

Memorandum of Agreement (B)

This Memorandum of Agreement is entered into by Center for Environmental Structure ("CES") and Eishin School ("School") as an addendum to the original contract of May 6, 1982 ("Original Contract"), in order to get a beautiful result in the new campus based on their mutual trust.

1. CES and School acknowledge that there were many unpredictable difficulties and unfortunate happenings in the past and that School has made a new request about the design of some furnitures and the interiors.
2. In order to ask CES to continue the supervision of the construction and to do the new request mentioned in Article 1 hereof, School shall pay the following fees, in addition to the fees and expenses stipulated in the Original Contract:
 - a. \$60,000, to be paid to CES California on demand.
 - b. \$102,000, to be paid to the Japan office for direct costs.

- c. \$20,000, to be paid to Professor Matsui for representing School at the Japan Kenchiku Center and associated work.

Further, School shall at its cost and expenses provide a full time translator for use by Mr. Neis and other CES staff according to the instructions of Mr. Neis.

Also, School shall install and operate facsimile machines at its expense at both ends, in California as well as in Tokyo.

- 3. School and CES hereby reaffirm the Original Contract in all points, except for Article 9.2 thereof, which shall be deleted in its entirety.
- 4. Expenses to be incurred hereafter shall be borne and paid as before in accordance with the provisions of the Memorandum of November 15, 1982 between the parties hereto.
- 5. The foregoing fees and costs are agreed to on the assumption that work is to be fully completed by June 1985, and that the Japan office can then be closed without causing damage to the project. In case of any delay, costs must be renegotiated between the parties hereto.

6. All money provided for in the Original Contract and previous addenda to the Original Contract shall be paid as agreed to. This includes specifically the money provided in Article 4.5 and Article 4.6 thereof, and an amount of U.S.\$5,200 still owed for detailed structural engineering, provided for in the Memorandum of January 18, 1984.

7. CES shall not be responsible for cost control of the construction.

8. School shall provide CES with one room, in the new school, suitable as an office, as a place to store files, drawings and equipment. This is intended so that continuity with future construction of college be preserved. Use of this room shall be under control of CES.

9. The fees mentioned above do not include:
 - a. Application fees for special permit required by Kenchiku Center, which shall be paid by School.
 - b. Mr. Sumiyoshi's salary, which shall be paid by Fujita Kogyo Co., Ltd. ("Fujita Kogyo").
 - c. FAX machines and operating expenses for these machines. Cost of equipment and operating costs

for California FAX machine will be paid by School directly or reimbursed to CES in accordance with CES' instructions.

10. Mr. Hosoi will use a certain time and energy relative to the work on the construction based on a direct channel of communication with Prof. Alexander and will discuss matters with Mr. Neis at Mr. Neis's request.
11. Since college has been substantially delayed, it is agreed that permission process and supervision for college buildings will have to be provided for by a separate addendum, which will be executed later, and is not the subject of this Memorandum.
12. Center for Eishin Project will ask Mr. Nakamoto to become its counsel in order to make the actual procedure for the work go smoothly.
13. This Memorandum is based on the assumption that Japanese income tax authorities will not require any tax to be levied on sums paid or payable to CES California. Should this assumption prove to be wrong, this Memorandum shall be renegotiated.

14. The terms and conditions of Memorandum of Agreement (A) shall bind CES and School regardless of whether or not Fujita Kogyo executes the said Memorandum.

Date: *August 16 1984*

Eishin School

武蔵野市八幡町3丁目5番8号
学校法人 盈進学園
理事長 酒井田 景三



By: _____

Center for Environmental Structure

By: _____

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