

Exhibit A

License Agreement

AMENDED LICENSE AGREEMENT

THIS AMENDED LICENSE AGREEMENT (the “**Amended Agreement**”), is made as of October 27, 2025 (the “**Effective Date**”), by and between the Municipality of Princeton having its principal office at 400 Witherspoon Street, Princeton, New Jersey 08540, County of Mercer, State of New Jersey (the “**Licensor**”), and Rider University, with offices located at 2083 Lawrenceville Rd., Lawrenceville, NJ 08648 (the “**Licensee**”). The Licensor and the Licensee may be referred to in this Agreement individually as a “**Party**” and together as the “**Parties**.”

WITNESSETH:

WHEREAS, the Licensor is the owner of the real properties located at 27 Franklin Avenue, Princeton, New Jersey, and 101 Walnut Lane, Princeton, New Jersey, and designated on the municipal tax maps as Block 7301, Lot 1, and Block 31.01, Lot 105, respectively (collectively, the “**Property**”); and

WHEREAS, the Licensee, a non-profit 501(c)(3) corporation, has operated the Conservatory at the Property; and

WHEREAS, the Conservatory offers members of the public of all ages, skill levels, instrument preferences, and economic backgrounds, the ability to obtain musical training; and

WHEREAS, on September 1, 2025, the Parties entered into a license agreement (the “**License Agreement**”) to permit the Licensee to continue to operate the Conservatory during the Conservatory Hours in the Licensed Area and upon the terms, covenants and conditions contained therein; and

WHEREAS, the License Agreement is for the term commencing September 1, 2025 and terminating December 31, 2025; and

WHEREAS, the Licensee has requested the Licensor enter into this Amended Agreement to extend the termination date of the License Agreement to August 1, 2026; and

WHEREAS, the Governing Body has determined that the continued operation of the Conservatory until August 1, 2026 will promote the health, safety, morals and general welfare of the Licensor’s residents and community; and

WHEREAS, the Parties desire to enter into this Amended Agreement to amend the License Agreement to extend the termination date until August 1, 2026; and

WHEREAS, on October 27, 2025, the Governing Body adopted Resolution 25-___ to approve this Amended Agreement and authorize its execution by the Mayor.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **Recitals Incorporated.** The foregoing recitals are true and accurate and are incorporated herein as part of the agreement of the Parties. Any word or term with an initial capital letter shall have the meaning given to it in this Amended Agreement or if not so defined herein shall have the meaning given to it in the License Agreement.

2. **Amendment to Paragraph 4.** Paragraph 4, entitled *Term*, shall be deleted and replaced as follows:

4. **Term.** Upon its execution, this Agreement shall commence on September 1, 2025 and terminate on August 1, 2026, unless otherwise terminated sooner in accordance with the terms of this Agreement (the “**Term**”).

3. **Ratification.** Except as specifically modified by this Amended Agreement, the terms and provisions of the License Agreement shall remain in full force and effect.

4. **Binding Effect.** This Amended Agreement amends and supplements the License Agreement. Any inconsistencies or conflicts between the terms and provisions of the License Agreement and the terms and provisions of this Amended Agreement shall be resolved in favor of the terms and provisions of this Amended Agreement.

5. **Counterparts.** This Amended Agreement may be executed in counterparts.

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IN WITNESS WHEREOF, the parties have caused this Amended Agreement to be executed and delivered as of the date listed above.

WITNESS:

MUNICIPALITY OF PRINCETON

By: _____
Name: Mark Freda
Title: Mayor

WITNESS:

RIDER UNIVERSITY

By: _____
Name:
Title: