

APPENDIX B

INDEMNIFICATION AGREEMENT

Xfinity Center for the Performing Arts
2015 Season

WHEREAS, LIVE NATION WORLDWIDE, INC., a Delaware corporation with a place of business at 36 Bay State Road, Cambridge, Massachusetts 02138 ("Licensee") has been granted a license (the "License") by the Town of Mansfield, a municipal corporation, with its offices at Town Hall, 6 Park Row, Mansfield, Massachusetts, acting by and through its Board of Selectmen ("Town"), pursuant to the provisions of M.G.L. Chapter 140, section 181 and/or 183A or Chapter 136, section 4, and

WHEREAS, pursuant to the License, Licensee may present referenced event(s) (the "Event(s)") which shall be scheduled from time to time during calendar year 2015 and approved by the Town in the License;

WHEREAS, the Town has conditioned the License for the Event(s) upon the execution of this Indemnification Agreement, and

NOW, THEREFORE, in consideration of the grant of the License and for other good and valuable consideration,

IT IS AGREED:

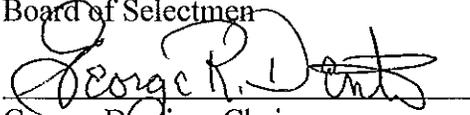
The Licensee shall indemnify, defend and save the Town and each of its officers, agents, servants and employees (collectively, the "Town Parties") harmless from and against any and all claims, liabilities, liens, demands and causes of action ("Claim(s)") for or on account of any injury to persons, damage to property, fines, penalties, assessments, so-called civil rights claims or any other loss of whatever kind or nature arising out of the grant of the License or the conduct of the Event(s), except to the extent such Claim was caused by the negligence or willful misconduct of the Town Parties.

The Town shall give the Licensee prompt written notice of any such Claim and Licensee shall defend such claim and, if necessary in Licensee's reasonable discretion, obtain independent counsel for the Town Parties. The Licensee shall bear the entire cost of defense of such Claims.

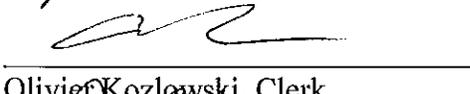
Notwithstanding anything contained herein to the contrary, this Indemnification Agreement is not intended, and shall not be interpreted, to expand the scope of the Town's liability under applicable law absent this Indemnification Agreement.

IN WITNESS WHEREOF, the parties have caused these presents to be executed, under seal, this _____ day of _____, 2015.

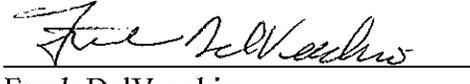
TOWN OF MANSFIELD,
Acting by and through its
Board of Selectmen


George Dentino, Chairman

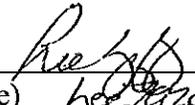

Jess Aptowitz, Vice Chairman


Olivier Kozlowski, Clerk

Douglas Annino


Frank DelVecchio

LIVE NATION WORLDWIDE, INC.

By: 
(name) Lee Kozlowski
Its: General Manager