TOWN OF LITTLE COMPTON, RHODE ISLAND

and

RHODE ISLAND HEALTH AND EDUCATIONAL BUILDING CORPORATION

FINANCING AGREEMENT

PUBLIC SCHOOLS REVENUE BOND FINANCING PROGRAM

Dated November 19, 2013

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This FINANCING AGREEMENT, dated as of the date set forth on the cover page hereof, between the borrower set forth on the cover page of this Financing Agreement, an "educational institution", as defined in the Act, duly organized and existing under the laws of the State of Rhode Island (the "Borrower"), and the Rhode Island Health and Educational Building Corporation, a body corporate and agency of the State of Rhode Island, established and existing under and by virtue of the laws of the State of Rhode Island (the "Corporation"),

WITNESSETH:

WHEREAS, the Corporation and the Trustee entered into a Master Trust Indenture dated as of November 1, 2009, as amended by a First Supplemental Indenture dated as of April 15, 2013 (the "Master Indenture"), which authorizes one or more series of revenue bonds of the Corporation, and intends to make and enter into a Series Indenture dated December 10, 2013 (the "Series Indenture") authorizing Public Schools Revenue Bond Financing Program Revenue Bonds, Series 2013 H (Town of Little Compton Issue); and

WHEREAS, the Corporation deems it necessary and in keeping with its purposes to issue under the Master Indenture and the Series Indenture, the Bonds therein authorized for the purpose of lending to certain public schools, funds sufficient to (i) finance or refinance the costs of the Project (as this and certain other terms used herein are defined in Section 1.1 hereof), and (ii) pay the costs of issuance of the Corporation Bonds;

WHEREAS, the Borrower has requested the Corporation to finance and refinance the Project, and the Corporation has agreed, on the basis of the representations and warranties set forth herein, to make a loan or loans pursuant to Article III hereof to the Borrower to pay costs of the Project or to refund outstanding bonds or notes of the Borrower issued to finance the Project;

WHEREAS, the Borrower desires to receive such Loan upon the terms and conditions as hereinafter set forth in this Financing Agreement and has authorized the execution and delivery of the Borrower Bonds to evidence its obligation to repay such Loan; and

WHEREAS, by resolution dated October 17, 2013, the Corporation has authorized the issuance of the Corporation Bonds pursuant to the Master Indenture and the Series Indenture, all or a portion of the proceeds of which are to be applied for purposes of making the Loan to the Borrower; and

WHEREAS, the Corporation Bonds shall be special obligations of the Corporation payable solely from the revenues or other receipts, funds or moneys to be derived by the Corporation under or pursuant to this Financing Agreement and from other revenues pledged and available therefor under the Master Indenture and the Series Indenture; and

WHEREAS, pursuant to this Financing Agreement the Borrower will deliver its Borrower Bonds to the Corporation and pledge to the Corporation, to secure the payments to be made by the Borrower hereunder its General Obligation Pledge (as defined in the Master Indenture);

NOW, THEREFORE, in consideration of the premises and of the mutual representations, covenants and agreements herein set forth (including but not limited to the Corporation's agreement, subject to the conditions herein set forth, to purchase the Borrower Bonds), the Corporation and the Borrower each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. All terms which are defined in the Master Indenture or the Series Indenture shall have the same meanings, respectively, herein as such terms are given in such Indentures. In addition, as used herein, unless another meaning is specified in Exhibit C hereto, each capitalized term as used in this Financing Agreement (including the Exhibits hereto) shall have the following meanings:

"Act" means the Rhode Island Health and Educational Building Corporation Act, being and constituting Chapter 38.1 of Title 45 of the General Laws of the State of Rhode Island, as amended.

"Bond Counsel to the Corporation" means Edwards Wildman Palmer LLP.

"Borrower" means the borrower identified on the cover page of this Financing Agreement.

"Borrower Bonds" means the bonds, notes or other evidences of indebtedness, issued and delivered by the Borrower to or upon the order of the Corporation, in order to evidence the Borrower's obligation to repay the Loan, the form of which Borrower Bonds is set forth as Exhibit E hereto. If not required by law to be in the form of a bond or note certificate, the Borrower Bonds may be represented by this Financing Agreement.

"Borrower Resolution" means, collectively, the ordinances or resolutions of the Borrower authorizing the execution and delivery of this Financing Agreement, the borrowing of the Loan proceeds, and the issuance and delivery to the Corporation of the Borrower Bonds.

"Borrower Tax Certificate" means the certificate of the Borrower to be delivered pursuant to Section 3.6(C)(i) hereof and to be dated the date of delivery of the Corporation Bonds.

"Business Day" means any day which is not a Saturday, Sunday or a day on which banking institutions chartered by the State or the United States of America are legally authorized to close in the State or in the City of New York.

"Corporation" means the Rhode Island Health and Educational Building Corporation established under the Act, and any entity which may succeed to its rights and duties.

"Corporation Bonds" means the series of bonds of the Corporation issued in whole or in part to finance the Loan made hereunder, together with any bonds of the Corporation issued to refinance such bonds.

"Code" means the Internal Revenue Code of 1986 and the applicable Treasury regulations promulgated thereunder.

"Continuing Disclosure Agreement" means the Continuing Disclosure Agreement dated as of the date of issuance of the Corporation Bonds, by and among the Corporation, the Trustee and the Borrower, substantially in the form of Exhibit J hereto.

"Escrow Agreement" means the Escrow Agreement, if any, dated as of the date of issuance of the Corporation Bonds, by and between the Borrower and the escrow agent thereunder, substantially in the form of Exhibit L hereto, as such agreement may be amended from time to time in accordance with its terms.

"Existing Indebtedness" means the bonds or notes of the Borrower described in Exhibit B hereto, which bonds or notes have financed the Project, if any.

"Financing Agreement" means this Financing Agreement.

"Loan" means the loan in the Principal Amount made to the Borrower from the proceeds of the Corporation Bonds pursuant to Section 3.1(A) of this Financing Agreement.

"Master Indenture" means the Master Trust Indenture between the Corporation and the Trustee dated as of November 1, 2009, as amended by a First Supplemental Indenture dated as of April 15, 2013, pursuant to which the Corporation Bonds are to be issued, as the same may be amended and supplemented from time to time.

"Maximum Rate" means the interest rate per annum identified as such in the Schedule of Additional Provisions attached hereto as Exhibit C.

"Memorandum of Understanding" means the Second Amended and Restated Memorandum of Understanding dated September 26, 2012 by and among the Corporation and the General Treasurer and the State Controller and acknowledged by the Rhode Island Department of Elementary and Secondary Education of the State.

"Notice of Terms" means a notice substantially in the form of Exhibit I hereto, setting forth and confirming the definitive principal amounts, maturity dates and interest rates of the Borrower Bonds and certain other terms of the Loan which, to the extent such terms shall be inconsistent with the parameters set forth in this Financing Agreement, shall be subject to the approval of the Borrower.

"Principal Amount" means the original aggregate principal amount of the Loan as evidenced by the Borrower Bonds which shall be an amount equal to the total principal amount shown as payable in the Anticipated Repayment Schedule attached hereto as Exhibit D; provided

that such Loan amount may be revised to an amount not greater than the maximum amount authorized by the Borrower shown in Exhibit D by the Corporation delivering a Notice of Terms to the Borrower to reflect the final sizing of the escrow, if any, to be established to provide for the payment of the Refunded Notes, if any, and any allocation of original issue discount or bond premium allocated to the Borrower.

"Project" means "project" as defined in the Act and as it relates to the Borrower described in Exhibit A hereto and may include costs that are not eligible for reimbursement under Rhode Island General Laws Chapter 16-7.

"Proportionate Share" means the proportion that the outstanding principal amount of the Borrower Bonds bears to the outstanding principal amount of the Corporation Bonds.

"Refunded Notes" means all or a portion of the Existing Indebtedness, if any, which is to be refunded with the proceeds of the Corporation Bonds, as set forth in Exhibit B.

"State" means the State of Rhode Island and Providence Plantations.

"State Approvals" means the approval of the Board of Regents for Elementary and Secondary Education of the Project.

"Tax-Exempt Securities" means a certificate of indebtedness issued by the United States Treasury pursuant to the Demand Deposit State and Local Government Series program described in 31 CFR part 344 and any municipal bond (other than a qualified private activity bond), the interest on which is excluded from federal gross income.

"Trustee" means U.S. Bank National Association, in its capacity as Trustee under the Master Indenture and the Series Indenture, and any successor trustee in such capacity.

Section 1.2 Rules of Construction. Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of the Financing Agreement:

(A) Number. Words importing the singular number shall include the plural number and vice versa.

(B) Gender. Words importing the feminine, masculine and neuter genders shall each include correlative words of the other genders.

(C) Approvals and Consents. All approvals, consents and acceptances required to be given or made by any person or party hereunder shall be at the sole discretion of the person or party whose approval, consent or acceptance is required.

(D) References. All references herein to particular articles, sections or exhibits without reference to a specific document are references to articles or sections of or exhibits to this Financing Agreement.

(E) Headings. The captions and headings and table of contents herein are solely for convenience of reference and shall not constitute part of the Financing Agreement, nor shall they affect its meaning, construction or effect.

(F) Terms. The terms "hereby," "hereof," "hereto," herein," "hereunder" and any similar terms, as used in this Financing Agreement, refer to the Financing Agreement in its entirety and not the particular article or section of the Financing Agreement in which they appear, and the term "hereafter" means after, and the term "theretofore" means before, the date set forth on the cover page of the Financing Agreement.

Section 1.3 Exhibits and Appendices Incorporated. All exhibits and appendices to this Financing Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Financing Agreement.

ARTICLE II

REPRESENTATIONS OF THE BORROWER

Section 2.1 Representations of the Borrower. The Borrower represents and warrants as follows:

(A) Existence and Authority; Legal Power. The Borrower is an "educational institution" as defined in the Act, duly created and existing under the laws of the State and has full legal right, power and authority to (i) conduct its business and own its properties, (ii) enter into this Financing Agreement, the Escrow Agreement, if any, and the Continuing Disclosure Agreement, (iii) adopt the Borrower Resolution, (iv) issue and deliver the Borrower Bonds to the Corporation as provided herein, and (v) carry out and consummate all other transactions contemplated by each of the aforesaid documents.

(B) Delivery of Documents with Financing Agreement. The Borrower has delivered or caused to be delivered to the Corporation prior to or concurrently with the execution and delivery of this Financing Agreement: (i) a certified copy of the Borrower Resolution; (ii) a Tax Questionnaire in substantially the form of Exhibit K hereto; and (iii) an opinion of local counsel to the Borrower, dated the date of execution hereof, which shall at a minimum, contain the opinions set forth in the form attached as Exhibit G hereto. In the event that the Borrower shall wish to retain separate bond counsel, such separate bond counsel shall render an opinion in a form satisfactory to Bond Counsel to the Corporation, general counsel to the Corporation and counsel to the Underwriters (hereinafter defined) of the Corporation's Bonds.

(C) Compliance. With respect to the issuance of the Borrower Bonds, the Borrower has complied and will comply with the Borrower Resolution and with all applicable laws of the State.

(D) Reserved.

(E) Authorization. The Borrower has duly approved the execution and delivery of this Financing Agreement, the Borrower Tax Certificate, the Continuing Disclosure Agreement, the Escrow Agreement, if any, and the issuance and delivery of the Borrower Bonds in the Principal Amount and has authorized the taking of any and all action as may be required on the part of the Borrower to carry out, give effect to and consummate the transactions contemplated by each of the foregoing.

(F) Binding Obligation. This Financing Agreement has been duly authorized, executed and delivered by the Borrower and, assuming that the State Approvals have been obtained or shall be obtained prior to the date a Loan is made hereunder, and assuming due authorization and execution by the Corporation, constitutes a legal, valid and binding obligation of the Borrower enforceable in accordance with its terms, and, upon issuance and delivery thereof, the Borrower Bonds, the Escrow Agreement, if any, and the Continuing Disclosure Agreement each will have been duly executed and delivered and will constitute legal, valid and binding obligations of the Borrower. The General Obligation Pledge of the Borrower as set forth in Section 3.1(C) of this Financing Agreement is a valid and binding pledge by the Borrower. The Borrower acknowledges and agrees that the defense of sovereign immunity is not available to the Borrower in any proceedings by the Corporation or the Trustee to enforce any of the obligations of the Borrower under this Financing Agreement, the Escrow Agreement, if any, the Continuing Disclosure Agreement or the Borrower Bonds and, to the fullest extent permitted by law, the Borrower consents to the initiation of any such proceedings in any court of competent jurisdiction and agrees not to assert the defense of sovereign immunity in any such proceedings. The enforceability (but not the validity) of rights or remedies with respect to the Financing Agreement, the Escrow Agreement, if any, the Continuing Disclosure Agreement or the Borrower Bonds may be limited by bankruptcy, insolvency or other laws affecting creditors' rights or remedies heretofore or hereafter enacted.

(G) Consents and Approvals. All consents, approvals, authorizations or orders of, or filings, registrations or declarations with any court, governmental authority, legislative body, board, agency or commission which are required for the due authorization of, which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the Borrower of its obligations hereunder or under the Borrower Bonds or the consummation of the transactions contemplated hereby have been duly obtained and are in full force and effect, except for the State Approvals, which, if not already obtained, shall be obtained prior to the date a Loan is made hereunder; provided, however, the Borrower makes no representation or warranty as to any consents, approvals, authorizations, orders, filings, registrations or declarations that may be required by any federal or state securities law.

(H) No Litigation. There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Borrower, threatened against the Borrower, nor is there any basis therefor, (i) affecting the creation, organization or existence of the Borrower or the title of its officers to their respective offices, (ii) seeking to prohibit, restrain or enjoin the execution of this Financing Agreement, the Borrower Tax Certificate, the Escrow Agreement, if any, the Continuing Disclosure Agreement or the issuance or delivery of the Borrower Bonds, (iii) in any way contesting or affecting the validity or enforceability of the Borrower Resolution, the Borrower Bonds, this Financing

Agreement, the Escrow Agreement, if any, the Continuing Disclosure Agreement or any agreement or instrument relating to any of the for or used or contemplated for use in the consummation of the transactions contemplated by any of the foregoing, or (iv) that might result in a material adverse change in the condition (financial or otherwise), properties, business or affairs of the Borrower.

(I) No Violation. The Borrower is not in any material respect in breach of or in default under any law or administrative regulation of the State or The United States of America applicable to the Project, the Borrower Bonds, or this Financing Agreement or any judgment or decree or any agreement or other instrument applicable to the Project, the Borrower Bonds, or this Financing Agreement to which the Borrower is a party or by which it or any of its properties is bound, and no event has occurred which with the passage of time the giving of notice or both would constitute such a breach or default under any agreement relating to the Project, the Borrower Bonds or this Financing Agreement; and the execution and delivery of this Financing Agreement, the Escrow Agreement, if any, the Continuing Disclosure Agreement and the issuance and delivery of the Borrower Bonds and the adoption of the Borrower Resolution and compliance with the respective provisions thereof will not conflict with or constitute a breach of or default under any applicable law or administrative regulation of the State or The United States of America or any applicable judgment or decree or any agreement or other instrument to which the Borrower is a party or by which it or any of its property is bound.

(J) Borrower Bonds. When issued and delivered, the Borrower Bonds will constitute validly issued, legally binding general obligations of the Borrower secured by a pledge of the faith and credit of the Borrower and all the real property within the Borrower which is subject to taxation by the Borrower is subject to the levy of ad valorem taxes (without limitation as to rate or amount) to pay the principal of and interest on the Borrower Bonds; provided, however, that the enforceability (but not the validity) of the Borrower Bonds may be limited by bankruptcy, insolvency, or other laws affecting creditors' rights or remedies heretofore or hereafter enacted.

(K) Borrower Resolution. The Borrower Resolution has been duly adopted by the Borrower and remains in full force and effect as of the date of execution hereof.

(L) Authority to Act. The Borrower has full legal right and authority and all necessary licenses and permits required as of the date hereof to own the Project, to carry on its activities relating thereto, to undertake and complete the Project, to refund the Refunded Notes, if any, and to carry out and consummate all transactions contemplated by this Financing Agreement, the Escrow Agreement, if any, and the Continuing Disclosure Agreement.

(M) Project. The description of the Project set forth in Exhibit A is an accurate description of the Project. The Project is a "project" and the portion of the Project for which the Borrower is seeking State Housing Aid reimbursement is a “school housing project” as defined in the Act.

(N) Proceeds Compliance. The Borrower will not take or omit to take any action which action or omission will in any way cause the proceeds of the Corporation Bonds advanced

to it to be applied in a manner contrary to that provided in the Master Indenture and the Borrower Tax Certificate as each are in force from time to time.

(O) Tax Compliance. The Borrower has not taken and will not take any action, and knows of no action that any other person, firm or corporation has taken or intends to take, which would cause interest on the Corporation Bonds to be includable in the gross income of owners thereof for federal income tax purposes.

(P) No Default. The Borrower is not in default under any loan agreement, note, bond, mortgage or other instrument evidencing or securing indebtedness.

(Q) Refunding Approvals. All consents, authorizations and approvals with respect to the refunding of the Refunded Notes, if any, have been duly obtained.

(R) Refunded Notes. Except as otherwise provided in Exhibit B hereto, as of the date of delivery of this Financing Agreement to the Corporation, the Borrower has applied the full amount of the proceeds of the Refunded Notes, if any, to the costs of the Project.

(S) Disclosure Correct and Complete. The information supplied by the Borrower to the Corporation for inclusion in the official statement or other disclosure material with respect to the Corporation Bonds does not contain any untrue statement of a material fact or omit 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.

(T) Accuracy of Certain Information. The Borrower acknowledges that it has supplied to the Corporation the information set forth in Exhibit B hereto with regard to the applicable aid ratio and the remaining term for amortization on all of the Existing Indebtedness, if any, and assumes full responsibility for the accuracy of such information. The Borrower also acknowledges that such information will be utilized and relied upon by the Corporation in structuring the terms of the Corporation Bonds and the Loan to the Borrower and that the Corporation makes no representations or warranties regarding the accuracy of such information or the amount of State Housing Aid and State Basic Education Aid that is expected to be apportioned to the Borrower in connection with the Loan made hereunder.

(U) Representations Complete. All representations made herein by the Borrower are true, complete and accurate as of the execution date of this Financing Agreement and will be true, complete and accurate as of the date of the making of the Loan hereunder.

ARTICLE III

LOAN PROVISIONS

Section 3.1 Loan Clauses.

(A) Loan Consummation. Subject to the conditions and in accordance with the terms of this Financing Agreement, the Corporation hereby agrees to make the Loan and the Borrower

hereby agrees to accept and repay the Loan in an aggregate principal amount of up to the Principal Amount at a net interest cost not to exceed the Maximum Rate. Pursuant to Section 3.6 and as evidence of the Loan made to the Borrower, the Borrower hereby agrees to issue to or upon the order of the Corporation, and to deliver to or upon the order of the Corporation, the Borrower Bonds in an aggregate principal amount of up to the Principal Amount, bearing interest at rates not exceeding the Maximum Rate and expected to mature at the times and in the amounts set forth in Exhibit D hereto in accordance with the Borrower Resolution and laws applicable to the issuance of the Borrower Bonds. Subject to the provisions of this Article III, the definitive terms of the Loan and the Borrower Bonds shall be as set forth in the Notice of Terms (a form of which is attached hereto as Exhibit I) delivered by the Corporation to the Borrower.

(B) Payment to Trustee. In order to ensure compliance with Section 16-7-41 of the Rhode Island General Laws and the Memorandum of Understanding, the Master Indenture provides for separate Debt Service Accounts to be established by each Series Indenture with respect to each Borrower for whose benefit such series of Corporation Bonds is issued. Within each such Debt Service account shall be established a Borrower Payment Subaccount, a State Payment Subaccount and a State Basic Education Aid Subaccount. Investment earnings on the State Housing Aid deposited in the State Payment Account in the Applicable Debt Service Account shall accrue to the benefit of the State and shall be paid to the State. Investment earnings on the State Basic Education Aid deposited in the State Basic Education Aid Subaccount in the Applicable Debt Service Account shall be credited toward the Borrower's obligation to pay its portion of the next succeeding Borrower Bond Debt Service. The Borrower shall appropriate and pay the full (gross) debt service payment and, subject to the Trustee's receipt of the State Housing Aid and State Basic Education Aid, any amounts paid by the Borrower and held by the Trustee in the Borrower Payment Subaccount of the Applicable Debt Service Account after the next succeeding payment date for the Corporation's Bonds shall be paid by the Trustee to the Borrower as set forth below. On the dates set forth in Schedule A to Exhibit I (Notice of Terms), commencing on the date set forth in Schedule A to Exhibit I, the Borrower shall deposit with the Trustee for deposit in the applicable Borrower Payment Subaccount the full amount of the payment due on the Borrower Bonds on such dates, respectively. Any balance in the Borrower Payment Subaccount of the Applicable Debt Service Account on the first Business Day after the immediately succeeding interest payment date for the Corporation Bonds shall be paid to the Borrower including amounts transferred pursuant to Sections 3.3(B) and 3.4(A) hereof.

(C) Pledge and Acknowledgment. The Borrower hereby gives its General Obligation Pledge to cover the payments required hereunder. The Borrower hereby acknowledges that State Housing Aid payable by the State to cover the State's Portion of such amounts shall be paid directly to the Trustee as provided in Chapter 7 of Title 16 and the Memorandum of Understanding and that upon the occurrence of any Event of Default hereunder all State Housing Aid and State Basic Education Aid, including aid for bonds, notes or other evidences of indebtedness issued prior to or subsequent to the date hereof shall be paid to the Corporation or to the Corporation's designee. Such General Obligation Pledge shall be irrevocable and shall continue until the date on which the liabilities of the Corporation and the Borrower with respect to the Project have been discharged and the Proportionate Share of the Corporation Bonds have been paid or otherwise discharged.

Section 3.2 Other Amounts Payable.

(A) The Borrower hereby expressly agrees to pay:

(i) Upon the issuance and sale of the Corporation Bonds, the initial financing fee and the Borrower's Proportionate Share (or such other portion thereof as shall be agreed upon by the Borrower and the Corporation) of the costs and expenses of the Corporation in the preparation, sale and delivery of the Corporation Bonds, the preparation and delivery of any legal instruments and documents necessary in connection herewith and therewith and their filing and recording, if required, and all taxes and charges payable in connection with any of the foregoing, all as specified in the Notice of Terms. Such costs shall be payable from proceeds of the Corporation Bonds or from such other sources identified in Exhibit C hereto and shall be in the amount specified in the Notice of Terms, subject to the limit set forth in Exhibit C;

(ii) When due, other costs of issuance payable to consultants and attorneys utilized by the Borrower, if any, in connection with the issuance of the Borrower Bonds as set forth in the Notice of Terms; and

(iii) As such expenses are incurred, subject to appropriation by the Borrower, the amount of any Corporation expenses (including but not limited to investment losses and the reasonable fees and expenses of the Corporation, the Trustee, the owners of Corporation Bonds, and attorneys representing any of the foregoing) incurred as a result of the Borrower's failure to make any payment on the Borrower Bonds when due or failure to otherwise comply with the terms of this Financing Agreement or the Borrower Bonds.

(B) Indemnification. To the extent permitted by law, the Borrower agrees to indemnify, defend and hold harmless the Corporation and each member, officer and employee of the Corporation against any and all liabilities, losses, costs, damages or claims, and shall pay any and all judgments or expenses of any and all kinds or nature and however arising, imposed by law, including interest thereon, which it or any of them may sustain, be subject to or be caused to incur by reason of any claim, action, suit, charge or proceeding arising from or out of (1) this Financing Agreement, the Loan and the Project financed hereby based on information furnished by the Borrower or actions or inactions of the Borrower in connection therewith, (2) any failure by the Borrower to deliver the Borrower Bonds to the Corporation or (3) any allegation that an official statement, prospectus, placement memorandum or other offering document prepared in connection with the sale and issuance of the Corporation Bonds contained an untrue or misleading statement of a material fact obtained from the Borrower relating to the Borrower or the Project, or omitted to state a material fact relating to the Borrower or the Project necessary in order to make the statements made therein in light of the circumstances under which they were made not misleading; provided, however, that neither the Corporation nor a member, officer or employee of the Corporation shall be released, indemnified or held harmless from any claim for damages, liability, loss, cost, damage, judgment or expense arising out of the gross negligence or willful misconduct of the Corporation, such member, officer or employee.

The Corporation agrees to give the Borrower prompt notice in writing of the assertion of any claim or the institution of each such suit, action or proceeding described above and to cooperate with the Borrower in the investigation of such claim and the defense, adjustment, settlement or compromise of any such action or proceeding. The Corporation shall not settle any such suit, action or proceeding without the prior written consent of counsel to the Borrower.

Except as provided in the following paragraph of this Section, the Borrower, at its own cost and expense, shall defend any and all suits, actions or proceedings which may be brought or asserted against the Corporation, its members, officers or employees for which the Borrower is required to indemnify the Corporation or hold the Corporation harmless pursuant to the first paragraph of this Section, but this provision shall not be deemed to relieve any insurance company which has issued a policy of insurance as may be provided for herein from its obligation to defend the Borrower, the Corporation and any other insured named in such policy of insurance in connection with claims, suits or actions covered by such policy.

The Corporation and each member, officer or employee thereof shall, at the cost and expense of the Borrower, be entitled to employ separate counsel in any action or proceeding arising out of any alleged act or omission which occurred or is alleged to have occurred while the member, officer or employee was acting within the scope of his or her employment or duties in connection with the financing or refinancing of the Project, and to conduct the defense thereof, in which (i) the counsel to the Borrower determines, based on his or her investigation and review of the facts and circumstances of the case, that the interests of such person and the interests of the Borrower are in conflict, or in the event such counsel determines that no conflict exists, a court of competent jurisdiction subsequently determines that such person is entitled to employ separate counsel, or (ii) such person may have an available defense which cannot as a matter of law be asserted on behalf of such person by the Borrower or by counsel employed by it, or (iii) such person may be subject to criminal liability, penalty or forfeiture, or (iv) the Borrower has consented to the employment of separate counsel or the counsel retained by the Borrower pursuant to this paragraph B is not reasonably acceptable to the Corporation, provided, however, that the Borrower shall not be liable for attorneys' fees of separate counsel so retained or any other expenses incurred in connection with the defense of an action or proceeding described in clause (iii) of this paragraph, unless the member, officer or employee shall have prevailed on the merits or such action or proceeding was dismissed or withdrawn, or an adverse judgment was reversed upon appeal, and such action or proceeding may not be recommenced. Attorney's fees of separate counsel retained in accordance with this paragraph shall be paid only upon the audit of an appropriate Borrower officer.

Section 3.3 Redemption of Borrower Bonds.

(A) Redemption Provisions. The Borrower Bonds shall be subject to redemption prior to maturity in accordance with the Exhibit C and the Notice of Terms. The Borrower shall not, without the prior written consent of the Corporation, redeem prior to maturity any of the Borrower Bonds prior to the date on which any corresponding outstanding Corporation Bonds are redeemable.

The Borrower shall give notice of redemption of any Borrower Bonds to the Corporation and the Trustee at least sixty (60) days and not more than seventy-five (75) days prior to the date fixed for redemption of the Borrower Bonds. Unless waived by the Corporation (or the successor registered owners of the Borrower Bonds), the Borrower shall also publish a notice of redemption of the Borrower Bonds at least fifteen (15) days prior to the date of redemption in a daily newspaper of general circulation in the State and in an Authorized Newspaper, as defined in the Master Indenture.

(B) Application of Excess Proceeds. (i) The Borrower expressly acknowledges and agrees that, pursuant to Section 5.04(4) of the Master Indenture, with respect to any unspent proceeds remaining in an Applicable Construction Account established for the Borrower after completion of the Projects, that such moneys shall be paid by the Trustee, first, to the Applicable Arbitrage Rebate Account established for the Borrower to the extent required by Section 148 of the Code and any remainder to the Borrower Payment Account in the Applicable Debt Service Account established for the Borrower, as set forth in Section 5.04(4) of the Master Indenture; (ii) the Borrower expressly acknowledges and agrees that, with respect to any remaining unspent proceeds of any Refunded Notes, either (a) such proceeds are required for the completion of the Project and the Borrower will, prior to issuance of the Corporation Bonds, on or before the date specified by the Corporation, transfer any remaining unspent proceeds of the Refunded Notes to a separate fund or account and invest such proceeds in Tax-Exempt Securities or (b) the Borrower shall apply any remaining unspent proceeds of any Refunded Notes to be used to make the next succeeding debt service payments on any Refunded Notes, and the Corporation Bonds do not refund that portion of any Refunded Notes.

(C) Costs. The Borrower shall pay all costs and expenses of the Corporation in effecting the redemption of any Corporation Bonds prior to maturity that are so redeemed due to the redemption prior to maturity of any Borrower Bonds of the Borrower, including any difference in the amount of interest due on the Borrower Bonds and the amount of interest due on the Corporation Bonds.

Section 3.4 Deposit of Loan Proceeds.

(A) To the extent the proceeds of the Loan are to be used to pay Costs of the Projects or costs of issuance of Corporation Bonds or Borrower Bonds or any amounts payable to the Corporation under this Financing Agreement, the portion of the proceeds to be so used shall be held on deposit with the Trustee for the account of the Borrower. Amounts so deposited shall be invested and disbursed at the direction of the Corporation in accordance with the Master Indenture and the Series Indenture.

Investment earnings on such amounts shall accrue to the benefit of the Borrower and shall be transferred semi-annually commencing on October 1, 2014 to the Borrower Payment Subaccount of the applicable Debt Service Account established for the Borrower.

(B) To the extent the proceeds of the Loan are to be used to refund any Refunded Notes, the Corporation shall direct the Trustee to deposit the portion of the proceeds to be so used with the paying agent for the Refunded Notes, from which disbursements shall be made in accordance with the Escrow Agreement, if any.

Section 3.5 Effective Date and Term. The date of this Financing Agreement is for reference purposes only and this Financing Agreement shall become effective upon the date of execution and delivery hereof by the parties hereto, shall remain in full force and effect from such date and shall expire on such date as all Corporation Bonds shall be discharged and satisfied in accordance with the provisions thereof and all obligations of the Borrower to the Corporation hereunder are satisfied.

Section 3.6 Execution and Delivery of Borrower Bonds and Other Documents.

(A) Execution and Delivery of Documents Upon Sale of Corporation Bonds. On or prior to the date of sale of the Corporation Bonds, the Borrower agrees to deliver to the Corporation:

(i) a letter of representation in the form attached hereto as Exhibit M; and

(ii) such other documents, instruments and certificates as the Corporation may reasonably require in connection with sale of the Corporation Bonds.

(B) Execution and Delivery of Borrower Bonds. At least five Business Days prior to the authentication by the Trustee and delivery of Corporation Bonds and in order to evidence the obligation of the Borrower to the Corporation to repay the Loan financed with proceeds of the Corporation Bonds, the Corporation and the Borrower agree that the Borrower will execute and deliver to the Trustee its Borrower Bonds, to be held in escrow pending delivery of the Corporation Bonds. Such Borrower Bonds shall be substantially in the form of Exhibit E hereto, with such changes, deletions and additions as are necessary to conform with the terms of the Corporation Bonds and as have been agreed to by the Corporation, and shall:

(i) provide for payments of principal, premium, if any, and interest sufficient in the aggregate to make all payments of principal, premium, if any, and interest on the Proportionate Share of the Corporation Bonds due on any date;

(ii) contain redemption provisions, including premium, if any, or provisions with respect to amortization of principal, together with premium, if any, consistent with the provisions contained in Exhibit C and the Notice of Terms; and

(iii) require that all payments of principal of or premium, if any, and interest on the Borrower Bond or Bonds be made to the Trustee in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, and that each payment be made in funds available on or before the payment dates set forth in Exhibit C.

(C) Execution and Delivery of Closing Documents. The Borrower further agrees to deliver to the Corporation, concurrently with the delivery of such Borrower Bonds:

(i) a Borrower Tax Certificate in a form acceptable to the Corporation and its bond counsel;

(ii) if the Borrower Bonds are authenticated, a certificate as to authentication of the Borrower Bonds (authenticated Borrower Bonds are not required by the Corporation unless the Borrower Resolution or local law requires authentication);

(iii) a closing certificate substantially in the form of Exhibit H hereof as to confirmation of certain matters set forth in this Financing Agreement, signatures and incumbency of authorized signatories, delivery and payment of the Borrower Bonds and certain other matters;

(iv) an opinion of local counsel to the Borrower, dated the date of issuance of the Corporation Bonds, substantially in the form of Exhibit G hereto unless the Borrower has retained separate bond counsel, in which case such separate bond counsel shall render an opinion in form and substance satisfactory to Bond Counsel to the Corporation, the Corporation's general counsel and counsel to the Underwriters (hereinafter defined) of the Corporation's Bonds;

(v) a Continuing Disclosure Agreement;

(vi) an Escrow Agreement, if any; and

(vii) such additional certificates, documents and opinions as may be reasonably requested by the Corporation.

The obligation of the Corporation to issue, deliver and sell the Corporation Bonds and to make the Loan are conditioned upon the delivery of the opinions, certificates and documents required by this Section 3.6, in form and substance satisfactory to the Corporation and the receipt of the State Approvals. With respect to such opinions, certificates and documents the forms of which are appended hereto, the Borrower hereby acknowledges that it and its local counsel/solicitor reviewed such forms and the Borrower hereby agrees to deliver or cause to be delivered such items in the forms appended hereto (except for the insertion of the appropriate names and titles).

(D) Corporation's Obligation to Make the Loan. The Borrower acknowledges that the Corporation's commitment to make the Loan shall be solely from the proceeds of the Corporation Bonds. In accordance therewith, the obligation of the Corporation to make the Loan is subject to purchase of the Corporation Bonds (i) in the case of a negotiated sale, by the Underwriters (hereinafter defined) pursuant to a bond purchase agreement between the Corporation and the underwriter identified therein (the "Underwriters") and (ii) in the case of a competitive sale, pursuant to a notice of sale and the winning bid submitted pursuant thereto by the purchasers identified in such winning bid (also the "Underwriters"). In the event that the

Underwriters do not purchase the Corporation Bonds, then upon written notice delivered to the Borrower by the Corporation, the Corporation may terminate both its obligation to make the Loan and the obligation of the Borrower to deliver the Borrower Bonds upon the terms set forth in this Financing Agreement, provided that the Borrower's obligation to pay its Proportionate Share of costs and expenses related to preparation of the preliminary and/or final official statement(s) relating to the Corporation Bonds shall survive any such termination, provided, however, that the Borrower shall be entitled to reimbursement for all or a portion of such costs to which the Corporation is entitled under a bond purchase agreement or winning bid, and which the Corporation actually recovers from the Underwriters as a result of the Underwriters' failure to purchase the Corporation Bonds.

Section 3.7 Trustee; Investment of Loan Proceeds and Borrower Bond Prepayments. The Borrower hereby authorizes the Trustee to invest, in accordance with instructions of the Corporation and laws governing the investments of the Corporation and the Borrower, amounts that are held by the Trustee for the account of the Borrower in accordance with the provisions of the Master Indenture. The Borrower hereby acknowledges that the Corporation and the Trustee shall not be liable or responsible for any loss, direct or indirect, resulting from any investment authorized by the Master Indenture and this Financing Agreement or from the redemption, sale or maturity of any such investment as therein authorized or from any depreciation in value of any such investment. Interest earnings shall be applied in accordance with Sections 3.1(B), 3.3(B), 3.4(A) and 3.10 hereof.

Section 3.8 Commitment to Proceed with Loan; Agreement to Pay Proportionate Share of Certain Expenses. The Borrower hereby commits to participate as a borrower of a principal amount not to exceed the maximum principal amount authorized by the Borrower Resolution or the maximum amount shown on Exhibit D from the bond proceeds from the Corporation Bonds. The terms of the Borrower Bonds issued by the Borrower to evidence its obligation to repay the Loan are to be as set forth in this Financing Agreement and in the Notice of Terms attached hereto as Exhibit I.

In order to induce the Corporation to make the Loan from the proceeds of the Corporation Bonds, the Borrower hereby:

(1) represents that (i) it has provided information concerning the Borrower for inclusion in the Corporation's offering document and tax information, including any supplemental information provided to the Corporation on or before the date of this Financing Agreement, (ii) such information was true and complete in all material respects as of its date, (iii) there have been no material adverse changes in such information, and (iv) this information may be relied upon by the Corporation and its Underwriters in connection with the issuance of the Corporation Bonds.

(2) agrees that it will accept the Loan hereunder in accordance with the terms to be specified by the Corporation in the Notice of Terms; provided that such Notice of Terms shall include terms to the following effect:

(i) except to the extent that the Borrower otherwise agrees (as evidenced by its acceptance of a Notice of Terms containing different maturity dates and principal amounts), maturity dates and principal amounts as set forth in Exhibit D to the Financing Agreement with only such changes, if any, as are required to attain compliance with amortization provisions of any general or special law pursuant to which the Borrower Bonds are issued or to allocate original issue discount or bond premium to the Borrower (and, in the case of any portion of a Loan made for the purpose of refunding Existing Indebtedness, as may be required to reflect the final size of any required escrow);

(ii) a net interest cost and an interest rate on each Borrower Bond not to exceed the Maximum Rate;

(iii) the amount of the initial financing fee, which shall not exceed the amount set forth in Exhibit C hereto;

(iv) redemption provisions for the Borrower Bonds consistent with the terms described in Exhibit C hereto; and

(v) no term that would require the delivery of Borrower Bonds that are in conflict with the laws of the State or the Borrower Resolution.

(3) agrees that in the event the Corporation is unable to issue the Corporation Bonds, the Borrower will pay an amount equal to what would have been such Borrower's Proportionate Share (had it delivered the Borrower Bonds) of the costs and expenses incurred by the Corporation to provide for the issuance of the Corporation Bonds provided, however, that the Borrower shall be entitled to reimbursement for all or a portion of such costs to which the Corporation is entitled under a bond purchase agreement or winning bid, and which the Corporation actually recovers from the Underwriters as a result of the Underwriters' failure to purchase the Corporation Bonds, and shall have full responsibility for paying the fees and expenses of any consultants or attorneys retained by the Borrower in connection with the issuance of the Borrower Bonds.

(4) agrees that in the event that the Borrower fails to deliver its Borrower Bonds in accordance with this Financing Agreement, it will pay an amount equal to the payment that would have been its Proportionate Share (had it delivered the Borrower Bonds) of (1) any costs of issuance that, in the reasonable judgment of the Corporation would have been allocable to the Borrower had it delivered its Borrower Bonds as required by this Financing Agreement; and (2) any other costs and expenses incurred by the Corporation as a result of the failure of such Borrower to deliver its Borrower Bonds. The Borrower shall have full responsibility for paying the fees and expenses of any consultants or attorneys retained by the Borrower in connection with the issuance of the Borrower Bonds.

Section 3.9 Authorization to Acquire Investments under Escrow Agreement, if any. The Borrower hereby authorizes the Corporation to acquire the investments required by and to be held by the escrow agent under the Escrow Agreement, if any, including forward purchase

contracts. Such investments shall be permitted investments pursuant to Rhode Island General Laws Section 45-12-5.2 or any other applicable general or special law.

Section 3.10 Application of Interest Earnings. The Corporation agrees that it will cause to be deposited in the Debt Service Fund the interest earned and paid on the investment of moneys in the Debt Service Fund and the Construction Fund. Pursuant to Section 5.05(2) of the Master Indenture, the Corporation hereby agrees that, so long as no event of default has occurred under this Financing Agreement, the Corporation shall direct the Trustee to pay to the Borrower semi-annually the excess amounts (as determined by the Corporation) in the Borrower Payment Subaccount of the Applicable Debt Service Account in the Debt Service Fund described in Section 5.05(2) of the Master Indenture.

ARTICLE IV

GENERAL PROJECT CONDITIONS COVENANTS AND REPRESENTATIONS

Section 4.1 Compliance with Laws and Agreements.

(A) Compliance. The Borrower agrees that the Project shall at all times during the term of any Loan be in compliance, in all material respects, with applicable federal and State laws and regulations. The Borrower will at all times construct and operate (or cause to be constructed and operated) the Project, in material compliance with all applicable federal, State and local laws, ordinances, rules, regulations and the Financing Agreement, and with all other applicable laws and regulations to the extent necessary to ensure the availability of the Project for its intended purposes and to ensure the safety of the public in connection with the Project.

(B) Program Restrictions. Title 16, Chapters 7 and 7.2 of the Rhode Island General Laws includes conditions of, and restrictions on, the receipt of State Housing Aid and State Basic Education Aid. Under current law, school housing project costs shall include the cost of interest payments on any bond issued after July 1, 1988, provided that such bond is approved by the voters on or before June 30, 2003 or issued by a municipal public building authority or by the appropriate approving authority on or before June 30, 2003. For those projects approved after June 30, 2003, interest payments may only be included in project costs provided that the bonds for these projects are issued through the Rhode Island Health and Educational Building Corporation. School housing project costs shall exclude: (1) any bond issuance costs incurred by the municipality or regional school district; (2) demolition costs for buildings, facilities, or sites deemed surplus by the school committee; and (3) restrictions pursuant to Rhode Island General Laws Section 16-7-44.1. A building, facility, or site is declared surplus by a school committee when the committee no longer has such building, facility, or site under its direct care and control and transfers control to the municipality. The term of any bond, or capital lease shall not be longer than the useful life of the project and these instruments are subject to the public review and voter approval otherwise required by law for the issuance of bonds or capital leases. Cities or towns issuing bonds, or leases issued by municipal public buildings authorities for the benefit of a local community pursuant to chapter 50 of title 45 shall not require voter approval. State Housing Aid shall not be provided for the purchase of furniture, fixtures and equipment except in the case of a project to construct a new school or new school addition that is also

supported by a general obligation or lease revenue bond. State Housing Aid shall not be provided for projects supported by capital lease agreements that: (1) are not lease purchase agreements; (2) do not demonstrate a direct benefit to the school or are not located on school property; and (3) do not exclude all non-capital costs such as maintenance costs prior to the request for reimbursement. If at any time during the term of the Borrower Bond, the Project fails to qualify for State Housing Aid, the General Obligation Pledge of the Borrower shall remain in full force and effect and the Borrower shall continue to pay the full amount of the Loan and the full amount of the principal, premium, if any and interest on the Borrower Bonds. The Corporation and the Borrower acknowledge that payments of State Housing Aid and State Basic Education Aid by the State are subject to the annual appropriation of funds by the State for such purpose and that in the event the State should fail to appropriate State Housing Aid for the Project, the Borrower is required to pay the full amount of the Loan and the full amount of the principal, premium, if any, and interest on the Borrower Bonds. In the event that the Borrower fails to pay such amounts, the Corporation may take steps under the Memorandum of Understanding to have all State Housing Aid, including aid for bonds, notes or other evidence of indebtedness issued prior to or subsequent to the date hereof, and State Basic Education Aid, to be paid to the Corporation or to the Corporation's designee in satisfaction of the Loan and the Borrower Bonds.

Section 4.2 No Warranty Regarding Condition, Suitability or Cost of Project. The Corporation makes no warranty, either express or implied, as to the Project or its condition or that it will be suitable for the Borrower's purposes or needs, or that the proceeds of the Loan will be sufficient to pay the costs of the Project. Nothing in this Financing Agreement shall relieve the Borrower of its responsibility to properly plan, design, build and effectively operate and maintain the Project as required by laws, regulations and permits. The Borrower acknowledges and agrees that the Corporation or its representatives are not responsible for increased costs resulting from defects in the plans, design drawings and specifications or other Project documents. Nothing in this section prohibits the Borrower from requiring more assurances, guarantees, or indemnity or other contractual requirements from any party performing work on the Project.

Section 4.3 Construction of Project.

(A) Construction. To the extent, if any, that the Project is not yet complete, the Borrower agrees to diligently pursue the expeditious completion of the Project.

(B) Completion Certificate. To the extent, if any, that the Project is not yet complete, the Borrower shall deliver to the Corporation a certificate of the Borrower stating that the Project has been completed in accordance with this Financing Agreement within seven (7) Business Days following such completion.

Section 4.4 Accounting and Records.

(A) Access to Records. The Borrower agrees: (i) to permit the Board of Regents for Elementary and Secondary Education and the Corporation, or their authorized representatives to

review or audit all records relative to the Project and the Existing Indebtedness; and (ii) to promptly fulfill information requests by any of them or their authorized representatives.

(B) Record Retention. The Borrower agrees to retain all files and records relating to the construction of the Project for at least six (6) years after Project completion the Borrower and the Corporation agree to retain all other files and records relating to the Loan and Borrower Bonds for the term of this Financing Agreement. Said records shall be retained at least as long as required by Internal Revenue Service regulations and rulings.

Section 4.5 Remediation. The Borrower agrees to rectify promptly any breach of this Article IV with or without notice from the Corporation.

ARTICLE V

COVENANTS

Section 5.1 Application of Loan Proceeds. The Borrower shall apply the proceeds of the Loan solely to finance Project costs or to refund the Refunded Notes, if any, as provided in the Escrow Agreement, if any, and to pay costs of issuance as set forth in Schedule A to Exhibit I.

Section 5.2 Tax Covenant. The Borrower covenants that it shall not take any action or inaction, nor fail to take any action or permit any action to be taken, with respect to the Project or the portion of the proceeds of the Corporation Bonds made available to it as part of the Loan including amounts treated as proceeds of the Corporation Bonds for any purpose of Section 103 of the Code, if any such action or inaction would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Corporation Bonds under Section 103 of the Code. This provision shall control in case of conflict or ambiguity with any other provision of this Financing Agreement. Without limiting the generality of the foregoing, the Borrower covenants that it will comply with the instructions and requirements of the Borrower Tax Certificate, which is incorporated herein as if fully set forth herein. The Borrower covenants that it shall not take any action or inaction, nor fail to take any action or permit any action to be taken, if any such action or inaction, which, assuming the Borrower Bonds were issued as bonds the interest on which is excluded from gross income for federal income tax purposes under Section 103 of the Code, would cause the Borrower Bonds to be "private activity bonds," "private loan bonds," "arbitrage bonds" or "prohibited advance refunding bonds" within the meaning of Sections 141, 148 or 149 of the Code. The Borrower (or any related party within the meaning of Treasury Regulation Section 1.150-1(b)) shall not, pursuant to an arrangement, formal or informal, purchase Corporation Bonds in an amount related to the amount of any obligation to be acquired from the Borrower by the Corporation. The Borrower will, on a timely basis, provide the Corporation with all necessary information to enable the Corporation to comply with the arbitrage and rebate requirements of the Code.

Section 5.3 [Reserved].

Section 5.4 Payment of Borrower Bonds. The Borrower covenants and agrees that it shall duly and punctually pay or cause to be paid the principal installments or redemption price of its Borrower Bonds and the interest thereon, at the dates and places and in the manner stated in such Borrower Bonds and in accordance with Section 3.1 hereof and that such obligation shall not be subject to any defense (other than payment) or any rights of setoff, recoupment, abatement, counterclaim or deduction and shall be without any rights of suspension, deferment, diminution or reduction it might otherwise have against the Corporation, the Trustee or the owner of any Corporation Bond.

Section 5.5 Actions Regarding State Housing Aid and State Basic Education Aid. The Borrower covenants and agrees that it shall submit to the State all documentation required by the State as a condition to the payment of any State Housing Aid and, if applicable, State Basic Education Aid, in sufficient time to permit such aid to be paid to the Trustee, as the Corporation's designee, on its scheduled payment date.

ARTICLE VI

DEFAULTS

Section 6.1 Defaults. An "event of default" or a "default" shall mean, whenever they are used herein, any one or more of the following events:

(a) Failure by the Borrower to pay or cause to be paid when due the amounts to be paid under the Borrower Bonds;

(b) Failure by the Borrower to pay or to cause to be paid when due any other payment required to be made hereunder which failure continues for a period of thirty (30) days after payment thereof was due, provided that written notice thereof shall have been given to the Borrower not less than thirty (30) days prior to the due date thereof;

(c) Failure by the Borrower to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraphs (a) and (b) of this Section, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower by the Corporation or such longer period, as is required to cure such default, if by reason of the nature of such failure the same cannot be remedied within such thirty (30) day period and the Borrower has within such thirty (30) day period commenced to take appropriate actions to remedy such failure and is diligently pursuing such actions;

(d) Any representation or warranty of the Borrower contained herein shall have been at the time it was made untrue in any material respect; or

(e) The Borrower shall generally not pay its debts as such debts become due, or shall admit in writing its inability to pay its debts generally, or shall make a general assignment for the benefit of creditors; or any proceeding shall be instituted by or against the Borrower seeking to adjudicate it a bankrupt or insolvent, or seeking liquidation, winding up, reorganization,

arrangement, adjustment, protection, relief, or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, or other similar official for it for any substantial part of its property; or the Borrower shall authorize any of the actions set forth above in this subparagraph (e).

ARTICLE VII

REMEDIES

Section 7.1 Remedies. Whenever any event of default referred to in Section 6.1 hereof shall have happened and be continuing, the Corporation may take whatever action at law or in equity may appear necessary or desirable to collect the payments then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Borrower hereunder, including requiring payment to the Trustee of any public funds otherwise payable to the Borrower by the State as provided in the Memorandum of Understanding, the exercise of any remedy authorized by the Rhode Island General Laws with respect to obtaining payment on the Borrower Bonds and any other administrative enforcement action and actions for breach of contract.

Section 7.2 No Remedy Exclusive. No remedy herein conferred upon or reserved hereunder is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Corporation to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

Section 7.3 Waiver and Non-Waiver. In the event any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. No delay or omission by the Corporation to exercise any right or power accruing upon default shall impair any right or power or shall be construed to be a waiver of any such default or acquiescence therein.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given, and shall be deemed given, when delivered in writing to the address or telecopier number (if expressly permitted in the provision requiring such communication) of the identified party or parties set forth below:

(A) Corporation:

Rhode Island Health and Educational Building Corporation
170 Westminster Street, Suite 1200
Providence, Rhode Island 02903

(B) Trustee:

U.S. Bank National Association
Corporate Trust Department
One Federal Street, 3rd Floor
Boston, Massachusetts 02110
Attention: David Doucette, Vice President

(C) Borrower: to the address specified in Exhibit C hereto.

Any of the foregoing parties may designate any further or different addresses or telecopier numbers to which subsequent notices, certificates or other communications shall be sent by notice in writing given to the others.

Section 8.2 Binding Effect. Upon execution and delivery by the Borrower and the Corporation, this Financing Agreement shall inure to the benefit of and shall be binding upon the Corporation and the Borrower and their respective successors and assigns.

Section 8.3 Severability. In the event that any provision of this Financing Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

Section 8.4 Amendments, Supplements and Modifications. This Financing Agreement shall not be amended, supplemented or modified except by a written instrument executed by the Corporation and the Borrower and, if such amendment occurs after the issuance of the Corporation Bonds, upon the Corporation's compliance with the provisions of Section 7.10 of the Master Indenture.

Section 8.5 Execution in Counterparts. This Financing Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 8.6 Applicable Law. This Financing Agreement shall be governed by and construed in accordance with the laws of the State, including the Act.

Section 8.7 Captions. The captions or headings in this Financing Agreement are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions or sections of this Financing Agreement.

Section 8.8 Benefit of Financing Agreement. This Financing Agreement is executed, among other reasons, to induce the making of the Loan by the Corporation to the Borrower and, to the extent that the Corporation may so determine from time to time in accordance with Section 8.10 hereof, to secure the Corporation Bonds. Accordingly, those rights of the Corporation to enforce the duties, covenants, obligations and agreements of the Borrower set forth in clause (i) of the first sentence of Section 8.10 hereof, including the right to enforce the payment of amounts due under the Borrower Bonds, may at any time, in whole or in part, be assigned and pledged by the Corporation to the Trustee for the benefit of the owners of the Corporation Bonds and thereafter such duties, covenants, obligations and agreements so assigned and pledged shall be for the benefit of and enforceable by the Trustee and the Corporation except that beneficial owners of bonds hereafter issued under the Master Indenture shall be third-party beneficiaries of Section 8.9(B) of this Agreement.

Section 8.9 Further Assurances; Disclosure of Financial Information, Operating Data and Other Information.

(A) The Borrower shall, at the request of the Corporation, authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be deemed necessary or desirable by the Corporation, in its sole discretion, for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Financing Agreement and the Borrower Bonds. The Borrower also agrees to furnish to the Corporation such additional information concerning the financial condition of the Borrower as the Corporation may from time to time reasonably request.

(B) Without limiting the generality of the foregoing, the Borrower agrees to comply with the terms of the Continuing Disclosure Agreement.

(C) If and so long as the offering of the Corporation Bonds continues (a) the Borrower will furnish such information with respect to itself as the Underwriters of the Corporation Bonds may from time to time reasonably request and (b) if any event relating to the Borrower shall occur as a result of which it is necessary, in the opinion of Bond Counsel to the Corporation, General Counsel of the Corporation or counsel for such Underwriters, to amend or supplement the Official Statement of the Corporation used in connection with the offering of the Corporation Bonds in order to make such information not misleading in light of the circumstances then existing, the Borrower will forthwith prepare and furnish to the Corporation and the Underwriters such information relating to the Borrower as may be necessary to permit the preparation of an amendment of or supplement to such Official Statement (in form and substance satisfactory to the Bond Counsel to the Corporation and counsel for the Underwriters) which will amend or supplement such Official Statement so that it will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make statements therein, in light of the circumstances then existing, not misleading. Unless the Borrower shall have been notified to the contrary in writing by the Corporation or the Underwriters, the Borrower shall be entitled to presume that the offering by the Corporation and that its obligations under this paragraph shall have ceased twenty-five (25) days after the date of delivery of the Corporation Bonds.

Section 8.10 Assignment of Financing Agreement or Borrower Bonds. The Borrower consents to the pledge and assignment at any time of (i) any portion of the Corporation's estate, right, title and interest and claim in, to and under this Financing Agreement and the right to make all related waivers and agreements in the name and on behalf of the Corporation, as agent and attorney-in-fact, and to perform all other related acts which are necessary and appropriate under this Financing Agreement, if any, and (ii) the Corporation's estate, right, title and interest and claim in, to and under the Borrower Bonds and payments under Borrower Bonds, to the Trustee. The Master Indenture provides that, except during the continuance of a default hereunder or an Event of Default under the Master Indenture, the Trustee shall not sell, assign, transfer, convey or otherwise dispose of its interest in this Financing Agreement, if any, or in the Borrower Bonds during the term hereof without the express written consent of the Corporation and the Borrower.

Section 8.11 Financing Agreement Supersedes Prior Agreements. This Financing Agreement supersedes any other prior or contemporaneous agreements or understandings, written or oral between the parties relating to the financing of the Project.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Borrower and the Corporation have each caused this Financing Agreement to be executed and delivered as of the date first above written.

TOWN OF LITTLE COMPTON, RHODE ISLAND

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

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

By: _____
Name: Kathryn Crowley
Title: Superintendent of Schools

RHODE ISLAND HEALTH AND EDUCATIONAL BUILDING CORPORATION

By: _____
Name: James K. Salome
Title: Chairperson

IN WITNESS WHEREOF, the Borrower and the Corporation have each caused this Financing Agreement to be executed and delivered as of the date first above written.

TOWN OF LITTLE COMPTON, RHODE ISLAND

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

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

By:_____
Name: Kathryn Crowley
Title: Superintendent of Schools

RHODE ISLAND HEALTH AND EDUCATIONAL BUILDING CORPORATION

By:_____
Name: James K. Salome
Title: Chairperson

EXHIBIT A

PROJECT DESCRIPTION

BORROWER: Town of Little Compton, Rhode Island

The Project consists of health, safety and fire-code related emergency repairs, alterations, renovations, improvements, landscaping, and equipping and furnishing of the Wilbur & McMahon Schools in an amount not to exceed $11,310,000.

The owner and/or operator of the above-described project to be financed with the proceeds of the Bonds will be the Town of Little Compton and the Little Compton School Committee.

EXHIBIT B

(ONLY APPLIES FOR REFUNDING BONDS OR BOND ANTICIPATION NOTES)

Please provide us with the following information regarding each series of outstanding bonds or bond anticipation notes ("BANS"), if any, you are interested in refinancing through the Corporation. The following information should be provided to the Corporation **as quickly as possible**. The Borrower can thereafter supplement or revise the information if necessary.

Name of Bond Issue/BANS	Original Amount Issued	Date of Issue	Amount Currently Outstanding	Final Maturity Date	Optional Call Date/ Premium	Next Payment Date After	Unexpended construction proceeds	Aid Ratio*	Remaining Term for Amortization*
GO BANS	$9,800,000	12/13/12	$9,800,000	12/12/13	N/A	N/A	$3,863,497	40%	20

*Please note that the Corporation will rely on the information provided by the Borrower when structuring the loan to the Borrower. Therefore, it is the **responsibility** of the Borrower to verify that this information is consistent with the data maintained by the Board of Regents for Elementary and Secondary Education well in advance of any sale of bonds by the Corporation.

EXHIBIT C

SCHEDULE OF ADDITIONAL PROVISIONS

Borrower: Town of Little Compton, Rhode Island

I. Definitions

"Maximum Rate" means the maximum interest rate per annum on the Loan and the Borrower Bonds agreed to pursuant to Section 3.1(A) of the Financing Agreement, which shall be 12% per annum.

II. Other Amounts Payable

The Borrower agrees to pay the initial financing fee payable by the Borrower to the Corporation, which shall be in the amount of $6,000 per issue of Bonds of the Corporation from which the Borrower borrows proceeds (with all Bonds of the Corporation issued on any one date considered one issue for purposes of determining this fee) and other costs of issuance as provided in Section 3.2 of this Financing Agreement. Such amounts shall be payable from the proceeds of the Borrower Bonds or from $0 supplied by the Borrower to be wired at closing.

III. Notice Addresses

For purposes of Section 8.1(E) of the Financing Agreement, the address of the Borrower shall be:

Town of Little Compton
40 Commons
P.O. Box 226
Little Compton, Rhode Island 02837
Attention: Treasurer
Telephone: (401) 635-2470
Fax: (401) 635-2470

IV. Redemption of Borrower Bonds

Commencing not later than May 15, 2023 after the date of issuance of the Corporation Bonds (the "First Optional Redemption Date"), at the option of the Borrower, the Borrower Bonds maturing after the First Optional Redemption Date shall be subject to redemption prior to maturity, in whole at any time and in part in principal amounts of $5,000 or integral multiples thereof on any interest payment date, from any moneys available therefor, at a redemption price, in either case, equal to the principal amount of such Borrower Bonds to be redeemed, together with (i) the Applicable Redemption Premium and (ii) the accrued and unpaid interest on the principal amount to be redeemed to the date fixed for redemption. In the event of any partial redemption, the Borrower Bonds shall be redeemed in any order of maturity as shall be determined by the Borrower in compliance with any general or special law applicable to the

redemption of the Borrower Bonds. As used herein "Applicable Redemption Premium" with respect to any maturity of the Borrower Bonds to be redeemed means the redemption premium specified in the Notice of Terms for such maturity for such date, or any earlier date specified in the Notice of Terms provided that such redemption premium shall not exceed 4% of the principal amount of the Borrower Bonds proposed to be redeemed. Pursuant to Section 3.3(C) of the Financing Agreement, the Borrower shall also pay all costs and expenses of the Corporation in effecting the redemption or defeasance of any Corporation Bonds that are redeemed due to the redemption of any Borrower Bonds (including interest accruing on the Corporation Bonds to the date of redemption of the Corporation Bonds).

Notwithstanding the foregoing, no Borrower Bond or portion of a Borrower Bond that is not in an amount which is an integral multiple of $5,000 shall be subject to such redemption at the option of the Borrower without the express written consent of the Corporation.

Any such redemption, either as a whole or in part, shall be made upon at least sixty (60) days and no more than seventy-five (75) days prior written notice to (i) the Corporation and to the Trustee during any period when the Borrower Bonds are held by or for the benefit of the Corporation or of holders of its bonds or (ii) any successor holders of the Borrower Bonds at any time thereafter. Unless waived by the Corporation (or the successor registered owners of any Borrower Bonds, the Borrower shall also publish a notice of redemption of the Borrower Bonds at least fifteen (15) days prior to the date of redemption in a daily newspaper of general circulation in the State and in an Authorized Newspaper (as defined in the Master Indenture).

The moneys necessary for any redemption of Borrower Bonds shall be paid to or deposited with (i) the Trustee during any period when the Borrower Bonds are held for the benefit of the holders of the Corporation Bonds and (ii) with any fiscal agent during any period when the Borrower Bonds are otherwise held, in either case on or prior to the redemption date. All Borrower Bonds called for redemption will cease to bear interest on the specified redemption date, provided funds sufficient for the redemption of such Borrower Bonds are on deposit with the Trustee or fiscal agent, as appropriate. If such moneys are not available on the redemption date, the Borrower Bonds or portions thereof will continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

Rhode Island Health and Educational Building Corporation
Public Schools Revenue Bond Financing Program
Revenue Bonds, Series 2013 H (Town of Little Compton Issue)

Town of Little Compton, Rhode Island

Exhibit D

Anticipated Principal Repayment Schedule[1]

Maturity May 15	Principal Amount	Interest Rate
2015	$225,000	2.00%
2016	420,000	3.00
2017	435,000	3.00
2018	250,000	2.00
2018	200,000	3.00
2019	355,000	2.00
2019	100,000	3.00
2020	215,000	2.25
2020	250,000	4.00
2021	280,000	2.50
2021	200,000	4.00
2022	120,000	2.75
2022	100,000	4.00
2022	275,000	5.00
2025*	1,620,000	4.00
2027*	1,190,000	5.00
2030*	2,000,000	4.00
2034*	3,075,000	4.25

* Term bonds subject to mandatory sinking fund installments.

[1] Final interest rates, maturity dates and final principal amounts shall be set forth in the Notice of Terms (Form of Notice of Terms set forth in Exhibit I).

Applicable Aid Ratio:	40%
Remaining Term for Amortization:	20 years
Maximum Principal Amount Authorized by the Borrower Resolution:	$11,310,000
Bonds or Notes outstanding under the Borrower Resolution	$9,800,000

EXHIBIT E

FORM OF BORROWER BOND

No. R-__

UNITED STATES OF AMERICA
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

TOWN OF LITTLE COMPTON, RHODE ISLAND

GENERAL OBLIGATION BONDS

PRINCIPAL SUM:	_____ DOLLARS ($_____)
DATE OF ORIGINAL ISSUE:	December 10, 2013
INTEREST RATE	__%
MATURITY DATE:	April 1, 20__
REGISTERED OWNER:	RHODE ISLAND HEALTH AND EDUCATIONAL BUILDING CORPORATION

The TOWN OF LITTLE COMPTON, RHODE ISLAND (the "Borrower"), hereby acknowledges itself indebted and for value received promises to pay to the REGISTERED OWNER named above, or registered assigns, on the MATURITY DATE (stated above), the PRINCIPAL SUM (stated above) upon presentation and surrender of this bond (i) for so long as this bond is held by or for the benefit of Rhode Island Health and Educational Building Corporation (the "Corporation") or of holders of its bonds, at the principal corporate trust office in Providence, Rhode Island, of U.S. Bank National Association (herein called the "Trustee"), or at the principal corporate trust office of any successor thereto or (ii) at any time thereafter, at the fiscal agent office designated by the Borrower for such purpose and to pay interest on such principal sum from the DATE OF ORIGINAL ISSUE (stated above) or from the most recent interest payment date to which interest has been paid, or unless interest on this bond shall be in default, in which event this bond shall bear interest from the date to which interest has been paid in full, at the INTEREST RATE (stated above), payable on October 1, 2014 and semi-annually thereafter on April 1 and October 1 of each year until maturity. Interest hereon shall be payable at said offices of the Trustee or at said fiscal agent office, as appropriate, on each interest payment date. The principal of and interest on this bond are payable in any coin or currency of the United States of America which at the date of payment is legal tender for the payment of public and private debts.

The Bonds are valid general obligations of the Borrower and the full faith and credit of the Borrower is pledged for the payment of principal and interest on the Bonds as the same shall come due.

This bond is one of a duly authorized issue of bonds of the Borrower issued and to be issued pursuant to Chapters 10 and 11 of the Public Laws of 2012, a vote of the Town electorate duly held on May 1, 2012 and a Resolution of the Town Council duly passed on September 6, 2012 (the "Borrower Resolution"), to provide funds required by the Borrower (i) to finance the costs of health, safety and fire-code related emergency repairs, alterations, renovations, improvements, landscaping, and equipping and furnishing of the Wilbur & McMahon Schools (the "Project") and (ii) to refund the Borrower's $9,800,000 Bond Anticipation Notes dated December 13, 2012 and due December 12, 2013, issued for the purpose of financing the Project.

This bond is transferable or exchangeable, solely in accordance with the terms of the Financing Agreement dated November 19, 2013, between the Borrower and the Rhode Island Health and Educational Building Corporation, only upon the books of the Borrower kept for that purpose, by the registered owner hereof in person, or by his attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer or exchange satisfactory to the Borrower, duly executed by the registered owner or his attorney duly authorized in writing, and thereupon a new bond or bonds, in the same aggregate principal amount and of the same maturity, shall be issued to the transferee or the registered owner in exchange upon the payment of applicable charges, if any.

The record date on this bond is the close of business of the fifteenth day preceding an interest payment date (or, if any such day is not a regular business day of the Trustee or paying agent, on the regular business day of the Trustee or paying agent next preceding such day). The record date with respect to any redemption other than on an interest payment date shall be a date specified by the Trustee in a notice of redemption, provided that such date shall not be less than fifteen (15) days before the date the notice of redemption is mailed.

On any date on or after April 1, 2023 (the "First Optional Redemption Date"), at the option of the Borrower, the Bonds maturing after the First Optional Redemption Date shall be subject to redemption prior to maturity, in whole at any time or in part in principal amounts of $5,000 or integral multiples thereof, on any interest payment date, from any moneys available therefor, at a redemption price, in either case, equal to the principal amount of such Bonds to be redeemed, together with (i) the Applicable Redemption Premium and (ii) the accrued and unpaid interest on the principal amount to be redeemed to the date fixed for redemption. In the event of any partial redemption the Bonds shall be redeemed in any order of maturity as shall be determined by the Borrower. As used herein, "Applicable Redemption Premium", with respect to any maturity of the Bonds to be redeemed, means one hundred percent (100%) of the principal amount of the Bonds to be redeemed or such lesser redemption premium as is specified in the Notice of Terms (as defined in the Financing Agreement) for such maturity and redemption date.

The Bonds maturing on April 1, 2025, 2027, 2030, and 2034 are also subject to redemption, in part, on each of the dates of the years and in the respective principal amounts set forth below, at a Redemption Price of 100% of the principal amount thereof, plus accrued interest to the date of redemption, from mandatory Sinking Fund Installments which are required to be made in amounts sufficient to redeem the principal amount of Bonds specified for each of the dates shown below:

April 1	Principal Amount
2023	$520,000
2024	540,000
2025†	560,000

†Maturity

April 1	Principal Amount
2026	$580,000
2027†	610,000

†Maturity

April 1	Principal Amount
2028	$640,000
2029	665,000
2030†	695,000

†Maturity

April 1	Principal Amount
2031	$720,000
2032	750,000
2033	785,000
2034††	820,000

††Final Maturity

Notwithstanding the foregoing, no Borrower Bond or portion of a Borrower Bond that is not in an amount which is an integral multiple of $5,000 shall be subject to such redemption at the option of the Borrower without the express written consent of the Corporation.

Any such redemption, either as a whole or in part, shall be made upon at least sixty (60) days and no more than seventy-five (75) days prior written notice (i) by publishing a copy of said notice at least fifteen (15) days prior to the date of redemption in a daily newspaper of general circulation in the State of Rhode Island, and in a nationally distributed financial newspaper devoted primarily to financial or investment information and unless waived by the Corporation or a successor holder of this Bond and (ii) to the Corporation and to the Trustee for the Corporation's Public Schools Revenue Bond Financing Program Revenue Bonds, Series 2013 H (Town of Little Compton Issue) (the "Corporation Bonds") during any period when the Bonds are held by or for the benefit of the Corporation or of holders of its bonds or (iii) any successor holder of this Bond at any time thereafter.

The moneys necessary for any redemption of Bonds shall be paid to or deposited with (i) the Trustee during any period when the Bonds are held for the benefit of the holders of

Corporation Bonds and (ii) with any fiscal agent designated by the Borrower during any period when the Bonds are otherwise held, in either case on or prior to the redemption date. All Bonds called for redemption will cease to bear interest on the specified redemption date, provided funds sufficient for the redemption of such Bonds are on deposit with the Trustee or fiscal agent, as appropriate. If such moneys are not available on the redemption date, the Bonds or portions thereof will continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and statutes of the State of Rhode Island to exist, to have happened and to have been performed precedent to and in the issuance of this bond, exist, have happened and have been performed, and that the issue of bonds of which this is one, together with all other indebtedness of the Borrower is within every debt and other limit prescribed by the Constitution and laws of such State.

IN WITNESS WHEREOF, the Borrower has caused this bond to be executed in its name by the manual or facsimile signature of its authorized officers and its corporate seal (or a facsimile thereof) to be affixed, imprinted, engraved, or otherwise reproduced hereon and attested by the manual or facsimile signature of its authorized officers.

TOWN OF LITTLE COMPTON, RHODE ISLAND

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

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

SEAL

ATTEST:

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

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the Undersigned hereby sells, assigns and transfers unto

_____

(Please Insert Social Security or other identifying number of Assignee(s)):

_____

the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints

_____ attorney to transfer the within bond

on the books kept for registration thereof with full power of substitution in the premises.

Dated:

_____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

EXHIBIT F

FORM OF OPINION REGARDING BORROWER BONDS

December 10, 2013

Rhode Island Health and Educational
Building Corporation
170 Westminster Street
Providence, Rhode Island 02903

Roosevelt & Cross, Incorporated
One Exchange Plaza
55 Broadway – 22nd Floor
New York, New York, 10006

Town of Little Compton, Rhode Island
40 Commons
P.O. Box 226
Little Compton, Rhode Island 02837

U.S. Bank National Association
Corporate Trust Division
One Federal Street, 3rd Floor
Boston, Massachusetts 02110
Attention: David Doucette

Re: Town of Little Compton, Rhode Island General Obligation Bonds dated December 10, 2013

Ladies and Gentlemen:

We have examined a record of proceedings relating to the sale and issuance of $11,310,000 General Obligation Bonds of the Town of Little Compton, Rhode Island (the "Borrower") dated December 10, 2013 (the "Borrower Bonds"). The Borrower Bonds are issued pursuant to the Borrower Resolution to evidence the obligation of the Borrower to repay a loan made to the Borrower by the Rhode Island Health and Educational Building Corporation pursuant to a Financing Agreement by and between the Corporation and the Borrower dated November 19, 2013. Terms used, but not otherwise defined herein, have the respective meanings set forth in the Financing Agreement.

As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Borrower Bonds are valid general obligations of the Borrower and all taxable property in the Town is subject to taxation without limitation as to rate or amount to pay the Borrower Bonds and the interest thereon.

2. We express no opinion regarding federal tax consequences arising with respect to the Bonds.

3. Income from the Bonds is free from taxation by the State of Rhode Island or any political subdivision or other instrumentality of the State, although income from the Bonds may be included in the measure of Rhode Island estate taxes and certain Rhode Island corporate and business taxes.

4. The Borrower is a duly organized political subdivision of the State of Rhode Island and Providence Plantations (the "State") and has full legal right, power and authority (i) to enter into the Financing Agreement and the Letter of Representation, (ii) to execute and deliver to Borrower Bonds, and (iii) to carry out and consummate the transaction contemplated by the Financing Agreement, the Letter of Representation and the Borrower Bonds.

5. The Borrower Resolution has been duly adopted, all conditions precedent to its effectiveness have taken place, and it is in full force and effect in all material respects.

6. The Financing Agreement and the Letter of Representation have been duly authorized, executed and delivered by the Borrower and assuming the due authorization, execution and delivery thereof by the other parties thereto, constitute legal, valid and binding obligations of the Borrower, enforceable in accordance with their terms, except as the enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws in effect from time to time affecting the enforcement of creditors' rights generally and by the application of general principles of equity.

7. No other authorization, approval, consent or other order of any governmental authority or agency is required for the authorization, execution and delivery of the Financing Agreement and the Borrower Bonds and any and all statutes, ordinances, resolutions, regulations or other requirements applicable to the execution and delivery of the Financing Agreement and the Borrower Bonds have been complied with.

It is to be understood that the rights of the owners of the Borrower Bonds and the enforceability of the Borrower Bonds may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and by equitable principles, whether considered at law or in equity.

This opinion is given as of the date hereof and we assume no obligation to update or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur or for any other reason.

Respectfully submitted,

EXHIBIT G

FORM OF OPINION OF SOLICITOR/LOCAL COUNSEL

[Letterhead of Local Counsel to Borrower]

December 10, 2013

Rhode Island Health and Educational
Building Corporation
170 Westminster Street
Providence, Rhode Island 02903

Roosevelt & Cross, Inc.
One Exchange Plaza
55 Broadway – 22nd Floor
New York, New York 10006

Town of Little Compton, Rhode Island
40 Commons
P.O. Box 226
Little Compton, Rhode Island 02837

U.S. Bank National Association
Corporate Trust Division
One Federal Street, 3rd Floor
Boston, Massachusetts 02110
Attention: David Doucette

Ladies and Gentlemen:

I have acted as counsel to the Town of Little Compton, Rhode Island (the "Borrower"), which has entered into a Financing Agreement (as hereinafter defined) with the Rhode Island Health and Educational Building Corporation (the "Corporation"). Terms used but not otherwise defined herein shall have the respective meanings set forth in such Financing Agreement.

I have examined originals, or copies certified or otherwise identified to my satisfaction, of the following:

(A) the Financing Agreement dated November 19, 2013 (the "Financing Agreement"), by and between the Corporation and the Borrower, in the form executed by the Borrower; and

(B) proceedings of the governing members of the Borrower relating to the approval of the Financing Agreement and the execution, issuance and delivery thereof and of the Borrower Bonds on behalf of the Borrower, and the authorization of the undertaking and completion of the Project (as defined in the Financing Agreement).

I have also examined and relied upon originals, or copies certified or otherwise authenticated to my satisfaction, of such other records, documents, certificates and other instruments, and made such investigation of law as in my judgment I have deemed necessary or appropriate to enable me to deliver this opinion.

Based upon the foregoing, I am of the opinion that:

1. There is no litigation of any nature pending or threatened to restrain or enjoin the issuance, sale, execution or delivery of the Financing Agreement, the Borrower Bonds or any of the proceedings taken with respect to the issuance and sale of the Borrower Bonds, the Financing Agreement, the application of moneys to the payment of the Borrower Bonds or in any manner questioning the proceedings and authority under which the Borrower Bonds and the Financing Agreement were authorized or affecting the validity of the Borrower Bonds or the Financing Agreement, the existence or boundaries of the Borrower, the Financing Agreement or the title of officials of the Borrower who have acted with respect to the proceedings for the authorization of the Financing Agreement or the issuance and sale of the Borrower Bonds to their respective offices, and no authority or proceedings for the authorization of the Financing Agreement or the issuance and sale of the Borrower Bonds have been repealed, revoked or rescinded.

2. The execution and delivery by the Borrower of the Financing Agreement, the issuance, sale and delivery of the Borrower Bonds, the adoption of the bond resolution by the Borrower and compliance with the provisions thereof will not conflict with or constitute a breach of or a default under any local law or administrative regulation, or any judgment, decree or any agreement or other instrument known to me to which the Borrower is a party or otherwise subject.

Very truly yours,

EXHIBIT H

FORM OF BORROWER CLOSING CERTIFICATE

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.

[The remainder of this page is intentionally left blank]

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

EXHIBIT I

FORM OF NOTICE OF TERMS

NOTICE OF TERMS
delivered by the Rhode Island Health and Educational Building Corporation
relating to
Financing Agreement dated November 19, 2013
between
Rhode Island Health and Educational Building Corporation
and
Town of Little Compton, Rhode Island

1. This Notice of Terms is being delivered pursuant to the Financing Agreement referred to above (the "Financing Agreement"). All capitalized terms used but not defined herein shall have the respective meanings set forth in the Financing Agreement.

2. The terms of the Loan, in addition to those set forth in the Financing Agreement, are as set forth below (including Schedule A attached hereto). In accordance with the Financing Agreement, the Borrower Bonds shall be in conformity with such terms. The maturity date(s), principal amount(s), interest rate(s) and aggregate debt service on the Loan are as set forth in Schedule A.

3. The Borrower Bonds shall be subject to optional redemption prior to maturity, pursuant to paragraph IV of Exhibit C to the Financing Agreement, as follows:

On any date on or after the First Optional Redemption Date set forth in Schedule A, at the option of the Borrower, the Borrower Bonds maturing after the First Optional Redemption Date shall be subject to redemption, at par, prior to maturity, in whole at any time and in part in principal amounts of $5,000 or integral multiples thereof on any interest payment date, from any moneys available therefor, at a redemption price, in either case, equal to the principal amount of such Borrower Bonds to be redeemed, together with (i) the Applicable Redemption Premium and (ii) the accrued and unpaid interest on the principal amount to be redeemed to the date fixed for redemption. In the event of any partial redemption, the Borrower Bonds shall be redeemed in any order of maturity as shall be determined by the Borrower. The term "Applicable Redemption Premium" as used in paragraph IV of Exhibit C of the Financing Agreement with respect to any maturity of the Borrower Bonds to be redeemed shall be the redemption premium specified in Schedule A for such maturity for such date.

Pursuant to Section 3.3(C) of the Financing Agreement the Borrower shall pay all costs and expenses of the Corporation in effecting the redemption of any Corporation Bonds that are redeemed due to the redemption of any Borrower Bonds (including interest accruing on the Corporation Bonds to the date of redemption of the Corporation Bonds).

4. The Borrower 's share of costs and expenses specified in Section 3.2(A) of the Financing Agreement shall be in the amount and for the purposes set forth in Schedule A hereto and shall be utilized for the payment of the following costs of issuance: underwriters' discount, bond insurance premium, if any, financial advisor fee, Corporation Bond Counsel fee, escrow agent charges, if any, printing of Preliminary and Final Official Statements, verification charge, if any, rating agency fees and Trustee fee.

5. The Borrower net interest cost, interest rates and costs of issuance are set forth on Schedule A.

SCHEDULE A

TOWN OF LITTLE COMPTON, RHODE ISLAND

Terms of the Loan and Borrower Bonds

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price
Serial Bonds:								
	05/15/2015	225,000	2.000%	0.350%	102.352			
	05/15/2016	420,000	3.000%	0.600%	105.782			
	05/15/2017	435,000	3.000%	0.850%	107.253			
	05/15/2018	250,000	2.000%	1.170%	103.573			
	05/15/2018	200,000	3.000%	1.170%	107.878			
	05/15/2019	355,000	2.000%	1.620%	101.967			
	05/15/2019	100,000	3.000%	1.620%	107.145			
	05/15/2020	215,000	2.250%	2.100%	100.897			
	05/15/2020	250,000	4.000%	2.100%	111.372			
	05/15/2021	280,000	2.500%	2.450%	100.336			
	05/15/2021	200,000	4.000%	2.450%	110.470			
	05/15/2022	120,000	2.750%	2.700%	100.373			
	05/15/2022	100,000	4.000%	2.700%	109.741			
	05/15/2022	275,000	5.000%	2.700%	117.236			
		3,425,000						
Term Bond due 2025:								
	05/15/2023	520,000	4.000%	3.150%	106.886 C	3.273%	05/15/2023	100.000
	05/15/2024	540,000	4.000%	3.150%	106.886 C	3.273%	05/15/2023	100.000
	05/15/2025	560,000	4.000%	3.150%	106.886 C	3.273%	05/15/2023	100.000
		1,620,000						
Term Bond due 2027:								
	05/15/2026	580,000	5.000%	3.580%	111.277 C	3.912%	05/15/2023	100.000
	05/15/2027	610,000	5.000%	3.580%	111.277 C	3.912%	05/15/2023	100.000
		1,190,000						
Term Bond due 2030:								
	05/15/2028	640,000	4.000%	4.100%	98.810			
	05/15/2029	665,000	4.000%	4.100%	98.810			
	05/15/2030	695,000	4.000%	4.100%	98.810			
		2,000,000						
Term Bond due 2034:								
	05/15/2031	720,000	4.250%	4.400%	97.989			
	05/15/2032	750,000	4.250%	4.400%	97.989			
	05/15/2033	785,000	4.250%	4.400%	97.989			
	05/15/2034	820,000	4.250%	4.400%	97.989			
		3,075,000						
		11,310,000						

Corporation's initial Financing Fee and Costs of Issuance pursuant to paragraph 4 of the Notice of Terms:

Corporation's Financing Fee	$ 6,000.00
Costs of Issuance	54,000.00
Total	$60,000.00

Net Interest Cost:	3.894558%
First Optional Redemption Date:	May 15, 2023
Applicable Redemption Premium:	100%
Allocation of Bond Premium/Discount:	$369,881.50
Loan Principal Amount:	$11,310,000.00
Loan Proceeds Amount:	$11,679,881.50

EXHIBIT J

FORM OF CONTINUING DISCLOSURE AGREEMENT

AGREEMENT TO PROVIDE CONTINUING DISCLOSURE

THIS AGREEMENT, dated December 10, 2013 (the "Agreement"), is made by and among the Corporation, the Borrower and the Trustee, each as defined below in Section 1.

In order to permit the Underwriters to comply with the provisions of Rule 15c2-12 in connection with the public offering of the Bonds (defined below), the parties hereto, in consideration of the mutual covenants herein contained and other good and lawful consideration, hereby agree for the sole and exclusive benefit of the Holders as follows:

Section 1. Definitions. Capitalized terms used but not defined herein as follows shall have the meaning ascribed to them in the Indenture.

"Agreement" shall mean this Agreement as the same from time to time may be amended and supplemented in accordance with the terms hereof.

"Annual Information" shall mean the information specified in Section 3 hereof.

"Bonds" shall mean the Rhode Island Health and Educational Building Corporation Public Schools Revenue Bond Financing Program Revenue Bonds, Series 2013 H (Town of Little Compton Issue).

"Borrower" shall mean the Town of Little Compton, Rhode Island.

"Corporation" shall mean the Rhode Island Health and Educational Building Corporation, a public body corporate and agency of the State of Rhode Island and the issuer of the Bonds, and any successor thereto.

"DTC" shall mean The Depository Trust Company, New York, New York, which is acting as the Depository for the Bonds within the meaning of the Indenture.

"GAAP" shall mean generally accepted accounting principles as in effect from time to time in the United States.

"GAAS" shall mean generally accepted auditing standards as in effect from time to time in the United States.

"Holder" shall mean any registered owner of the Bonds and for the purpose of Section 5 of this Agreement only, if registered in the name of DTC (or a nominee thereof) or in the name of any other entity (or a nominee thereof) that acts as a "clearing corporation" within the meaning of the Rhode Island Uniform Commercial Code and is a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended, any beneficial owner of Bonds.

"Indenture" shall mean the Corporation's Master Public Schools Financing Program Revenue Bond Indenture dated as of November 1, 2009, as amended by the First Supplemental Indenture dated as of April 15, 2013, together with the Series Indenture executed and delivered thereunder authorizing the issuance of the Bonds.

"MSRB" shall mean the Municipal Securities Rulemaking Board established in accordance with the provisions of Section 15B(b)(1) of the Securities Exchange Act of 1934, as amended, or any successor thereto or to the functions, the MSRB contemplated by this Agreement. Filing Information relating to the MSRB is set forth in the Exhibit A attached hereto.

"Outstanding" shall mean Outstanding within the meaning of the Indenture.

"Rating Agency" shall mean S&P, Moody's or any other nationally recognized rating service which has assigned a rating to the Bonds.

"Rule 15c2-12" shall mean Rule 15c2-12 under the Securities Exchange Act of 1934, as amended through the date of this Agreement.

"Trustee" shall mean U.S. Bank National Association, a national banking association organized and existing under the laws of the United States.

"Underwriter" shall mean the underwriter or underwriters that have contracted to purchase the Bonds from the Corporation upon initial issuance.

Section 2. Obligations to Provide Continuing Disclosure.

(i) Obligations of the Borrower and the Trustee.

(a) The Borrower hereby undertakes, for the benefit of the Holders, to file, no later than nine (9) months after the end of each of its fiscal years, commencing with the fiscal year ending June 30, 2013, with the Corporation and with the MSRB, the Annual Information relating to such fiscal year, together with audited financial statements of the Borrower for such fiscal year provided, however, that if audited financial statements are not then available, unaudited financial statements shall be provided and such audited financial statements shall be filed with the Corporation and with the MSRB, when they become available. In addition, the Borrower and the Trustee shall immediately notify the Corporation of the occurrence of any of the fifteen events listed in Section 2(ii) hereof upon gaining actual knowledge of the occurrence of any such event.

The Borrower will also notify the Corporation and the Trustee in a timely manner of such Borrower's final expenditure of its portion of the Available Project Proceeds (the "Final Expenditure Notice").

(ii) Obligations of the Corporation. The Corporation hereby undertakes, for the benefit of Holders, to file the following:

with the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence thereof, notice of any of the following events with respect to the Bonds:

(a) principal and interest payment delinquencies;

(b) non-payment related defaults, if material;

(c) unscheduled draws on debt service reserves reflecting financial difficulties;

(d) unscheduled draws on credit enhancements reflecting financial difficulties;

(e) a substitution of credit or liquidity providers, or their failure to perform;

(f) adverse tax opinions or the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds or other material events affecting the tax-exempt status of the Bonds;

(g) modification to rights of Holders of the Bonds, if material;

(h) bond calls, if material;

(i) defeasances;

(j) release, substitution, or sale of property securing repayment of the Bonds;

(k) rating changes;

(l) tender offers;

(m) bankruptcy, insolvency, receivership or similar event of the Corporation or the

Borrower[1];

(n) the consummation of a merger, consolidation, or acquisition involving the Corporation or the Borrower or the sale of all or substantially all of the assets of the Corporation or the Borrower, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(o) appointment of a successor or additional trustee or the change of name of a trustee, if material

with the MSRB, in a timely manner, notice of a failure by the Borrower to comply with Section 2(i)(a) hereof.

(iii) Termination of Disclosure Obligation. The obligations of the Borrower pursuant to Section 2(i) hereof and of the Corporation with respect to the Borrower and on its own behalf pursuant to Section 2(ii) hereof may be terminated by mutual agreement of the Corporation and the Borrower during any such time that the Borrower is not an "obligated person" as defined in Rule 15c2-12. Upon any such termination, the Corporation shall provide notice thereof to the MSRB.

(iv) Other Information. Nothing herein shall be deemed to prevent the Corporation or the Borrower from disseminating any other information in addition to that required hereby in the manner set forth herein or in any other manner. If the Corporation or the Borrower should disseminate any such additional information, the Corporation or the Borrower shall have no obligation to update such information or include it in any future materials disseminated hereunder.

(v) Disclaimer by the Corporation. The Corporation shall be under no obligation to the Holders or any other party hereto to review or otherwise pass upon the Annual Information or the financial statements provided to it pursuant to Section 2(i)(a) hereof, and its obligation hereunder with respect to the Annual Information and such financial statements shall be limited solely to the undertaking set forth in Section 2(ii) hereof.

(vi) Transmission of Information and Notices. Unless otherwise required by law, all notices, documents and information provided to the MSRB shall be provided in electronic format as prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

Section 3. Annual Information.

(i) Specified Information. The Annual Information shall consist of the following:

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[1] As noted in the Rule, this event is considered to occur when any of the following occur: (i) the appointment of a receiver, fiscal agent or similar officer for the Corporation or the Borrower in a proceeding under the U.S. Bankruptcy Code or in any proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Corporation or the Borrower, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or (ii) the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Corporation or Borrower.

operating data and financial information relating to the Borrower of the type included in Appendix A to the Official Statement (only to the extent that this information is not included in the audited financial statements of the Borrower); together with a narrative explanation, if necessary to avoid misunderstanding and to assist the reader in understanding the presentation of financial and operating data concerning the Borrower and in judging the financial and operating condition of the Borrower.

(ii) Cross Reference. All or any portion of the Annual Information may be incorporated in the Annual Information by cross reference to any other documents which have been filed with the MSRB.

(iii) Informational Categories. The requirements contained in this Agreement under Section 3(i) are intended to set forth a general description of the type of financial information and operating data to be provided; such descriptions are not intended to state more than general categories of financial information and operating data; and where the provisions of Section 3(i) call for information that no longer can be generated or is no longer relevant because the operations to which it related have been materially changed or discontinued, a statement to that effect shall be provided.

Section 4. Financial Statements.

The Borrower's annual financial statements for each fiscal year shall be prepared in accordance with GAAP unless applicable accounting principles are otherwise disclosed in the Official Statement and audited by an independent accounting firm in accordance with GAAS.

Section 5. Remedies.

The sole and exclusive remedy for breach of this Agreement shall be an action to compel specific performance of the obligations of the parties hereunder. No person or entity shall be entitled to recover any monetary damages hereunder under any circumstances. The Corporation may be compelled to comply with its obligations under this Agreement in the case of enforcement of its obligations to provide information required hereunder by any Holder or by the Trustee on behalf of the Holders; provided, however, that the Trustee shall not be required to take any enforcement action except at the direction of the Holders of not less than 25% in aggregate principal amount of Bonds at the time Outstanding.

Failure by any party to perform its obligations hereunder shall not constitute an Event of Default under the Indenture or an event of default under any other agreement executed and delivered in connection with the issuance of the Bonds including, but not limited to, the Financing Agreement.

Section 6. Parties in Interest.

This Agreement is executed and delivered solely for the benefit of the Holders. No other person (other than the Trustee on behalf of the Holders) shall have any right to enforce the

provisions hereof or any other rights hereunder, except that the Corporation shall have the right to enforce the provisions hereof and to assert rights hereunder.

Section 7. Amendments.

Without the consent of any Holders, or the Credit Facility Provider, if any, the Corporation, the Borrower, and the Trustee at any time and from time to time may enter into amendments or changes to this Agreement for any of the following purposes:

(i) to comply with or conform to any changes in Rule 15c2-12 or any formal authoritative interpretations thereof by the Securities and Exchange Commission or its staff (whether required or optional);

(ii) to add or change a dissemination agent for the information required to be provided hereby and to make any necessary or desirable provisions with respect thereto;

(iii) to evidence the succession of another person to the Borrower, the Trustee or the Corporation and the assumption by any such successor of the covenants of the Borrower, the Trustee or the Corporation hereunder;

(iv) to add to the covenants of the Borrower or the Corporation for the benefit of the Holders, or to surrender any right or power herein conferred upon the Borrower or the Corporation;

(v) for any purpose for which, and subject to the conditions pursuant to which, amendments may be made under Rule 15c2-12, as amended or modified from time to time, or any formal authoritative interpretations thereof by the Securities and Exchange Commission, or its staff; or

(vi) for any other purpose, if (a) the amendment is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Corporation or the Borrower or any type of business or affairs conducted by either; (b) the undertakings set forth herein, as amended, would have complied with the requirements of Rule 15c2-12 at the time of the primary offering of the Bonds, after taking into account any amendments or formal authoritative interpretations by the Securities and Exchange Commission of Rule 15c2-12, as well as any change in circumstances; and (c) the amendment does not materially impair the interests of the Holders, as determined either by the Trustee or by nationally recognized bond counsel.

(In determining whether or not there is such an adverse effect, the Trustee may rely upon an opinion of nationally recognized bond counsel).

Annual Information for any fiscal year containing any amended operating data or financial information for such fiscal year shall explain, in narrative form, the reasons for such amendment and the impact of the change on the type of operating data or financial information in the Annual Information being provided for such fiscal year.

If a change in accounting principles is included in any such amendment, such Annual Information shall present a comparison between the financial statements or information prepared on the basis of the amended accounting principles and those prepared on the basis of the former accounting principles for the fiscal year in which such change is made. The comparison should include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the Borrower to meet its obligations. To the extent reasonably feasible, the comparison also should be quantitative. A notice of the change in accounting principles shall be sent to the Corporation, and filed with the MSRB.

Section 8. Termination.

Unless otherwise agreed by the Corporation and the Borrower, this Agreement shall remain in full force and effect until such time as all principal, redemption premiums, if any, and interest on the Bonds shall have been paid in full or the Bonds shall have otherwise been paid or defeased pursuant to the Indenture.

Section 9. The Trustee.

(i) Except as specifically set forth herein, this Agreement shall not create any obligation or duty on the part of the Trustee and the Trustee shall not be subject to any liability hereunder for acting or failing to act as the case may be.

(ii) To the extent permitted by law, the Trustee shall be indemnified and held harmless in connection with this Agreement, to the same extent provided in the Indenture for matters arising thereunder.

Section 10. Governing Law.

THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF RHODE ISLAND DETERMINED WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAW.

Section 11. The obligations of the Borrower under this Agreement are subject to annual appropriation.

IN WITNESS WHEREOF, the undersigned have duly authorized, executed and delivered this Agreement.

U.S. BANK NATIONAL ASSOCIATION, Trustee

By:_____
Name:
Title:

RHODE ISLAND HEALTH AND EDUCATIONAL BUILDING CORPORATION, Issuer

By:_____
Name: James K. Salome
Title: Chairperson

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

EXHIBIT A

Filing information relating to the Municipal Securities Rulemaking Board is as follows:

Municipal Securities Rulemaking Board
http://emma.msrb.org

EXHIBIT K

FORM OF TAX QUESTIONNAIRE

MEMORANDUM

TO: Mary-Jane M. Harrington, Treasurer
Town of Little Compton, Rhode Island

FROM: Edwards Wildman Palmer LLP

DATE: October 28, 2013

RE: Rhode Island Health and Educational Building Corporation Public Schools Financing Tax Due Diligence

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This memorandum identifies the tax compliance information that is required from the Town at this stage. Additional information may also be requested. Because this is the beginning of a due diligence process, and the subsequent steps depend on the initial information requested below, the information requested in this memorandum must be supplied to bond counsel as soon as possible in order to proceed with the financing.

Note: if bonds or notes to be refunded were issued after 1985 and have been previously advance refunded, they may not be advance refunded again. An advance refunding is a refinancing in which the proceeds of the refunding bonds are used to retire refunded bonds more than 90 days from the issue date of the refunding bonds.

If you have any questions, please call Karen S. D. Grande at (401) 455-7608 or Claudia J. Matzko at (401) 528-5884 or (617) 239-0176.

Documentation Requests

For each of the bond or note issues to be refunded, if any, with proceeds of the pool refunding please provide the following documentation:

1. the official statement or other offering document, if any;

2. the tax certificate and related attachments;

3. the IRS Form 8038-G;

4. the signature and no litigation certificate; and

5. the indenture, trust agreement or other legal document establishing the terms of the bond or note issue.

*IN ADDITION, FOR BOND OR NOTE ISSUES WHICH REFINANCED PRIOR BOND ANTICIPATION NOTES ("BANS"), PROVIDE THE INFORMATION DESCRIBED IN 1 THROUGH 5 ABOVE FOR EACH BAN OBLIGATION.

For example, assume Borrower X is seeking to refinance its 2004 Series A Bonds. Assume the proceeds of the 2004 Series A Bonds were used to retire Borrower X's Bond Anticipation Notes, 2003. In this instance, the above-listed documentation should be provided not only for the 2004 Series A Bonds, but also for the Bond Anticipation Notes, 2003. Similarly, if the proceeds of the Bond Anticipation Notes, 2003 were used to retire Borrower X's Bond Anticipation Notes, 2002, documentation for this issue should also be provided.

Information Requests

1A. Identify each bond or note issue to be refunded with the proceeds of the pool refunding bonds, including the name, issue date of the issue, and the amount to be refunded.

Name of the Issue	Issue Date	Amount to be Refunded
$9,800,000 General Obligation Bond Anticipation Notes	December 13, 2012	$9,800,000

1B. For each project for which new money is being borrowed, please supply the following information:

Project Description	Amount to be Financed
1. Wilbur & McMahon Schools	$11,310,000 of which $1,510,000 is new money

2.

3.

2. For each of the bond or note issues identified in response to Question 1, are there any unexpended bond proceeds? If so, please identify the bond issue and the amount of unexpended bond proceeds.

As of October 23, 2013 there is $3,863,497 in unexpended proceeds from the original BAN proceeds of $9,800,000.

3. Please attach a monthly drawdown schedule for all unexpended or new money proceeds.

Month	BAN	New Money
Dec 2012	$9,800,000	$1,510,000
Feb 2013	(695,209)	
Mar 2013	(178,177)	
Apr 2013	(429,381)	
May 2013	(1,292,521)	
Jun 2013	-0-	
Jul 2013	(628,126)	
Aug 2013	(905,202)	
Sep 2013	(1,055,226)	
Oct 2013	(805,803)	
Nov 2013	(850,000)	
Dec 2013	(850,000)	
Jan 2014	(850,000)	
Feb 2014	(850,000)	
Mar 2014	(410,355)	(1,510,000)

4. For new money, identify all contracts for Project construction or acquisition that you have entered into or expect to enter into in the next six months, the date the contract has been or will be entered into, and the amount of money you expect the contract will obligate you to expend.

N/A

5. Identify all circumstances that you expect may prevent the project from being pursued with due diligence.

N/A

6. For new money, do you expect to be reimbursed for any project expenditures paid before the bonds are issued? If so, please identify the following:

Date of Payment	**Amount Paid**	**Purpose of Payment**
N/A		

7. Have any of the bonds or notes listed in response to Question 1 advance refunded (directly or indirectly) prior obligations of the issuer?[2] If so, please identify (i) the refunded bond issue, and (ii) the amount of proceeds listed in response to Question 1 that was used for refunding purposes.

N/A

8. Is any portion of the assets financed (or to be financed) used (or to be used) by an entity other than a state or local government entity or agency? For example, will any portion of the bond-financed assets be leased, managed or operated (e.g., pursuant to a cafeteria management contract) by a non-profit or for-profit trade or business. If so, please provide a brief description of the arrangement and include a copy of the contract.

N/A

[2] See definition of "advance refunding" on the first page of this memorandum.

9. Has any portion of the proceeds of the financing or of the proceeds described in Question 1 been loaned (or do you expect to be loaned) to a person other than a state or local government entity or agency? If so, please provide details of the arrangement.

N/A

10. What are your other completed or anticipated borrowings this calendar year of the Town, any entities issuing obligations on behalf of the Town or any subordinate entities of the Town?

None

PLEASE CONFIRM OR INCLUDE THE FOLLOWING INFORMATION*

*Please note that the Corporation will rely on the information provided by the Borrower when structuring the loan to the Borrower. Therefore, it is the **responsibility** of the Borrower to verify that this information is consistent with the data maintained by the Board of Regents for Elementary and Secondary Education well in advance of any sale of bonds by the Corporation.

PROJECT DESCRIPTION

The Project consists of health, safety and fire-code related emergency repairs, alterations, renovations, improvements, landscaping, and equipping and furnishing of the Wilbur & McMahon Schools in an amount not to exceed $11,310,000. The owner and/or operator of the above-described project to be financed with the proceeds of the Bonds will be the Town of Little Compton and the Little Compton School Committee.

BOND RESOLUTION OR AUTHORIZATION

Borrower	Principal Amount	Authorized Amount	Authority	Election Date	Resolution/ Ordinance Date
Town of Little Compton	$11,310,000	$11,310,000	Ch. 10/11 of the Public Laws of 2012	5/01/12	9/06/12

(THE FOLLOWING ONLY APPLIES IF YOU ARE REFUNDING BONDS OR BOND ANTICIPATION NOTES)

Please provide us with the following information regarding each series of outstanding bonds or bond anticipation notes ("BANS"), if any, you are interested in refinancing through the Corporation. The following information should be provided to the Corporation **as quickly as possible**. The Borrower can thereafter supplement or revise the information if necessary.

Name of Bond Issue/BANS	Original Amount Issued	Date of Issue	Amount Currently Outstanding	Final Maturity Date	Optional Call Date/ Premium	Next Payment Date After	Unexpended construction proceeds	Aid Ratio*	Remaining Term for Amortization*
GO BANS	$9,800,000	12/13/12	$9,800,000	12/12/13	N/A	N/A	$3,863,497.00	40%	20

Applicable Aid Ratio: 40%

Remaining Term for Amortization: 20 years

Maximum Principal Amount Authorized by the Borrower Resolution: $11,310,000

Bonds or Notes outstanding under the Borrower Resolution $9,800,000

EXHIBIT L

FORM OF ESCROW CONTRACT

Not Applicable

EXHIBIT M

FORM OF LETTER OF REPRESENTATION

RHODE ISLAND HEALTH AND EDUCATIONAL BUILDING CORPORATION
PUBLIC SCHOOLS REVENUE BOND FINANCING PROGRAM
REVENUE BONDS,
SERIES 2013 H (TOWN OF LITTLE COMPTON ISSUE)

LETTER OF REPRESENTATION

November 19, 2013

Rhode Island Health and Educational Building Corporation
170 Westminster Street, Suite 1200
Providence, Rhode Island 02903

Roosevelt & Cross, Inc.
One Exchange Plaza
55 Broadway – 22nd Floor
New York, New York 10006

Ladies and Gentlemen:

The Rhode Island Health and Educational Building Corporation (the "Corporation") and the Town of Little Compton, Rhode Island (the "Borrower") are entering into a Financing Agreement dated November 19, 2013 (the "Financing Agreement") which contemplates the loan of the proceeds of the above-referenced bonds to be issued by the Corporation (the "Bonds"), as described in the heading of this Letter of Representation (the "Letter of Representation"). Pursuant to a Bond Purchase Agreement (the "Bond Purchase Agreement") dated November 19, 2013, between the Corporation and Roosevelt & Cross, Inc. (the "Underwriter"), the Underwriter will purchase the Bonds from the Corporation for a public offering. The Bonds shall be as described in, and shall be issued and secured under the provisions of the Master Trust Indenture between the Corporation and U.S. Bank National Association, as Trustee dated as of November 1, 2009, as amended by a First Supplemental Indenture dated as of April 15, 2013, and the Series Indenture between the Corporation and the Trustee dated December 10, 2013 (together, the "Indentures").

In order to induce the Corporation and the Underwriter to enter into the Bond Purchase Agreement and to make the offering and sale of the Bonds contemplated therein, the Borrower hereby makes and undertakes the following representations, warranties, agreements and indemnities. All terms not defined in the Letter of Representation shall have the meanings attributed to them in the Bond Purchase Agreement or the Financing Agreement.

1. Representations and Warranties of the Borrower. The Borrower represents and warrants to the Corporation and to the Underwriter as follows:

(a) The Borrower is a duly organized and validly existing Borrower under the laws of the State of Rhode Island.

(b) The Borrower has all requisite legal right, power and authority to (i) execute and deliver the Financing Agreement and each of the Exhibits thereto including, but not limited to, the Borrower Bonds to be delivered in connection therewith (the "Borrower Bonds") (collectively, the "Financing Agreement") and to perform its obligations thereunder and to execute and deliver the Letter of Representation and to perform its obligations hereunder, (ii) consummate the transactions to which it is or is to be a party as contemplated by the Indentures, the Financing Agreement, the Official Statement and the Letter of Representation, and (iii) acquire, construct, own, operate, repair and maintain the Project. In addition, the Borrower has reviewed the Bond Purchase Agreement and hereby acknowledges the terms and conditions contained therein, including specifically the conditions to closing, and hereby agrees, to use its best efforts to provide the Corporation, the Underwriter and Bond Counsel with any information or documentation necessary for the Corporation, the Underwriter or Bond Counsel to satisfy said conditions.

(c) The Borrower has duly authorized by all necessary actions: (x) the execution and delivery of the Letter of Representation and the Financing Agreement, (y) the performance of its obligations thereunder and (z) the consummation of the transactions to which the Borrower is or is to be a party as contemplated by the Indentures, the Financing Agreement, the Official Statement, the Bond Purchase Agreement, the Letter of Representation, and the Bonds. Such authorized acts: (i) do not and will not in any material respect conflict with or constitute on the part of the Borrower a breach of or default under (A) any agreement or other instrument to which the Borrower is a party or by or to which it or its revenues, properties, assets or operations are bound or subject or (B) any existing law, administrative regulation, judgment, order, decree or ruling by or to which it or its revenues, properties, assets or operations are bound or subject; and (ii) except as contemplated in the Indentures and the Financing Agreement, will not result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the Borrower revenues, properties, assets or operations.

(d) The Letter of Representation and the Financing Agreement, when executed and delivered by the Borrower, constitute, legal, valid and binding obligations of the Borrower, enforceable in accordance with their respective terms except as they may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights and general equitable principles.

(e) The Borrower Resolution has been duly adopted by the Borrower and remains in full force and effect as of the date of execution hereof.

(f) The information relating to the Borrower and contained in or incorporated by reference in Appendices A and B of the Preliminary Official Statement and the Official Statement has been duly authorized for inclusion in such documents by all necessary actions on the part of the Borrower. With respect to the information described above in the Official

Statement and the Preliminary Official Statement, at the date hereof, the Official Statement is, and the Preliminary Official Statement as of its date was, true and correct in all material respects for the purposes for which their respective uses are or were authorized and the Official Statement does not, and the Preliminary Official Statement as of its date did not, contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Borrower hereby authorizes the use by the Underwriters of such information (including the use by the Underwriter prior to the date hereof of such information contained in the Preliminary Official Statement), and the Financing Agreement in connection with the offering and sale of the Bonds.

(g) The Borrower confirms that copies of its most recent audited financial statement have been filed with the Municipal Securities Rulemaking Board within the meaning of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended.

(h) All consents, approvals, authorizations or orders of, or filings, registrations or declarations with, any court, governmental authority, legislative body, board, agency or commission which are required for the due authorization of, which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the Borrower of its obligations under the Financing Agreement, the Borrower Bonds or the Letter of Representation or the consummation of the transactions to which the Borrower is or is to be a party as contemplated by the Indentures, the Financing Agreement, the Borrower Bonds, the Official Statement, the Bond Purchase Agreement, the Letter of Representation and the Bonds, which are required to be obtained by the Borrower, have been duly obtained and are in full force and effect except for (i) approvals, recordings and filings to be done or obtained at or prior to the time of the Closing and (ii) such approvals, consents and other actions as may be required under Federal or the blue sky or other securities laws of any state or other jurisdiction of the United States in connection with the offering and sale of the Bonds.

(i) To the best of our knowledge, the Borrower is not in breach of or in default under any agreement or other instrument to which the Borrower is a party or by or to which it or its revenues, properties, assets or operations are bound or subject or any existing administrative regulation, judgment, order, decree, ruling or other law by or to which it or its revenues, properties, assets or operations are bound or subject, which breach or default is materially adverse to the transactions contemplated hereby and by the Indentures, the Financing Agreement, the Borrower Bonds, the Official Statement and the Bonds; and no event has occurred and is continuing that with the passage of time or the giving of notice, or both, would constitute, under any such instrument, such a breach or default material to such transactions.

(j) To the best of our knowledge, except as specifically set forth in the Official Statement, no action, suit, proceeding or investigation, in equity or at law, before or by any court or governmental agency or body, is pending or threatened against Borrower or to the best knowledge of the Borrower, against any other person: (i) that reasonably might (A) result in material liability on the part of the Borrower or (B) materially and adversely affect the construction, operation, condition or feasibility of the Project; or (ii) wherein an adverse decision, ruling or finding might adversely affect (A) the transactions contemplated by the Bond Purchase Agreement, the Financing Agreement or the Letter of Representation or (B) the validity

or enforceability of the Financing Agreement, the Borrower Bonds, the Bond Purchase Agreement, the Letter of Representation or any agreement or instrument to which the Borrower is a party and which is used or is contemplated for use in the consummation of the transactions contemplated hereby and by the Indentures, the Financing Agreement, the Official Statement and the Bonds.

(k) Since June 30, 2012, no material adverse change has occurred in the financial position of the Borrower or in its results of operations, except as set forth in or contemplated by the Preliminary Official Statement and the Official Statement, nor has the Borrower, since such date, incurred any material liabilities other than in the ordinary course of business or as set forth or contemplated in the Preliminary Official Statement and the Official Statement.

(l) The Borrower's audited financial statements have been prepared in accordance with generally accepted accounting principles consistently applied throughout the periods concerned (except as otherwise disclosed in the notes to such financial statements) and fairly present the financial position and results of operations of the Borrower at the respective dates and for the respective period indicated therein.

(m) The information provided by the Borrower in response to the Tax Questionnaire set forth as Exhibit K to the Financing Agreement is accurate and complete as of the date hereof.

Any certificate signed by any officer of the Borrower and delivered to the Underwriter pursuant hereto or to the Bond Purchase Agreement shall be deemed to be a representation and warranty by the Borrower as to the statements made therein with the same effect as if such representations and warranties were set forth herein.

2. Agreements of the Borrower. The Borrower agrees with the Underwriter as follows:

(a) The Borrower will furnish such information, execute such instruments and take such other actions in cooperation with the Underwriter as the Underwriter may request in order to: (i) qualify the Bonds for offer and sale under the blue sky or other securities laws of such states and other jurisdictions of the United States as the Underwriter may designate, and the Borrower will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Bonds and (ii) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions; provided, however, that the Borrower shall not be required to execute a general or special consent to service of process or to qualify to do business in connection with any such qualification or determination. The Borrower hereby consents to the use of the Financing Agreement, the Preliminary Official Statement, the Official Statement, the Bond Purchase Agreement and the Letter of Representation by the Underwriter in obtaining such qualifications and determining such eligibilities.

(b) If, prior to the Closing Date or within twenty-five (25) days subsequent to the end of the "underwriting period" (as defined in the Bond Purchase Agreement), any event shall occur that might or would cause the information relating to the Borrower contained in

Appendix A of the Official Statement or the Borrower's audited financial statements to contain any untrue statement of a material fact or to 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, the Borrower shall so notify the Corporation and the Underwriter. If, in the opinion of the Underwriter or counsel for the Underwriter, such event requires the preparation and publication of an amendment of or a supplement to the Official Statement, the Corporation will cause the Official Statement to be amended or supplemented in form and substance satisfactory to the Underwriter and the Corporation, and all expenses thereby incurred will be paid by the Borrower if such amendment or supplement is prepared and furnished to the Underwriter on or prior to the twenty-fifth day following the Closing. After the twenty-fifth day following the Closing, the Borrower shall have no liability for expenses incurred in the preparation and publication of an amendment or supplement to the Official Statement. For the purposes of this Section 2(b), the Borrower will furnish such information with respect to itself as the Underwriter reasonably may from time to time request.

3. Indemnification. (a) To the extent permitted by law, the Borrower shall indemnify and hold harmless the Corporation, the Underwriter, each of their respective members, officers and employees and each person who controls the Underwriter within the meaning of Section 15 of the Securities Act of 1933, as amended (such Act being herein called the "Securities Act" and any of the foregoing being herein called an "Indemnified Party"), against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under any statute or at law or in equity or otherwise, and shall reimburse any such Indemnified Party for any reasonable legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon (i) an allegation or determination that the Borrower took action or failed to take action or failed to qualify for an exemption and as a result, the Bonds should have been registered under the Securities Act or the Indentures should have been qualified under the Trust Indenture Act of 1939, as amended, or (ii) any statement or information relating to the Borrower in or incorporated by reference in Appendices A and B of the Official Statement or any amendment thereof or supplement thereto or in the Preliminary Official Statement, that is (or is alleged to be) untrue, incorrect or misleading in any material respect or the omission (or alleged omission) therefrom of any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that (A) the Borrower will not be liable for the amount of any settlement of any claim or action made without its prior written consent and (B) the foregoing indemnity agreement with respect to any Preliminary Official Statement shall not inure to the benefit of the Underwriter (or member, officer, employee or agent thereof or any person controlling such Underwriter) from whom the person asserting any such losses, claims, damages or liabilities purchased Bonds if a copy of the Official Statement (as then amended or supplemented if the Borrower shall have furnished any amendments or supplements thereto) was not sent or given by or on behalf of such Underwriter to such person at or prior to delivery of Bonds to such person, and if the Official Statement (as so amended or supplemented) would have cured the alleged defect giving rise to such loss, claim, damage or liability. This indemnity agreement shall not be construed as a limitation on any other liability which the Borrower may otherwise have to any Indemnified Party, provided that in no event shall the Borrower be obligated for double indemnification.

(b) An Indemnified Party shall, promptly after the receipt of notice of the commencement of any action against such Indemnified Party in respect of which indemnification will be sought against the Borrower under this Section 3, notify the Borrower in writing of the commencement thereof. Failure of the Indemnified Party to give such notice will reduce the liability of the Borrower by the amount of damages attributable to the failure of the Indemnified Party to give such notice to the Borrower, but the failure to notify the Borrower of any such claim or action shall not relieve the Borrower from any liability that it may have to such Indemnified Party otherwise than under the indemnity agreement contained in this Section 3. In case any such action shall be brought against an Indemnified Party and such Indemnified Party shall notify the Borrower of the commencement thereof, the Borrower may, or if so requested by such Indemnified Party shall, participate therein or assume the defense thereof, with counsel satisfactory to such Indemnified Party and after notice from the Borrower to such Indemnified Party of an election so to assume the defense thereof and approval of counsel by the Indemnified Party the Borrower will not be liable to such Indemnified Party under this Section 3 for any legal or other expenses subsequently incurred by such Indemnified Party in connection with the defense thereof other than reasonable costs of investigation; provided, however, that unless and until the Borrower assumes the defense of any such action, the Borrower shall have the right to participate at its own expense in the defense of any such action. If the Borrower shall not have employed counsel, satisfactory to the Indemnified Party, to have charge of the defense of any such action within a reasonable time after notice of commencement of such action, or if an Indemnified Party shall have reasonably concluded that there may be defenses available to it and/or any other Indemnified Party that are different from or additional to those available to the Borrower (in which case the Borrower shall not have the right to direct the defense of such action on behalf of such Indemnified Party), legal and other expenses, including the expenses of separate counsel, incurred by such Indemnified Party shall be borne by the Borrower.

(c) (i) The Underwriter agrees to indemnify and hold harmless the Borrower and each of its officers, employees and agents (such person being herein called an "Indemnitee") against any and all claims, causes of action, damages, liabilities, amounts paid in settlement of litigation, losses or expenses whatsoever incurred by it in connection with investigating any claims against it and defending any actions, insofar as such losses, claims, damages, liabilities (or actions in respect thereof), arise out of or are based upon any statement or information contained under the caption "Underwriting" in the Preliminary Official Statement or the Official Statement or any amendment thereof or supplement thereto and that is (or is alleged to be) untrue, incorrect or misleading in any material respect, or the omission (or alleged omission) of any material fact necessary in order to make the statements therein (under said caption), in the light of the circumstances under which they were made, not misleading.

(ii) An Indemnitee shall, promptly after the receipt of notice of commencement of any action against such Indemnitee in respect of which indemnification will be sought against the Underwriter under this Section 3(c), notify the Underwriter in writing of the commencement thereof. Failure of the Indemnitee to give notice will reduce the liability of the Underwriter by the amount of damages attributable to the failure of the Indemnitee to give such notice to the Underwriter, but the omission to notify the Underwriter of any such claim or action shall not relieve the Underwriter from any liability that it may have to such Indemnitee otherwise than under the indemnity agreement contained in this Section 3(c). In case any such action shall be brought against an Indemnitee and such Indemnitee shall notify the Underwriter

of the commencement thereof, the Underwriter may, or if so requested by such Indemnitee shall participate therein or assume the defense thereof, with counsel satisfactory to such Indemnitee and after notice from the Underwriter to such Indemnitee of an election so to assume the defense thereof and approval of counsel by the Indemnitee the Underwriter will not be liable to such Indemnitee under this Section 3(c) for any legal or other expenses subsequently incurred by such Indemnitee in connection with the defense thereof other than reasonable costs of investigation; provided, however, that unless and until the Underwriter assumes the defense of any such action at the request of such Indemnitee, the Underwriter shall have the right to participate at its own expense in the defense of any such action. If the Underwriter shall not have employed counsel, satisfactory to the Indemnitee, to have charge of the defense of any such action within a reasonable time after notice of commencement of such action, or if an Indemnitee shall have reasonably concluded that there may be defenses available to it and/or any other Indemnitee that are different from or additional to those available to the Underwriter (in which case the Underwriter shall not have the right to direct the defense of such action on behalf of such Indemnitee), legal and other expenses, including the expenses of separate counsel, incurred by such Indemnitee shall be borne by the Underwriter.

(d) In order to provide for just and equitable contribution in circumstances in which the indemnification provided for in paragraphs (a) or (c) of this Section 3 is due in accordance with its terms but is for any reason held by a court to be unavailable from the Borrower or the Underwriter on grounds of policy or otherwise, the Borrower and the Underwriter shall contribute to the aggregate losses, claims, damages and liabilities (including legal or other expenses reasonably incurred in connection with investigating or defending same) to which the Borrower and the Underwriter may be subject in such proportion so that the Underwriter who is responsible for that portion represented by the percentage that the underwriting discount bears to the initial offering prices set forth on the cover of the Official Statement and the Borrower is responsible for the balance; provided, however, that (i) in no case shall the Underwriter be responsible for any amount in excess of the underwriting discount applicable to the Bonds purchased by the Underwriter and (ii) no person guilty of fraudulent misrepresentation within the meaning of Section 11(f) of the Securities Act shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this Section 3, each person who controls an Underwriter within the meaning of Section 15 of the Securities Act shall have the same rights as such Underwriter. Any party entitled to contribution shall, promptly after receipt of notice of any claim or commencement of any action, suit or proceeding against such party in respect of which a claim for contribution may be made against another party or parties under this paragraph 3(d), notify such party or parties from whom contribution may be sought, but the omission so to notify such party or parties shall not relieve the party or parties from whom contribution may be sought from any other obligation it or they may have hereunder or otherwise than under this paragraph 3(d).

4. Notices. Any notice or other communication to be given to the Corporation or the Underwriter under the Letter of Representation may be given by delivering the same in writing to the respective addresses set forth in Section 12 of the Bond Purchase Agreement; and any notice or other communication to be given to the Borrower under the Letter of Representation may be given by delivering the same in writing to the addresses set forth in the Financing Agreement.

5. Parties in Interest, Survival of Representations, Warranties and Indemnities, Payment of Expenses. (a) The Letter of Representation is made solely for the benefit of the Corporation, the Underwriter, the Borrower (including their respective successors or assigns) and, to the extent set forth herein, persons to be indemnified pursuant to Section 3 of the Letter of Representation (including their respective personal representatives, successors and assigns), and no other person, partnership, association or corporation shall acquire or have any right under or by virtue hereof.

(b) All the representations, warranties and indemnities made by the Borrower in the Letter of Representation shall remain operative and in full force and effect and shall survive the date of the Closing (as defined in the Bond Purchase Agreement), regardless of (i) any investigations made by or on behalf of the Underwriter, the Corporation or any other person to be indemnified pursuant to Section 3 hereof, (ii) delivery of and payment for the Bonds and (iii) any termination of the Bond Purchase Agreement.

6. Miscellaneous. The headings of the sections of the Letter of Representation are inserted for convenience only and shall not be deemed to be a part hereof.

No recourse under or upon any obligation, covenant or agreement contained in the Letter of Representation shall be had against any officers of the Borrower or the Underwriter, as individuals. In the event of a conflict between the Financing Agreement and the Letter of Representation, the Financing Agreement shall be controlling. The Letter of Representation shall be governed by and construed in accordance with the laws of the State of Rhode Island.

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If the foregoing is in accordance with your understanding of the agreement among us, please sign and return to each of us the enclosed duplicates of the Letter of Representation, whereupon this will constitute a binding agreement among us in accordance with the terms hereof. The Corporation and the Underwriter may execute their respective acceptances hereof in counterparts.

Very truly yours,

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

[Acceptance of Corporation and Underwriter on following page]

The foregoing is hereby accepted
as of the date first written above.

RHODE ISLAND HEALTH AND
EDUCATIONAL BUILDING CORPORATION

By:_____
Name: James K. Salome
Title: Chairperson

ROOSEVELT & CROSS, INC.

By:_____
Name:
Title: