

February 18, 2009

Re: Town of Bristol \$12,210,000 General Obligation Bonds
dated February 15, 2009 and due February 15, 2010-2029 (the "Bonds")
and \$2,000,000 General Obligation Bond Anticipation Notes
dated February 18, 2009 and due February 17, 2010 (the "Notes")
(the Bonds and the Notes are sometimes collectively referred
to as the "Obligations")

Dear Mr. Day:

This letter agreement reflects the appointment by the Town of Bristol, Rhode Island ("Issuer") of Wells Fargo Bank, N.A. (the "Paying Agent") as Paying Agent for the above-referenced Obligations, and the Paying Agent hereby accepts such appointment. In order to serve your needs and ensure that all payments are timely made, I am providing in this letter our procedures and understandings with respect to our duties:

Payment of Obligations. The Paying Agent will, from such immediately available funds as are deposited with it by the Issuer, pay when due all payments on the Obligations. In no event will the Paying Agent be expected or required to advance its own funds to make payments on the Obligations.

Issuer to Provide Immediately Available Funds. For any payment due on the Obligations, the Issuer will ensure that there will be on deposit with the Paying Agent, by no later than 11:00 A.M. on any payment date, immediately available funds in such amounts as may be required to make such payment. For wire transfers, please direct deposits to the following account:

Wells Fargo Bank, N.A.
ABA No. 121-000-248
Account No. 6355060501
Attention: Tina Turner
Ref: Town of Bristol, Rhode Island
\$12,210,000 General Obligation Bonds (For Bonds) and
\$2,000,000 General Obligation Notes (For Notes)

Investment of Funds Provided to Paying Agent. The Paying Agent will be under no duty or obligation to invest any funds deposited with it by the Issuer or required to pay any interest on any such funds.

Reliance by Paying Agent. The Paying Agent may rely upon any instructions provided to it by the Issuer, or upon any advice or instructions provided to it by bond counsel to the Issuer or its own counsel, in connection with its duties and will not be liable for any action taken or omitted to be taken by it in good faith in accordance with such instructions or advice. The Paying Agent will be entitled to rely upon and will be protected in acting upon any notice, request, consent,

certificate, order, affidavit, or other paper or document believed by it to be genuine and to have been signed or sent by the proper person or persons. The Paying Agent will incur no liability for the performance of its duties, except for any liability arising from its own negligence or willful misconduct

Indemnification. In consideration of its acceptance of the appointment as the Paying Agent, the Issuer agrees to indemnify and hold the Paying Agent harmless as to any liability incurred by it (except for noncompliance in material respects with the provisions hereof, negligence or willful misconduct) to any person, firm or corporation by reason of its having accepted the same or in carrying out any of the terms hereof, and to reimburse the Paying Agent for all its expenses, including, among other things, counsel fees and court costs, incurred by reason of its position hereunder or actions taken pursuant hereto.

Resignation or Removal of Paying Agent. The Paying Agent may resign or may be removed by the Issuer (after payment of any amounts due to the Paying Agent), such resignation or removal to be effective forty-five (45) days after written notice to the other party. In the event that the Issuer shall fail to appoint a Paying Agent hereunder, or in the event that the Paying Agent shall resign or be removed, or be dissolved, or if the property or affairs of the Paying Agent shall be taken under the control of any state or federal court or administrative body because of bankruptcy or insolvency, or for any other reason, and the Issuer shall not have appointed its successor as Paying Agent, the Issuer shall ipso facto be deemed to be the Paying Agent for all purposes until the appointment by the Issuer of the Paying Agent or successor Paying Agent, as the case may be.

Merger or Consolidation of Paying Agent. Any entity into which the Paying Agent may be merged or with which it may be consolidated, or to which it may sell or transfer all or substantially all of its corporate trust business, will become the successor Paying Agent without the execution or filing of any document or the taking of any further action.

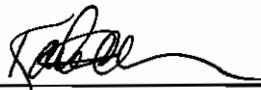
Compensation of Paying Agent. The Issuer will compensate and reimburse Paying Agent for its services and expenses incurred as Paying Agent in accordance with the Paying Agent's schedule of fees and expenses in effect when the services are performed or expenses are incurred.

Term. Paying Agent's duties will, unless earlier terminated by the parties, remain in place until the Obligations have fully matured, been redeemed, or been fully paid.

We hope these procedures and understandings will meet your needs. Please acknowledge your agreement with this letter on behalf of the Issuer by signing and returning the enclosed copy in the envelope provided.

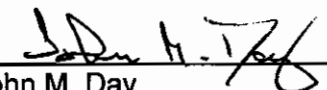
Sincerely,

WELLS FARGO BANK, N.A.
Paying Agent

By: 
Vice President

Acknowledged and Agreed:

TOWN OF BRISTOL

By: 
John M. Day
Treasurer