TOWN OF LITTLE COMPTON, RHODE ISLAND
OMNIBUS CLOSING CERTIFICATE
dated December 10, 2013

All capitalized terms not defined herein have the meanings set forth in the Financing Agreement defined below. The undersigned are the Treasurer, the President of the Town Council and the Town Clerk of the Town of Little Compton named above (the "Borrower"), and as such hereby certify that:

1. This Certificate has been executed in connection with the issuance and sale by the Rhode Island Health and Educational Building Corporation (the "Corporation") of its Rhode Island Health and Educational Building Corporation Public Schools Revenue Bond Financing Program Revenue Bonds, Series 2013 H (Town of Little Compton Issue) (the "Corporation Bonds"). The proceeds of said Corporation Bonds have been loaned to the Borrower, which has issued its general obligation bonds (the "Borrower Bonds") to the Corporation to evidence its obligation to repay such loan.

2. The representations and warranties of the Borrower set forth in the Financing Agreement between the Corporation and the Borrower dated November 19, 2013 (the "Financing Agreement"), are true and correct as of the date hereof as if made on and as of the date hereof, the Financing Agreement remains in full force and effect as of the date hereof, and the Borrower has complied with and performed and will continue to comply with and perform all of its covenants and agreements in the Financing Agreement.

3. The representations and warranties of the Borrower set forth in the Letter of Representation dated November 19, 2013 attached hereto as Exhibit A, from the Borrower to the Corporation and the underwriters of the Corporation Bonds, are true and correct as of the date hereof as if made on and as of the date hereof.

4. The Borrower Bonds have been issued pursuant to the Borrower Resolution.

5. The undersigned hereby certify that attached hereto are full complete and accurate copies of the Borrower Resolution as Exhibit B and that as of the date hereof, no action has been taken to revise, rescind, amend or alter such Borrower Resolution and Borrower Resolution remains in full force and effect.

6. The undersigned certify that all votes in connection with the aforementioned Borrower Resolution were taken at a meetings open to the public, that notice of said meetings was duly posted at least forty-eight (48) hours prior to said meeting, and that no action in connection therewith were taken in executive session, all in accordance with Chapter 46 of Title 42 of the General Laws entitled, "Open Meetings".

7. The Borrower Bonds conform to the description thereof in the related Financing Agreement and the Notice of Terms delivered to the Borrower, receipt of which is hereby acknowledged.

8. On the date hereof, the Borrower delivered or caused to be delivered to the Corporation its Borrower Bonds, each duly and completely executed by or on behalf of the Borrower and all as described in the Financing Agreement and as set forth in the Notice of Terms, delivered by the Corporation to the Borrower in connection with the Financing Agreement, and by this reference made a part hereof, and that at or before the time of such delivery of said bonds, the Borrower received from said purchaser full payment for said bonds in accordance with the Financing Agreement and the Notice of Terms.

9. The information contained in the Official Statement relating to the Borrower, its organization, activities, properties and financial condition and to the Project is true and correct in all material respects and does not contain any untrue or incorrect statement of a material fact and does not omit to state a material fact necessary, in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

10. The Borrower Bonds were duly and completely executed in the name and on behalf of the Borrower by the imprinting thereon of the manual or facsimile signature of the undersigned respective officers of the Borrower, who did and do hereby adopt such signatures, and the impressing or imprinting thereon of the official seal of the Borrower, and that on the date hereof, we are the duly chosen, qualified and acting officers of the Borrower holding the offices indicated by the official title set opposite our respective signature hereto, for a term expiring on the date set opposite such title.

11. No litigation of any nature is now pending or, to our knowledge, threatened (a) to restrain or enjoin the issuance or delivery of the Borrower Bonds or the levy and collection of taxes or assessments to pay the same, (b) in any manner questioning or affecting, directly or indirectly, the validity of the Borrower Bonds or the proceedings or authority for the issuance thereof, (c) relative to the validity or enforceability of the Financing Agreement or (d) contesting the corporate existence or boundaries of the Borrower or the title of the undersigned officers to their respective offices.

12. No authority or proceedings for the issuance of the Borrower Bonds or for the execution and delivery of the Financing Agreement has been repealed, revoked or rescinded, and compliance with the covenants contained in the Borrower Tax Certificate of the Borrower executed the date hereof with respect to the Borrower Bonds is not prohibited by or violative of any provision of local or special law, regulation or resolution applicable to the Borrower.

13. The seal (or facsimile thereof) which has been imprinted or impressed upon each of the Borrower Bonds is the legally adopted, proper and only official corporate seal of the Borrower.

14. The proceeds of the Borrower Bonds issued to refund the Borrower's $9,800,000 General Obligation Bond Anticipation Notes dated December 13, 2012 (the "2012 Notes") in the amount of $9,800,000 have been deposited with U.S. Bank National Association, as paying agent for the Borrower Bonds, to be held in trust until wired on December 12, 2013 to Zions First National Bank, as purchaser of the 2012 Notes, to refund the 2012 Notes on December 12, 2013. While the proceeds are held in trust they will be invested in obligations of the United States of America, the State of Rhode Island or its political subdivisions or in cash.

15. The undersigned are authorized signatories of the Borrower as of the date hereof and were authorized signatories of the Borrower as of the date of execution of any documents which they executed in connection with this transaction. Each of the undersigned hereby confirms that the signatures of the other officers are genuine.

SIGNATURE	NAME OF OFFICER	OFFICIAL TITLE
	Mary-Jane M. Harrington	Treasurer
	Robert L. Mushen	President of the Town Council
	Carol A. Wordell	Town Clerk

IN WITNESS WHEREOF, I have hereunto set my hand as of the date first written above.

TOWN OF LITTLE COMPTON, RHODE ISLAND

By: _____
Name: Mary-Jane M. Harrington
Title: Treasurer

By: _____
Name: Robert L. Mushen
Title: President of the Town Council

By: _____
Name: Carol A. Wordell
Title: Town Clerk