CLUB SEAT LICENSE ("CSL") TERMS AND CONDITIONS

These terms and conditions constitute the CSL Terms and Conditions referred to in, and incorporated into, the GIANT Center Club Seat License Agreement (the "Agreement") executed by the person or entity identified therein as "Licensee" and Regional Arena Management, LLC (the "Licensor"), as agent for the Township of Derry Industrial and Commercial Development Authority. These CSL Terms and Conditions shall be binding upon Licensee and Licensor. Capitalized terms used but not defined herein have the same meaning as set forth in the Agreement.

1. GRANT OF CSL. For and in consideration of Licensee's payment of the Annual License Fee, Licensor grants to Licensee revocable right and license to access and use the club seats ("Seats") during the Term for all home regular season and exhibition Hershey Bears hockey games (the "Included Events") subject to the terms and conditions of the Agreement and these CSL Terms and Conditions. The services and amenities listed at Club Seat Amenities are included with the Annual License Fee. ALL POST-SEASON HERSHEY BEARS HOCKEY GAMES ARE NOT INCLUDED IN THE ANNUAL LICENSE FEE. Except for Excluded Events (as defined in Section 3 of these CSL Terms and Conditions), Licensee shall have the right of first refusal to purchase tickets for the Seats for all other events at the GIANT Center, including all post-season Hershey Bears hockey games (collectively, the "Additional Events"), under an additional order form provided by Licensor to Licensee prior to the applicable Additional Event(s). If Licensee does not purchase tickets for Licensee's designated Seat(s) for Additional Events by the date specified by Licensor in its sole discretion, then Licensor may sell such Additional Events tickets to persons other than Licensee. All rights not expressly granted to Licensee in the Agreement and these CSL Terms and Conditions are reserved to Licensor and notwithstanding the grant of this CSL exclusive possession of the Seats shall remain with Licensor.

2. TERMINATION.

2.1 If any payment by Licensee is thirty (30) days past due, Licensor reserves the right to suspend Licensee's access to and use of the Seats until payment in full is received. If any payment continues to be past due for sixty (60) or more days, Licensor, may terminate the Agreement without penalty upon written notice to Licensee, and the entire unpaid balance of the Annual License Fee(s), plus any interest due, will be immediately due and payable to Licensor. In the event of collection enforcement, Licensee shall be liable for any costs associated with such collection, including, without limitation, legal costs, attorneys' fees, and court costs.

2.2 Licensor may, in its sole discretion, close the GIANT Center and/or terminate the Agreement in the event of a local or national emergency. In the event of such termination under this Section, the entire prorated amount due up to the termination date, plus any interest incurred, will be immediately due and payable to Licensor.

2.3 A termination of the Agreement by Licensee will be considered a Default under Section 9 of these CSL Terms and Conditions.

2.4 Upon expiration or termination of the Agreement for any reason, and by either party, all rights and licenses granted to Licensee under the Agreement and these CSL Terms and Conditions shall immediately terminate. Except as otherwise set forth herein, termination shall not affect Licensee's obligation to pay all undisputed fees and charges accrued or earned by Licensee prior to termination.

2.5 Each party shall have, in addition to and not in lieu of those remedies set forth herein in this Section 2, the right to exercise all of its rights and remedies at law, singly or cumulatively, at its sole discretion.

3. EXCLUDED EVENTS. The CSL does not apply to events at the GIANT Center whose organizers or promoters require, as a condition of use of the GIANT Center, exclusive control over all seats in the venue ("Excluded Events"). In the event tickets for Excluded Events are sold to the general public, Licensor will, if reasonably possible, offer Licensee an opportunity to purchase tickets to the event.

4. AUTHORITY. Licensor has the right to market and sell CSLs and enter into Club Seat License Agreements for the GIANT Center.

5. POSSESSION AND USE OF SEATS AND GIANT CENTER. Licensee will have the privilege to enter the GIANT Center and use the Seat(s) only upon presentation of a ticket for admission to an Included Event or an Additional Event. Licensor will provide Licensee with all applicable tickets (including parking passes) for Included Events and Additional Events. Licensee shall be bound by and shall observe the terms and conditions upon which tickets for admission to the GIANT Center have been issued, including, without limitation, any policy adopted with respect to the cancellation or postponement of games or events. In addition, Licensee shall observe all applicable laws, ordinances, regulations, and rules of conduct (collectively, "Regulations") adopted from time to time by any government authority, the Licensor, or other event sponsor(s). Such Regulations are subject to change and may vary over time. Licensee further understands (i) that such Regulations, among other things, are intended to promote the safety of all persons and property, protect the GIANT Center, and enhance the pleasure of the game and event day experience, and may therefore restrict or prohibit, without limitation: unruly or disorderly conduct, the use of intoxicating beverages, possession or use of illegal drugs or controlled substances, sale or distribution of material while on GIANT Center property, offensive or obscene language or displays, damage to GIANT Center facilities or property, and possession in the GIANT Center of items that in the reasonable judgment of security personnel are or may be contrary to the purposes of such Regulations, including without limitation, beverages, cameras, food, explosives, paint, recording and transmitting devices, signs and posters, sound devices, weapons, or umbrellas; and (ii) that patrons, their

vehicles, and belongings may be subject to search to enforce such Regulations. In addition, Licensee shall not take any action which would cause any increase in premiums of any insurance policy of Licensor, by causing Licensor or any other party to fail to meet any requirement or condition of such policy or otherwise. Without limiting the foregoing, Licensee specifically agrees that neither it nor its invitees will: (i) bring into the GIANT Center any alcoholic or intoxicating beverage, any illegal drugs or, except as prescribed by a physician, any controlled substance, or any weapons, explosives, or other items prohibited by security personnel in their reasonable judgment; (ii) permit the seats to be used for any illegal, improper, immoral, or objectionable purpose, or in any way obstruct or interfere with the rights of any other attendees; or (iii) film, record, or transmit from the Seats all or any portion of any game or other event, or any description thereof, by any means (including, without limitation, social media websites, radio, or television broadcasting, whether broadcast "live" or by means of film or tape).

Licensee and all persons in the control of the Licensee will abide by and conduct themselves at all times while on Giant Center property in accordance with the Code of Conduct and Ethics (the "Code") (found at www.hersheyentertainmentandresorts.com/assets/pdf/code_of_coduct_ethics_2024.pdf) and other Licensor policies and procedures ("Policies"). Licensee understands and acknowledges that Licensor reserves the right to remove any person from the Giant Center property if Licensor determines, in its sole and absolute discretion that the behavior of any person is in violation of this Section and/or is not suitable for the Giant Center.

OBSERVANCE BY LICENSEE AND THEIR INVITEES OF THE REGULATIONS, CODE, AND POLICIES IS THE CONTRACTUAL OBLIGATION OF LICENSEE. A VIOLATION BY LICENSEE OR THEIR INVITEES OF THIS SECTION WILL BE CONSIDERED A DEFAULT UNDER SECTION 9. IN ADDITION TO THE REMEDIES SET FORTH IN SECTION 9, IN THE EVENT OF A VIOLATION OF THIS SECTION, LICENSEE AND/OR THEIR INVITEES MAY BE REMOVED FROM THE SEATS AND/OR GIANT CENTER, AND LICENSOR RESERVES THE RIGHT TO BAN LICENSEE FROM ANY AND ALL OF LICENSOR'S OR HERSHEY ENTERTAINMENT & RESORTS COMPANY'S PROPERTY(IES).

6. ADDITIONAL TICKETS. Licensee may purchase additional club level tickets or tickets on other levels, or in other sections of the GIANT Center, for events Licensor may make available for CSL holders prior to such tickets being made available to the general public. The number, location, price, and procedures for any such additional tickets will be determined by Licensor in its sole discretion and shall be subject to availability.

7. ADDITIONAL PARKING. Licensee may purchase additional parking tickets for spaces in the club seat parking area for either a specific Included Event or Additional Event or an entire License Year subject to availability, which will be solely determined by Licensor. Licensor shall have sole discretion to determine the price for such additional parking tickets and to designate the location of any parking spaces assigned to or purchased by Licensee.

8. RENEWAL. Provided Licensee has not committed a Default (as defined in Section 9), Licensee will be eligible to exercise the option set forth in the Agreement to extend the Term of the Agreement by entering into a new Club Seat License Agreement.

9. DEFAULT. In the event Licensee fails to pay when due any amounts to be paid by Licensee pursuant to the Agreement and these CSL Terms and Conditions (including, without limitation, the Annual License Fee), is or becomes insolvent or is a party to any voluntary or involuntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects the affairs or property of Licensee, or otherwise defaults in the performance or observation of Licensee's duties and obligations under the Agreement and these CSL Terms and Conditions ("Default"), Licensor may immediately terminate the Agreement and CSL granted to Licensee. In the event Licensor terminates the Agreement and CSL pursuant to this Section, Licensor, in its sole and absolute discretion, may require that the entire unpaid balance of the Annual License Fee(s) under the Agreement, plus any interest incurred will be immediately due and payable to Licensor. In addition, no refunds will be provided to Licensee if the Agreement and CSL are terminated in accordance with this Section. The foregoing remedy shall not be to the exclusion of any other right or remedy set forth in the Agreement, these CSL Terms and Conditions, or otherwise available in law or in equity. Licensee shall be responsible for all reasonable attorneys' fees and costs incurred by Licensor in the enforcement of the Agreement and these CSL Terms and Conditions, whether or not litigation is actually commenced and including any appellate proceedings. No waiver by the Licensor of any Default or breach by the Licensee of its obligations under the Agreement or these CSL Terms and Conditions shall be construed to be a waiver or release of any other subsequent Default or breach by the Licensee or anyone else under the Agreement or these CSL Terms and Conditions, and no failure of or delay by Licensor in the exercise of any remedy provided for in the Agreement or these CSL Terms and Conditions shall be construed as a forfeiture or waiver thereof or of any other right or remedy available to Licensor. Licensee agrees that (1) an uncured breach by Licensee under any agreement between Licensee and Licensor and/or Hershey Entertainment & Resorts Company ("HE&R") (or any of their subsidiaries or affiliates) is a default under all other agreements between Licensee and Licensor and/or HE&R; and (2) any amounts due to Licensee under any agreement between Licensee and Licensor and/or HE&R secure the obligations now or hereafter outstanding under all such agreements, and Licensor and/or HE&R may, in its sole discretion, setoff or net any outstanding obligations under any such agreement from the amounts due to Licensee under such agreements upon written notice to Licensee.

10. CANCELLATION OF INCLUDED EVENTS. In the event that the GIANT Center is closed and/or the Seat(s) or comparable seats are not available for use due to (i) a player strike; (ii) condemnation of the GIANT Center; (iii) eminent domain; (iv) damage or destruction (unless caused by Licensee or its invitees); (v) terrorism; or (vi) Acts of God, including floods, windstorms, and tornados, then Licensee will receive a credit, which will be computed at the end of the affected License Year ("Credit"). The amount of the Credit will be calculated as follows: the amount of the Annual License Fee paid for the affected License Year will be divided by the number of scheduled Included Events for the affected License Year, and then will be multiplied by the number of cancelled Included Events that were not rescheduled during the affected License Year. Licensor

and Licensee agree that the Credit, to the extent available, will be applied to the next payment(s) due under this Agreement, if applicable, or will be applied against the License Fees due in connection with a new Club Seat License Agreement for the Seats. In the event that Licensee elects not to enter into a new agreement for the Seats, the amount of the Credit will be refunded to Licensee within sixty (60) days following the end of the affected License Year, and Licensor shall not have any further liability under the Agreement and these CSL Terms and Conditions.

11. DISCLAIMER OF LIABILITY; ASSUMPTION OF RISKS; INDEMNIFICATION. NONE OF THE LICENSOR, HERSHEY BEARS, HERSHEY ENTERTAINMENT & RESORTS COMPANY, TOWNSHIP OF DERRY INDUSTRIAL AND COMMERCIAL DEVELOPMENT AUTHORITY OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS ("RELEASED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR AND LICENSEE AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY LIABILITY, LOSSES, CLAIMS, DEMANDS, COSTS, AND EXPENSES, INCLUDING ATTORNEYS' FEES AND LITIGATION EXPENSES, ARISING OUT OF ANY PERSONAL INJURY OR PROPERTY DAMAGE OCCURRING IN OR UPON THE GIANT CENTER IN CONNECTION WITH THE USE BY LICENSEE OR LICENSEE'S INVITEES OR OCCUPANCY OF THE SEAT(S) OR DUE TO ANY CONTRAVENTION OF THE PROVISIONS OF THE AGREEMENT, THESE CSL TERMS AND CONDITIONS OR OF ANY APPLICABLE LAWS, RULES, REGULATIONS, OR ORDER OF ANY GOVERNMENTAL AGENCY HAVING APPROPRIATE JURISDICTION OVER ANY ACTIONS OF LICENSEE.

Licensee, for itself and its invitees, assumes all risks of personal injury to, or for any damage to or any loss of property of, Licensee or its invitees, arising out of, during or relating to their attendance at games and other events held in the GIANT Center. Licensee acknowledges that alcoholic beverages will be available in the GIANT Center and that attendance at games and other events at the GIANT Center may expose attendees to certain risks of injury including, without limitation, incidents involving other patrons who have consumed alcoholic beverages, injury from thrown or dropped objects, spills of food or beverages, and the unruly behavior of other patrons. Licensee, for itself and its invitees, hereby agrees to assume all responsibility and liability for the consumption in the GIANT Center of alcoholic beverages by Licensee and its invitees and for the conduct and behavior of Licensee and its invitees.

12. CONFIDENTIALITY. Since the information in the Agreement and these CSL Terms and Conditions, and the terms and provisions thereof, may be of value to competitors or others in similar industries, the parties agree to keep all such information, as well as the terms of subsequent agreements between the parties arising herefrom, confidential, and they agree not to discuss or divulge it to any third party other than officers, employees, agents, attorneys, accountants, and other professional advisors and consultants who are bound by obligations of nondisclosure and limited use at least as stringent as those contained here. Notwithstanding the foregoing, neither party shall be obligated to keep confidential any information that is: (a) known to it prior to receipt thereof from the other party as evidenced in written records; (b) rightfully obtained from a third party lawfully in possession of the confidential information who is not bound by confidentiality obligations; (c) in the public domain or becomes generally known through no fault of either party; or (d) independently developed by the receiving party without knowledge of the confidential information. Additionally, either party shall be permitted to disclose information of the other party as required by any law, regulation, or order of a court or regulatory body, or pursuant to governmental action or regulatory requirement, provided that the party so required shall give prompt notice prior to production so that the party owning the confidential information may seek a protective order or other appropriate relief. In the event that such protective order is not obtained, the party required to make such disclosure shall disclose only that portion of the confidential information which it is legally required to disclose.

13. MISCELLANEOUS.

13.1 The CSL does not grant or provide Licensee with any property right, nor does it grant or provide any ownership or other equity interest in the GIANT Center, Licensor, or the Hershey Bears. The CSL is a right of personal privilege revocable in accordance with the terms of the Agreement and these CSL Terms and Conditions and does not confer upon the Licensee any interest in real property or any leasehold interest in GIANT Center seats. The CSL is a mere license and simply creates the relationship of licensor and licensee between the parties.

13.2 Licensee understands that Licensor will make every reasonable effort to allow Licensee access to the Seats as quickly as possible prior to any Included Events or Additional Events. However, Licensee acknowledges and agrees that Licensee is not entitled to a refund, credit, or any other compensation or reimbursement for any such events that are missed in whole or in part as a result of security measures undertaken by Licensor.

13.3 No failure by Licensor to enforce any provision of the Agreement or these CSL Terms and Conditions shall be construed a forfeiture or waiver thereof or any other right or remedy available to Licensor.

13.4 Licensee shall, in addition to the other payments provided for in the Agreement and these CSL Terms and Conditions, reimburse Licensor for costs incurred by Licensor to repair any damage (other than normal wear and tear) caused by Licensee or its invitees to the Seat(s) or other property in or around the GIANT Center.

13.5 Licensee shall not sell (except for a permitted resale of tickets to an Included Event via Ticketmaster), assign, sublease, pledge, mortgage, or otherwise transfer or encumber the Agreement and these CSL Terms and Conditions, or any of Licensee's rights and obligations under the Agreement and these CSL Terms and Conditions, without the prior written consent of the Licensor. Any attempted sale, assignment, sublease, pledge, transfer, or encumbrance in contravention of the foregoing shall be null and void and of no effect.

13.6 It is understood that the Licensor may mortgage, pledge, assign, or otherwise encumber their rights in the Agreement and these CSL Terms and Conditions for any purposes of the Licensor, and that, in such event, the Agreement and these CSL Terms and Conditions and the rights and interests of Licensee hereunder shall be subordinate thereto; provided that any such mortgagee, pledgee, assignee, or the holder of any such lien shall agree in writing to recognize the Agreement and these CSL Terms and Conditions and the rights and interests of Licensee hereunder in the event of foreclosure or enforcement of said lien if Licensee is not then in default in the performance of Licensee's obligations under the Agreement and these CSL Terms and Conditions. Upon any assignment of the Agreement and these CSL Terms and Conditions, the assignee shall have all the rights of the assignor hereunder. Licensee agrees to execute whatever subordination documents Licensor reasonably requests.

13.7 Any notice, demand, or communication given under the Agreement or these CSL Terms and Conditions must be in writing and shall be effective only if sent by electronic transmission, with confirmation via overnight mail, hand delivery, or certified mail, return receipt requested to the Licensee at the address indicated on the Agreement.

13.8 THE AGREEMENT AND THESE CSL TERMS AND CONDITIONS SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA. THE PARTIES HERETO CONSENT AND AGREE THAT ALL LEGAL PROCEEDINGS RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT SHALL BE MAINTAINED IN THE COURT OF COMMON PLEAS OF DAUPHIN COUNTY, PENNSYLVANIA, OR, IF APPLICABLE, THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF PENNSYLVANIA (HARRISBURG DIVISION), AND BOTH PARTIES CONSENT AND AGREE THAT JURISDICTION AND VENUE FOR SUCH PROCEEDINGS SHALL LIE EXCLUSIVELY WITH SUCH COURTS. LICENSEE CONSENTS TO THE EXERCISE OF PERSONAL JURISDICTION OVER IT BY SUCH COURTS AND IRREVOCABLY WAIVES ANY DEFENSE BASED ON A LACK OF PERSONAL JURISDICTION OR FORUM NON CONVENIENS. LICENSEE HEREBY UNCONDITIONALLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, OR COUNTERCLAIM RELATING TO OR ARISING OUT OF THE AGREEMENT AND THESE CSL TERMS AND CONDITIONS.

13.9 Licensee hereby waives its right to commence, to become a party to, or to remain a participant in, any group, representative, class, collective, or hybrid class/collective action in any court, arbitration proceeding, or any other forum, against the other. A judge may not consolidate or join the claims of other persons or parties who may be similarly situated.

13.10 The Agreement and these CSL Terms and Conditions and all the terms and provisions thereof, shall inure to the benefit of and be binding upon the parties thereto, and their respective heirs, executors, administrators, personal representatives, successors, and permitted assigns.

13.11 The maximum liability of Licensor to the Licensee under any theory of law, including contract or tort, for a breach by the Licensor under the Agreement and these CSL Terms and Conditions shall not exceed the amount of the Annual License Fee paid by the Licensee.

13.12 The provisions of the Agreement and these CSL Terms and Conditions are severable, and should any provision thereof be determined to be invalid, that shall not set aside any other provision of the Agreement or these CSL Terms and Conditions.

13.13 All provisions which contemplate performance or observance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning (including, but not limited to, Sections 10, 12, 13.8, 13.9, and 13.10), shall survive the expiration or termination of this Agreement.

11.14 The Agreement and these CSL Terms and Conditions contain the entire agreement of the parties with respect to the matters provided for herein, and supersedes any written or oral agreement, instrument, application, promotional material, brochure, website information, or other representation previously made, distributed or entered into by or on behalf of them or their respective affiliates with respect to those matters. LICENSEE ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATIONS, WARRANTIES, OR OTHER STATEMENTS OF ANY KIND MADE BY OR ON BEHALF OF LICENSOR, THE HERSHEY BEARS, OR ANY OF THEIR RESPECTIVE OWNERS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, OR AFFILIATES, EXCEPT AS EXPRESSLY STATED IN THE AGREEMENT AND THESE CSL TERMS AND CONDITIONS. No amendment or modification to the Agreement shall be effective unless the amendment or modification is in writing and signed by both Licensor and Licensee. Notwithstanding the foregoing, Licensor shall have the right, at any time, to change or modify these CSL Terms and Conditions without notice in its sole discretion.