

Exhibit A

RULE 16_007



1 November 2010



Our ref: R/DCU/aas/44-0111-VFT Response

**SUBJECT TO CONTRACT
& WITHOUT PREJUDICE**

Dear 

**RE: 44 KINNERTON STREET, LONDON SW1
POSSIBLE VOLUNTARY FREEHOLD TRANSFER**

Thank you for your recent enquiry regarding Miss Maxwell's interest in the possibility of purchasing the freehold of the above property on a voluntary basis.

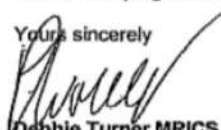
Grosvenor currently has a policy where we are willing to quote terms to lessees who have leases which were originally granted for more than 21 years. The terms reflect the right under the Leasehold Reform Act 1967 (as amended).

We charge a valuation fee of £2,000 plus VAT (£2,350) payable in advance for preparing this quotation which will be reimbursed if the matter proceeds to completion. Please can you send a cheque payable to Eaton Square Properties Ltd and marked for my attention. We will send you a receipted invoice with our written quotation.

Once I have received the above fee and relevant documentation the next stage of the process is for us to inspect the property and I should be grateful for notification of how this can best be arranged. I will be accompanied at this inspection by Paul Tayler who gives his input on market values. I confirm that we approach our valuation to the premium payable on a similar basis to that laid down by the Leasehold Reform legislation.

I look forward to receiving our valuation fee and any other relevant documentation in order that we can progress matters.

Yours sincerely


Debbie Turner MRICS
Residential Lease Manager

Grosvenor Britain & Ireland

Direct Line 020 7312 6235
Email debbie.turner@grosvenor.com

GROSVENOR INVESTMENTS LIMITED
THE GROSVENOR OFFICE 70 GROSVENOR STREET LONDON W1K 3JP
Telephone 020 7408 0988 Facsimile 020 7629 9115 Web www.grosvenor.com
Registered Office as above. Registered in England No 547917

00017001

DATED 19 December 1996

Form A.

6.02 pm

Greenbridge

Donny

and

GHISLAINE MAXWELL

AGREEMENT FOR SALE

- of -

44 Kinnerton Street London SW1

FARRER & CO.
66 Lincoln's Inn Fields
London WC2A 3LH

GR003240.558

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DOJ-OGR-00011216

AGREEMENT FOR SALE OF PROPERTY

THIS AGREEMENT is made the 19 day of December 1996

1. Definitions:

1.1 Vendor

:



1.2 Purchaser

:

GHISLAINE MAXWELL c/o M C Grumbridge
Esq The Hogarth Group Airedale Avenue
London W4 2NW

1.3 The Property

:

44 Kinnerton Street London SW1 for the
unexpired term of the Lease

1.4 Sale Price

:

£290,000

1.5 Vendor sells

:

with limited title guarantee modified as in
Clauses 2.3.2 and 2.3.3

1.6 Title No

:

NGL 343662

1.7 Completion Date

:

22 January 1997

1.8 Vendor's Solicitors

:

Farrer & Co 66 Lincoln's Inn Fields London
WC2A 3LH
Ref: JM

1.9 Purchaser's Solicitors : The Hogarth Group Airedale Avenue London
W4 2NW
Ref: M C Grumbridge Esq

1.10 Rate of Interest : 4% above the base rate for the time being of
National Westminster Bank plc

1.11 The Lease :

1.12 The Licences

2. Special Conditions

2.1 The Vendor shall sell and the Purchaser shall purchase the Property for the Sale Price

2.2 A deposit of Ten per centum (10%) of the Sale Price shall be paid on or before the signing hereof by way of Banker's Draft Building Society cheque or Purchaser's Solicitors' Client Account cheque only such deposit to be held by the Vendor's Solicitors as Stakeholders

- 2.3.1 Title to the Property shall be deduced in accordance with Section 110 of the Land Registration Act 1925
- 2.3.2 For the purposes of s6(2)(a) Law of Property (Miscellaneous Provisions) Act 1994 all matters recorded in registers open to public inspection are considered within the actual knowledge of the Purchaser
- 2.3.3 The covenant set out in s3(1) Law of Property (Miscellaneous Provisions) Act 1994 does not extend to any charge encumbrance or other right of which the Vendor is not aware
- 2.3.4 The Transfer to the Purchaser shall contain certain declarations to give effect to sub-clauses 2.3.2 and 2.3.3
- 2.4 Vacant possession of the Property shall be given on completion of the purchase
- 2.5.1 The Property is sold subject to:
 - 2.5.1.1 all Local Land Charges whether registered or not before the date hereof and all matters capable of registration as Local Land Charges
 - 2.5.1.2 all notices served and orders demands proposals or requirements made by any Local or other Public Authority whether before or after the date hereof
 - 2.5.1.3 all actual or proposed orders directions notices charges restrictions conditions agreements or other matters arising under the Town and Country Planning Acts
 - 2.5.1.4 all those matters (other than any charges to secure moneys) contained or referred to in the entries contained in the Property and Charges Registers of the Title Number copies of which have been supplied to the Purchaser's Solicitors prior to the signing hereof insofar as the same are still subsisting and capable of being enforced and relate to the Property
 - 2.5.1.5 the rents reserved by the Lease and to the covenants conditions exceptions reservations and all other provisions contained or referred to therein
 - 2.5.1.6 the covenants conditions and all other provisions contained or referred to in the Licences and the additional rents payable thereunder

2.9.2 join in a declaration that it shall not be implied by virtue of the Vendor transferring the Lease that the covenants or any of them contained in the Lease relating to repair and decoration and condition of the Property have been performed up to the date thereof

2.10 Notwithstanding the completion of the sale and purchase hereby agreed anything herein contained to which effect has not been given by the Transfer to the Purchaser and which is capable of taking effect after completion shall remain in full force and effect

2.11 The National Conditions of Sale (20th Edition) shall (subject as hereinafter mentioned) be incorporated herein so far as they are applicable to a sale by private treaty and are not inconsistent with the other terms hereof

SAVE THAT:

Conditions 8(3) 15(2) and (3) and 21(2) and (3) thereof shall not apply and in Condition 6(3) the words "beneficial occupation" shall be deleted and the words "actual occupation" substituted therefor

2.12 This Agreement and the benefit and burden thereof are non-assignable and the Vendor shall not be liable to convey assign or transfer the Property the subject of this Agreement to any person firm or company other than the Purchaser

2.13 If the deposit paid on exchange of Contracts shall be less than Ten per centum (10%) then notwithstanding the payment of that lesser amount the balance of the Ten per centum (10%) shall at all times remain due and owing to the Vendor and in the event of rescission or failure to complete through no fault of the Vendor such balance shall be the liability of the Purchaser to pay to the Vendor

2.14 In this Agreement

2.14.1 The masculine gender shall include the feminine and the singular number the plural and vice versa and person includes firm company or corporation

2.14.2 If the Vendor or the Purchaser comprises more than one person the expression in question shall mean all of those persons and any one or more of them and all the obligations of the Vendor or the Purchaser (as the case may be) express or implied shall be joint and several obligations

AS WITNESS the hands of the parties hereto on the date first before written

SIGNED.....

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