

Bojano, 30th June 2015Darren K. Indyke, PLLC
575 Lexington Avenue, 4th Floor
New York, New York 10022
USA**Re: Your letter dd. 22nd June 2015, LSJE, LLC v. Sportis S.A. and Tadeusz Zygowski**

Dear Mr. Indyke,

With reference to your letter dd. 22nd June 2015, herewith we would like to indicate the following facts.

1. Once again I would like to emphasize that the boat is difficult to sell due to the fact that it is custom built. Not the construction of the hull is customized, just the colors and cabin's interior. Your surveyor Martin Carlson admits that the boat has high-end luxury application, „close to yachting style”. All the boat's features which could have been customly adjusted, have been done the way which we agreed. The boat's hull, cabins dimensions and solutions are not customly built features – they are the same at all boats of this model.
2. Before contract signing, we claimed that LSJE, LLC representative should attend a sea trial on one of other existing boats of this model. This is why we suggested test driving one of the vessels in Poland or Switzerland. Therefore after a sea trial, where representatives of LSJE, LLC had a chance to check all parameters of the vessel, you could complain at that stage of the negotiation procedure. Not after manufacturing and delivery of the boat to St. Thomas. Especially that you knew the high („special”) expectations of Mr. Epstein, what we could not even suspect.
3. Ignoring all the malicious comments presented in your a/m letter, we are disgusted with your statement regarding our alleged lack of involvement in selling of the boat. I emphasize again that we carried out lot of effort in order to sell the boat.



4. Following the non agreed with us shipment of the boat without engines back to Poland, we have covered several costs:
- * collecting and transporting the boat and trailer from the port
 - * port fees and penalties due to problems with the trailer which does not comply with European law
 - * mounting two engines only for test drive, afterwards dismounting of the engines
 - * adjusting the transom for mounting engines
 - * test drive and logistic costs
 - * filling the hull under the cabin with watertight foam
 - * storage at our premises
 - * insurance costs

The total amount is EURO 26,800.

In the view of above mentioned facts we reject to cover any of the costs mentioned in your letter dd. 22nd June 2015. However as gesture of our good will, we propose to settle this dispute as follows:

- Sportis covers the costs EURO 26,800
- LSJE,LLC covers the freight costs back to USVI

After your acceptance, we are ready to immediately prepare the boat for freight.

Yours sincerely

Tadeusz Żygowski

