

Date: -23 April 2020

Lebone's response to Sam Sole's second email dated 22 April 2020

1. We do not speak on behalf of Novus or the Consortium and in so far as the contrary may be implied from our response sent to you on 21 April 2020, we were speaking out of turn and this must be corrected. Otherwise, we stand by our original response.
2. It is suspicious, to say the least, that you and Caxtons studiously avoid providing any answer to our request for an explanation as to how you and Caxtons came to be in possession of Lebone's and Novus' confidential proprietary information, as well as information belonging to third parties. None of this could have been obtained legally. Your silence speaks volumes. We conclude that you and your publisher must be privy to the illegal obtaining of these documents. There is no whistle-blower. Your reference to a "*whistle-blower*" is no more than a journalistic fig leaf.
3. Our insistence that commercial transactions remain confidential and protected from competitors is perfectly reasonable and necessary.
4. Caxtons is the author of your narrative. This much becomes clear from Caxtons' response in which, as would be expected, they confirm without adding any further comment whatsoever, that they are quite satisfied with your facts. The precise correlation between the allegations contained in letters written by Caxtons' legal representatives to Novus and your narrative is no coincidence.
5. We are aggrieved that you are already in possession of illegally obtained contracts between Novus and Lebone. You propose to use these illegally obtained documents in support of a story in which we are falsely and maliciously accused of corruption and improper influence. Obviously, we do not accept this and all our legal rights in this regard remain reserved. Any amendments, additions or addendums to the contracts, or our interpretation or implementation

of them, are equally confidential and an internal matter and will not be made available to you.

6. Ad your query 5) to us (which is identical to your query 6) to Novus) we respond as follows: -
 - (a) We conclude that in this instance you and Caxtons are in possession of other illegally obtained confidential proprietary information belonging to Lebone. Novus could never have been in possession of this information and therefore your ex-Novus employee and so-called “whistle-blower” could not have had it either.
 - (b) Firstly, Vroon was not “...*compensated very handsomely for joining Lebone...*”. This is wild and baseless speculation on your part and it is incorrect and misleading. Vroon never “*joined*” Lebone. This implies or strongly suggests that post his exit from Novus, Vroon was employed by Lebone. Vroon was never employed by Lebone. There is nothing untoward in any business between Vroon and Lebone, post Vroon’s exit from Novus, it does no harm to Novus and is of no concern to Novus or Caxtons.
 - (c) Secondly, there is absolutely no connection between (1) any business concluded between Vroon and Lebone, on the one hand, and (2) the award of the workbooks contract to the Consortium on the other hand. The “...*residual sense of unease...*” mentioned in the SCA judgment is taken hopelessly out of context, wholly misplaced and far-fetched, if not bizarre. We have already dealt with this in our first response.
 - (d) That an experienced journalist would even consider proposing such a far-fetched connection is surprising to say the least.
7. We note that you freely question Lebone’s and Novus’s BBBEE status. Perhaps you should investigate the CTP JV’s BBBEE status and credentials. You will be surprised at what you will find.

8. We are disturbed by your questions to Caxton. In particular, your question regarding donations is so plainly loaded and self-serving. You should instead ask Caxton if they *make donations to any political parties and/or private individuals*
9. We note your questions and in particular that your questions are clustered around the Commission Agreement. You are in possession of the contracts and they speak for themselves.
10. Between our statement and the contracts, your questions have been answered. You appear to be determined to give these contracts a spin that suits your agenda. The conclusions you draw are speculative and not supported by any fact.
11. We therefore disagree with your speculative conclusions and you are referred to our statements.
12. We trust that you will report the correct facts, with fair and objectively considered interpretation, and without bias.

Yours faithfully

Keith Michael