

P99000028235

**Greenhold Group, Inc.**

1995 East Oakland Park Blvd.  
Suite 350  
Oakland Park, Florida 33306

Telephone: (954) 564-0006  
Facsimile: (954) 564-2132  
E-mail: [jharris@olsusa.com](mailto:jharris@olsusa.com)

March 12, 2001

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-03/20/01--01059--003  
\*\*\*\*\*35.00 \*\*\*\*\*35.00

Florida Department of State  
ATTN: Division of Corporations  
409 E. Gaines Street  
Tallahassee, FL 32399

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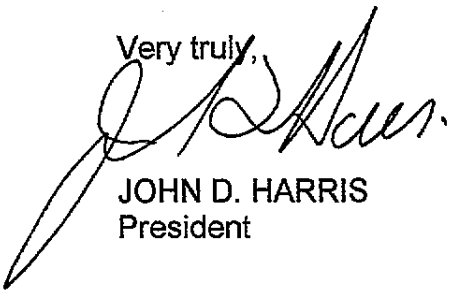
Re: Merger: Naples & Port Charlotte POP, Inc. into Greenhold Group, Inc.

To whom it may concern:

Enclosed are the Articles and Plan of Merger for the above-named entities, with each corporation's respective attachments. Also enclosed are two (2) \$35.00 checks for the merging and surviving corporations.

Please call the undersigned if you have any questions in this regard.

Very truly,



JOHN D. HARRIS  
President

FILED  
01 MAR 20 PM 4: 04  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Enclosures: (as)

*merge*

S. PAYNE MAR 26 2001

ARTICLES OF MERGER  
Merger Sheet

MERGING:

NAPLES & PORT CHARLOTTE POP, INC., a Florida corp., P99000055645

INTO

**GREENHOLD GROUP, INC.**, a Florida entity, P99000028235.

File date: March 20, 2001

Corporate Specialist: Susan Payne

FILED

ARTICLES OF MERGER  
Naples & Port Charlotte POP, Inc. - Greenhold Group, Inc.

01 MAR 20 PM 4: 04  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The following Articles of Merger are submitted in accordance with the Florida Business Corporation Act, pursuant to Section 607.1105 of the Florida Statutes.

**FIRST:** Surviving corporation:

**Greenhold Group, Inc., a Florida corporation.**

**SECOND:** Merging corporation:

**Naples & Port Charlotte POP, Inc., a Florida corporation.**

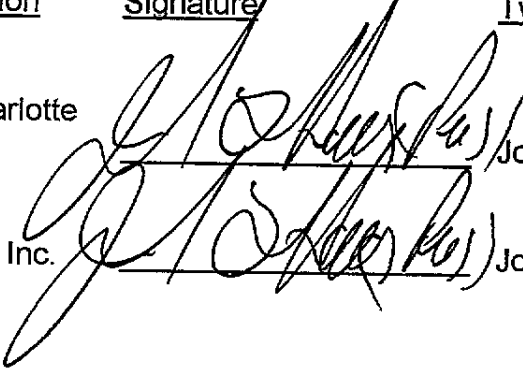
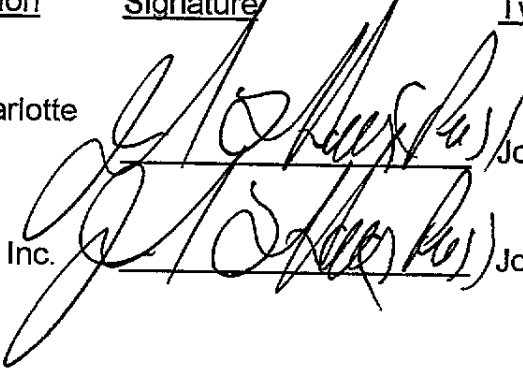
**THIRD:** The Plan of Merger between Greenhold Group, Inc. and Naples & Port Charlotte POP, Inc. is attached.

**FOURTH:** This merger shall become effective on the date these Articles of Merger are filed with the Florida Department of State.

**FIFTH:** The Plan of Merger was adopted by the Shareholders of Greenhold Group, Inc. on December 20, 2000.

**SIXTH:** The Plan of Merger was adopted by the shareholders of Naples & Port Charlotte POP, Inc. on November 20, 2000.

**SEVENTH: Signatures for each corporation:**

<u>Name of Corporation</u>	<u>Signature</u>	<u>Typed/Printed Name/Title</u>
Naples & Port Charlotte POP, Inc.		John D. Harris, President
Greenhold Group, Inc.		John D. Harris, President

**PLAN OF MERGER**  
**Naples & Port Charlotte POP, Inc. - Greenhold Group, Inc.**  
**(Nonsubsidiary)**

The following Plan of Merger is submitted in compliance with Section 607.1101 and in accordance with the laws of any other applicable jurisdiction of incorporation.

**First:** The name and jurisdiction of the surviving corporation is:

<u>NAME</u>	<u>JURISDICTION</u>
<b>GREENHOLD GROUP, INC.</b>	<b>State of Florida</b>

**Second:** The name and jurisdiction of the merging corporation:

<u>NAME</u>	<u>JURISDICTION</u>
<b>NAPLES &amp; PORT CHARLOTTE POP, Inc.</b>	<b>State of Florida</b>

**Third:** The terms and conditions of the merger are as follows:

To be acquired via the voluntary exchange of five hundred thousand (500,000) shares of Greenhold Group, Inc. Common Stock for the one hundred thousand (100,000) shares of stock belonging to the four (4) Naples & Port Charlotte POP, Inc. Shareholders, at a rate of five (5) shares of Greenhold for each share of Naples & Port Charlotte POP, Inc., as of December 21, 2000.

**Fourth:** The manner and basis of converting the shares of the merging corporation into shares, obligations, or other securities of the surviving corporation or any other corporation, or, in whole or in part, into cash or other property, and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation, or, in whole or in part, into cash or other property, are as follows:

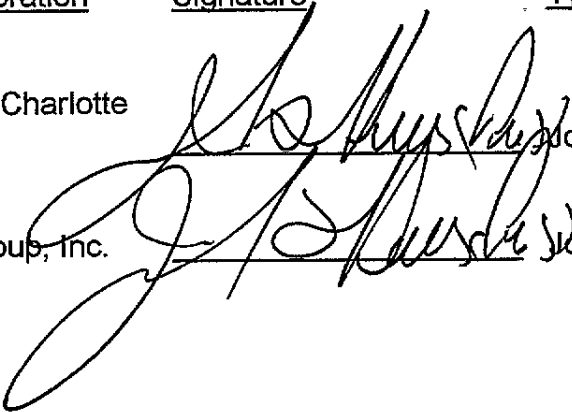
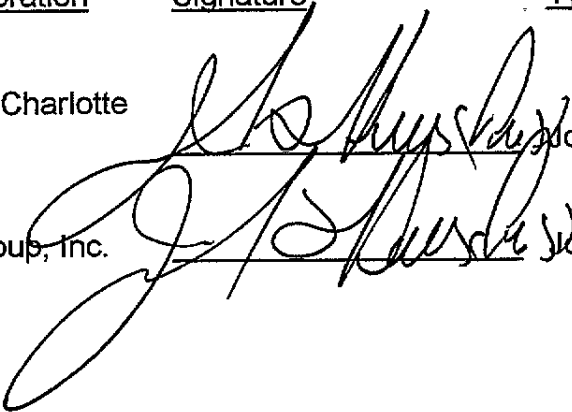
The three hundred thousand (500,000) Greenhold shares are offered in exchange for the one hundred thousand (100,000) shares of Naples & Port Charlotte POP, Inc. stock, which are valued at fifty cents (\$0.50) per share based on the \$250,000 valuation of Naples & Port Charlotte POP, Inc.

Total Greenhold Group, Inc. Common Stock shares as of November 20, 2000: Three million (3,000,000).

Amendments to the Articles of Incorporation of the surviving corporation, Greenhold Group, Inc. (in the form of an additional, updated 2000 Uniform Business Report), as well as the Minutes of the Greenhold Group, Inc. December 21, 2000 Special Meeting of Shareholders (approving merger) and the Minutes of the Naples & Port Charlotte POP,

Inc. October 30, 2000 Special Shareholders Meeting, with attachment, and the Minutes of the November 20, 2000 Special Meeting of Shareholders (approving Share Offer and Lock-up Agreement/merger), with attachments, are attached as exhibits.

**Fifth: Signatures for each corporation:**

<u>Name of Corporation</u>	<u>Signature</u>	<u>Typed/Printed Name/Title</u>
Naples & Port Charlotte POP, Inc.		John D. Harris, President
Greenhold Group, Inc.		John D. Harris, President

14720

# 2001 UNIFORM BUSINESS REPORT (UBR)

## DOCUMENT # P99000028235

### GREENHOLD GROUP, INC.

120 N. U.S. HIGHWAY ONE, #100  
TEQUESTA FL 33469

120 N. U.S. HIGHWAY ONE, #100  
TEQUESTA FL 33469

995 E. Oakland Park Blvd.  
Suite 350  
Fort Lauderdale

Same



65-0910697

\$9.75  
Required

LAVACHE, VICKI J  
120 N. U.S. HIGHWAY ONE, #100  
TEQUESTA FL 33469

John D. Harris  
1995 E. Oakland Park Blvd.  
Suite 350  
Fort Lauderdale  
33306

*John D. Harris*  
JOHN D. HARRIS

FILE NUMBER FEE IS \$150.00  
After MAY 1, 2001 Fee will be \$550.00  
Make Check Payable to Department of State

\$5.00  
Address

DPST  
LAVACHE, VICKI J  
120 N. U.S. HIGHWAY ONE, #100  
TEQUESTA FL 33469  
D  
O'KEEFE, JOHN JR  
120 N US HWY ONE, #100  
TEQUESTA FL 33469

DPS  
John D. Harris  
1995 E Oakland Park Blvd, Ste 350  
Fort Lauderdale, FL 33306

GREENHOLD GROUP INC  
1995 E Oakland Park Blvd Ste 350  
Fort Lauderdale, FL 33306-1149

1008  
63-837 41

Dept of STATE  
One Hundred + 75

\$ 150.00

SUNTRUST  
SunTrust Bank, South Florida  
931 Ocean Mills Office  
Fort Lauderdale, FL 33306-0001

⑆06700607610442000021688⑈1008

## **GREENHOLD GROUP, INC.**

1995 East Oakland Park Boulevard  
Suite 350  
Oakland Park, Florida 33306

Telephone: (954) 564-0006  
Facsimile: (954) 564-2132  
E-mail: [jharris@olsusa.com](mailto:jharris@olsusa.com)

December 27, 2000

Florida Department of State  
ATTN: Division of Corporations - Senior  
Section Administrator  
409 East Gaines Street  
Tallahassee, Florida 32399

VIA FEDERAL EXPRESS

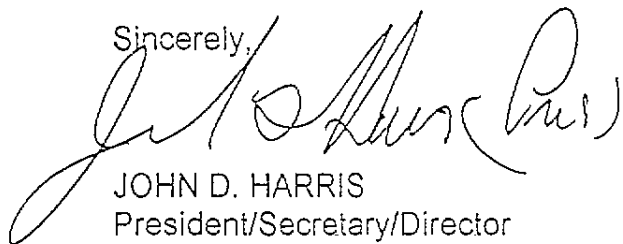
Re: Greenhold Group, Inc. - Amendments - Updated/Additional UBR

To whom it may concern:

The attached additional, updated Uniform Business Report is hereby filed in accordance with Sections 607.1622(7) and/or 617.1622(7) of the Florida Statutes. Enclosed is a check for the \$61.25 filing fee.

PLEASE NOTE: It is **IMPERATIVE** that this document be filed as of the 2000 tax year.

Sincerely,



JOHN D. HARRIS  
President/Secretary/Director

Enclosure: (as)

MINUTES OF SPECIAL MEETING  
OF SHAREHOLDERS OF  
**GREENHOLD GROUP, INC.**

A special meeting of the Shareholders of the above-captioned Corporation was held on December 21, 2000 at 4:00 p.m. at 120 North U. S. Highway One, #100, Tequesta, Florida 33469. The Shareholders hereby waive Notice of this Special Meeting.

There were present the following Shareholders:

<u>Name of Shareholder</u>	<u>Number of Shares</u>
John D. Harris	1,000,000
Dana M. Gallup, Esq.	1,000,000
George Papapostolou	500,000
Merit First, Inc.	300,000

The Shareholders being present, the meeting was called to order by John Harris, Director. The Director presented to the Shareholders a set of Offering Documents by w5h, Inc. dated December 21, 2000, for the merger of w5h, Inc. into the Corporation, issuance of the Corporation's shares to w5h, Inc. shareholders, the prospect of the Corporation's acquiring additional Internet-related companies through the merger with w5h, Inc., as well as the prospect of an Initial Public Offering to take place in January or February of 2001. The Director proposed to the meeting: That such written offering documents by w5h, Inc. be accepted and approved by the shareholders of the Corporation, and that a re-election of officers of the merged corporations be held. Upon motion duly made, seconded, and unanimously carried, it was

RESOLVED, that the resignations of John O'Keefe, Sr., as Director of the Corporation, and Vicki J. Lavache, as President and Secretary of the Corporation, be accepted; and it was further

RESOLVED, that John D. Harris be and was named President, Secretary and Director of the Corporation; and it was further

RESOLVED, that a copy of such written offer by w5h, Inc. be annexed to the minutes of this meeting; and it was further

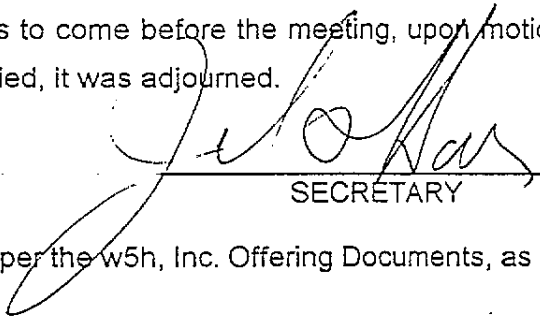
RESOLVED, that the Corporation issue and deliver to w5h, Inc. upon receipt of the consideration therefor, pursuant to the terms of the aforesaid proposal, certificates representing the shares of the Corporation; and it was further



RESOLVED, that the shares so issued shall be fully paid and nonassessable;  
and it was further

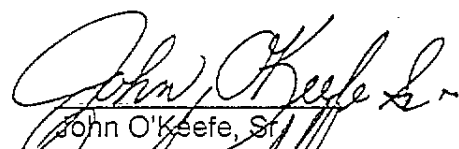
RESOLVED, that the newly elected Officers of the Corporation be, and hereby are, authorized, empowered and directed to take any and all steps, and to execute and deliver any and all instruments in connection with consummating the transaction contemplated by the aforesaid proposal and in connection with carrying the foregoing resolutions into effect.

There being no further business to come before the meeting, upon motion duly made, seconded and unanimously carried, it was adjourned.

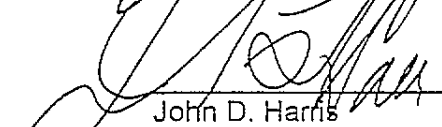


SECRETARY

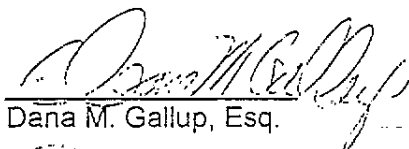
Approved, all the foregoing actions, as per the w5h, Inc. Offering Documents, as issued:



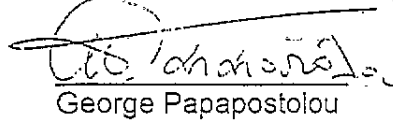
John O'Keefe, Sr.



John D. Harris



Dana M. Gallup, Esq.



George Papapostolou

MINUTES OF SPECIAL MEETING  
OF SHAREHOLDERS OF  
**NAPLES-PORT CHARLOTTE POP, INC.**

A special meeting of the Shareholders of the above-captioned Corporation was held on November 20, 2000 at 4:00 p.m. at 1995 E. Oakland Park Boulevard, Suite 350, Oakland Park, Florida, as duly noticed to Shareholders as affixed to the minutes of this meeting.

There were present the following Shareholders:

<u>Name of Shareholder</u>	<u>Number of Shares</u>
Deborah Dosen	100,000
John J. Galli, Jr.	100,000
John D. Harris	100,000
George Papapostolou	100,000

The Officers of the Corporation being present, the meeting was called to order by John Harris, Director. The Director presented to the meeting a certain written Share Offer and Lock-up Agreement addressed to the Corporation by Greenhold Group, Inc., dated November 5, 2000. After a lengthy question-and-answer period, and upon motions duly made, seconded, and unanimously carried, it was

**RESOLVED**, that a copy of such written offer be annexed to the minutes of this meeting; and it was further

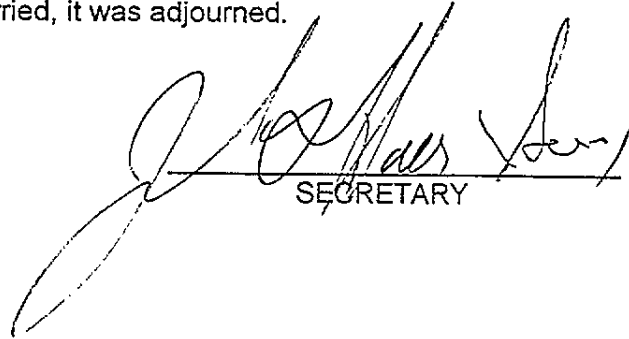
**RESOLVED**, that the Corporation issue and deliver to Greenhold Group, Inc. upon receipt of the consideration therefor, pursuant to the terms of the aforesaid proposal, a certificate representing Five Hundred Thousand (500,000) of the shares of the Corporation, \$0.50 par value per share; and it was further

**RESOLVED**, that the shares so issued shall be fully paid and nonassessable; and it was further

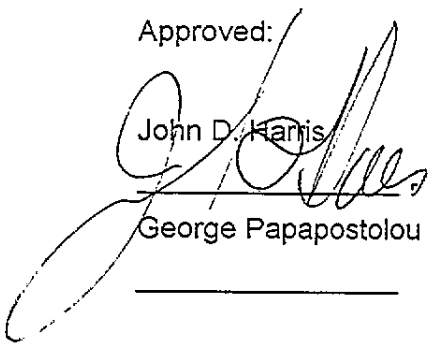
**RESOLVED**, that John D. Harris be named President and Secretary-Treasurer of the Corporation;

**RESOLVED**, that the Officers of the Corporation be, and they hereby are, authorized, empowered and directed to take any and all steps, and to execute and deliver any and all instruments in connection with consummating the transaction contemplated by the aforesaid proposal and in connection with carrying the foregoing resolutions into effect.

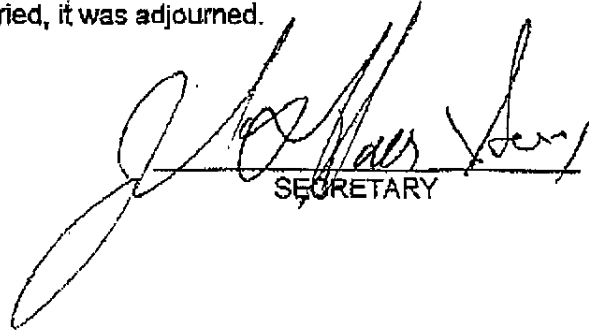
There being no further business to come before the meeting, upon motion duly made, seconded and unanimously carried, it was adjourned.

  
\_\_\_\_\_  
SECRETARY

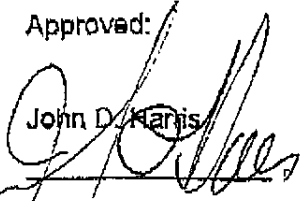
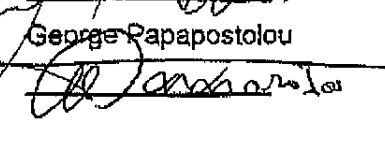
Approved:

  
\_\_\_\_\_  
George Papapostolou

There being no further business to come before the meeting, upon motion duly made, seconded and unanimously carried, it was adjourned.

  
SECRETARY

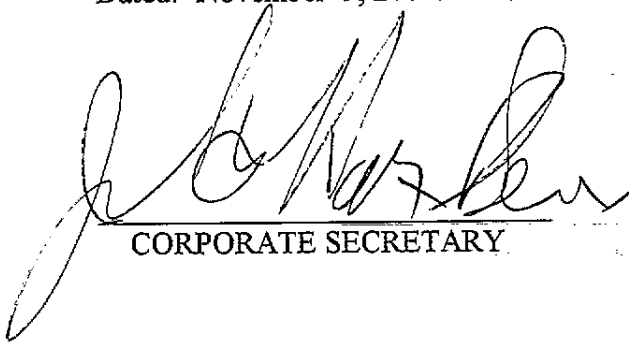
Approved:

  
John D. Harris  
  
George Papapostolou

**NOTICE OF SPECIAL MEETING OF SHAREHOLDERS  
OF  
NAPLES & PORT CHARLOTTE POP, INC.**

A Special Meeting of the Shareholders of Naples & Port Charlotte POP, Inc., a Florida corporation, shall be convened on the 29th day of November, 2000, at 4 o'clock P. M., at 1995 East Oakland Park Boulevard, Suite 350, Fort Lauderdale, Florida. The shareholders shall be asked to consider and vote on a proposal submitted to the company by Greenhold Group, Inc. to merge with or be acquired by Greenhold.

Dated: November 9, 2000.



CORPORATE SECRETARY

November 9, 2000

# ***NAPLES & PT CHARLOTTE POP, INC***

Dear Shareholder;

Enclosed please find a set of new documents to be signed so we can effect the transfer of the subscribers to Greenhold.

After a revue of the documents we used previously we were advised the transfer of the subscribers and issuance of the shares to the Naples stockholders would create a TAX LIABILITY.

Therefore, we include documents which will allow the acquisition of the company itself.

This is exactly the way we acquired Online ServicesUSA.

Please sign the documents and send back as fast as possible as we must complete our SEC filings.

Thanks

John Harris

# ***NAPLES & PT CHARLOTTE POP, INC***

Dear Shareholder;

We have an offer from Greenhold Group, Inc, a public reporting company, to purchase the shares of the company.

The offer is to exchange Greenhold Group, Inc shares valued at \$ .50 (fifty cents) by valuing the company at \$250,000. Therefore, Greenhold will purchase these shares for \$250,000 by issuing 500,000 shares. As there are 100,000 shares issued by company, Greenhold will issue 5.0 shares for each company share.

The Board of Directors is recommending to the shareholders that the assets of COMPANY be acquired by Greenhold Group, Inc ("Greenhold"). Greenhold would acquire COMPANY for \$250,000 at a value of \$ .50 per share of Greenhold stock. Greenhold intends to complete an Initial Public Offering (IPO) in January 2000, at which time a market will be created for its shares. In this way, the Board believes the value for the COMPANY shareholders will be fully realized

The IPO will be done at not less than \$1.00 per share. Therefore, there will be an established value for the shares at the time of the IPO and a market in which shares may be traded. The \$ .50 (fifty cents) value of the Greenhold shares will result in a Greenhold share value of \$1.00 at the time of the IPO. In other words, the total value of the sale at the time of the IPO will be \$500,000.

The shares of Greenhold will be subject to a one-year hold under rule 144 after which they may be sold into the public market. As part of the condition of the purchase of the subscribers the Greenhold shares will be locked-up for the first year and then be subject to a 20 month pool whereby the shares can be sold at 5% per month. Each shareholder has the right not to have their shares sold on a monthly basis and may take delivery of the certificate.

Our CPA advises us that the revenue each shareholder receives when selling their Greenhold shares in the public market will be subject to capital gains taxes only. You may want to ask your CPA.

Dana Gallup will be in charge of the selling process, which commences in the 13<sup>th</sup> month. The Lock-up and Pool agreement are enclosed.

The idea of the Lock-up and Pool is to protect investor value and to maximize the return on investment. In this way, the investors need not worry that large quantities of shares will be offered to the market in such a way that an orderly market is maintained.

Please sign the Lock-up and Pool Agreement and sign your Nexgen shares on the back and return to us.

Yours;

George Papapostolou, President

Approved.....

In addition, we anticipate that there will be a limited number of IPO shares made available to Naples & Pt Charlotte shareholders. We expect that these shares will be subscribed for by Jan 15, 2000. Please indicate below how many Greenhold shares you would like to acquire for the IPO. There is no assurance we will be able to deliver the quantity requested. These shares will be free trading and will not be restricted by the pooling agreement.

IPO Shares

Quantity \_\_\_\_\_ x \$1.00 = \$ \_\_\_\_\_

Requested.....



SHARE OFFER AND LOCK-UP AGREEMENT  
BY AND BETWEEN  
GREENHOLD GROUP, INC.  
(A Florida Corporation)  
AND  
NAPLES & PORT CHARLOTTE POP, INC.  
(A Florida Corporation)

**THIS SUBSCRIBER PURCHASE AND LOCK-UP AGREEMENT** (hereinafter sometimes referred to as the "Agreement"), by and between GREENHOLD GROUP, INC., a Florida corporation (hereinafter sometimes referred to as "GREENHOLD"), and NAPLES & PORT CHARLOTTE POP, INC., a Florida corporation (hereinafter sometimes referred to as "NAPLES").

**WHEREAS**, GREENHOLD and NAPLES wish to enter into a purchase offer agreement under the terms and conditions as hereinafter set forth; and

**WHEREAS**, NAPLES is willing to sell its subscribers and have its shareholders enter into a lock-up agreement pertaining to the disposition of the shares of common stock they will receive in GREENHOLD as a result of the purchase of subscribers;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, receipt of which is hereby acknowledged, it is mutually agreed by and between the parties to this Agreement as follows:

**ARTICLE I: MANNER AND RATE OF OFFER OF SHARES**

The manner and basis of offering shares of GREENHOLD with the shares of NAPLES shall be as follows:

(1) At the effective date of this Agreement, for each share of NAPLES stock owned by a stockholder, that stockholder shall be offered Five (5) shares of GREENHOLD.

(2) All shares of GREENHOLD conveyed to the stockholders of NAPLES shall be delivered as fully paid and nonassessable shares.

(3) All shares of GREENHOLD as delivered to the stockholders of NAPLES shall bear a restrictive legend in substantially the following form:

No sale, offer to sell, or transfer of the shares represented by this certificate shall be made unless a registration state-

ment under the Federal Securities Act of 1933, as amended, with respect to such shares, is then in effect or an exemption from the registration requirements of said Act is then in fact applicable to said shares.

#### **ARTICLE II: EFFECTIVE TIME**

The effective time of this Agreement shall be such time as

- (1) This Agreement has been executed by the parties hereto; and
- (2) All stockholders of both corporations have executed Exhibit "A" attached hereto and incorporated into this Agreement.

#### **ARTICLE III: LOCK-UP PROVISIONS**

Upon such time as the stockholders of NAPLES are entitled to receive their shares of GREENHOLD under the share offering as provided herein, those stockholders hereby agree that the certificates issued on their behalf shall be deposited with Dana M. Gallup, Esq. and retained subject to the following lock-up provisions. Specifically, each such stockholder hereby agrees during the Lock-Up Period, as hereinafter defined, that he or she shall not directly or indirectly take any action designed to, or that may reasonably be expected to cause or result in the stabilization or manipulation of the price of any security of GREENHOLD to facilitate the sale or resale of the stock owned by that stockholder; or take any action whatsoever that would be intended as a transfer of that stockholder's share(s) in GREENHOLD in any direct or indirect fashion whatsoever, recognizing that the share certificate is being held under this Agreement by GREENHOLD. In the event that GREENHOLD shall secure the services of an independent transfer agent during the tenure of this Agreement, the stockholder agrees and consents to the entry of stop-transfer instructions with GREENHOLD's transfer agent against the transfer of these shares held by the stockholder, except in compliance with this Agreement.

#### **ARTICLE IV: LOCK-UP PERIOD DEFINED**

It is agreed and understood by the stockholders who will be entitled to GREENHOLD shares under this Agreement that the Lock-Up Period shall be defined and shall operate as follows:

(1) During the first twelve (12) months commencing from the Effective Date of this Agreement, there shall be no sale of the shares of GREENHOLD.

(2) Commencing with the thirteenth (13th) and continuing through the thirty-second (32nd) month, if a stockholder so desires and indicates to Dana M. Gallup, Esq. his or her desire to sell, then Dana M. Gallup, Esq. shall sell on the public market, if such a market exists for this stock, five percent (5%) of the number of shares owned by that stockholder, and shall continue to sell five percent (5%) of those shares each month thereafter until otherwise notified by the stockholder. If a stockholder shall elect, starting with the 13th month, not to have his or her shares sold for a particular month, that stockholder shall notify Dana M. Gallup, Esq. prior to the first (1st) day of the month of sale that the shares are not to be sold, and in such case, a certificate for that five percent (5%) of that stockholder's shares shall be issued and delivered to him or her, as the case may be, on the 5th day of the month following. In the case of any sales of stock, Dana M. Gallup, Esq. shall have the responsibility of disbursing the net sale proceeds (without interest) to the stockholder on the fifth day of the month following.

#### **ARTICLE V: CHANGE OF CONTROL**

If GREENHOLD experiences a change of control, which, for the purpose of this Agreement is defined as a sale of all or substantially all of its assets to another Person (as defined below), or a merger or similar transaction which is effected in such a way that GREENHOLD is not the surviving entity or shares of its stock are to be cancelled in exchange for value (for purposes of this Agreement, "Person" shall mean an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, or an unincorporated organization and/or a governmental department or agency), then GREENHOLD agrees to release all shares held under the Lock-Up arrangement and distribute those shares to the owners thereof.

#### **ARTICLE VI: REPRESENTATIONS AND WARRANTIES**

Each corporation being a party to this Agreement represents and warrants that it has the full power and authority to enter into this Agreement and likewise, each stockholder executing Exhibit "A" attached hereto represents and warrants that he or she

has full power and authority to enter into this Agreement and further agrees to execute any additional documents necessary or desirable in connection with the enforcement hereof.

**ARTICLE VII: GOVERNING LAW**

This Agreement is to be construed and enforced under the laws of the State of Florida and the laws of the State of Florida shall govern all issues and questions concerning this Agreement, and the exclusive venue for any action arising under this Agreement shall be Miami-Dade County, Florida.

**ARTICLE VIII: ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. There are no warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth or referred to herein. No amendment, waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision, nor shall any such waiver constitute a continuing waiver, unless otherwise expressly provided.

**ARTICLE IX: SEVERABILITY**

In case any provision in this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby.

**ARTICLE X: THIRD-PARTY BENEFICIARIES**

Each party hereto intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any Person other than the parties.

**ARTICLE XI: COUNTERPARTS**

This Agreement may be executed in any number of counterparts, and each counterpart shall constitute an original instrument, but all of which taken together shall constitute only and one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

GREENHOLD GROUP, INC.

\_\_\_\_\_  
SECRETARY

BY:

\_\_\_\_\_  
PRESIDENT

ATTEST:

NAPLES & PORT CHARLOTTE POP,  
INC.

\_\_\_\_\_  
SECRETARY

BY:

\_\_\_\_\_  
PRESIDENT

**EXHIBIT "A"**  
**STOCKHOLDER'S CONSENT TO THE**  
**SHARE OFFER AND LOCK-UP AGREEMENT**

**BY AND BETWEEN**  
**GREENHOLD GROUP, INC. AND NAPLES & PORT CHARLOTTE POP, INC.**

The following persons, comprising all of the stockholders of the above-referenced corporations, do hereby consent to the above-referenced Agreement dated \_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, and agree to abide by its terms and conditions.

**GREENHOLD GROUP, INC.**

Signature of Stockholder & Date of Execution

Number of Shares Owned

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**NAPLES & PORT CHARLOTTE POP, INC.**

\_\_\_\_\_

\_\_\_\_\_

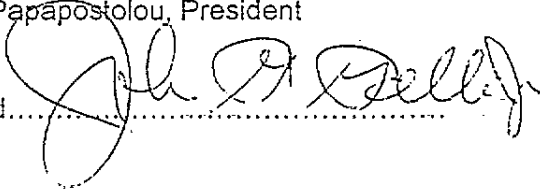
\_\_\_\_\_

\_\_\_\_\_

Yours;

George Papapostolou, President

Approved.....

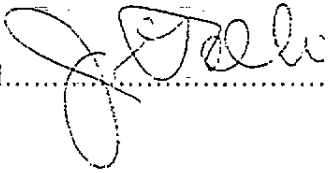


In addition, we anticipate that there will be a limited number of IPO shares made available to Naples & Pt Charlotte shareholders. We expect that these shares will be subscribed for by Jan 15, 2000. Please indicate below how many Greenhold shares you would like to acquire for the IPO. There is no assurance we will be able to deliver the quantity requested. These shares will be free trading and will not be restricted by the pooling agreement.

IPO Shares

Quantity 250 x \$1.00 = \$ 250 -

Requested.....

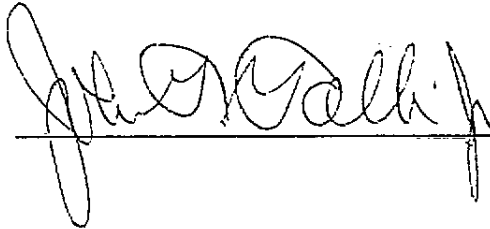


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GREENHOLD GROUP, INC.

Signature of Stockholder & Date of Execution      Number of Shares Owned

 2/03/2011 \_\_\_\_\_

NAPLES & PORT CHARLOTTE POP, INC.

\_\_\_\_\_  
\_\_\_\_\_



**BY AND BETWEEN**  
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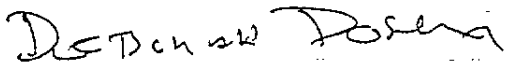
GREENHOLD GROUP, INC.

<u>Signature of Stockholder &amp; Date of Execution</u>	<u>Number of Shares Owned</u>
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_____	_____
_____	_____

NAPLES & PORT CHARLOTTE POP, INC.

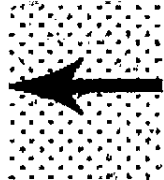
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Yours;

George Papapostolou, President

Approved *George Papapostolou*



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IPO Shares

Quantity \_\_\_\_\_ x \$1.00 = \$ \_\_\_\_\_

Requested *George Papapostolou*

**BY AND BETWEEN  
GREENHOLD GROUP, INC. AND NAPLES & PORT CHARLOTTE POP, INC.**

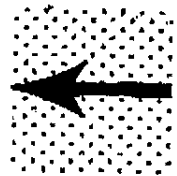
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**GREENHOLD GROUP, INC.**

Signature of Stockholder & Date of Execution

Number of Shares Owned

*[Handwritten signature]*



**NAPLES & PORT CHARLOTTE POP, INC.**

*[Handwritten signature]*

