

Exhibit 12 to Complaint

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April 1, 2019

BY FEDEX AND EMAIL

Michelle L. Cooper, Esq.
Lewis Kappes
One American Square, Suite 2500
Indianapolis, Indiana 46282
Email: MCooper@LewisKappes.com

Re: Auction of Picasso Replica Statue to Jean-Christophe Scheere

Dear Ms. Cooper:

We represent Jean-Christophe Scheere and write in connection with Mr. Scheere's purchase of the Picasso replica statue (the "Statue") from the Gary Community School Corporation (the "School Corporation").

As you know, Mr. Scheere purchased the Statue at auction on January 19, 2019 and received a written communication on January 22, 2019 from the School Corporation's auction agent, Kraft Auction Services, LLC ("Kraft"), confirming that he had placed the "winning" bid for the Statue. The communication also requested Mr. Scheere to wire a sum of \$23,000 as payment for the Statue, which Mr. Scheere promptly did on January 23, 2019. Thereafter, Mr. Scheere continued to communicate with Kraft to arrange shipment for the Statue. In short, Mr. Scheere and the School Corporation entered into a legally binding contract for the sale of the Statue and Mr. Scheere has upheld his obligations under that contract.

Thereafter, on February 11, 2019, Mr. Scheere was informed by Kraft to expect some delay in shipping the Statue because the School Corporation "did not give proper notice" to the Mayor of Gary. Nevertheless, Kraft assured Mr. Scheere that the Mayor had since been notified and did not object to the sale of the Statue. Mr. Scheere was also told to continue to arrange for transportation of the item and that it could be removed after February 23, 2019. It was not until March 14, 2019 that Mr. Scheere was informed by Kraft that the auction had been reopened (ten days prior) and that it was to close again the very next day. Mr. Scheere has now been told that the supposed "second" auction is closed and that a higher bid had been received for the Statue.

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April 1, 2019

Page 2

Mr. Scheere is the lawful owner of, and has paid in full for, the Statue. The improper reopening of the auction and attempted sale of the Statue to another buyer is in clear breach of the contract that the Gary Community School Corporation entered into with Mr. Scheere. To the extent there was a lack of notice to the Mayor, that issue was not caused by Mr. Scheere and, in any event, has now been resolved as the Mayor has been notified and the auction has been approved.

If Mr. Scheere does not receive written confirmation from the School Corporation confirming his ownership of the Statue by April 5, 2019, he will have no choice but to pursue his legal remedies against the School Corporation and its agents.

In the meantime, please ensure that the School Corporation and its agents take immediate steps to preserve all documents and communications relating to the sale of the Statue.

Sincerely,



Sameer Advani

cc: Dr. Pete Morikis (pmorikis@garycsc.k12.in.us – by email only)
Jonathan Kraft (jonathan@kraftauctions.com – by email only)