

INDEMNIFICATION AGREEMENT
For Group Annuity Contract No. 1132 GAC

This indemnification agreement (the "Agreement") is entered into by John Hancock Life Insurance Company (U.S.A.), a Michigan Corporation ("John Hancock"), and The City of Central Falls (the "City" or the "Employer").

WHEREAS, the Employer is the sponsor of The City of Central Falls Pension Plan (the "Plan"); and

WHEREAS, John Hancock is the issuer of Group Annuity Contract No. 1132 GAC (the "Contract"), issued as a funding vehicle for the Plan; and

WHEREAS, under the terms of the Contract, John Hancock holds certain amounts (the "Participant Accumulations") consisting of participant contributions and interest credited on those contributions; and

WHEREAS, certain participants in the Plan, as listed on the attached Schedule A, have executed a release authorizing John Hancock to transfer their Participant Accumulations to the Trustee identified by the Employer, Century Bank and Trust Company, and releasing John Hancock from any obligation to pay any benefits that would have been owed to such participants under the Plan; and

WHEREAS, John Hancock is willing to agree to such transfer of the Participant Accumulations listed on Schedule A.

NOW THEREFORE, effective as of May 1, 2016, and in consideration of John Hancock and the Employer agreeing to execute the Indemnification Agreement, the Employer agrees as follows:

- (1) John Hancock is relieved of any obligation for the payment of Plan benefits directly to Plan participants or their beneficiary, spouse, or contingent annuitant ("Payees"), now or in the future for any participant listed on Schedule A.
- (2) The Plan is solely liable for the payment of Plan benefits associated with said Payees.
- (3) The Employer shall save and hold harmless John Hancock from any and all liability it may have at any time to any and all Payees or to the legal representatives of such Payees, with respect to the payment or failure to pay Plan benefits associated with the transfer of the Participant Accumulations to the new Trustee or the payment of any retirement benefit from the date the releases are executed.
- (4) The Employer shall save and hold harmless John Hancock from any and all claims, suits, interest and expenses, including reasonable attorneys' fees and counsel fees that John Hancock may sustain or become liable or answerable for or shall pay upon or in consequence of the liabilities described in the preceding paragraph (3).

The liability of the Employer under (3) and (4) above is contingent upon John Hancock:

- a. Giving prompt notice, in writing, to the Employer of any claim or suit referred to above, and affording the Employer full opportunity to participate in the defense or settlement of any such claim or suit by its own counsel; provided, however, failure to give prompt notice of a particular claim or suit shall not relieve the Employer of its liability with respect to such claim or suit if such failure was unintentional and did not prejudice the participation of the Employer in the defense thereof and, in any event, shall not affect the liability of the Employer with respect to any other claim or suit;
- b. Making available to the Employer or its counsel all of its books, records, and documents necessary for the defense of any such claim or suit, and cooperating fully with the

Employer to secure any necessary or relevant information or testimony which may be material to such claim or suit;

- c. Timely executing all necessary pleadings or other documents in any litigation arising out of, or with respect to, any such claim when requested to do so by the Employer or its counsel upon written request filed with John Hancock at its Home Office, 601 Congress Street, Boston, Massachusetts 02210; provided, however, that such pleadings or documents meet the approval of counsel for John Hancock, which approval shall not be unreasonably withheld;
- d. Not making any payment or settlement with respect to any such claim or suit without the consent of the Employer or its counsel unless or until John Hancock is required to do so by final adjudication.

An instrument in writing signed by the parties hereto may amend this Agreement.

The laws of the Commonwealth of Massachusetts shall govern this Agreement.

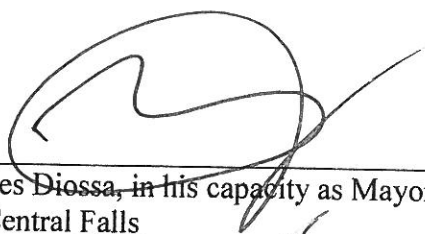
IN WITNESS WHEREOF, each of the parties to this Agreement has caused this Agreement to be signed by its duly authorized officer, and its Corporate Seal to be hereunto affixed as of the dates designated below.

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)

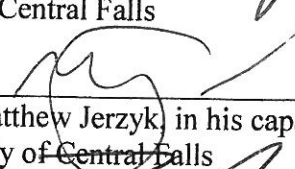
Date:

By: _____
Assistant Vice President

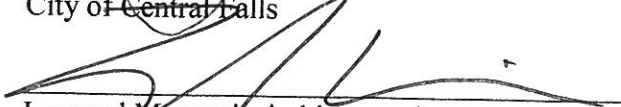
CITY OF CENTRAL FALLS



James Diossa, in his capacity as Mayor of the City of Central Falls



Matthew Jerzyk, in his capacity as Solicitor of the City of Central Falls



Leonard Morganis, in his capacity as Administrative and Finance Officer of the City of Central Falls