

EXHIBIT A

**SECOND AMENDMENT TO GROUND LEASE BY AND BETWEEN PRINCETON AND
NASSAU HKT URBAN RENEWAL ASSOCIATES, LLC
PARK/PLAZA REDEVELOPMENT AREA
PRINCETON, NEW JERSEY**

WHEREAS, by Resolution 2003-R54, the Mayor and Council of the former Borough of Princeton (now Princeton) approved the execution of a Redevelopment Agreement (“Agreement”) between the former Borough of Princeton and Nassau HKT Urban Renewal Associates, LLC (“NHKT”) for the Park/Plaza Redevelopment area in Princeton; and

WHEREAS, said Agreement was executed by the parties on August 13, 2003; and

WHEREAS, the Redevelopment Agreement included a ground lease (the 2003 “Ground Lease”) pursuant to which NHKT leased certain lands as particularly described in the Ground Lease for the purpose of constructing a 5-story building more particularly described as Building A in the Ground Lease and Redevelopment Agreement containing among other things 6,000 square feet of retail space, which is now occupied by the restaurants now known as the Witherspoon Grill (57 Witherspoon Street) and Kristine’s (51 Witherspoon Street), both of which are operated by DWM Holdings, Inc. (“DWM”); and

WHEREAS, by Resolution 2006-R199, the Mayor and Council approved an agreement amending Article 1 of the 2003 Ground Lease to add a new section 1.03 thereto, which allowed DWM to use a ±1100 square-foot portion of Hinds Plaza abutting Witherspoon Grill for outdoor seating for said restaurant; and

WHEREAS, by Ordinance #2019-30 adopted on August 5, 2019, the Mayor and Council of Princeton separately authorized a license agreement with DWM to enable DWM to use a portion of Hinds Plaza abutting Kristine’s for outdoor seating for said restaurant; and

WHEREAS, Princeton and NHKT now wish to further amend the 2003 Ground Lease to continue to allow the use of a portion of Hinds Plaza for outdoor seating in connection with both Witherspoon Grill and Kristine's, upon the specific terms and conditions set forth below.

IT IS THEREFORE AGREED, on this ___ day of _____ 2026, by the Princeton, a municipal corporation of the State of New Jersey ("Princeton") and Nassau HKT Urban Renewal Associates, LLC ("NHKT") that in consideration of the foregoing recitals which are incorporated herein, the Ground Lease Section 1.03 which was added to the Ground Lease by amendment dated October 12, 2006 is amended to read as follows:

- 1) Section 1.03, "Outdoor Seating Area" of Article 1, "Leased Premises" of the Amended Ground Lease is hereby replaced with the following amended Section 1.03:

"Section 1.03 Outdoor Seating Area: NHKT and/or the specific operator(s)/lessee(s) of 51 Witherspoon Street and 57 Witherspoon Street (collectively, "Tenant") shall have the right to use the area immediately adjacent to the western façade of 51 Witherspoon Street and the immediately adjacent to the northern and western façade of 57 Witherspoon Street shown on updated Schedule A attached hereto and made a part hereof ("Outdoor Seating Area"). The width of the Outdoor Seating Area shall extend no more than 20' 8" from the western façade of the building toward Witherspoon Street and no more than 9 to 10 feet from the northern façade of the building toward the Princeton Public Library, as depicted on Schedule A.

Tenant shall be required to enter into a License Agreement or Agreements with Princeton for the use of the Outdoor Seating Area on such terms and conditions not inconsistent herewith as shall be mutually agreed to by the parties.

The perimeter of the Outdoor Seating Area shall be delineated in such manner as set forth in the said License Agreement(s). Fencing, furnishings, lighting and other requirements applicable to the use of the Outdoor Seating Area shall also be as set forth in said License Agreement(s).

Tenant may use the outdoor seating area on an annual basis for which it shall pay additional rent as provided for in the aforementioned License Agreement(s) and said rent shall be increased by the Landlord in

accordance with such provisions as shall be set forth in the applicable License Agreement.

Tenant shall retain the right to use the outdoor seating area so long as the current tenant or a substantially similar full-service restaurant(s) is located on the ground floor of 51 and 57 Witherspoon Street. No fast-food establishments or establishments offering solely or primarily take-out services will be permitted. Any change in the use of the ground floor shall require, in addition to land use board approvals and any approvals required under the Ground Lease, approval by the Landlord for the use of the outdoor seating area.

Tenant shall provide access for handicapped patrons in the Outdoor Seating Area.

Tenant shall cooperate with the Landlord when public events take place on Hinds Plaza.

- 2) All of the other provisions of the 2003 Ground Lease shall remain unchanged.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed on the day and date first written above.

ATTEST:

Municipality of Princeton

Dawn M. Mount, Clerk

By:

Mark Freda, Mayor

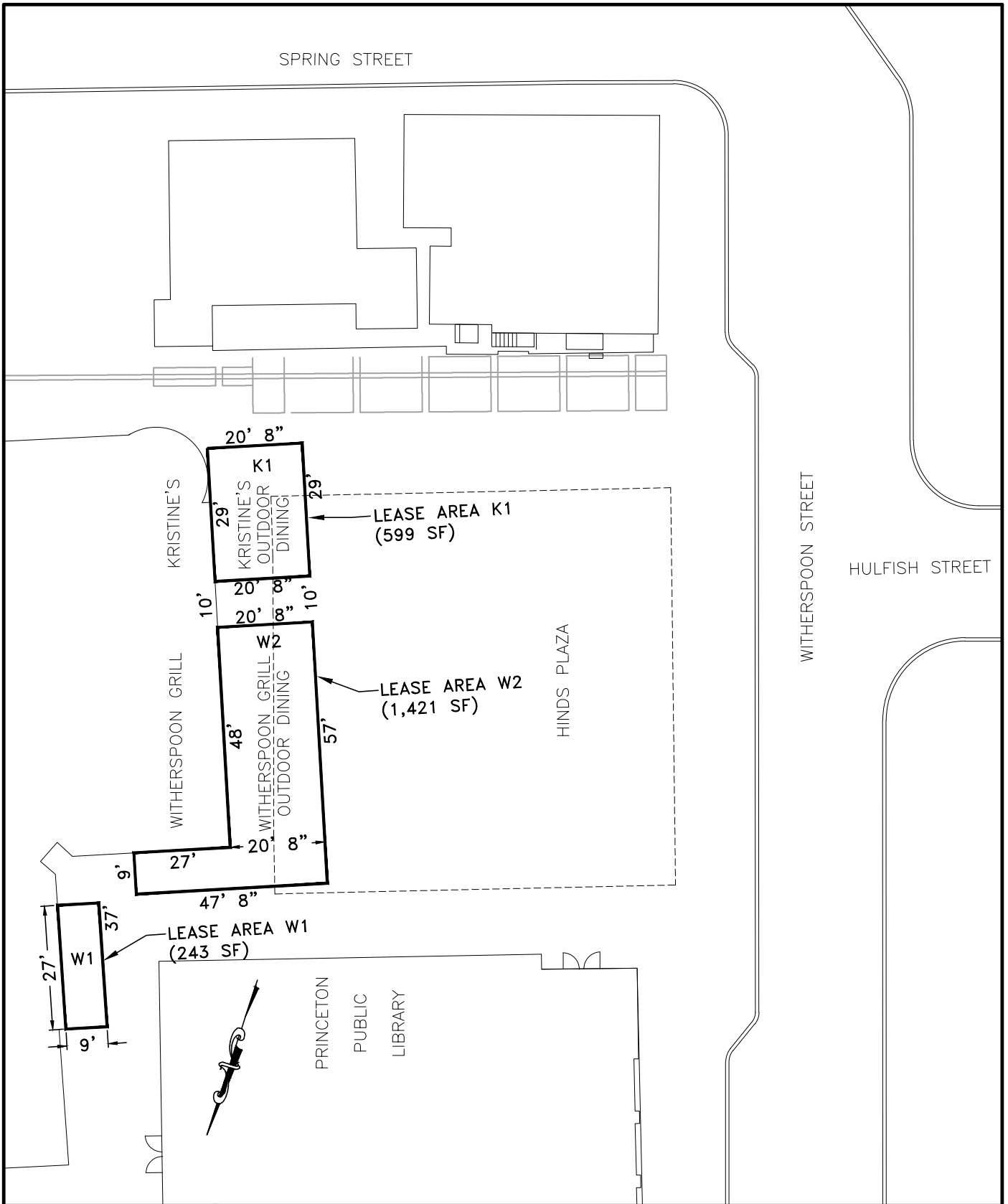
WITNESS

**Nassau HKT Urban Renewal
Associates, LLC**

By:

Jack Morrison, President

SPRING STREET



SCHEDULE 'A'

HINDS PLAZA DWM HOLDINGS INC. LICENSE AGREEMENT
 256 NASSAU ST. BLOCK 27.02 LOT 76 PRINCETON NJ
 DATE: 6/3/26 SCALE: 1"=30'