

July 29, 1960.

Mr Allan Young
Lend Lease Corporation
Caltex House
Kent Street
SYDNEY

Dear Mr Young:

Unfortunately I have not been able to reach you by telephone this afternoon as you requested. I must now write you this note, as I shall be out of town for the next ten days, visiting Melbourne and Brisbane. I hope to see you again on my return.

Frankly, we are disappointed that the proposal you submitted to us the day before yesterday contains no acknowledgement of our letter of July 4, which was our considered counter-proposal to Mr Dusseldorp's original approach to us. We do see that your scheme is substantially based on the structure we designed, but at the same time we feel that complicating the original structure hasn't improved it. In large measure, we find the additional points you have listed to be not readily comprehensible. In particular, we are not sure that we understand what you refer to as the "secret agreement". We do trust you understand that any secret agreement would be ethically unacceptable to professional men representing themselves to the public as professional men. There seems to be some misunderstanding on this point, which I'm sure we can clear up on my return to Sydney.

Looking forward to further discussions in the week commencing August 8,

I remain

Yours faithfully

W. George Clarke
CLARKE, GAZZARD AND YEOMANS.

TOWN PLANNING ORGANISATION

PROPOSAL

A. THE COMPANY.

1. Form a Company having a capital of £4,000 A Class shares and £1,000 B Class shares.
2. Issue £100 to each Partner of A Class and £100 to Lend Lease of B Class.
3. Directors are Partners and a B Class nominee.
4. Quorum of Directors to include the B Class Director, who will be Chairman and have a casting vote.

B. THE PARTNERSHIP.

1. The Partners form a professional Partnership.
2. The Partnership legally contracts with the Company that -
 - a. The Partnership will devote its full time and attention to assignments agreed by the Company.
 - b. All fees received will be paid to the Company's bank account - for all assignments entered into while the agreement is in force.
 - c. The Company will provide all services and facilities required by the Partnership.
 - d. The Company will charge an annual service fee to the Partnership equal to total fees received less £3,000 times the number of partners, or such lesser amount as the Company may agree.
 - e. The agreement can be terminated -
 - By the Company - at any time
 - By the Partnership - with 12 months notice given at any time after fees due exceed the Company's bank overdraft (as agreed by the Company's Auditors).

C. AGREEMENT WITH LEND LEASE.

1. The A Class shareholders legally contract that if the B Class shareholders state that there has been a dispute between X members of the Board, B Class has the right to purchase all A Class shares at par.

This agreement will continue so long as the Company's bank overdraft exceeds the amount in B c. above, and at any future date the A Class shareholders will agree to a new issue of shares to B Class, or their nominees, so that total shareholdings are equal.

D. FINANCE.

The Company has two bank accounts --

- a. An overdraft imprest account of £2,000, operated by Partners, reimbursed from the Main Account.
- b. A Main Account for additional overdraft facilities, one signatory being a B Class shareholder. All deposits will be paid into this account.

Lend Lease will place into a Deposit Bank Account, funds equal to the total overdraft.

E. PERSONAL AGREEMENTS - not in writing

1. Dividends will be paid equally on both Classes of shares, unless B Class otherwise agree.
2. Priority of work will be given to assignments of Lend Lease, or as nominated by them.

F. SUBJECTS PARTNERS SUGGESTED FOR FINAL DISCUSSION.

1. Scope and type of work.
2. The pattern of the first 12 months.

3. **Ratio of four.**

4. **GENERAL.**

1. **Partners will admit new members only with agreement of Company.**
2. **No new shares issued in Company, except with agreement of all shareholders.**
3. **An A Class shareholder will sell his shares at value given by Auditor if requested by all other shareholders.**