

October 29-1962

A.I.E.E. and I.R.E.

Gentlemen:

With respect to the merger agreement dated March 8-1962 between your organizations we wish to assure you that in the event of its consummation, the continuing corporation, which we understand will be I.E.E.E., shall have no obligation to lease and/or occupy any area or space in the United Engineering Center building at 345 East 47th Street, New York City, other than that presently occupied by AIEE as shown on Exhibit A hereto annexed or any area not larger than said area presently so occupied by AIEE.

It is understood, however, that the continuing corporation will maintain its principal office at our building at 345 East 47th Street, New York City.

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(1)

AGREEMENT made as of the day of , 1962,
by and between AMERICAN INSTITUTE OF ELECTRICAL ENGINEERS (here-
inafter called "party of the first part"), UNITED ENGINEERING
TRUSTEES, INC., (hereinafter called "party of the second part")
and AMERICAN INSTITUTE OF MINING, METALLURGICAL, AND PETROLEUM
ENGINEERS, INC., THE AMERICAN SOCIETY OF MECHANICAL ENGINEERS,
AMERICAN INSTITUTE OF ELECTRICAL ENGINEERS, AMERICAN SOCIETY OF
CIVIL ENGINEERS, and AMERICAN INSTITUTE OF CHEMICAL ENGINEERS
(hereinafter collectively called "parties of the third part");

W I T N E S S E T H :

WHEREAS by agreement and supplemental agreement each
dated February 28, 1958 (hereinafter collectively called the
"Founders Agreement") the party of the first part and each of
the parties of the third part did agree with each other and with
the party of the second part to move into and permanently main-
tain their respective principal offices in the building of the
party of the second part to be erected at 345 East 47th Street,
New York City, (hereinafter called the "United Engineering Center")
upon completion of said building; and

WHEREAS, in and by the Founders Agreement the parties
thereto and hereto did agree that the party of the second part,
through its Board of Trustees, should "decide the precise area
in said Center to allocate to" the party of the first part and
each of the parties of the third part "and the assessment to be
levied therefor"; and

WHEREAS, the construction of the United Engineering
Center has heretofore been completed and each of the parties
hereto is an occupant thereof, the party of the first part being

the occupant of the area in said building outlined in red on Exhibit A annexed hereto and made a part hereof, said area consisting of sq. ft.; and

WHEREAS, by agreement dated as of March 8, 1962 (hereinafter called the "Merger Agreement") the party of the first part and The Institute of Radio Engineers, Incorporated, a New York membership corporation having its principal office at 1 East 79th Street, New York City, did agree to merge, said merger to be effective upon fulfillment of certain conditions therein contained, the continuing corporation to be the party of the first part; and

WHEREAS, in the light of said merger, the parties hereto are desirous of clarifying and declaring the obligations of the party of the first part with respect to space in the United Engineering Center.

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter set forth, the parties hereto do hereby agree with each other as follows:

First: The party of the first part shall have no obligation, pursuant to the Founders Agreement or otherwise, to occupy or pay for (by way of assessment or otherwise) any area or space in the United Engineering Center other than that presently occupied by said party of the first part as shown on Exhibit A hereto or an area not larger than said area presently so occupied.

Second: In the event that the above mentioned merger of the party of the first part and The Institute of Radio Engineers, Incorporated shall fail to become effective pursuant to the Merger Agreement, this agreement shall be deemed canceled and terminated and of no further force or effect.

UET
Objects } →

(3)

Third: This agreement may not be changed or modified except by an instrument in writing duly executed by each of the parties hereto.

Fourth: This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective duly authorized officers and their respective corporate seals to be hereunto affixed as of the day and year first above written.

AMERICAN INSTITUTE OF ELECTRICAL ENGINEERS

By _____

UNITED ENGINEERING TRUSTEES, INC.

By _____

AMERICAN INSTITUTE OF MINING, METALLURGICAL,
AND PETROLEUM ENGINEERS, INC.

By _____

THE AMERICAN SOCIETY OF MECHANICAL ENGINEERS

By _____

AMERICAN INSTITUTE OF ELECTRICAL ENGINEERS

By _____

AMERICAN SOCIETY OF CIVIL ENGINEERS

By _____

AMERICAN INSTITUTE OF CHEMICAL ENGINEERS

By _____