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24 September 2025

Ms Munga

Jacqui Faucitt

By email: jax@regima.zone

our ref your ref date

Daniel Faucitt

By email: dan@regima.com

Dear Sir / Madam

Peter Andrew Faucitt / Jacqueline Faucitt and others

- We refer to your email of 22 September 2025 attaching 5 images of an email (from Daniel Faucitt to Jacqui Faucitt). The first page of the email suggests that it is addressed to Ms Munga of Edward Nathan Sonnenbergs Inc. and copied to Mr Elliott of Eliott Attorneys.
- 2. We are disappointed that this email had been sent without you first having the courtesy of discussing your concerns with us.
- 3. We do not intend responding to each and every allegation contained your email. Our failure to do so should not be construed as an admission of the correctness thereof. ENS and Ms Munga's rights to respond more fully are reserved.
- 4. At this stage, it suffices for us to record the following:
 - 4.1. The contents of your 22 September 2025 email suggest that you clandestinely sought advice from other legal advisors, without notifying us that you intended to do so.
 - 4.2. If you are relying on a fundamental breach to avoid the consequences of the settlement agreements, then we are not sure why you are addressing the letter to us and only copying Elliott Attorneys. We also do not understand the basis for the demands contained in paragraph 4 of your letter. Any enforcement of the settlement agreements will not be undertaken by us but by Peter Faucitt and/or his attorneys.

4.3. The suggestion in paragraph 2.4 that there was an absence of legitimate disputes is also bizarre given that a court order was granted against you and you were unhappy with the granting of the court order.

4.4. You also seem to approbating and reprobating by initially suggesting that the agreements are void *ab initio* and at the same time suggesting that the agreements are voidable.

4.5. You make vague allegations about preventing the reporting of crimes to authorities, the suppression of financial irregularities and the circumvention of legal compliance obligations, but fail to set out the factual basis for these vague allegations.

4.6. You appear to overlook the fact that you considered the draft mediation agreement, you were comfortable with the draft and you signed the agreement.

4.7. It is also not clear from the contents of your letter on what basis you contend that the correspondence is sent on a without prejudice basis when nothing in the correspondence is of a without prejudice nature. If you were intending for the correspondence to be a formal record of the "termination" of the mediation agreement and settlement agreements, then the position that the email is sent "without prejudice" is nonsensical.

4.8. It is also not clear whether your complaints are directed only at Peter Faucitt or also against us. To the extent that the complaints are directed at us, we invite you to detail the complaints so that we can meaningfully consider them.

4.9. It is also clear from the paragraph numbered 9 of your email that you are appointing alternative legal representatives. In the circumstances, we are delivering a notice of withdrawal as your attorneys of record.

5. Our failure to respond to any specific allegation contained in your 22 September 2025 email should not be construed as an admission of the correctness thereof and all of ENS and Ms Munga's rights are reserved.

6. We will finally account to you in the next few days and thereafter take steps to close our file.

Yours faithfully

Edward Nathan Sonnenbergs Inc.

This is an electronic transmission and is therefore unsigned.