



EGGERS MALMENDIER

Rechtsanwälte

Fastcraft Ltd.

Ms Holly Farmer

1/43 Enterprise Drive
Papamoa Beach, Papamoa, Bay of Plenty
Neuseeland

Vorab per E-Mail:

holly@fastcraft.co.nz
sales@fastcraft.co.nz

André Eggert

Telefon +49.30.59 00 30 4-45
Telefax +49.30.59 00 30 4-28
eggert@eggers-malmendier.com

Berlin, den 12. März 2010
STU-01/AEG/soy

Re-Seller Agreement Olapa GmbH

Dear Mrs. Farmer

We hereby indicate that we represent Olapa GmbH as their attorneys.

Our client has handed over to us various email correspondence exchanged with you in the second half of 2009 and in this year. Additionally, we have been made aware of correspondence you had with one of our client's costumers. We have also reviewed the re-seller agreement in which you have entered with our client in June 2009.

All such correspondence focuses on certain problems you obviously face with regard to the delivery of certain boats. We understand from your emails that you repeatedly have announced and covenanted delivery of such boats. However, all none of those commitments could - for various reasons - not obtained. For example: In an email as of November 4, 2009 you had promised to sent two boats out end of November / beginning of December, another boat a week later and one more around December 14, 2009. None of such boats has been delivered yet.



On February 17, 2010 you indicated that one boat was ready to be consigned and another one was about to ship two weeks later. Our client has since sent you numerous emails asking for shipping information but has yet to receive an answer.

Whereas such correspondence clearly indicates that you are not able to meet your own deadlines, you had communicated to costumers of our client that delivery of boats is delayed due to non-payment of our client. This statement is false and undermines the reputation of our client severely; which by the way will probably backfire on you. On behalf of our client we therefore ask you urgently to refrain from (i) direct communication with our client's costumers and - in particular - (ii) allegations our client would not honour agreements.

As our client's costumers have made substantial downpayments for the boats they ordered, they urge our client to deliver such boats promptly. They are not longer willing to accept delays and some of them already have threatened our client with damage claims. In view of this our client had - beyond his contractual obligations - transferred to you an amount of another EUR 7,015 on January 6, 2010 and EUR 8,035 on December 22, 2009 as further downpayment for the outstanding boats.

In the meantime one of our client's costumers has lawfully cancelled his order as he was not willing to wait any longer.

In total you have sent invoices to our client totalling NZD 68,700. Our client has so far paid you a total of NZD 65,279. Taking into the account the cancellation of one order you are under a payment obligation towards our client in the amount of NZD 13,479.

Our client has also received the information from your website that Jonas Warren has received a boat who is a Danish citizen. The reseller agreement states that Denmark is our client's territory and thus he is eligible to receive a commission for this boat.

In addition we want to make you aware that our client has spent a total of EUR 2,199 on advertising for your product.

Considering this we ask you urgently to provide us with the exact shipping information for the boats for Frederik Schmid and Thomas Weltrowski and with the delivery date for the boat of Ralf Otto. We need to make you aware that our client will pass on such dates to its costumers and will commit itself to such dates. Hence, if you do not keep such dates and deliver the boats on such dates, our client will be subject to damage claims from its costumers. Any such damage and loss of profit our client will suffer will be subrogated against you without further delay.

Please also advice the outstanding amount of NZD 13,479 to our client's bank account:

*Sparkasse Witten,
Wideystrasse 12*



IBAN DE05 4525 0035 0013 0402 58
BIC: WELADED1WTN

In addition we ask you to provide us with information about Jonas Warrer's boat and advise 10% commission to the bank account mentioned above.

We expect your answer providing detailed delivery and shipping information

until March 16, 2010.

If such deadline will expire, we will advise our client to terminate any agreement with you and claim for damages.

Sincerely



André Eggert, Esq.