

This Amendment to Agreement of Sale dated this 15th day of October, 1996 by and between New Jersey Transit Corporation (the "Seller") and The Trustees of Princeton University (the "Buyer").

WHEREAS, Seller and Buyer entered into an Agreement dated October 30, 1984 whereby Seller agreed to sell and Buyer agreed to purchase the property commonly known as the New Jersey Transit Rail Station and adjacent property as defined in said Agreement (the "Property"); and

WHEREAS, Seller and Buyer agreed to certain covenants in the Agreement regarding use of the Property which covenants survived closing of title to the Property; and

WHEREAS, Seller and Buyer wish to amend the Agreement in order to facilitate vacation of the northern building and the relocation of Seller to the southerly building;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

- a. Paragraph 15(a) of the Agreement shall be deleted and in its place the following shall be inserted:

In accordance with Paragraph 15(a) of the original Agreement between Seller and Buyer, Seller shall vacate the northern building and relocate its station related facilities to the existing southern facility upon substantial completion and acceptance by the municipality and Seller of certain improvements which shall be provided by Buyer at its sole cost and expense. Buyer shall renovate the southern facility so that it is in habitable condition (including any structural repairs) and in accordance with the plan attached hereto as

Exhibit "A" and made a part hereof. Within thirty (30) days after receipt of a certificate of occupancy from the municipality, Seller will relocate to the southern facility. The southern facility shall contain staff restrooms, commuter waiting room, ticket office, retail area and public restrooms. The southern facility shall be constructed and maintained by Buyer in accordance with all federal, state and local code requirements including but not limited to the Americans with Disabilities Act (ADA). Buyer will keep and repair the southern facility for use by Seller at Buyer's sole cost and expense including but not limited to structural improvements, building systems, and janitorial services. Buyer will pay for all utilities serving the southern facility.

- b. All other terms, covenants and conditions of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, Seller and Buyer have agreed to this Amendment as of the date and year first above written.

SELLER: NEW JERSEY TRANSIT CORPORATION

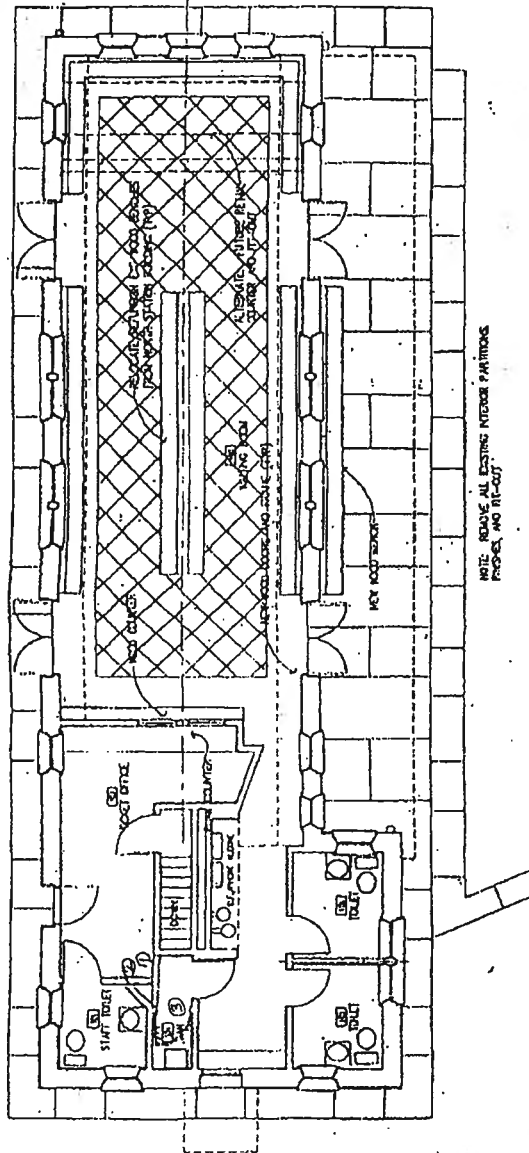
Sandra A DeMarco
Attest

By: *[Signature]*

BUYER: TRUSTEES OF PRINCETON UNIVERSITY

Mary E. Sanford
Attest

By: *[Signature]*



NOTE: REMOVE ALL EXISTING INTERIOR PARTITIONS
PRESERVE AND REFINISH

4 FIRST FLOOR PLAN - SCHEME 2
1/8" = 1'-0"