority the real property upon which the Facilities are located.

**Section 5. Delivery of the Official Statement and Other Documents.**

(a) The Authority delivered to the Underwriters a Preliminary Official Statement dated January \_\_, 2016 including the cover page, inside cover page and appendices thereto, in electronic form related to the 2016 Bonds (the “*Preliminary Official Statement*”) as it may be amended, which as of its date the Authority deemed final for purposes of Rule 15c2-12, as amended (“*Rule 15c2-12*”), except certain information permitted to be omitted therefrom by Rule 15c2-12. The Authority has delivered a certificate with respect to the Preliminary Official Statement substantially in the forms attached hereto as Exhibit A-1, executed by the Authority. By acceptance of this offer, the Authority hereby ratifies the use and distribution of the Preliminary Official Statement by the Underwriters and the Authority will deliver to the Underwriters as promptly as possible, but in no event later than seven (7) business days after the Authority has accepted this Purchase Contract, such number of copies of the final Official Statement relating to the 2016 Bonds dated the date hereof, as it may be amended and supplemented from time to time pursuant to Section 7(f) (the “*Official Statement*”), as the Underwriters may reasonably request in order for the Underwriters to comply with the rules of the Municipal Securities Rulemaking Board (the “*MSRB*”) and Rule 15c2-12.

(b) Prior to the date hereof, the Authority authorized the Underwriters to use, in connection with the public offer and sale of the 2016 Bonds, the Trust Agreement, the Escrow Agreement, this Purchase Contract, the Preliminary Official Statement and the Official Statement and all information contained therein and herein and all of the documents, certificates or statements furnished by the Authority to the Underwriters in connection with the transactions contemplated by this Purchase Contract.

(c) Each Underwriter hereby agrees that it will not send any confirmation requesting payment for the purchase of any 2016 Bonds unless the confirmation is accompanied by or preceded by the delivery of a copy of the Official Statement. Each Underwriter agrees that from the time the Official Statement becomes available until the earlier of: (i) 90 days from the “*end of the underwriting period*,” as defined in Rule 15c2-12, or (ii) the time when the Official Statement is available to any person from the MSRB through its Electronic Municipal Market Access site (“*EMMA*”), but in no case less than 25 days following the “*end of the underwriting period*” (as defined below), such Underwriter shall send, no later than the next business day following a request for a copy thereof, by first class mail or other equally prompt means, to any Potential Customer, as defined in Rule 15c2-12, on request, a single copy of the Official Statement. The Representative agrees to: (A) provide the Authority with final pricing information on the 2016 Bonds, (B) promptly file a copy of the Official Statement, including any supplements prepared by the Authority, with EMMA, (C) promptly notify the Authority of the end of the underwriting period, and (D) take any and all other actions necessary to comply with applicable Securities and Exchange Commission rules and MSRB rules governing the offering, sale and delivery of the 2016 Bonds to ultimate purchasers.

**Section 6. Public Offering of the 2016 Bonds.** It shall be a condition to the obligation of the Underwriters to purchase, accept delivery of, and pay for the 2016 Bonds that the entire \$\_\_\_\_,\_\_\_\_,000 principal amount of the 2016 Bonds authorized by the Trust Agreement shall be sold and delivered by the Authority to the Representative on the Closing Date (defined below). The Underwriters agree to make a bona fide public offering of all the 2016 Bonds at the initial public offering prices or yields as set forth in Schedule 1 hereto, however, the 2016 Bonds may be offered and sold to certain dealers (including dealers depositing the 2016 Bonds into investment trusts) at prices lower than such initial public offering prices

or yields. Each Underwriter reserves the right to make concessions to dealers and to change such initial public offering prices or yields as such Underwriter reasonably deems necessary in connection with the marketing of the 2016 Bonds. Each Underwriter also reserves the right to: (i) over-allot or effect transactions that stabilize or maintain the market price of the 2016 Bonds at a level above that which might otherwise prevail in the open market and (ii) discontinue such stabilizing, if commenced, at any time. Following the initial public offering of the 2016 Bonds, the offering prices may be changed from time to time by the Underwriters.

**Section 7. Representations, Warranties and Agreements of the Authority.** The Authority represents and warrants to the Underwriters that:

(a) By Resolution No. \_\_\_\_\_ (the “*Authority Resolution*”) adopted by a majority of the members of the Authority at a meeting duly called, noticed and conducted, at which a quorum was present and acting throughout, on \_\_\_\_\_, 2015, the Authority has taken action necessary to be taken by it for the execution and issuance of the 2016 Bonds, and the execution, delivery and due performance of the Trust Agreement, the Site Lease, the Facility Lease, the Escrow Agreement, the Official Statement, and this Purchase Contract (collectively, the “*Authority Agreements*”) and the taking of any and all actions as may be required on the part of the Authority to carry out, give effect to and consummate the transactions contemplated hereby has been taken, and the Authority Resolution has not been modified or amended and is in full force and effect;

(b) The Authority is a joint exercise of powers authority established pursuant to a Joint Exercise of Powers Agreement, dated May 15, 1993 (the “*Joint Powers Agreement*”) between the County and the Community Development Commission for the County of San Mateo, and has all necessary power and authority to adopt the Authority Resolution, to issue the 2016 Bonds and to enter into and perform its duties under the Authority Agreements and, when executed and delivered by the respective parties thereto, the Authority Agreements will each constitute a legal, valid and binding obligation of the Authority enforceable in accordance with its respective terms;

(c) This Purchase Contract constitutes, and upon their issuance and delivery, the 2016 Bonds, and upon execution, the Authority Agreements, will constitute, legal, valid and binding obligations of the Authority enforceable in accordance with their terms, except as enforceability may be limited by bankruptcy, insolvency, moratorium or creditors’ rights generally; and the execution and delivery of the 2016 Bonds and the Authority Agreements, and compliance with the provisions of each thereof will not conflict with or constitute a breach of or a default under any applicable law or administrative regulation of the State of California or the United States, or any applicable judgment, decree, agreement or other instrument to which the Authority is a party or is otherwise subject;

(d) At the time of the Authority’s acceptance hereof and at all times subsequent thereto up to and including the time of Closing, the Official Statement does not and 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 the light of the circumstances under which they were made, not misleading;

(e) To the best knowledge of the Authority as of the date hereof, there is no action, suit, proceeding or investigation before or by any court, public board or body pending or threatened, wherein an unfavorable decision, ruling or finding would: (i) affect the creation, organization, existence or powers of the Authority, or the titles of its members or officers, (ii) enjoin or restrain the issuance, sale and delivery of the 2016 Bonds, (iii) in any way question or affect any of the rights, powers, duties or obligations of the Authority with respect to the monies to pay the principal of, premium, if any, or interest on the 2016 Bonds, (iv) in any way question or affect any authority for the issuance of the 2016 Bonds, or

the validity or enforceability of the 2016 Bonds, or the Authority Agreements, (v) in any way question or affect, the Authority Agreements or the transactions contemplated by this Purchase Contract, the Official Statement, the documents referred to in the Official Statement, or any other agreement or instrument to which the Authority is a party relating to the issuance of the 2016 Bonds; or (vi) contesting the exclusion of interest with respect to the 2016 Bonds from gross income for federal income tax purposes; nor is there any basis for any such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity of the 2016 Bonds or the Authority Agreements, or the authorization, execution, delivery or performance by the Authority under the 2016 Bonds or , the Authority Agreements;

(f) If, between the date hereof and the date which is 25 days after the “*end of the underwriting period*” (as defined in Section 7(h)), any event occurs, or facts or conditions become known of which the Authority has knowledge and which in the reasonable opinion of Orrick, Herrington & Sutcliffe LLP, San Francisco, California (“*Bond Counsel*”), Schiff Hardin LLP, San Francisco, California (“*Underwriters’ Counsel*”), or County Counsel, 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 such information therein, in the light of the circumstances under which it was presented, not misleading in any material respect, the Authority will notify the Representative, and, if in the opinion of the Representative, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Authority will forthwith prepare and furnish to the Underwriters (at the expense of the Authority) a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Representative) which 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 in any material respect. If such notification shall occur subsequent to the Closing, the Authority shall forthwith provide to the Underwriters such certificates as the Underwriters may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement. For the purposes of this subsection, between the date hereof and the date which is 25 days after the end of the underwriting period for the 2016 Bonds, the Authority will furnish such information with respect to itself as the Underwriters may from time to time reasonably request;

(g) If the information contained in the Official Statement is amended or supplemented pursuant to Section 7(f), at the time of such supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such subsection) at all times subsequent thereto up to and including the date which is 25 days after the “*end of the underwriting period*,” as defined in Section 7(h) for the 2016 Bonds, the portions of the Official Statement so supplemented or amended (including any financial and statistical data contained therein), excluding statements and information under the captions “THE COUNTY OF SAN MATEO,” “COUNTY FINANCIAL INFORMATION,” “TAX MATTERS,” “LEGAL MATTERS,” “RATINGS,” “UNDERWRITING,” and contained in APPENDIX C–“AUDITED COMBINED FINANCIAL STATEMENTS OF THE COUNTY FOR FISCAL YEAR 2013-2014,” APPENDIX E–“PROPOSED FORM OF OPINION OF BOND COUNSEL” and APPENDIX B–“BOOK-ENTRY SYSTEM,” and information as to prices and interest rates on the inside cover of the Official Statement, 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 such information therein, in the light of the circumstances under which it was made, not misleading in any material respect;

(h) As used herein and for the purposes of the foregoing, the term “*end of underwriting period*” for the 2016 Bonds shall mean the earlier of (i) the Closing Date unless the Authority shall have been notified in writing to the contrary by the Representative on or prior to the Closing Date or (ii) the

date on which the end of the underwriting period for the 2016 Bonds has occurred under Rule 15c2-12, provided, however, that the Authority may treat as the end of the underwriting period for the 2016 Bonds the date specified as such in a notice from the Representative stating the date which is the end of the underwriting period;

(i) The Authority will furnish such information, execute such instruments and take such other action in cooperation with the Representative as the Representative may reasonably request in order to qualify the 2016 Bonds for offering 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 will assist, if necessary therefor, in the continuation of such qualifications in effect as long as required for the distribution of the 2016 Bonds; provided, however, that the Authority shall not be required to qualify as a foreign corporation or to file any general consents to service of process under the laws of any state;

(j) Except as may be required under Blue Sky or other securities laws of any state, there is no consent, approval, authorization or other order of, or filing or registration with, or certification by, any regulatory authority having jurisdiction over the Authority required for the execution and delivery of this Purchase Contract or the execution, delivery and sale of the 2016 Bonds or the consummation by the Authority of the other transactions contemplated by the Official Statement, this Purchase Contract, or the Authority Agreements;

(k) The Authority will comply with the requirements of the Tax Certificate dated January \_\_, 2016 (the "*Tax Certificate*") executed by the Authority in connection with the delivery of the 2016 Bonds;

(l) Any certificate signed by any official of the Authority and delivered to the Representative pursuant to this Purchase Contract or any document contemplated hereby shall be deemed a representation and warranty by the Authority to the Underwriters as to the statements made therein and that such officer shall have been duly authorized to execute the same;

(m) The Authority shall apply the net proceeds of the 2016 Bonds to refund the Refunded Bonds and otherwise in accordance with the Trust Agreement, the Escrow Agreement and as described in the Official Statement; and

(n) The Authority is not in default, and at no time has defaulted in any material respect, on any bond, note or other obligation for borrowed money or any agreement under which any such obligation is or was outstanding.

**Section 8. Representations, Warranties and Agreements of the County.** The County represents and warrants that:

(a) By Resolution No. \_\_\_\_\_ (the "*County Resolution*") adopted by a majority of the members of the Board of Supervisors of the County at a meeting duly called, noticed and conducted, at which a quorum was present and acting throughout, on \_\_\_\_\_, 2015, the County has taken action necessary to be taken by it for the execution and issuance of the 2016 Bonds, and the execution, delivery and due performance of the Trust Agreement, the Site Lease, the Facility Lease, the Official Statement, the Continuing Disclosure Agreement, dated January \_\_, 2016 (the "*Continuing Disclosure Agreement*") and this Purchase Contract (collectively, the "*County Agreements*") and the taking of any and all actions as may be required on the part of the County to carry out, give effect to and consummate the transactions contemplated hereby has been taken, and the County Resolution has not been modified or amended and is in full force and effect;

(b) The County is a political subdivision of the State of California duly organized and operating pursuant to the Constitution and laws of the State of California and has all necessary power and authority to enter into and perform its duties under the 2016 Bonds and the County Agreements and, when executed and delivered by the respective parties thereto, the 2016 Bonds and the County Agreements will each constitute the legally valid and binding obligation of the County, enforceable against the County in accordance with their respective terms, except as limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights generally and that the enforceability is subject to the effect of general principles of equity including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing and the possible unavailability of specific performance or injunctive relief, regardless of whether considered in a proceeding in equity or at law;

(c) The County is, and at the Closing shall, to the extent reasonably possible, be or shall thereafter cause itself to be, in compliance in all material respects with the County Agreements;

(d) To the best of the County's knowledge, after reasonable inspection, at the time of the County's acceptance hereof, the Preliminary Official Statement and, as of the date hereof, the Official Statement (excluding the statements and information under the captions "THE AUTHORITY," "TAX MATTERS," "LEGAL MATTERS," "RATINGS," "UNDERWRITING," APPENDIX B—"BOOK-ENTRY SYSTEM" and APPENDIX D—"PROPOSED FORM OF OPINION OF BOND COUNSEL") did not and does 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;

(e) Except as otherwise disclosed in the Official Statement, to the best of the County's knowledge, after reasonable investigation, there is no action, suit, proceeding, inquiry or investigation by or before any court, governmental agency, public board or body to which the County is or would be a party and has either been served with a summons and complaint or been given written notice thereof, (i) seeking to restrain or enjoin the execution, sale or delivery of the 2016 Bonds; (ii) in any way contesting or affecting the validity or enforceability of the Joint Powers Agreement, the 2016 Bonds, or the County Agreements; (iii) contesting in any way the completeness or accuracy of the Official Statement; or (iv) contesting the authority of the County with respect to the Joint Powers Agreement, the 2016 Bonds or the County Agreements;

(f) The County has, and as of the Closing Date will have, full legal right, power and authority (i) to adopt the County Resolution, (ii) to make undertakings of the County as provided for in the County Agreements, (iii) to authorize the execution, sale and delivery of the 2016 Bonds to the Underwriters pursuant to the Trust Agreement and this Bond Purchase Contract, as provided herein and therein, and (iv) to carry out and consummate the transactions contemplated by the County Resolution, the County Agreements and the Official Statement;

(g) To the best knowledge of the County, after reasonable investigation, the County is not in breach of or in default under any material applicable law or administrative regulation of the State of California or the United States or any material applicable judgment or decree or any material loan agreement, indenture, bond, resolution, agreement or other instrument to which the County is a party or is otherwise subject which breach or default would have a material and adverse impact on the County's ability to perform its obligations under the County Agreements, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument;

(h) If at any time from the date hereof to and including 25 days from the “end of the underwriting period” any event occurs of which the County has knowledge, as a result of which the information with respect to the County in the Official Statement would include an untrue statement of a material fact, or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, the County shall promptly notify the Underwriters in writing of the circumstances and details of such event. If, as a result of such event or any other event, it is necessary, in the reasonable opinion of Sidley Austin LLP, Disclosure Counsel to the Authority and the County (“*Disclosure Counsel*”), or the Underwriters, to amend or supplement the Official Statement so that the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading, and if either shall have so advised the County, the County will forthwith cooperate with the Underwriters by promptly preparing and furnishing to the Underwriters, at the expense of the County, of a reasonable number of printed copies of an amendment of or a supplement to the Official Statement, in form and substance satisfactory to the Underwriters, which will so amend or supplement the Official Statement so that, as amended or supplemented, it will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading;

(i) 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 25 days from the Closing Date, the portions of the Official Statement so supplemented or amended (including any financial and statistical data contained therein) will be true and correct in all material respects and such information will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the information therein, in light of the circumstances under which it was made, not misleading, except that no representation is made concerning the statements and information under the excluding the statements and information under the captions “TAX MATTERS,” “LEGAL MATTERS,” “RATINGS,” “UNDERWRITING,” APPENDIX B–“BOOK-ENTRY ONLY SYSTEM;” and APPENDIX E–“PROPOSED FORM OF OPINION OF BOND COUNSEL;”

(j) The financial statements of the County contained in the Official Statement as Appendix C fairly present the financial positions and results of operations thereof as of the dates and for the periods therein set forth, the County has no reason to believe that such financial statements have not been prepared in accordance with generally accepted accounting principles consistently applied; except as disclosed in the Official Statement or otherwise disclosed in writing to the Underwriters, there has not been any materially adverse change in the financial condition of the County since June 30, 2014 and there has been no occurrence, circumstance or combination thereof which is reasonably expected to result in any such materially adverse change; and

(k) Pursuant to the Continuing Disclosure Agreement, the County has agreed to provide, or cause to be provided, to the EMMA System or such other nationally recognized municipal securities information repository designated by the MSRB or the Securities and Exchange Commission for purposes of Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission (each, a “*Repository*”) certain annual financial information and operating data of the type disclosed in the Official Statement, including its audited financial statements, and timely notice of the occurrence of certain events respecting the 2016 Bonds. These covenants have been made in order to assist the Underwriters in complying with SEC Rule 15c2-12(b)(5).



Other than as described in the Preliminary Official Statement, the County has not failed in any material respect to comply with any previous undertaking to provide annual financial information and notices of the occurrence of certain events.

**Section 9.**      **Closing.**

(a) At 8:00 A.M., California time, on January \_\_, 2016 (the “*Closing Date*”), or later date as may be agreed upon by the Representative and the Authority and the County, the Authority will deliver or cause to be delivered to the Representative the 2016 Bonds in definitive form, duly executed, together with the other documents hereinafter mentioned, and, subject to the terms and conditions of this Purchase Contract, the Representative will accept delivery of the 2016 Bonds through the facilities of The Depository Trust Company, New York, New York (“*DTC*”) by initial deposit with the Trustee (in care of DTC) through DTC’s Fast Automated Securities Transfer System procedures, or such other place as shall have been mutually agreed upon by the Representative and the Authority, and pay the purchase price of the 2016 Bonds as set forth in Section 1 of this Purchase Contract by wire transfer in immediately available funds to the order of the Trustee (or by such other form of payment in immediately available funds as shall have been mutually agreed upon by the Authority and the Representative. The 2016 Bonds in definitive form shall be evidenced by typewritten, lithographed or word processed Bonds in authorized denominations.

(b) It is anticipated that CUSIP numbers will be printed on the 2016 Bonds, but neither the failure to provide such numbers nor any error with respect thereto shall constitute a cause for failure or refusal by the Underwriters to accept delivery of the 2016 Bonds in accordance with the terms of this Purchase Contract.

**Section 10.**      **Termination by the Underwriters.** The Underwriters shall have the right to terminate their obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the 2016 Bonds by notifying the Authority and the County of their election to do so if, between the date hereof and the Closing, the market for or the market price or marketability of the 2016 Bonds or the ability of the Underwriters to enforce contracts for the sale of the 2016 Bonds at the initial offering prices set forth in the Official Statement, shall not have been materially adversely affected by reason of any of the following:

(a) Legislation (including any amendments thereto), resolution, rule or regulation (including any amendments thereto) shall be introduced in, considered by or be enacted by any governmental body, department or political subdivision of the State or the Franchise Tax Board, or a decision by any court of competent jurisdiction within the State, with the purpose or effect, directly or indirectly, of imposing California personal income taxation upon such interest as would be received by the Owners of the 2016 Bonds;

(b) The outbreak or declaration of war, institution of a police action, engagement in military hostilities by the United States, or any escalation of any existing conflict or hostilities in which the United States is involved, or the occurrence of any other national emergency or calamity or crisis or any change in financial markets resulting from the foregoing, which, in the reasonable opinion of the Representative would make it impracticable or inadvisable to proceed with the offer, sale or delivery of the 2016 Bonds on the terms and in the manner contemplated in the Official Statement;

(c) The declaration of a general banking moratorium by federal, New York or State authorities having jurisdiction, or the general suspension of trading on any national securities exchange or fixing of minimum or maximum prices for trading or maximum ranges for prices for securities on any national securities exchange, whether by virtue or a determination by that exchange or by order of the

Securities and Exchange Commission or any other governmental authority having jurisdiction, or a material disruption in commercial banking or securities settlement or clearance services shall have occurred;

(d) The imposition by the New York Stock Exchange or other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the 2016 Bonds or obligations of the general character of the 2016 Bonds or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriters which, in the reasonable opinion of the Underwriters would make it impracticable or inadvisable to proceed with the offer, sale or delivery of the 2016 Bonds on the terms and in the manner contemplated in the Official Statement;

(e) Legislation enacted (or resolution passed) by or introduced or pending legislation amended in the Congress or recommended for passage by the President of the United States, or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed) 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 securities of the general character of the 2016 Bonds, or the 2016 Bonds, including any or all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended, or that the Trust Agreement is not exempt from qualification under the Trust Indenture Act of 1939, as amended, or that the execution, offering or sale of obligations of the general character of the 2016 Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement, otherwise is or would be in violation of the federal securities laws as amended and then in effect;

(f) Action is taken by or on behalf of the United States Treasury Department, or on behalf of the Internal Revenue Service, with the purpose or effect, directly or indirectly, of including in gross income for purposes of federal income taxes, the interest on the 2016 Bonds;

(g) The withdrawal or downgrading or any notice of an intended or potential downgrading of any rating of the obligations of the Authority (including the rating to be issued with respect to the 2016 Bonds) by a “nationally recognized statistical rating organization,” as such term is defined for purposes of Rule 436(g)(2) under the Securities Act of 1933, as amended, which, in the reasonable opinion of the Representative would make it impracticable or inadvisable to proceed with the offer, sale or delivery of the 2016 Bonds on the terms and in the manner contemplated in the Official Statement;

(h) Any event occurring, or information becoming known which, in the reasonable judgment of the Representative, makes untrue in any material respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(i) Any change or development involving a prospective change in the condition of the Authority, financial or otherwise, or in the operations of the Authority from those set forth in the Official Statement that makes the 2016 Bonds, in the reasonable opinion of the Representative, impracticable or inadvisable to offer, sell or deliver the 2016 Bonds on the terms and in the manner contemplated by the Official Statement;

(j) A material disruption in securities settlement, payment or clearance services in the United States shall have occurred; or

(k) The purchase of and payment for the 2016 Bonds by the Underwriters, or the resale of the 2016 Bonds by the Underwriters, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission.

**Section 11. Conditions to the Obligations of the Underwriters.** The Underwriters hereby enter into this Purchase Contract in reliance upon the representations and warranties of the Authority contained herein and the representations and warranties to be contained in the documents and instruments to be delivered on the Closing Date and upon the performance by the Authority and the Trustee of their respective obligations both on and as of the date hereof and as of the Closing Date. Accordingly, the obligations of the Underwriters under this Purchase Contract to purchase, to accept delivery of and to pay for the 2016 Bonds shall be subject, at the option of the Underwriters, to the accuracy in all material respects of the representations and warranties of the Authority contained herein as of the date hereof and as of the Closing Date, to the accuracy in all material respects of the statements of the officers and other officials of the Authority and the Trustee made in any certificate or document furnished pursuant to the provisions hereof, to the performance by the Authority and the Trustee of their respective obligations to be performed hereunder and under the Authority Agreements, at or prior to the Closing Date, and also shall be subject to the following additional conditions:

(a) The Underwriters shall receive, within seven business days after the date hereof, copies of the Official Statement (including all information permitted to have been omitted from the Preliminary Official Statement by Rule 15c2-12 and any amendments or supplements as have been approved by the Representative), in such reasonable quantity as the Underwriter shall have requested;

(b) On the Closing Date, the Authority Agreements shall have each been duly authorized, executed and delivered by the respective parties thereto, all in substantially the forms as described in the Official Statement and shall be in full force and effect; and each of the Authority Resolution and the County Resolution shall be in full force and effect;

(c) On the Closing Date, all necessary action of the Authority relating to the execution and delivery of the 2016 Bonds will have been taken and will be in full force and effect and will not have been amended, modified or supplemented; and

(d) At or prior to the Closing Date, the Underwriters shall have received the following documents, in each case satisfactory in form and substance to the Representative:

(1) Joint Powers Agreement, Resolutions, Authority Agreements and County Agreements. Certified copies of the Joint Powers Agreement, the Authority Resolution and the County Resolution; and duly executed copies of the Authority Agreements and the County Agreements and the Continuing Disclosure Agreements;

(2) Preliminary and Final Official Statement. The Preliminary Official Statement and the Official Statement, with the Official Statement executed on behalf of the Authority by a duly authorized officer of the Authority;

(3) Opinion of Bond Counsel. The approving opinion of Bond Counsel dated the Closing Date, substantially in the form attached as Appendix \_\_ to the Official Statement, and a reliance letter with respect thereto addressed to the Representative;

(4) Supplemental Opinion of Bond Counsel. A supplemental opinion of Bond Counsel, dated the Closing Date and addressed to the Representative, to the effect that: (i) the 2016 Bonds are not subject to the registration requirements of the Securities Act of 1933, as

amended, and the Trust Agreement is exempt from qualification under the Trust Indenture Act of 1939, as amended; (ii) the statements contained in the Official Statement, under the captions “INTRODUCTION,” “THE BONDS” and “SECURITY FOR THE BONDS” and “TAX MATTERS,” and contained in APPENDIX D–“SUMMARY OF CERTAIN PROVISIONS OF PRINCIPAL LEGAL DOCUMENTS,” and APPENDIX E–“PROPOSED FORM OF OPINION OF BOND COUNSEL” insofar as such statements summarize certain provisions of the Trust Agreement, the 2016 Bonds, and the legal opinion and certain provisions of federal and State law, are accurate in all material respects;

(5) *Defeasance Opinion of Bond Counsel.* An opinion of Bond Counsel, dated the Closing Date, and addressed to the Authority, the County and the Representative, in form and substance satisfactory to the Authority, the County and the Representative, to the effect that the Refunded Bonds have been defeased;

(6) *Opinion of County Counsel as Counsel to the Authority.* An opinion of County Counsel, as counsel to the Authority, with respect to the 2016 Bonds, dated the date of Closing and addressed to the Authority, the County and the Representative, in form and substance satisfactory to the Authority, the County and the Representative;

(7) *Opinion of County Counsel.* An opinion of County Counsel, with respect to the 2016 Bonds, dated the date of Closing and addressed to, the Authority and the Representative, in form and substance satisfactory to the Authority, the County and the Representative;

(8) *Opinion of Disclosure Counsel.* An opinion of Disclosure Counsel, dated the date of the Closing and addressed to the Authority, the County and the Representative, to the effect that, based upon the information made available to them in the course of their participation in the preparation of the Official Statement and without passing on and without assuming any responsibility for the accuracy, completeness and fairness of the statements in the Official Statement, and having made no independent investigation or verification thereof, no information has come to the attention of the attorneys rendering legal services in connection with such representation that lead them to believe that, as of the date of Closing, the Official Statement (except for any financial or statistical data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, or any information regarding the Bond Insurer, the Bond Insurance Policy, or concerning the book-entry only system or, included therein, as to which no opinion or view need be expressed) contains any untrue statement of a material fact 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;

(9) *Opinion of Underwriters’ Counsel.* An opinion of Underwriters’ Counsel, dated the date of the Closing and addressed to the Underwriters, to the effect that, based upon the information made available to them in the course of their participation in the preparation of the Official Statement and without passing on and without assuming any responsibility for the accuracy, completeness and fairness of the statements in the Official Statement, and having made no independent investigation or verification thereof, no information has come to the attention of the attorneys rendering legal services in connection with such representation that lead them to believe that, as of the date of Closing, the Official Statement (except for any financial or statistical data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, or any information regarding the Bond Insurer, the Bond Insurance Policy, or concerning the book-entry only system or, included therein, as to which no opinion or view need be expressed) contains any untrue statement of a material fact 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; that the 2016 Bonds are

exempt from registration under the Securities Act of 1933, as amended; the Trust Agreement is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended; and the Continuing Disclosure Agreement provides a suitable basis for the Underwriters, in connection with the Offering (as defined in Rule 15c2-12) of the 2016 Bonds to make a reasonable determination as required by section (b)(5) of such Rule;

(10) *Certificate of the Authority*. A certificate of the Authority dated the Closing Date and executed by a duly authorized officer of the Authority to the effect that:

(i) The representations and warranties of the Authority contained in Section 7 hereof are true and correct in all material respects on and as of the date of Closing as if made on the Closing Date;

(ii) The information contained in the Official Statement (including any financial and statistical data contained therein) is true and correct in all material respects and the information in the Official Statement (including any financial and statistical data contained therein) does not omit any statement or information which is necessary to make the statements and information therein, in the light of the circumstances under which they were made, not misleading in any material respect;

(iii) The Authority has duly authorized by the Authority Resolution, the execution and delivery of the Authority Agreements, and the taking of any and all such action as may be required on the part of the Authority to carry out, give effect to and consummate the transactions contemplated thereby; the Authority Resolution was adopted at a meeting duly noticed and at which a quorum was present, and the Authority Resolution has not been modified or amended and is in full force and effect;

(iv) No consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the Authority that has not been obtained is or will be required for the issuance and delivery of the 2016 Bonds or the consummation by the Authority of the other transactions contemplated by the Authority Agreements and the Official Statement, except as such may be required for the state securities or blue sky laws;

(v) The execution and delivery by the Authority of the Authority Agreements and compliance with the terms thereof, will not conflict with, or result in a violation or breach of, or constitute a default under, any lease, indenture, bond, note, resolution or any other agreement or instrument to which the Authority is a party or by which it is bound, or any law or any rule, regulation, order or decree of any court or governmental agency or body having jurisdiction over the Authority or any of its activities or properties;

(vi) The Authority is not in breach of or default under any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or any lease, 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 ability of the Authority to perform its obligations under the Authority Agreements, 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 default or an event of default under any such instrument; and

(vii) 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 or governmental agency, public board or body pending or, to the best knowledge of the Authority, threatened against or affecting the existence of the Authority or seeking to prohibit, restrain or enjoin the issuance and delivery of the 2016 Bonds or in any way contesting or affecting the validity or enforceability of the 2016 Bonds, the Authority Agreements or contesting the powers of the Authority to enter into, adopt or perform its obligation under any of the foregoing, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated hereby and by the Official Statement, or which, in any way, would materially adversely affect the validity of the 2016 Bonds, the Authority Agreements, or any agreement or instrument to which the Authority is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby and by the Official Statement;

(11) Certificate of the County. A certificate of the County dated the Closing Date and executed by a duly authorized officer of the County to the effect that:

(i) the representations and warranties of the County contained Section 8 hereof are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date;

(ii) to the best knowledge of said individual, after reasonable investigation, no event has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein, in light of the circumstances under which they were made, not misleading in any material respect;

(iii) the County has complied with all agreements and satisfied all the conditions on its part to be performed or satisfied under the County Resolution, the County Agreements and the Official Statement at and prior to the Closing Date;

(iv) the information contained in the Official Statement is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein in order to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect; and

(v) to the best knowledge of said individual, after reasonable investigation, the adoption of the County Resolution and the execution and delivery of the 2016 Bonds, the County Agreements and compliance with the provisions thereof, under the circumstances contemplated thereby, do not constitute on the part of the County a material breach of or material default under any material agreement or other material instrument executed by or binding upon the County.

(vii) to the best of its knowledge, all approvals, consents and orders of any governmental authority or agency having jurisdiction in the matter which would constitute a condition precedent to the due performance by the County of its obligations under the County Agreements have been duly obtained or made, and are, and will be at the time of Closing, in full force and effect;

(vii) any certificate signed by any officer of the County and delivered to the Underwriters pursuant to the Trust Agreement or this Purchase Contract or any document contemplated thereby shall be deemed a representation and warranty by County to the Underwriters as to the statements made therein and that such officer shall have been duly authorized to execute the same.

(viii) the County is in compliance with all of its prior continuing disclosure undertakings under Rule 15c2-12, and at or prior to the Closing Date, the County will undertake pursuant to the Continuing Disclosure Agreement to provide notices of the occurrence of certain events;

(13) Opinion of Counsel to Trustee. The opinion of Counsel to the Trustee, dated the date of closing, addressed to the Authority, the County, and the Representative, to the effect that: (A) the Trustee is a national banking association, validly existing and in good standing under the laws of the United States, duly qualified to do business and to exercise trust powers therein, having full power and authority to enter into and to perform its duties as Trustee under the Trust Agreement, and has full power and authority to execute and deliver such agreement, and to perform its obligations thereunder; (B) the Trust Agreement, has been duly executed and delivered by the Trustee, and assuming the authorization, execution and delivery by the other parties thereto, such agreement is the legal, valid and binding agreements of the Trustee, enforceable against the Trustee in such capacity in accordance with their respective terms except as such enforcement thereof may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium, fraudulent conveyance, and other similar laws affecting the rights and remedies of creditors generally, and by the effect of general principles of equity, including without limitation, concepts of materiality, reasonableness, good faith and fair dealing and the possible unavailability of specific performance or injunctive relief, whether considered in a proceeding at law or in equity; (C) the 2016 Bonds have been validly authenticated, registered and delivered by the Trustee; (D) no authorization, approval, consent or other order of the State or any other governmental authority or agency within the State having jurisdiction over the Trustee, or, to such counsel's knowledge after reasonable investigation, any other person or corporation, is required for the valid authorization, execution, delivery and performance by the Trustee of the Trust Agreement, and (E) the execution and delivery of the Trust Agreement, and compliance by the Trustee with the provisions thereof under the circumstances contemplated thereby, does not in any material respect conflict with or constitute on the part of the Trustee a breach or default under any agreements or other instrument to which the Trustee is a party (and of which such counsel is aware after reasonable investigation) or by which it is bound (and of which such counsel is aware after reasonable investigation) or any existing law, regulation, court order or consent decree to which the Trustee is subject;

(14) Bylaws of Trustee. Certified copies of excerpts from the bylaws of the Trustee authorizing the execution and delivery of the Trust Agreement;

(15) Certificate of the Trustee. A certificate of U.S. Bank National Association ("U.S. Bank"), in its capacity as Trustee, dated the Closing Date, signed by a duly authorized official, to the effect that: (A) U.S. Bank is a national banking association duly organized and existing under the laws of the United States of America, having the full power and being qualified to enter into and perform its duties under the Trust Agreement; (B) U.S. Bank is duly authorized to enter into the First Supplemental Indenture and to authenticate and deliver the 2016 Bonds to the Underwriter pursuant to the Trust Agreement; (C) the 2016 Bonds have been duly authenticated and delivered by U.S. Bank; (D) the execution and delivery of the Second Supplemental Indenture and compliance with the provisions on the part of U.S. Bank contained

therein, does not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, indenture, note, resolution, agreement or other instrument to which U.S. Bank is a party or is otherwise subject (except that no representation or warranty is made with respect to any federal or state securities or blue sky laws or regulations), 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 held by U.S. Bank pursuant to the Trust Agreement under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided by the Trust Agreement; and (E) to the best knowledge of U.S. Bank, it has not been served with any action, suit, proceeding, inquiry or investigation in law or in equity, before or by any court, governmental agency, public board or body, nor is any such action or other proceeding threatened against U.S. Bank, affecting the existence of U.S. Bank, or the titles of its officers to their respective offices or seeking to prohibit, restrain, or enjoin the execution and delivery of the 2016 Bonds of the Second Supplemental Indenture, or in any way contesting or affecting the validity or enforceability of the Trust Agreement or contesting the powers of U.S. Bank or its authority to enter into, adopt or perform its obligations under any of the foregoing to which it is a party, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the 2016 Bonds or the Trust Agreement or the power and authority of U.S. Bank to enter into and perform its respective duties under such agreements and to authenticate and deliver the 2016 Bonds to the Underwriter;

(16) Certificate of the Escrow Agent. A certificate of the U.S. Bank in its capacity as Escrow Agent, dated the Closing Date, signed by a duly authorized official, to the effect that: (A) U.S. Bank is a national banking association organized and existing under the laws of the United States of America, having the full power and being qualified to enter into and perform its duties under the Escrow Agreement; (B) U.S. Bank is duly authorized to enter into the Escrow Agreement; (C) the execution and delivery of the Escrow Agreement and compliance with the provisions on the part of U.S. Bank contained therein, does not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, indenture, note, resolution, agreement or other instrument to which U.S. Bank is a party or is otherwise subject (except that no representation or warranty is made with respect to any federal or state securities or blue sky laws or regulations), 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 held by U.S. Bank pursuant to the Escrow Agreement under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided by the Escrow Agreement; and (D) to the best knowledge of U.S. Bank, it has not been served with any action, suit, proceeding, inquiry or investigation in law or in equity, before or by any court, governmental agency, public board or body, nor is any such action or other proceeding threatened against U.S. Bank, affecting the existence of U.S. Bank, or the titles of its officers to their respective offices or seeking to prohibit, restrain, or enjoin the execution and delivery of Escrow Agreement, or in any way contesting or affecting the validity or enforceability of the Escrow Agreement or contesting the powers of U.S. Bank or its authority to enter into, adopt or perform its obligations under any of the foregoing to which it is a party, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Escrow Agreement or the power and authority of U.S. Bank to enter into and perform its respective duties under such agreements and to authenticate and deliver the 2016 Bonds to the Underwriter;



[(13) Opinion of Counsel to Escrow Agent. The opinion of Counsel to the Escrow Agent, dated the date of closing, addressed to the Authority, the County and the Representative, to the effect that: (A) the Escrow Agent is a national banking association, validly existing and in good standing under the laws of the United States, duly qualified to do business and to exercise trust powers therein, having full power and authority to enter into and to perform its duties as Trustee under the Trust Agreement, and has full power and authority to execute and deliver such agreement, and to perform its obligations thereunder; (B) the Escrow Agreement has been duly executed and delivered by the Escrow Agent, and assuming the authorization, execution and delivery by the other parties thereto, such agreement is the legal, valid and binding agreements of the Escrow Agent, enforceable against the Escrow Agent in such capacity in accordance with its terms except as such enforcement thereof may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium, fraudulent conveyance, and other similar laws affecting the rights and remedies of creditors generally, and by the effect of general principles of equity, including without limitation, concepts of materiality, reasonableness, good faith and fair dealing and the possible unavailability of specific performance or injunctive relief, whether considered in a proceeding at law or in equity; (C) no authorization, approval, consent or other order of the State or any other governmental authority or agency within the State having jurisdiction over the Escrow Agent, or, to such counsel's knowledge after reasonable investigation, any other person or corporation, is required for the valid authorization, execution, delivery and performance by the Escrow Agency of the Escrow Agreement, and (E) the execution and delivery of the Escrow Agreement, and compliance by the Escrow Agent with the provisions thereof under the circumstances contemplated thereby, does not in any material respect conflict with or constitute on the part of the Escrow Agent a breach or default under any agreements or other instrument to which the Escrow Agent is a party (and of which such counsel is aware after reasonable investigation) or by which it is bound (and of which such counsel is aware after reasonable investigation) or any existing law, regulation, court order or consent decree to which the Escrow Agent is subject;]

(17) Title Insurance Policy. A CLTA title insurance policy with respect to the Facilities;

(18) Evidence of Insurance. Certificates, dated the Closing Date, regarding compliance with the insurance requirements of the Facility Lease;

(19) Rating Letters. Letters from Moody's Investors Service, Inc. ("Moody's") assigning an rating of "\_\_\_" to the 2016 Bonds and from Standard & Poor's, Ratings Services, a Standard & Poor's Financial Services LLC business("S&P") assigning an rating of "\_\_\_" to the 2016 Bonds;

[(20) Certificate of the Verification Agent. A certificate of \_\_\_\_\_ (the "Verification Agent"), independent certified public accountants, dated the Closing Date, to the effect that it has verified the mathematical accuracy relating to the computation cash deposited with the Escrow Agent to redeem the Refunded Bonds;]

(21) Tax Certificate. The Tax Certificate of the Authority, executed on behalf of the Authority by a duly authorized officer in form and substance satisfactory to Bond Counsel;

(22) California Debt and Investment Advisory Commission Filings. Evidence of the preliminary and final filings with the California Debt and Investment Advisory Commission pursuant to Section 8855(g) and 53583 of the California Government Code;

(23) DTC Blanket Letter of Representations. A copy of the executed Blanket Letter of Representations by and between the Authority and The Depository Trust Company, New York, New York; and

(24) Miscellaneous. Such additional legal opinions, certificates, instruments and documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of Closing, of the Authority's representations and warranties contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the Authority on or prior to the date of Closing of all agreements then to be performed and all conditions then to be satisfied by the Authority.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Purchase Contract shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Underwriters. Receipt of, and payment for, the 2016 Bonds shall constitute evidence of the satisfactory nature of such as to the Underwriters. The performance of any and all obligations of the Authority hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriters may be waived by the Representative in its sole discretion.

If the Authority or the County shall be unable to satisfy the conditions to the obligations of the Underwriters to purchase, accept delivery of and pay for the 2016 Bonds contained in this Purchase Contract, or if the obligations of the Underwriters to purchase, accept delivery of and pay for the 2016 Bonds shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate, and none of the Underwriters, the Authority, or the County shall be under further obligation hereunder, and (ii) the respective obligations of the Authority and the County and the Underwriters set forth in Section 13 hereof shall continue in full force and effect.

**Section 12. Blue Sky.** The Authority will cooperate with the Underwriters in qualifying the 2016 Bonds for offer and sale under the securities or Blue Sky laws of such jurisdictions of the United States as the Representative may request; provided, however, that the Authority shall not be required to consent to suit or to service of process in any jurisdiction or take any action which would subject the Authority to general or unlimited service of process in any jurisdiction in which it is not now subject.

**Section 13. Expenses.** (a) The Underwriters shall be under no obligation to pay, and the Authority shall pay, the following expenses incident to the performance of the Authority's obligations hereunder: (i) the fees and disbursements of, Bond Counsel; (ii) the costs and fees of Disclosure Counsel for preparing the Preliminary and final Official Statements and the costs of printing and delivering the Preliminary and final Official Statements (and any amendment or supplement prepared pursuant to Section 7 of this Purchase Contract), (iii) the costs of printing and delivering the 2016 Bonds; (iv) the fees and disbursements California Financial Services Inc., Financial Advisor to the Authority, the Trustee and its counsel, the Escrow Agent and its counsel, Moody's, S&P, [the Verification Agent,] accountants, and other advisers, experts or consultants retained by the Authority or the County; and (v) any other expenses and costs of the Authority and the County incident to the performance of their obligations in connection with the authorization, issuance and sale of the 2016 Bonds[, including the administrative fee of the County,] out-of-pocket expenses and regulatory expenses, and any other expenses agreed to by the parties.

(b) The Underwriters shall pay all expenses incurred by it in connection with the public offering and distribution of the 2016 Bonds including, but not limited to: (i) the fees and disbursements of Underwriters' Counsel, excluding costs for preparing the Preliminary and final Official Statements as described in (a) above; (ii) all advertising expenses in connection with the offering of the 2016 Bonds;

and (iii) all fees of the California Debt and Investment Advisory Commission and out-of-pocket disbursements and expenses incurred by the Underwriter in connection with the offering and distribution of the 2016 Bonds, except as provided in (a) above or as otherwise agreed to by the Underwriters and the Authority.

**Section 14.**      **Notices.** Any notice or other communication to be given to the Authority under this Purchase Contract may be given by delivering the same in writing at the Authority's address set forth above, and any notice or other communication to be given to the Underwriters under this Purchase Contract may be given by delivering the same in writing to the Representative, Raymond James & Associates, Inc., One Embarcadero Center, Suite 650, San Francisco, California 94111; Attention: Robert Larkins, Managing Director.

**Section 15.**      **Parties in Interest; Force and Effect.** This Purchase Contract is made solely for the benefit of the Authority, the County, and the Underwriters (including its successors and assigns), and no other person shall acquire or have any right hereunder or by virtue hereof. All of the Authority's representations, warranties and agreements contained in this Purchase Contract shall remain operative and in full force and effect regardless of: (a) any investigations made by or on behalf of the Underwriter; or (b) delivery of and payment for the 2016 Bonds pursuant to this Purchase Contract. The agreements contained in this Section and in Section 13 shall survive any termination of this Purchase Contract.

**Section 16.**      **Unenforceable Provisions.** If any provision of this Purchase Contract shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperable or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Purchase Contract invalid, inoperative or unenforceable to any extent whatsoever.

**Section 17.**      **Counterparts.** This Purchase Contract may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Purchase Contract by signing any such counterpart.

**Section 18.**      **Governing Law; Venue.** The validity, interpretation and performance of this Purchase Contract shall be governed by the laws of the State. Any and all disputes or legal actions or proceedings arising out of this Purchase Contract or any document related hereto shall be filed and maintained in a court of competent jurisdiction for matters arising in San Mateo County; provided that the Authority may waive the requirement of venue. By execution of and delivery of this Purchase Contract, the parties hereto accept and consent to the aforesaid jurisdiction.

**Section 19.**      **Headings.** The headings of the Sections of this Purchase Contract are inserted for convenience only and shall not be deemed to be a part hereof.

**Section 20.**      **No Assignment.** The rights and obligations created by this Purchase Contract shall not be subject to assignment by the Underwriter or the Authority without the prior written consent of the other party hereto.

**Section 21.**      **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.

**Section 22. Effectiveness.** This Purchase Contract shall become effective upon the execution of the acceptance hereof by authorized officers of the Authority and of the County, and shall be valid and enforceable as of the time of such acceptance.

Very truly yours,

RAYMOND JAMES & ASSOCIATES, INC.  
CITIGROUP GLOBAL MARKETS INC.

By: RAYMOND JAMES & ASSOCIATES, INC., as  
Representative

By: \_\_\_\_\_  
Robert J. Larkins  
Managing Director

ACCEPTED:

\_\_\_\_\_ Pacific Time on January \_\_, 2016

SAN MATEO COUNTY JOINT POWERS FINANCING AUTHORITY

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

\_\_\_\_\_ Pacific Time on January \_\_, 2016

COUNTY OF SAN MATEO

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

SCHEDULE I

MATURITY SCHEDULE

\$\_\_\_\_,\_\_\_\_,000

**SAN MATEO COUNTY JOINT POWERS FINANCING AUTHORITY**  
**Refunding Lease Revenue Bonds**  
**(Youth Services Campus)**  
**2016 Series A**

Maturity (June 15)	Principal Amount	Interest Rate	Yield	Price
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## REDEMPTION PROVISIONS

***Optional Redemption.*** The Bonds maturing on or prior to June 15, 20\_\_ are not subject to optional redemption. The 2016 Bonds maturing on or after June 15, 20\_\_ are subject to redemption prior to their respective stated maturities at the written direction of the Authority, from any moneys deposited by the Authority or the County, as a whole or in part on any date (in such maturities as are designated in writing by the Authority to the Trustee) on or after June 15, 20\_\_, at a redemption price equal to 100% of the principal amount of the 2016 Bonds called for redemption, plus accrued interest to the date fixed for redemption, without premium.

***Mandatory Sinking Payment Redemption for 2016 Bonds.*** The 2016 Bonds maturing on June 15, 20\_\_ shall be subject to mandatory sinking fund redemption prior to maturity, in part on [June 15] of each year on and after June 15, 20\_\_ by lot, from and in the amount of the Mandatory Sinking Fund payments set forth below at a redemption price equal to the sum of the principal amount thereof plus accrued interest thereon to the redemption date without premium.

**Sinking Fund  
Payment Date  
(June 15)**

**Principal  
Amount**

\_\_\_\_\_  
† Maturity.

The 2016 Bonds maturing on June 15, 20\_\_ (together with the 2016 Bonds maturing on June 15, 20\_\_, the “Term Bonds”), are subject to mandatory redemption in part by lot, on June 15 in each year commencing June 15, 20\_\_, and on each June 15 thereafter, up to and including June 15, 20\_\_, from mandatory sinking fund payments made by the Authority, at a redemption price equal to the principal amount thereof to be redeemed, without premium, plus accrued interest thereon to the date of redemption, in the following principal amounts:

**Sinking Fund  
Payment Date  
(June 15)**

**Principal  
Amount**

\_\_\_\_\_  
† Maturity.

EXHIBIT A-1

SAN MATEO COUNTY JOINT POWERS FINANCING AUTHORITY  
Refunding Lease Revenue Bonds  
(Youth Services Campus)  
2016 SERIES A

Form of the Certificate of the Authority Regarding Preliminary Official Statement

The undersigned hereby states and certifies:

1. That he is the duly qualified and acting President of the Governing Board of the San Mateo County Joint Powers Financing Authority (the "Authority") and as such, is familiar with the facts herein certified and is authorized and qualified to certify the same;
2. That there has been delivered to Raymond James & Associates, Inc. and Citigroup Global Markets Inc., as underwriters (the "Underwriters") of the captioned Bonds, a Preliminary Official Statement, relative to the captioned Bonds, dated January \_\_, 2016 (including the cover page and all appendices thereto, in electronic form, the "Preliminary Official Statement"), which the Authority deems final as of its date for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"), except for information permitted to be omitted therefrom by Rule 15c2-12; and
3. The Authority hereby approves the use and distribution by the Underwriters of the Preliminary Official Statement.

Dated: January \_\_, 2016

SAN MATEO COUNTY JOINT POWERS  
FINANCING AUTHORITY

By: \_\_\_\_\_  
Paul Scannell, President

EXHIBIT A-2

SAN MATEO COUNTY JOINT POWERS FINANCING AUTHORITY  
Refunding Lease Revenue Bonds  
(Youth Services Campus)  
2016 SERIES A

Form of the Certificate of the County Regarding Preliminary Official Statement

The undersigned hereby states and certifies:

1. That he is the duly qualified and acting County Manager of the County of San Mateo (the "County") and as such, is familiar with the facts herein certified and is authorized and qualified to certify the same;
2. That there has been delivered to Raymond James & Associates, Inc. and Citigroup Global Markets Inc., as underwriters (the "Underwriters") of the captioned Bonds, a Preliminary Official Statement, relative to the captioned Bonds, dated January \_\_, 2016 (including the cover page and all appendices thereto, in electronic form, the "Preliminary Official Statement"), which the County deems final as of its date for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"), except for information permitted to be omitted therefrom by Rule 15c2-12; and
3. The County hereby approves the use and distribution by the Underwriters of the Preliminary Official Statement.

Dated: \_\_\_\_\_, 2016

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
John L. Maltbie, County Manager

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