

**ATTACHMENT 1**

**LETTER OF INTENT TO PARTICIPATE IN THE SALE PROCESS AND  
CONFIDENTIALITY AGREEMENT**

**MINISTRY OF FOREIGN AFFAIRS AND INTERNATIONAL COOPERATION  
CONSULATE GENERAL OF ITALY IN MELBOURNE  
ITALIAN INSTITUTE OF CULTURE  
Level 1, 509 St. Kilda Road, Melbourne VIC 3004, Australia**

Melbourne, \_\_\_\_\_ 2026

Dear Sir or Madam:

We hereby express to the CONSULATE GENERAL OF ITALY IN MELBOURNE (hereinafter referred to as "You") our interest in participating in the process relating to the evaluation and potential purchase of the property owned by You (hereinafter, the "Property") located at 233 Domain Road, South Yarra VIC 3141, Australia, as outlined in the "Notice of Sale" dated 25 May 2026 (the "Notice of Sale").

We expressly acknowledge and accept that the terms and conditions governing this process are as follows (the "Process"):

- (i) We shall bear all costs and expenses incurred by us in connection with the Process and hereby firmly and irrevocably waive any claims against You for any damages, losses, costs and/or expenses (whether direct or indirect).
- (ii) We will independently assess the information and documentation provided and determine whether to participate in the Process and/or submit any offers. We will ensure to obtain any additional information we consider necessary (including publicly available information and that provided by our appointed experts and advisors) in order to make our decisions. We acknowledge and agree that (a) no representation or warranty, express or implied, is made or should be deemed to be made by You as to the truth, accuracy, sufficiency, correctness, or completeness of any information or opinions conveyed or contained in the documents provided to us in connection with the Process, and (b) the information and documents provided are for informational purposes only and shall not be construed as a recommendation, solicitation, or offer to buy or sell, nor do they constitute investment advice.
- (iii) We acknowledge and agree that (a) You reserve the right to conclude the notice and purchase of the Property with any third party (including those not participating in the Process) at any time, and to modify, vary, suspend, or cancel the Process, and (b) You are under no obligation to accept the highest offer or any offer whatsoever.
- (iv) We undertake not to disclose our offers or their contents to any third parties participating in the Process or to any companies or individuals associated with them, including advisors and/or financiers.
- (v) In the event that our binding offer is accepted, we shall provide all documentation requested by You in the "Notice of Sale" and, in particular, the documentation necessary to comply with all KYC and anti-money laundering obligations (including, without limitation, documentation required to validate the method of payment and to demonstrate the source of funds used) both in Australia and in Italy and a statutory declaration confirm our authority to contract with the Vendor in compliance with Article 57 of Directive EU/2014/24 and with the Victorian law. We acknowledge and agree that failure to provide such documentation to Your satisfaction shall entitle You to reject the binding offer.
- (vi) We further declare that we have read and accepted the privacy notice regarding the protection of personal data contained in the "Notice of Sale" (EU Regulation 2016/679) – ATTACHMENT 5.

Furthermore, in relation to the information You have agreed to provide us for the purposes of the evaluation and potential notice and purchase of the Property, we hereby undertake towards You under the terms of this agreement (the "Agreement") as follows:

1. All information relating to the Property provided to Us by or on Your behalf, including to our officers, employees and/or consultants (hereinafter, "We"), by any means ("Confidential Information") shall be treated by Us with the utmost confidentiality and shall not be disclosed or shown, in whole or in part, to any other person without Your prior written consent, except as provided in paragraph 2(iv) below.
2. For these purposes, the term Confidential Information does not include:
  - (i) Information that was already in the public domain at the time it was provided.
  - (ii) Any information that subsequently becomes public knowledge, provided that this is not the result of a breach by any of Us.
  - (iii) Any information which, after being provided, has been lawfully received from third parties without restrictions on its further use, provided that this can be demonstrated by any lawful means.
  - (iv) Any information that must be disclosed by courts or competent authorities notwithstanding it being subject to a confidentiality agreement.
3. The Confidential Information shall remain Your property. No disclosure of Confidential Information shall be construed by Us as a transfer of any intellectual property rights, patents, or copyrights that may be contained in, or derived from, such Confidential Information. The Confidential Information shall not be used for any purpose other than the evaluation and negotiation of the purchase of the Property.
4. The Confidential Information provided shall not be distributed, reproduced, or copied in any form to persons other than our officers, employees, or consultants whose knowledge of such information is essential for the evaluation of the purchase of the Property.
5. Given the nature of the Confidential Information to be provided, it is presumed that the confidentiality obligations assumed herein shall be maintained for an indefinite period (except as otherwise provided in Section 2 above).
6. We agree that any dispute, difference, claim or demand arising out of or in connection with the performance or interpretation of this Agreement, whether directly or indirectly, shall be finally resolved by the Victorian courts.

This Agreement shall be governed by and construed in accordance with Victorian law.

Yours faithfully,  
**[Investor]**

Signature: \_\_\_\_\_

Accepted and agreed:

**CONSULATE GENERAL  
OF ITALY IN MELBOURNE**

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## INVESTOR DETAILS

Please complete this page, which forms part of the Agreement, by entering your details in the table below:

<b>ENTITY/INDIVIDUAL</b>	
<b>ADDRESS</b>	
<b>CONTACT PHONE NUMBER</b>	
<b>E-MAIL</b>	
<b>WEBSITE</b>	
<b>NAME OF SIGNATORY</b>	
<b>POSITION OF SIGNATORY</b> (attach a copy of the relevant powers of attorney/appointments)	
<b>DATE OF EXECUTION OF THE AGREEMENT</b>	

## ATTACHMENT 2

### **SALE NOTICE dated 25 May 2026**

Consulate General of Italy in Melbourne

#### **Subject: Offer to Purchase Real Property Owned by the Italian State Located at 233 Domain Road, South Yarra VIC 3141, Australia.**

The undersigned [Full Name], residing at [address], acts [Option 1: in their own name and on their own behalf / Option 2: in the name and on behalf of [company name], registered office at [address], with Australian Business Number (ABN) [number], in the capacity of [position], by virtue of [authority/document].]

#### **HEREBY REQUESTS**

To be admitted to participate in the sale for the notice of real property owned by the Italian State located at 233 Domain Road, South Yarra VIC 3141, Australia (the "Property") under the terms and conditions of the "Sale Notice dated 25 May 2026" for the price of:

[amount in figures and words]

The purchase price shall be paid in full in accordance with the contract of sale, which will be executed by all required parties if my offer is accepted.

My offer is NOT conditional upon obtaining financing, nor is it subject to any other conditions.

To this effect,

#### **I HEREBY DECLARE**

that I am fully aware of and expressly accept the terms and conditions of the aforementioned process, as set out in the Sale Notice referred to above (the "Process"), and by this instrument:

- (i) I agree to assume all costs and expenses incurred by me in connection with the Process and hereby irrevocably and unconditionally waive any claims against you for any damages, losses, costs and/or expenses (whether direct or indirect) relating to any matter connected with the Process.
- (ii) I acknowledge and accept that (a) you reserve the right to conclude the notice of the Property with any third party (including parties who have not participated in the Process) at any time and to modify, vary, suspend or cancel the Process, and that (b) you have no obligation to accept the highest or any offer.
- (iii) I have not disclosed, and undertake not to disclose, my offer or its contents to any other participants in the Process or to companies or individuals related to them, including advisers and/or financiers.
- (iv) This document constitutes a binding and irrevocable offer, which shall remain valid for **one hundred and eighty (180) calendar days** from its submission. In the event that my binding offer is accepted, I shall

provide all documentation requested by you in the “Sale Notice” and, in particular, all documentation necessary to comply with all KYC and anti-money laundering obligations (including, without limitation, documentation required to validate the method of payment and to demonstrate the source of funds used) both in Australia and Italy. I acknowledge and agree that failure to provide such documentation to your satisfaction shall entitle you to reject the binding offer.

- (v) I further declare that I have read and accepted the privacy notice regarding the protection of natural persons with respect to the processing of personal data contained in the “Sale Notice” (EU Regulation 2016/679) – ATTACHMENT 5.

I further confirm my full agreement with the terms of the deed of sale made available to us by the Consulate and, should my offer be selected, I remain at the disposal of the Consulate to be summoned for the signing of the relevant notarial deed, at the date, place, and time to be communicated to me.

This communication, as well as its contents, are confidential in nature and therefore I shall not disclose its existence and/or contents to any third parties and must keep it strictly confidential.

Signature:

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Date:

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**ATTACHMENT 3**

**DECLARATION OF RESPONSIBILITY  
(ARTICLE 46 of ITALIAN PRESIDENTIAL DECREE 445/2000)**

The undersigned \_\_\_\_\_, born in \_\_\_\_\_, on \_\_\_\_\_, and residing at \_\_\_\_\_, Street No. \_\_\_\_

Being aware of the criminal liability provided under Italian law concerning substitute declarations made pursuant to Italian Presidential Decree 445/2000, and in particular Articles 75 and 76, as well as Article 322 of the Italian Penal Code:

**DECLARES**

- a1)** that I am participating in the sale in my own name;  
**a2)** that I am participating in the sale on behalf of the company \_\_\_\_\_, with registered office at \_\_\_\_\_, Street \_\_\_\_\_ No. \_\_\_\_\_, in the capacity of \_\_\_\_\_ legal representative / \_\_\_\_\_ [ \_\_\_\_\_ ];  
**a3)** on behalf of another type of entity \_\_\_\_\_, with registered office at \_\_\_\_\_, Street \_\_\_\_\_ No. \_\_\_\_\_, as administrator with powers of representation / special power of attorney;  
**b)** that I undertake, upon request, to provide adequate documentation issued by the competent authorities to substantiate the statements made;  
**c)** that I am aware of and unconditionally accept the information contained in the sale notice;  
**d)** that I have made the required deposit or provided the guarantee in accordance with the sale notice (supporting documentation attached);  
**e)** that I elect the following address for all communications: [insert full address here]

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**f)** that I am aware that the provision of my personal data is a condition for participating in this procedure and that I consent to the processing of my data pursuant to Regulation (EU) 2016/679;

**g)** that I attach: (1) a photocopy of a valid identity document and (2) the original proof of deposit or guarantee referred to in paragraph (d);

**h)** For the validity of the offer, I further declare:

• **In the case of a natural person:**

- that I am not subject to any criminal proceedings and have not been convicted of offences that result in the loss or suspension of the capacity to enter into contracts with private and/or public entities;

• **In the case of a legal entity:**

- that the bidding company I represent is not subject to insolvency or liquidation proceedings;
- that, in my capacity as legal representative, I am not subject to any criminal proceedings and have not been convicted of offences that result in the loss or suspension of the capacity to enter into contracts with private and/or public entities;

• **In the case of a public entity:**

- that the entity I represent is not subject to administrative procedures analogous to insolvency or liquidation.

Date, \_\_\_\_\_

The Declarant<sup>1</sup> \_\_\_\_\_

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<sup>1</sup> First name, surname, position, and official stamp, in the case of a sole trader, partner, or public entity

## ATTACHMENT 4

### **BANK GUARANTEE REQUIREMENTS**

BUYER: [insert name of buyer]

PREMISES: 233 Domain Road, South Yarra VIC 3141

For a bank guarantee to be acceptable to the Consulate General of Italy in Melbourne, it must:

- 1 be provided by the Buyer pursuant to the Offer;
- 2 be in the amount of \$1,400,000;
- 3 be drawn in favour of the Consulate General of Italy in Melbourne;
- 4 be unconditional and irrevocable;
- 5 be issued by a major Australian trading bank approved by the Consulate General of Italy in Melbourne, acting reasonably, with offices in Melbourne, otherwise an APRA approved trading bank with retail branches in Australia and a minimum Standard & Poor's rating of A-;
- 6 be payable immediately upon presentation at the bank or upon a simple written request from the Consulate;
- 7 not have an expiry date less than 6 months;
- 8 describe the bank guarantee purpose as:  
  
"security for all obligations of [insert name of buyer] under the proposed Contract of Notice in respect of 233 Domain Road, South Yarra VIC 3141 in favour of Consulate General of Italy in Melbourne."; and
- 9 include a waiver of the benefit of prior discussion.

### **Please hand this sheet to your bank/financial institution**

The Bank Guarantee must be sent in "Envelope A" to:

MINISTRY OF FOREIGN AFFAIRS AND INTERNATIONAL COOPERATION  
CONSULATE GENERAL OF ITALY IN MELBOURNE  
ITALIAN INSTITUTE OF CULTURE  
Level 1, 509 St. Kilda Road, Melbourne VIC 3004, Australia  
Attention: Chiara Mauri

## ATTACHMENT 5

### INFORMATION ON THE PROTECTION OF NATURAL PERSONS WITH REGARD TO THE PROCESSING OF PERSONAL DATA Regulation (EU) 2016/679, Article 13

Processing of personal data is based on the principles of lawfulness, fairness and transparency to safeguard the fundamental rights and freedoms of natural persons.

For this purpose, the following information is provided:

1. The data controller is the Ministry of Foreign Affairs and International Cooperation (MAECI) of the Italian Republic, which operates through the Consulate General of Italy – level 1, 509 St. Kilda Road, Melbourne VIC 3004, email: [melbourne.pa@esteri.it](mailto:melbourne.pa@esteri.it).
2. The Data Protection Officer (DPO) of MAECI can be contacted at the following details: Postal address: Ministry of Foreign Affairs and International Cooperation, Piazzale della Farnesina 1, 00135 ROME, Italy - Telephone: +39 06 36911 (switchboard) - Email: [rpd@esteri.it](mailto:rpd@esteri.it) ; - pec: [rpd@cert.esteri.it](mailto:rpd@cert.esteri.it)
3. The personal data requested are necessary for the selection of the economic operator to whom the property subject to this procedure will be awarded and sold.
4. The provision of data is a requirement under Italian law, and any refusal to provide the requested data will result in exclusion from the selection procedure.
5. The processing will be carried out manually and automatically by duly appointed personnel.
6. The data will be disclosed solely to the internal and external supervisory bodies of MAECI.
7. The data will be retained for 180 days from the date of the execution of the purchase deed.
8. The data subject may request access to their personal data and rectification thereof. Within the limits set by applicable law and without prejudice to the consequences on the assignment of the contract, the data subject may also request the deletion of such data, as well as the restriction of processing or opposition to the processing. In such cases, the data subject shall submit a specific request to the contact details indicated at point 1, also informing for knowledge the Data Protection Officer of MAECI at the contacts indicated at point 2.
9. If the data subject believes that their rights have been violated, they may lodge a complaint with the Data Protection Officer of MAECI. Alternatively, they may contact the Italian Data Protection Authority (Garante per la Protezione dei Dati Personali) at Piazza di Monte Citorio 121, 00186 Rome, telephone: 06 696771 (switchboard), e-mail: [garante@gpdp.it](mailto:garante@gpdp.it), pec (Certified email): [protocollo@pec.gpdp](mailto:protocollo@pec.gpdp)

