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REPLY TO:

\_\_\_ ST. CROIX OFFICE  
\_\_\_ PUERTO RICO OFFICE

August 1, 2016

Mrs. Cecile de Jongh  
LSJE, LLC  
C/O American Yacht Harbor  
6100 Red Hook Quarters, B-3  
St. Thomas, VI 00802-1348

Re: Betterroads Asphalt Corporation  
Our File No.: 16-3078 (G)

Dear Mrs. De Jongh:

Please be advised that I represent Betterroads Asphalt Corporation. I have been requested to respond to your letter of June 22, 2016.

We are more than happy that you are interested in amicably resolving any disagreements between Betterroads and LSJE, LLC. Probably you have not been provided with information regarding the reasons that led to the cancellation of the contract and requesting a cancellation fee which included work performed and mobilization costs on three occasions involving personnel, equipment transportation and specialty equipment shipping, taxes and clearing.

After several delays and inconveniences caused by your people, Betterroads was instructed to mobilize for the project. After approximately \$30,000.00 actually completed, Betterroads was prevented from continuing working on several occasions. You will remember that the contract excluded barging to and from Little St. James Island because that was LSJE, LLC's responsibility.

On several occasions the barge was not available but Betterroads was not given notice to prevent mobilization which represented at total costs of \$27,460.00. On some occasions work had to be stopped because the owner preferred not to hear the noise of equipment from work being done. There was another delay at the start of the project because the owner had failed to obtain necessary building permits. Betterroads adjusted its price on the contract to the point it was below the market value and the below the cost of placing asphalt. The cancellation and interruption of work was in no manner the result of any act or omission on the part Betterroads. If LSJE, LLCs personnel had taken

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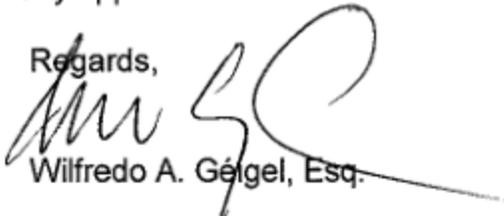
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care of those problems, the project would have been satisfactorily finished on time without unnecessary burdens and unnecessary costs to Betterroads.

My client has no problem in completing the project, and is very interested in continuing with the same, but the cost incurred must be reimbursed, as well as work performed must be compensated. If we can proceed accordingly, my client will be willing to waive the cancellation cost of 15%, charged for the constructive cancellation of the contract. In the alternative LSJE, LLC pays what it owes and there is no further responsibility or obligations from either party to the other. My client would rather complete the project, as long as the interruptions can be minimized.

Your prompt response will be greatly appreciated.

Regards,

  
Wilfredo A. Geigel, Esq.