

EXHIBIT A

LICENSE AGREEMENT BY AND BETWEEN PRINCETON AND DWM HOLDINGS, INC., d/b/a WITHERSPOON GRILL AND KRISTINE'S

THIS LICENSE AGREEMENT (“Agreement”) is made this ____ day of _____, 2026, by and between **Princeton**, a municipal corporation of the State of New Jersey, with offices located at 400 Witherspoon Street, PRINCETON, New Jersey 08540 and **DWM HOLDINGS, INC., d/b/a WITHERSPOON GRILL and KRISTINE'S**, having an address of 256 Nassau Street, PRINCETON, New Jersey 08542 (“DWM” or “Licensee”).

WITNESSETH

WHEREAS, Princeton is the owner in fee of property fronting on Witherspoon Street and designated as Block 27.02, Lot 76 on Princeton’s tax maps (the “Overall Property”); and

WHEREAS, the Overall Property is part of a now-improved area that was designated by the Mayor and Council of the former Borough of Princeton (“Borough Council”) as an area in need of redevelopment to be known as the “Park/Plaza Redevelopment Area”; and

WHEREAS, by Resolution 2003-R54, the Borough Council approved the execution of a Redevelopment Agreement (“Redevelopment Agreement”) between the former Borough of Princeton (now part of the consolidated municipality of Princeton) and Nassau HKT Urban Renewal Associates, LLC (“NHKT”) for the Park/Plaza Redevelopment area, which 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 among other things 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”) (defined in the Redevelopment Agreement as the “Leased Premises”); and

WHEREAS, abutting the Leased Premises is the public plaza known as Hinds Plaza; 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, by Resolution # _____ adopted on July 13, 2026, the Mayor and Council approved an amendment to section 1.03 of 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 certain specific terms and conditions, including a requirement that the lessee or operator of the restaurants at 51 and 57 Witherspoon Street enter into a license agreement (or agreements, as the case might be) for the use of said outdoor seating area; and

WHEREAS, DWM and Princeton wish to enter into this license agreement ("Agreement") as required pursuant to amended section 1.03 of the Ground Lease in order to enable Witherspoon Grill and Kristine's to continue the use of a portion of Hinds Plaza for outdoor seating and dining; and

WHEREAS, this Agreement shall apply to both Witherspoon Grill and Kristine's and shall replace and supersede the July 8, 2019 license agreement between Princeton and DWM for the outdoor seating area next to Kristine's;

NOW, THEREFORE, intending to be legally bound, the parties hereto for themselves and their respective successors and assigns hereby declare and agree as follows:

1. Grant of License: Princeton hereby grants and conveys to Licensee, a license to permit the use of the area more specifically described hereinbelow and as depicted on attached Schedule A immediately adjacent to Licensee's restaurants (the "Outdoor Seating Area").
2. Term: Subject to the provisions of section 1.03 of the 2003 Ground Lease, the initial term of this Agreement shall be for three years from the date of the final execution of the Agreement, with four, three-year renewal options. During said term, Licensee may utilize the Outdoor Seating Area on an annual basis. Princeton shall have the right to terminate this Agreement for good cause shown upon ninety (90) days' written notice to Licensee. Good cause shall be defined as a material breach or substantial noncompliance with the terms of this Agreement that is uncured by the Licensee within thirty (30) days after written notice of said alleged breach by Licensor.
3. Payment: Licensee shall pay Princeton an annual fee for the use of the Outdoor Seating Area. For the initial term of this Agreement, the annual fee shall Four and 25/100 Dollars (\$4.25) per square foot. Thereafter, the annual per-square-foot fee shall be increased by 6% for each of the following terms.
4. Outdoor Seating Area:
 - A. The dimensions of the Outdoor Seating Area shall be as described in the Ground Lease and depicted on Schedule A hereto. In the event of a conflict between the two, Schedule A shall control. All furnishings shall be contained within the dimensions of the Outdoor Seating Area.
 - B. The Licensee shall install an exterior-grade metal railing along the perimeter of the Outdoor Seating Area. The Licensee shall also be obligated to provide planters in order to segregate this area from the rest of the plaza. Lighting shall be limited to table candles, perimeter lighting along the aforementioned railing (bistro string lights, for example, for public safety). The chairs and tables shall be of commercial

grade metal or wood. Portable propane heaters and electrical lighting are subject to approval by the appropriate municipal staff. The fencing and all other exterior furnishings, including planters, shall be designed and installed to be movable.

5. Additional Conditions: The following additional conditions shall be met by Licensee:
- A. Licensee, at its sole cost and expense, shall perform any and all work in the Outdoor Seating Area to make it suitable for Licensee's use.
 - B. Licensee shall comply with the insurance and indemnification requirements set forth in Princeton's outdoor dining regulations (Section 29-4 of the Princeton Code), as same may be amended from time to time.
 - C. Licensee agrees to cooperate with Princeton and the Princeton Public Library for use of the Outdoor Seating Area for special events such as, but not limited to, the annual Children's Book Festival. Said cooperation shall involve Licensee moving any or all of their outdoor fixtures, such as tables, chairs, umbrellas, heaters, etc. and storing same immediately adjacent to the building façade at 51 and 57 Witherspoon Street in an area that does not extend more than ten feet into the plaza. Princeton shall not schedule events that preclude Licensee's use of the Outdoor Seating Area during Princeton University Reunions, Princeton University Graduation, Princeton High School Graduation, and Mother's Day. Any other use of the Outdoor Seating Area by Princeton or the Princeton Public Library shall not be unreasonably conditioned, delayed or withheld by Licensee provided the use of the Outdoor Seating Area is justified in terms of the number of people attending the proposed event that has received permit approval from Princeton. Princeton shall provide at least thirty (30) days written notice to Licensee for approval prior to the use of the Outdoor Seating Area as contemplated herein.
 - D. Licensee shall permit the general public to use the tables and chairs in the Outdoor Seating Area without charge during the restaurants' off hours. During the hours of operation and use for dining purposes, Licensee shall hold Princeton harmless for any damage or injury resulting from said use as may be caused by Licensee's negligent or intentional acts. Princeton also agrees to hold the Licensee harmless from any damage or injury resulting from the public's use of the Outdoor Seating Area during off hours.
 - E. Licensee agrees to recognize Albert Hinds, for which Hinds Plaza is named on the restaurants' website for which the public receives Wi-Fi as provided by Licensee at no cost.
 - F. During any municipal construction or reconstruction project occurring in Hinds Plaza that also includes construction or reconstruction of the Outdoor Seating Area, Princeton shall have the right to require, upon at least forty-five (45) days written notice to Licensee, that Licensee clear the Outdoor Seating Area of all fixtures and equipment for the duration of said project. In this event, Princeton shall also

reasonably cooperate with Licensee in the storage of the Licensee's improvements described in Section 4(B) of this Agreement. During any construction or reconstruction contemplated herein, the Licensee's rent shall abate until the Outdoor Seating Area is usable for its intended purpose.

- G. Licensee shall continue to facilitate providing free Wi-Fi and Albert Hinds commemoration for visitors to Hinds Plaza.
 - H. Licensee shall correct any breaches of this Agreement within seventy-two (72) hours written notification from Princeton provide it is commercially reasonable for the alleged breach to be cured during said time period.
6. Indemnification. During the hours of operation of the restaurants, Licensee shall assume all risks of liability for and shall indemnify and save harmless and hereby release Princeton, and its officers, agents, employees, and successors and assigns, from any and all liability, loss, claims, fees or judgments which may in any manner arise out of or result from the use and occupancy of the Outdoor Seating Area by Licensee and its employees, licensees, invitees or agents or by Licensee's tenant and the tenant's employees, licensees, invites or agents.
 7. Termination. On the termination of this Agreement by Princeton pursuant to section 2 hereof, Licensee shall remove the improvements, if any, and leave the Outdoor Seating Area in a condition reasonably satisfactory to Princeton, normal wear and tear excepted. In default thereof, Princeton may do the same at the actual and reasonable cost and expense of Licensee, which Licensee agrees to pay upon presentation by Princeton of a written invoice for same. Upon the termination of this Agreement, Princeton, its successors or assigns, shall have the right to re-enter the Outdoor Seating Area and to repossess and enjoy it, anything herein contained to the contrary notwithstanding.
 8. Existing License: The July 8, 2019 license agreement between the parties for the outdoor seating area next to Kristine's shall be and the same is hereby terminated.
 9. Entire Agreement. This Agreement is intended as a complete statement of all terms of the arrangement between the parties with respect to the matters pertaining to the Outdoor Seating Area, supersedes any previous agreements and understandings between the parties with respect to such matters, and may be amended only by a writing signed by the parties.
 10. Subordination. The license herein granted is subject and subordinate to any and all easements, rights, privileges, heretofore given by Princeton, or the rights created which might affect such property such as streets, roadways, underground conduits, gas mains, sewers, pipes or rights of way.
 11. Governing Law; Exclusive Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

12. Headings. The section headings of this Agreement are for reference purposes only and are to be given no effect in the construction or interpretation of this Agreement.
13. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom.
14. Notices. All notices and communications hereunder, shall be in writing and signed by a duly authorized representative of the party making the same. All notices shall be delivered by overnight courier or by United States mail, certified, return receipt requested, postage prepaid to the address of the party set forth at the beginning of this Agreement.
15. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees and assigns.

[SIGNATURES APPEAR ON NEXT PAGE]

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

ATTEST:

PRINCETON, a Municipal Corporation of
the State of New Jersey

Dawn M. Mount, Clerk

By: _____
Hon. Mark Freda, Mayor

WITNESS

DWM HOLDINGS, INC., dba KRISTINE'S
AND WITHERSPOON GRILL

By: _____
Jack Morrison, President