AGREEMENT TO PROVIDE CONTINUING DISCLOSURE

THIS AGREEMENT, dated December 12, 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 shall immediately notify in writing the Corporation and the Trustee 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. Upon the Trustee's receipt of such written notice from the Borrower, it will provide a copy of the notice to the Corporation. The fact that the Trustee or any affiliate thereof may have any fiduciary or banking relationship with the Borrower or the Corporation apart from the relationship created by the Rule shall not be construed to mean that the Trustee has actual knowledge of any event or condition except as may be provided by written notice from the Borrower or the Corporation.

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

[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.

(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:

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: David W. Doucette
Title: Vice President

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

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