

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA

Case No. 4:00-cv-67-H(4)

**GREENGOLD INTERNATIONAL,
INC.,**)
)
)
Plaintiff,)
)
v.)
)
PAUL SKILLICORN,)
and THE DUCKWEED COMPANY,)
)
)
Defendants.)

FILED

APR 28 2000

DAVID W. DANIEL, CLERK
US DISTRICT COURT, EDNC
BY JS DEP CLERK

**VERIFIED COMPLAINT FOR TEMPORARY AND PRELIMINARY
INJUNCTIVE RELIEF AND DAMAGES**

NOW COMES Plaintiff GreenGold International, Inc. ("GreenGold") and files this Verified Complaint for Temporary and Preliminary Injunctive Relief and Damages, and asserts the following allegations and causes of action against Defendants Paul Skillicorn ("Skillicorn") and The Duckweed Company ("Duckweed Company").

Parties, Jurisdiction and Venue

1.

Plaintiff GreenGold is a corporation organized and existing under the laws of the State of Nevada. GreenGold is a wholly-owned subsidiary of Bionet Technologies, Inc. ("Bionet").

2.

Defendant Skillicorn is an individual who maintains his principal residence at Route 1, Box 440, Snow Hill, North Carolina 28580. Until April 15, 2000, Skillicorn was the President, Chief Executive Officer, Chief Technology Officer, and Chairman of the Board of GreenGold.

SCANNED

3.

Defendant The Duckweed Company is a corporation organized and existing under the laws of the State of North Carolina. Skillicorn is Duckweed Company's registered agent, and can be served with process at Route 1, Box 440, Newell Road, Snow Hill, North Carolina, 28580.

4.

This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332 because there is complete diversity of citizenship between the parties, and the amount in controversy exceeds \$75,000 as to each defendant.

5.

This Court also has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338 because GreenGold's cause of action for patent infringement is a federal claim, and the remaining causes of action arise from the same set of operative facts as the patent infringement claim.

6.

Venue is proper in this Court because Skillicorn resides in this District and Duckweed Company maintains its principal place of business here. 28 U.S.C. § 1391.

Factual Allegations

7.

Prior to August 18, 1998, Skillicorn was among a small group of persons who owned 100% of the outstanding shares of GreenGold (then known as The GreenGold Corporation). Skillicorn personally owned 1,601,281 shares of GreenGold.

8.

GreenGold's primary asset is a technology known as the Aquatic Macrophyte Cultivation Apparatus, U.S. Letters Patent No. 5,636,472 ("the '472 Patent"). A true and correct copy of the '472 Patent is attached to this Complaint as Exhibit A. Skillicorn, in combination with William Spira, invented this technology, which is commonly referred to as Aquameal.

9.

Aquameal was designed as an alternative system for treating farm animal waste. The Aquameal technology solves various problems related to cultivating floating aquatic plants, in particular duckweed, and enables the plants to be grown and frequently harvested as a cash crop of potentially substantial commercial value.

10.

Spira eventually assigned the '472 patent to GreenGold. GreenGold recorded this assignment on January 31, 1996. Similarly, Skillicorn assigned the '472 patent to GreenGold. GreenGold recorded this assignment on August 27, 1998. GreenGold is the assignee and sole owner of the '472 patent, including the right to sue for and recover for past, present and future infringement thereof.

11.

On August 18, 1998, Bionet (then doing business as Pratt, Wylce & Lords, Ltd.) purchased 100% of the outstanding shares of GreenGold through an Agreement of Sale/Exchange (the "Sale Contract"). A true and correct copy of the Sale Contract is attached to this Complaint as Exhibit B. Skillicorn was a party to the Sale Contract.

12.

Bionet acquired GreenGold for the purpose of developing and eventually marketing Aquameal as a commercial product. To accomplish that goal, GreenGold required the expertise

of Skillicorn, who was one of the only persons with detailed technical knowledge of Aquameal and its potential applications. Thus, section 8.1 of the Sale Contract required Skillicorn to enter into an employment contract with GreenGold.

13.

Pursuant to the Sale Agreement, Skillicorn entered into an employment contract (the "Employment Contract") with GreenGold on August 1, 1998. A true and correct copy of the Employment Contract is attached to this Complaint as Exhibit C. Pursuant to the Employment Contract, which is explicitly governed by Florida law, Skillicorn accepted the positions of President, Chief Operating Officer, and Chief Technology Officer of GreenGold. Skillicorn was also appointed as the Chairman of GreenGold's Board of Directors. In these positions, Skillicorn owed fiduciary duties of utmost good faith, loyalty, and due care to GreenGold and its shareholders.

14.

The Employment Contract, along with Skillicorn's fiduciary duties of care and loyalty to Greengold, required him to document any and all improvements and alterations that were made to Aquameal.

15.

Paragraph 7.1 of the Employment Contract states that "Employee agrees that he will promptly and fully inform and disclose to the Employer all new inventions and designs that he may develop or discoveries which he may hereafter have during the term of this Agreement and which pertain or relate directly to the new technology products of the Employer or to any experimental work carried on by the Employer. All such new inventions, designs and discoveries shall be the property of the Employer."

16.

Paragraph 7.2 of the Employment Contract forbids Skillicorn from disclosing any trade secrets belonging to Greengold, provides that all files, records, and specifications relating to Greengold's business will remain the property of Greengold, and forbids Skillicorn from directly competing with Greengold throughout the term of the Employment Contract and two years thereafter.

17.

Following execution of the Sale and Employment Contracts, Skillicorn relocated to Snow Hill, North Carolina. There, Skillicorn was to begin developing the Aquameal technology into a commercially viable product.

18.

GreenGold's first order of business in Snow Hill was to construct a prototype of the Aquameal system. Bionet financed this project. In the first few months of GreenGold's operations, Bionet provided over \$100,000 to Skillicorn to use in building the prototype and operating GreenGold. Despite these large contributions, however, GreenGold failed to flourish under Skillicorn's management and direction. Skillicorn's management of GreenGold was characterized by a series of reckless business decisions, his public denigration of Bionet, and an unwillingness to cooperate or communicate with Bionet in the day-to-day management of GreenGold.

19.

Skillicorn failed to exercise due care in making business decisions for GreenGold. For example, one of Skillicorn's first decisions as an officer and director of GreenGold was to lease a farm house that could serve as the base of GreenGold's operations. Eventually, Skillicorn leased a house without conducting a prior inspection of the property. Later, Skillicorn informed Bionet

management that the house required \$14,000 in repairs. Skillicorn made additional wasteful expenditures in using funds designated for GreenGold to finance personal trips that were unrelated to GreenGold's business or operations.

20.

Skillicorn also refused to maintain reasonable lines of corporate communication with Bionet from the outset of his employment with the GreenGold. Despite numerous inquiries from Bionet management, Skillicorn routinely refused to report on the status of GreenGold or the Aquameal prototype. Skillicorn's refusal to cooperate with Bionet management and failure to submit to basic corporate reporting eventually made Bionet hesitant to provide additional funding to GreenGold, to the detriment of GreenGold's business interests.

21.

Skillicorn refused to produce financial statements and other accounting data for GreenGold. For example, Skillicorn never accounted for the use of any of the over \$100,000 that Bionet provided to him as funding for GreenGold. Skillicorn also failed to document any of the alleged \$14,000 in expenses that he claimed were required to repair the house on John Adams' farm. When pressed, the meager reports that Skillicorn did produce were often misleading. Skillicorn also failed to file state and federal tax returns for GreenGold.

22.

In almost a full year as Chairman of the Board of GreenGold, Skillicorn never once called a meeting of the Board of Directors. This further contributed to the lack of focus and direction that plagued GreenGold during Skillicorn's tenure as an officer and director of the company.

23.

Skillicorn refused numerous requests to document modifications that he made to Aquameal. At all times relevant to this Complaint, the details of any modifications that Skillicorn made to Aquameal remained exclusively within the personal knowledge of Skillicorn. GreenGold is not now in possession of up-to-date documentation of Aquameal, its proprietary technology and primary asset.

24.

Skillicorn, who had become dissatisfied with Bionet's attempts to institute reasonable corporate controls and lines of communication, disparaged Bionet's reputation in the North Carolina farming community. Because the North Carolina farming community had come to readily associate GreenGold with Bionet, Skillicorn's public denigration of Bionet seriously damaged GreenGold's business reputation in North Carolina..

25.

Skillicorn's communications with Bionet and members of the GreenGold board of directors became more infrequent over the summer of 1999. In August 1999, Skillicorn ceased all communications with Bionet and other members of the GreenGold board of directors. He refused to return telephone calls, and refused to accept delivery of letters sent to him by Bionet and Bionet's counsel, and refused to meet with Bionet management. After weeks of attempting to contact Skillicorn, Bionet instructed its legal counsel to send a written demand letter to Skillicorn. In a certified letter dated September 17, 1999, Bionet, acting through counsel, demanded that Skillicorn produce crucial GreenGold accounting data, written reports of recent activities, written documentation of Aquameal in its most current state. The letter also warned Skillicorn that Bionet would take legal action to stop any misappropriation of GreenGold's proprietary technology. A true and correct copy of the letter is attached to this Complaint as

Exhibit D. Skillicorn, or someone acting on his behalf, refused to accept delivery of this letter. Skillicorn also refused to accept delivery of a certified letter sent by Bionet on November 8, 1999. Skillicorn's utter refusal to communicate with Bionet and GreenGold left the companies with no reliable knowledge of his whereabouts or activities for the next six months.

26.

Finally, in mid-March 1999, a number of North Carolina newspapers carried an Associated Press article featuring Skillicorn and his recent work on a duckweed-based waste treatment system near Hookerton, North Carolina. The article reported that Skillicorn was engaged in this project under the auspices The Duckweed Company, and that the city of Hookerton was scheduled to receive a state grant to finance the construction of the duckweed-based system. This article provided Bionet and GreenGold with the first reliable indications of Skillicorn's whereabouts and activities since he stopped communicating with the companies in August 1999.

27.

According to records obtained through the North Carolina Secretary of State, Skillicorn incorporated The Duckweed Company in August 1999. Upon information and belief, Skillicorn, through The Duckweed Company, is developing and marketing a duckweed-based animal waste treatment system in and around Snow Hill, North Carolina. The system being used and marketed by The Duckweed Company, and in particular the system being built for the city of Hookerton, is identical or virtually identical to Aquameal.

28.

The Duckweed Company is unaffiliated with Bionet and/or GreenGold, and lacks any authorization to use Aquameal.

Causes of Action

Count I
Patent Infringement

30.

GreenGold realleges and incorporates by reference each and every allegation contained in paragraphs 1 through 29, inclusive.

31.

The '472 Patent was duly and lawfully issued on June 10, 1997. The '472 Patent has been assigned to GreenGold and GreenGold is the owner of the '472 Patent, including the right to sue for and recover for damages associated with past, present, and future infringement thereof.

32.

Skillicorn has been using, without GreenGold's permission or authorization, a device that infringes the '472 Patent.

33.

Skillicorn's unauthorized use of the '472 Patent has caused and will continue to cause GreenGold irreparable harm for which GreenGold has no adequate remedy at law. GreenGold believes that unless enjoined and restrained by this Court, Skillicorn will continue his unauthorized use of the '472 Patent. GreenGold is therefore entitled to a temporary, preliminary and permanent injunction prohibiting further infringement by Skillicorn.

34.

Skillicorn's infringement of the '472 Patent has been knowing and willful and entitles GreenGold to recover treble damages pursuant to 35 U.S.C. § 284 and reasonable attorneys' fees and expenses of litigation pursuant to 35 U.S.C. § 285.

Count II
Trade Secret Misappropriation

35.

GreenGold realleges and incorporates by reference each and every allegation contained in paragraphs 1 through 34, inclusive.

36.

Upon information and belief, Duckweed Company, by and through Skillicorn, has and continues to use trade secrets of Greengold.

37.

Skillicorn's conduct, in both his personal capacity and in his capacity as an officer of Duckweed Company, constitutes misappropriation of GreenGold's trade secrets under Fla. St. Ann. § 688.001 et seq.

38.

The conduct of Duckweed Company constitutes misappropriation of GreenGold's trade secrets under Fla. St. Ann. § 688.001 et seq.

39.

The Conduct of Skillicorn and Duckweed Company has caused and will continue to cause GreenGold irreparable harm for which GreenGold has no adequate remedy at law. GreenGold believes that unless enjoined and restrained by this Court, Skillicorn and Duckweed Company will continue to misappropriate trade secrets belonging to GreenGold.

40.

As a result of Skillicorn and Duckweed Company's aforesaid actions, GreenGold is entitled to temporary, preliminary and permanent injunctive relief and actual damages, damages for unjust enrichment, and a reasonable royalty for Skillicorn and Duckweed Company's unauthorized disclosure and use of GreenGold's trade secrets. Fla. St. Ann. § 688.004.

41.

As a result of Skillicorn and Duckweed Company's willful and malicious misappropriation of Greengold's trade secrets, Greengold is entitled to exemplary damages under Fla. Stat. Ann. § 688.004(2).

Count III
Breach of Contract

42.

GreenGold realleges and incorporates by reference each and every allegation contained in paragraphs 1 through 41, inclusive.

43.

Upon information and belief, Skillicorn is and has been, directly or indirectly engaged in direct competition with the products of GreenGold, in contravention of Section 7.4 of the Employment Contract (the "Non-Compete" provision).

44.

The Non-Compete provision protects the legitimate business interests of GreenGold, which consist of, without limitation, trade secrets, valuable confidential business information, a specific marketing and trade area, and substantial relationships with specific prospective existing customers.

45.

The Non-Compete provision is reasonably necessary to protect GreenGold's legitimate business interests. Fla. St. Ann. 542.335(c).

46.

The Non-Compete provision requires Skillicorn to refrain from competing with GreenGold for the duration of the Contract and for a two year period thereafter.

47.

Skillicorn's conduct has caused and will continue to cause irreparable harm to GreenGold for which it has no adequate remedy at law. GreenGold believes that unless enjoined and restrained by this Court, Skillicorn will continue to engage in direct competition with the products of GreenGold.

48.

As a result of the aforesaid acts, GreenGold is entitled to a temporary, preliminary and permanent injunction. Fla. St. Ann. 542.335(j).

49.

Skillicorn's acts have also damaged GreenGold in an amount to be determined at trial.

Count IV
Breach of Fiduciary Duty

50.

GreenGold realleges and incorporates by reference each and every allegation contained in paragraphs 1 through 49, inclusive.

51.

As a high-ranking officer and Chairman of the Board of Directors of GreenGold, Skillicorn owed fiduciary duties of loyalty, care, and utmost good faith to GreenGold.

52.

Skillicorn breached his duty of care to GreenGold by making reckless and uninformed business decisions, such as purchasing the farm house without a prior inspection, and taking on projects that were unrelated to the establishment of an Aquameal prototype in North Carolina. Skillicorn's refusals to document the Aquameal technology and to produce even rudimentary financial statements also breached his duty of care to the corporation.

53.

Skillicorn breached his duty of loyalty to GreenGold by publicly criticizing GreenGold's parent corporation, and thereby impairing GreenGold's ability to do business in the North Carolina.

54.

Skillicorn further breached his duty of loyalty to GreenGold by misappropriating GreenGold's proprietary technology, infringing its patents, and by forming Duckweed Company and placing it in direct competition with GreenGold.

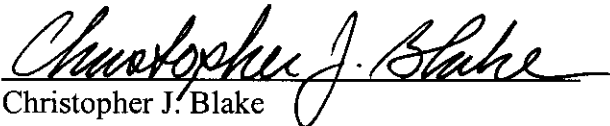
55.

Skillicorn's breaches of fiduciary duty to GreenGold have damaged GreenGold in an amount to be proven at trial.

WHEREFORE, Greengold prays that this Court:

- (a) temporarily, preliminarily and permanently enjoin Skillicorn from infringing the '472 patent;
- (b) temporarily, preliminarily and permanently enjoin Skillicorn from misappropriating the proprietary trade secrets of Greengold;
- (c) enforce the lawful covenant not to compete currently being violated by Skillicorn;
- (d) award Greengold judgment against Skillicorn and Duckweed Company on all actual damages as demonstrated by the evidence; and
- (e) award plaintiff its reasonable attorneys' fees, costs for this action, and such other appropriate relief as this Court deems proper.

Respectfully submitted this 28th day of April, 2000.



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IN THE UNITED STATES DISTRICT COURT
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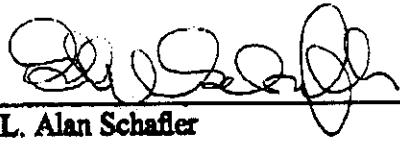
Case No. _____

GREENGOLD INTERNATIONAL,)
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 PAUL SKILLICORN,)
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 Defendant.)

VERIFICATION

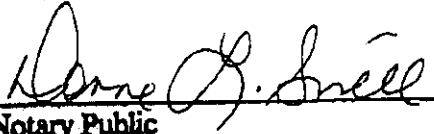
STATE OF GEORGIA
COUNTY OF HARRIS

Mr. L. Alan Schafler personally appeared before me, the undersigned authority, this day and after being first duly sworn, deposes and says that he is over 21 years of age, that he suffers from no legal disability, that he is the President of Bionet Technologies, Inc., of which GreenGold International, Inc.(GreenGold”), the Plaintiff in the above styled action, is a wholly-owned subsidiary, that he is a member of the board of directors GreenGold, that he is authorized to provide this verification on behalf of the Plaintiff, that he has read the Complaint filed in this action, that he has personal knowledge of the factual allegations in the Complaint, and that the factual allegations in the Complaint are true and correct to the best of his knowledge, information, and belief.


L. Alan Schafier

Sworn to and subscribed before me

this 27th day of April 2000.


Notary Public

My Commission Expires:

~~SEPTEMBER 12, 2001~~

[AFFIX NOTARIAL SEAL]



383483



US005636472A

United States Patent [19]
Spira et al.

[11] **Patent Number:** 5,636,472
[45] **Date of Patent:** Jun. 10, 1997

- [54] **APPARATUS FOR THE CONTINUOUS CULTIVATION OF AQUATIC MACROPHYTES**
- [76] **Inventors:** William M. Spira, 14221 Park Ave. S., Burnsville, Minn. 55337; Paul W. Skillicorn, 707 Pamplona, Davis, Calif. 95616
- [21] **Appl. No.:** 526,077
- [22] **Filed:** Sep. 11, 1995
- [51] **Int. Cl.⁶** A01G 33/00
- [52] **U.S. Cl.** 47/1.4; 210/602; 210/150; 210/926
- [58] **Field of Search** 47/1.4, 65; 210/602, 210/626, 629, 608, 150, 926

Primary Examiner—James R. Feyrer
Attorney, Agent, or Firm—John D. Kramm

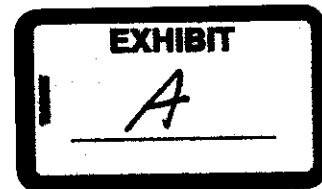
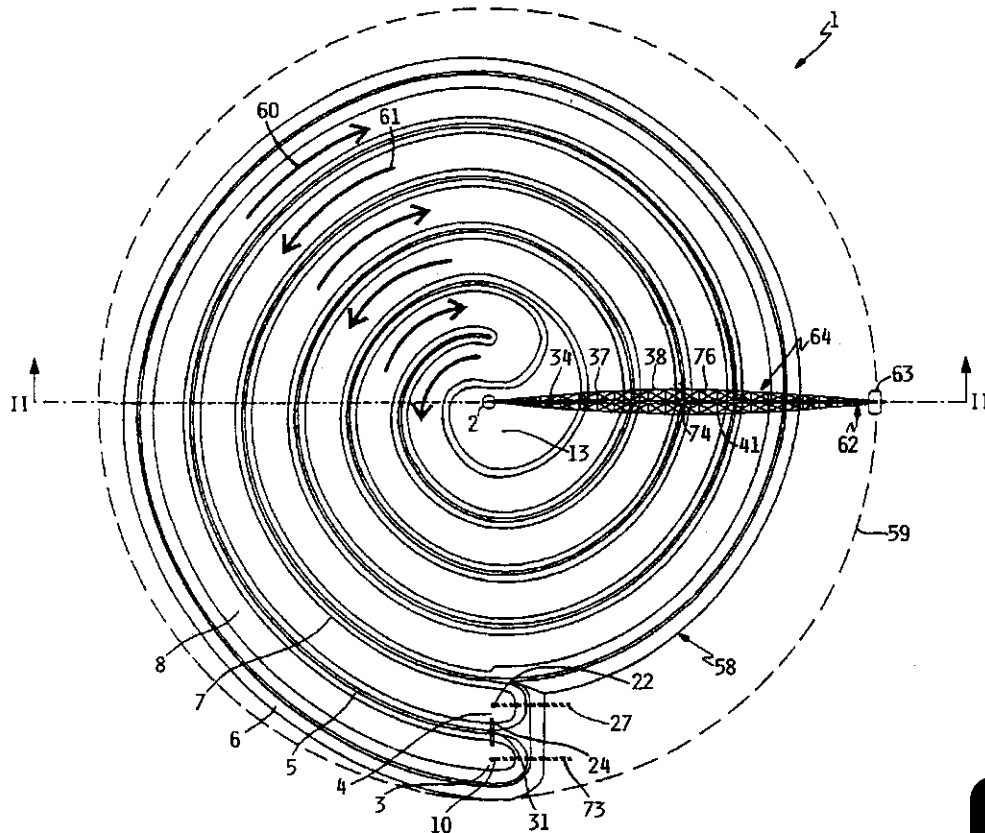
[57] **ABSTRACT**

An apparatus for cultivating macrophytes grown on the water surface in a circular basin structure containing a channel of plant growth nutrients water spiraling from the basin structure periphery into the center of the basin structure and then back out again to the periphery. Two spiraling berms, constructed in parallel, define the single, continuous channel of water. A conveyor means is mounted on a rotatable arm that extends from the basin structure center to the basin structure periphery and rotates about the central support. The conveyor means moves laterally along the rotatable arm so as to remain in the center of the channel of water as that arm rotates. A portion of the floating macrophytes on the water surface is harvested one or more times each day and transported to beyond the periphery of the basin structure where the floating macrophytes are available for subsequent processing. The proportion of plant cover harvested can be controlled by adjustments to the conveyor means and by adjusting the speed at which the rotatable arm rotates. The rotatable arm contains a means for dispensing macrophytes with water jet heads that mix and redistribute the plant cover after the conveyor means has passed through.

[56] **References Cited**
U.S. PATENT DOCUMENTS

2,732,663	1/1956	Dewey	47/1.4
3,495,712	2/1970	Schreiber	210/629
4,041,640	8/1977	Itanami et al.	47/1.4
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7 Claims, 8 Drawing Sheets



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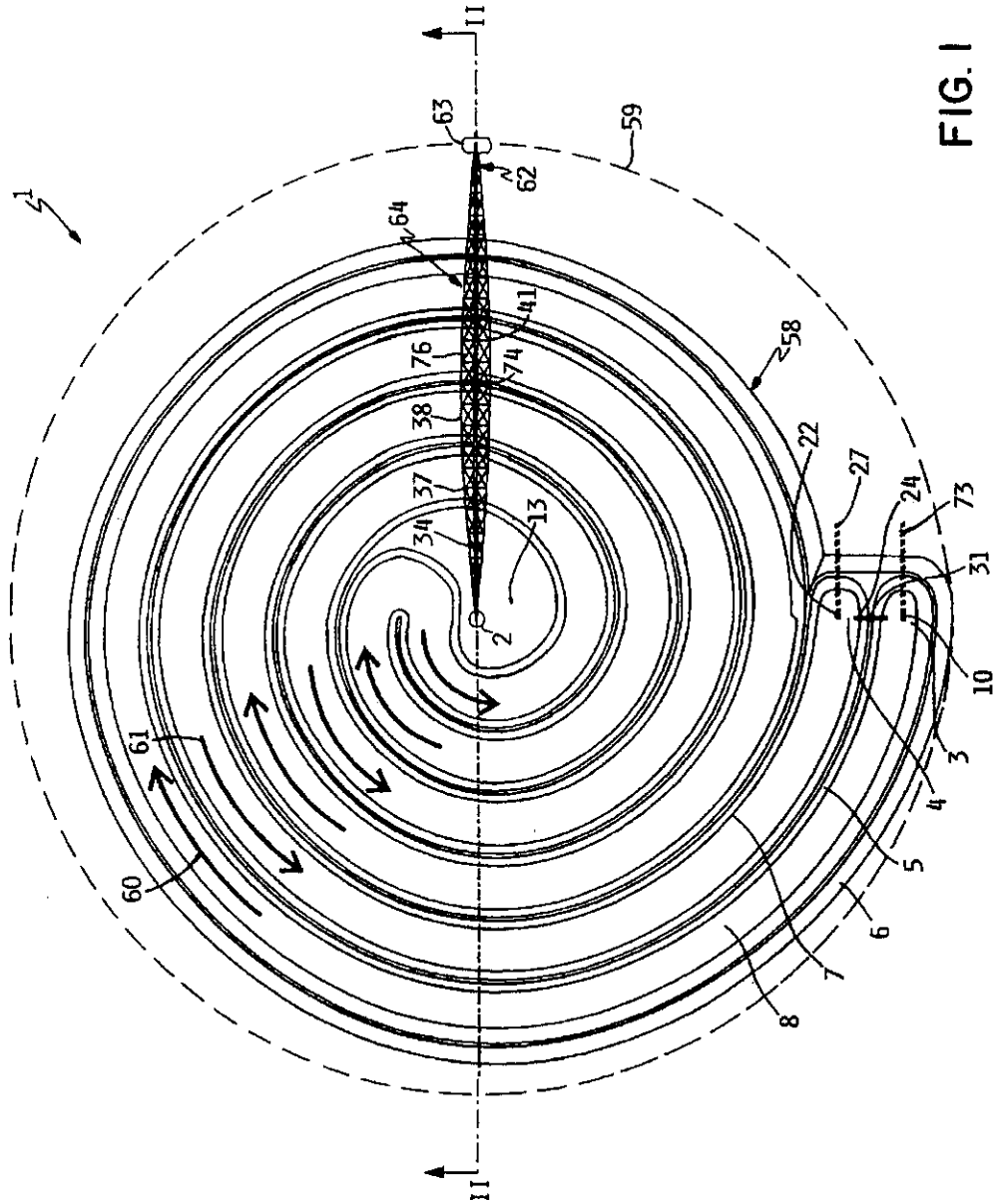


FIG. 1

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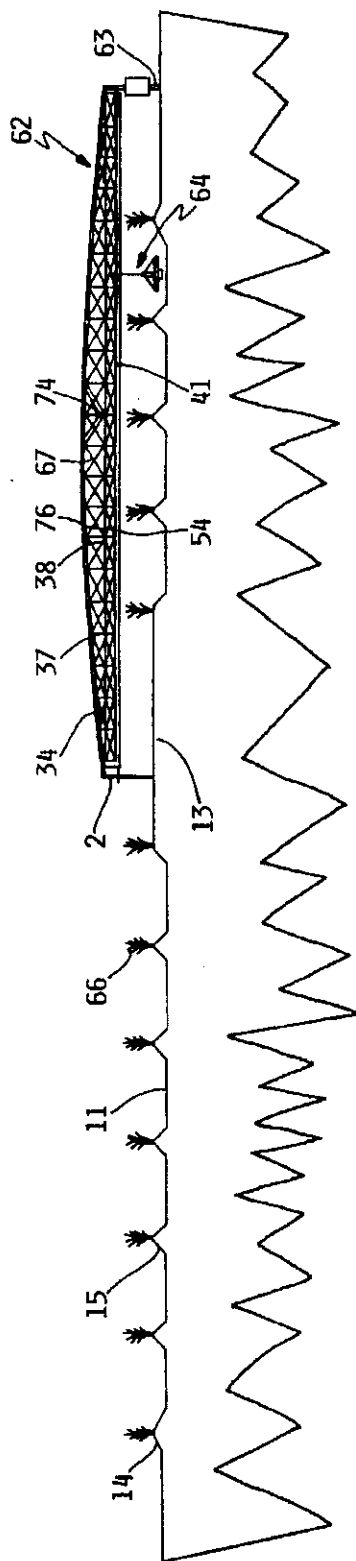


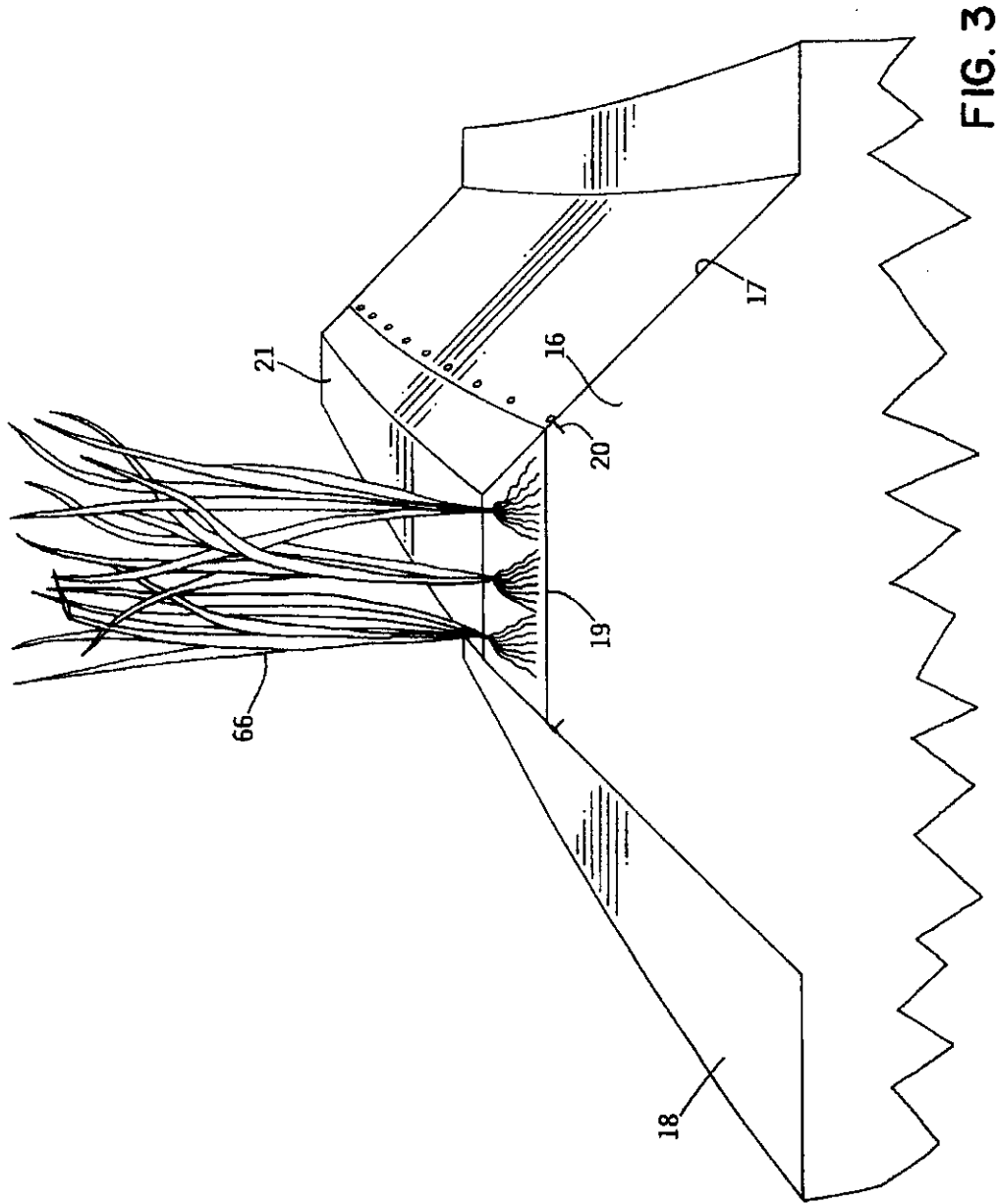
FIG. 2

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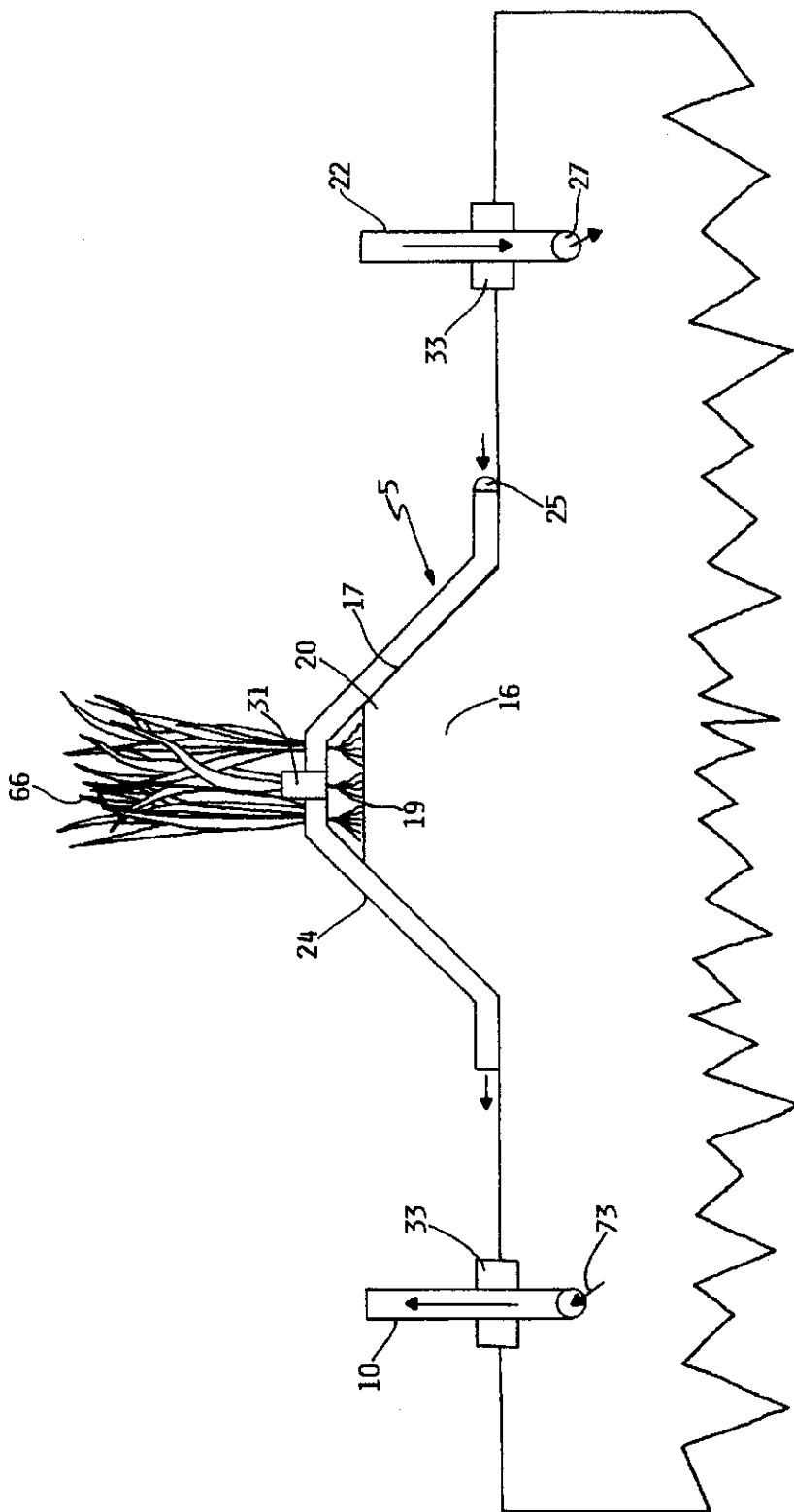


FIG. 4

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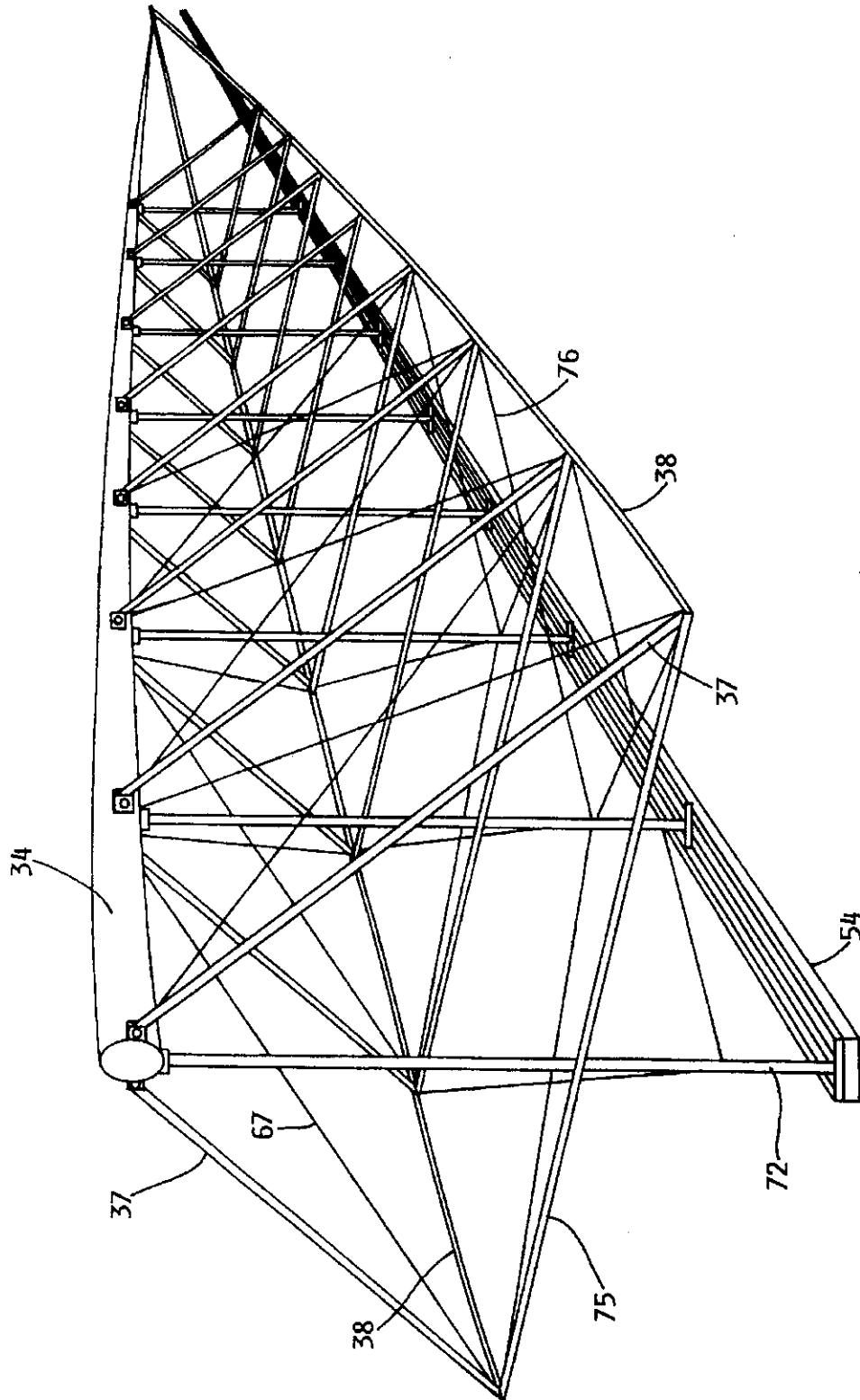


FIG. 5

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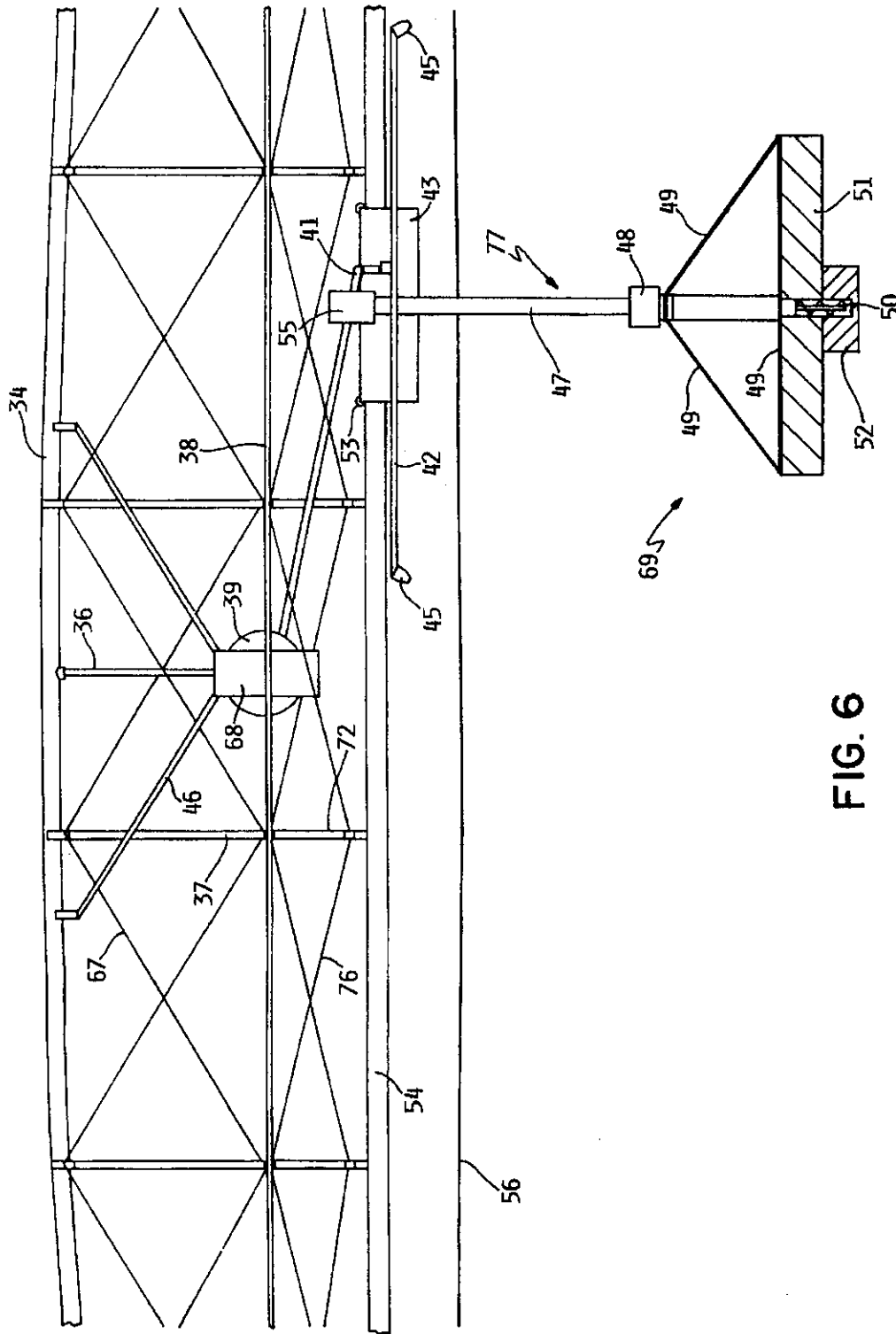


FIG. 6

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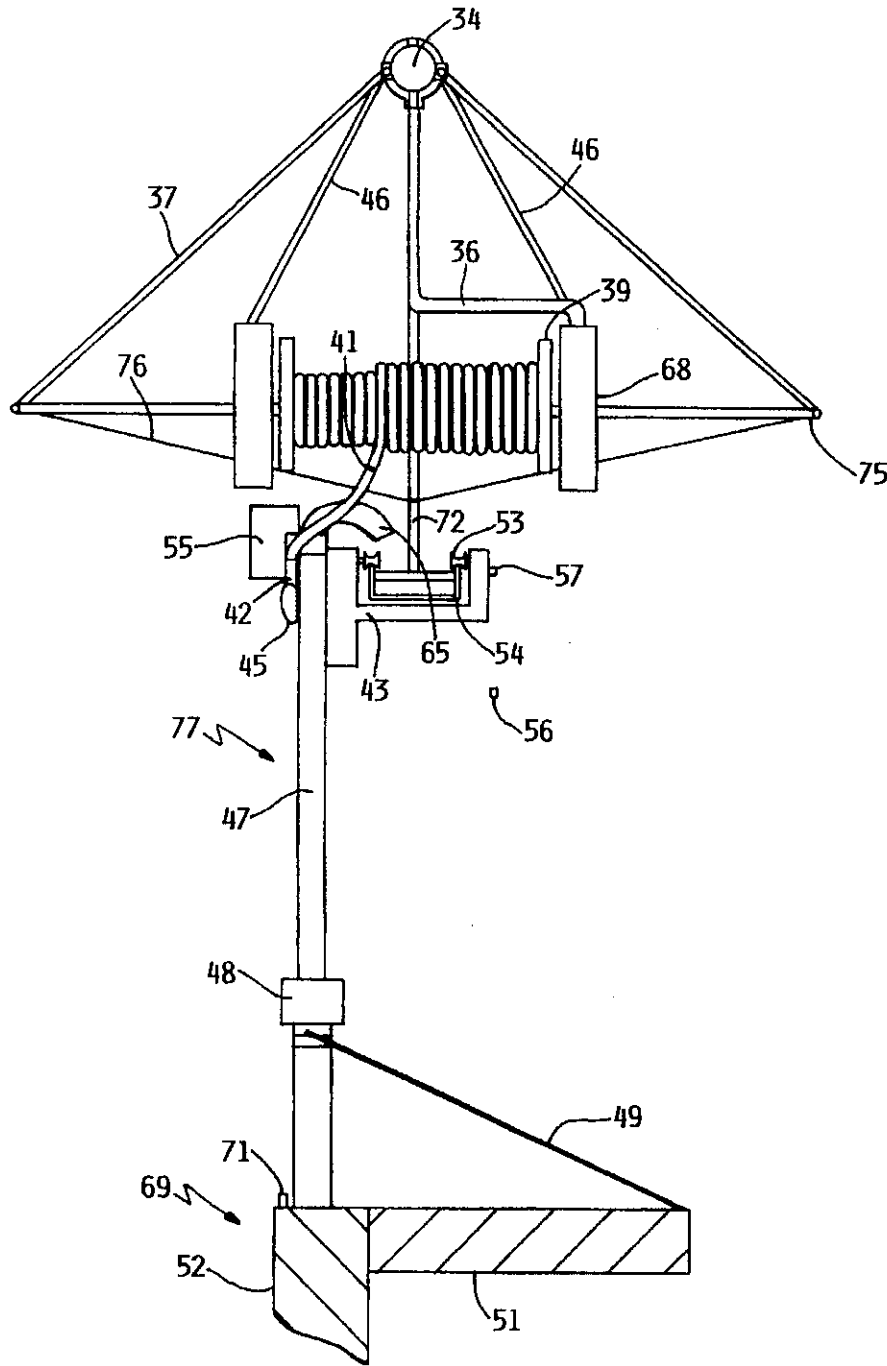


FIG. 7

U.S. Patent

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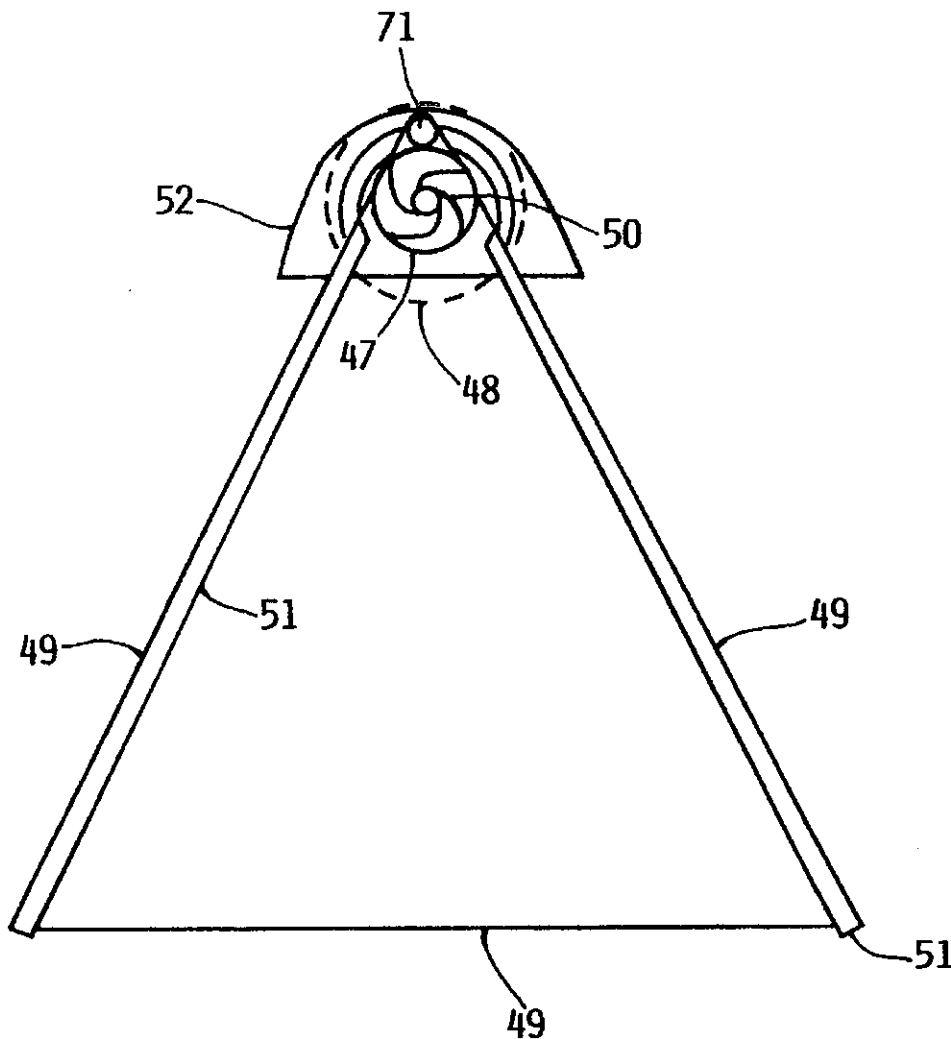


FIG. 8

5,636,472

1

APPARATUS FOR THE CONTINUOUS CULTIVATION OF AQUATIC MACROPHYTES

BACKGROUND OF THE INVENTION

The present invention relates to a biomass producing apparatus and in particular to the cultivation of aquatic macrophytes floating on water having plant growth nutrients.

For many years, floating aquatic plants have been cultivated both as food sources for fish and other animals and for treating wastewater and/or improving water quality. Plants such as water hyacinth, water chestnuts, water lettuce, heartleaf, hydrillas, azollas, and members of the duckweed and liverwort families have proven effective for water treatment. Water hyacinth growing profusely on sewage promotes good effluent quality but has not proven to be a marketable or otherwise attractive commodity.

Applying duckweed (scientific name: Lemnaceae) as a macrophyte cover on a pond or lagoon has distinct advantages over water hyacinth and other more fibrous plants for producing a more marketable biomass with a higher protein content. Duckweeds are found worldwide; they grow on nutrient rich water to form a complete cover on the water surface; they show exceptional productivity per unit area; and have shown that they were excellent fodder for fish, poultry and cattle. Because of this, duckweed can be grown as an attractive and marketable commodity.

Duckweed species can survive extremely adverse conditions. Their growth rate is, however, highly sensitive to nutrient loading and nutrient balance, temperature, and pH. For duckweed to thrive and grow at maximum rates, these four factors need to be maintained at near optimal levels.

In addition, maximizing the yield from a duckweed pond or lagoon demands careful crop management to maintain a complete plant cover on the surface of the water but one that is not so dense that crowding becomes significant. The complete cover is important to suppress algae growth in the water, which reduces pH elevation caused by algal respiration. Crowding must be avoided because it greatly reduces productivity and adversely affects the vigor of the plants. Given the extremely rapid growth rates of a healthy population of duckweed, harvesting must be carried out with sufficient frequency to maintain the plant cover at an optimum density.

One known system in the U.S. for treatment of wastewater and improved water quality by use of floating aquatic plants employs a serpentine channel of water comprising several parallel, straight portions connected by U-turns. Such channels of water are commonly created by using baffles but can also be formed by berms. The channels establish a flow that nearly approximates a plug-flow situation. A floating containment grid structure covers the water surface forming a series of plant containment zones and floating aquatic plants are deployed on the surface of the water in these containment zones. This system must be harvested by a rider-mounted harvester of a design similar to harvesters used to remove other floating aquatic plants from bodies of water. Harvesting is done at intervals ranging from several weeks to several months. Based on the amount of water surface available for duckweed cultivation, this system is expensive to construct and operate, and is extremely inefficient as a source of marketable biomass.

Another known system employs channels constructed in a greenhouse for cultivating duckweed. The duckweed cover is harvested at frequent intervals and the productivity per

2

unit area under cultivation is relatively high. Nevertheless, the cost of construction and operation is excessive for commercial applications except when a significant portion of these costs can be recouped from the value of treated wastewater or improved water produced by the facility. In most parts of the world, water does not have sufficient value to support such an operation.

With respect to cultivating duckweed and, by extension, other floating macrophytes, on plant growth nutrient water, an efficient system for crop management has not been developed. A device is needed that simultaneously supports true plug-flow conditions for water treatment or improvement and allows the macrophyte crop to be managed for improved production. Making an apparatus capable of sufficiently frequent harvesting of a portion of the macrophyte on the water surface has been a problem. Controlling the dispersion of the macrophyte cover so that areas of open water are covered and clumps of dense growth are broken up has also been shown to be a problem.

The present invention solves these and other problems related to cultivating floating aquatic plants on plant growth nutrient waters and enabling the plants to be grown and harvested frequently as a cash crop of substantial commercial value.

SUMMARY OF THE INVENTION

The present invention and apparatus is intended to take macrophytes of the type naturally growing on the surface of water and normally deriving their nutrition from said water, and to create for them a system wherein they may be cultivated continuously on plant growth nutrient water. This is accomplished by constructing a circular basin containing a continuous, shallow channel of water spiraling into the center of the structure and then out again. Plant growth nutrient water is caused to flow through this channel of water and macrophytes are grown on the water surface. Two spiral berms, constructed in parallel, define the single, continuous channel of water in which water flows in a double path.

The apparatus for the culture of aquatic macrophytes in water having plant growth nutrients comprises a basin structure of generally circular shape which presents a double path in a generally spiral shape. The double path defines a single continuous channel of water from an inlet end at the periphery of the basin to the center of said basin and then back to an outlet end adjacent to the inlet end at the periphery of the basin. For example, a double path can be made of parallel berms. Additionally, a pipe and pump can fluidly communicate with the outlet end and the inlet end so that the concentration of growth nutrients of the water through the channel of water can be controlled.

A rotatable arm is attached to a support central to the basin. The rotatable arm extends beyond the periphery of the basin and is fully rotatable around the central support. The rotatable arm bears a trough which extends beyond the berms.

A conveyor means gathers macrophytes from the water and conveys the macrophytes onto the trough whereby the macrophytes are conveyed beyond the berms. The conveyor means can have a harvester head, an auger and a tram assembly. As the rotatable arm rotates about the central support, the tram assembly moves the harvester head and auger laterally along the rotatable arm to keep the conveyor means in the center of the channel of water throughout the basin structure. A portion of the floating macrophyte on the water surface is harvested one or more times each day and transported to beyond the periphery of the basin where the

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macrophyte is available for subsequent processing. The proportion of plant cover harvested can be controlled by adjustments to the conveyor means and by adjusting the speed at which the rotatable arm rotates.

A means for dispersing the macrophytes over the surface of the water after a portion of said macrophytes has been harvested is also provided. The entire apparatus can be constructed as a single unit or several units can be combined into a variety of arrangements in which units are constructed in series, in parallel, or in any combination of series and parallel arrangement.

BRIEF DESCRIPTION OF THE DRAWINGS

FIG. 1 is a top plan view of a macrophyte aquaculture apparatus illustrating the double path of the single, continuous channel of water.

FIG. 2 is a side elevational cross-sectional view of the apparatus taken on the line 2—2 of FIG. 1 illustrating a series of berms in profile and the rotatable arm.

FIG. 3 is an enlarged, perspective cross-section view of an interior berm.

FIG. 4 is a partial side elevational cross-sectional view of an interior berm at the inlet end and the outlet end of the channel of water.

FIG. 5 is a perspective view of a section of the rotatable arm and trough viewed from the central island.

FIG. 6 is a partial, front elevational view of the rotatable arm, conveyor means and dispersing means.

FIG. 7 is a partial side elevational view of portions of the conveyor means.

FIG. 8 is an enlarged top plan view of the rotatable harvester head.

DETAILED DESCRIPTION OF THE DRAWINGS

A typical embodiment of the macrophyte aquaculture apparatus 1 of the present invention is shown in FIG. 1 and FIG. 2. The macrophyte aquaculture apparatus 1 comprises a basin structure 58 of generally circular shape that presents a double path in a generally spiral shape. The double path defines a single continuous channel of water 8 from an inlet end 3 at the periphery of the basin structure 58 to the center of said basin structure 58 and then back to an outlet end 4 adjacent to the inlet end 3 at the periphery of the basin structure 58. In one embodiment of the invention, a double path can be made of parallel berms. A pipe 24 and pump 31 can fluidly communicate with the outlet end 4 and the inlet end 3 single continuous channel of water 8 so that the concentration of growth nutrients of the water through the channel of water 8 can be controlled.

A rotatable arm 62 at one end is attached to a central support 2 central to the basin structure 58. The rotatable arm 62 extends beyond the periphery of the basin structure 58 and is fully rotatable around the central support 2. The rotatable arm 62 bears a trough 54 that extends beyond the berms. A conveyor means 64 gathers macrophytes from the water and conveys the macrophytes onto the trough 54 where the macrophytes are conveyed beyond the berms. The conveyor means includes a harvester head 69, an auger 77 and a tram 43. A means for dispersing the macrophytes over the surface of the water after a portion of said macrophyte has been harvested is also provided.

The harvester head 69 and auger 77 moves laterally along the rotatable arm 62 to remain in the center of the channel of water 8 as the rotatable arm 62 rotates around the central

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support 2. A portion of the floating macrophytes on the water surface is harvested one or more times each day and transported beyond the periphery of the basin structure 58 where macrophytes are available for subsequent processing. The proportion of plant cover harvested can be controlled by adjustments to the conveyor means 64 and by adjusting the speed at which the rotatable arm 62 rotates.

The basin structure 58 forms an approximate circle shape defined by the exterior berm 6. The basin structure 58 can have in one embodiment of the invention a radius of 60 meters and can be open to the atmosphere and be exposed to direct sunlight. The mostly circular basin structure 58 presents a double path in a generally spiral shape. The double path defines a single continuous channel of water 8 from an inlet end 3 at the periphery of the basin 58 to the center of the basin 58 around the central island and then back to an outlet end 4 adjacent to the inlet end 3 at the periphery of the basin structure 58. The double path comprises an influent 60 channel of water 8 flowing toward the center island 13 and an effluent 61 channel of water 8 flowing toward the periphery of the basin 58. In one embodiment of the invention, a double path can be delimited by parallel berms. For example in FIG. 1, a double path comprises the influent 60 channel of water 8 flowing between the exterior berm 6 and the first interior berm 5 and the effluent 61 channel of water 8 flowing between the first interior berm 5 and the second interior berm 7. The purpose for the shapes of the basin structure 58, the double path and a single continuous channel of water 8 is for continuously growing and harvesting a crop of macrophytes on the water surface.

FIG. 1 shows the intersection of the rotatable arm 62 with the circular track 59 of wheel 63, the exterior berm 6, the first interior berm, the second interior berm 7, another interior berm and the central island 13. The berms have a mounded shape and contain earth or of earth and masonry construction using brick, stone, concrete aggregate or any combination of this. The berms are constructed to prevent any flow of water through the berms. The berms are planted at the berm top 21 with firmly rooted vegetation. The berm crop 66 creates an effective wind break and prevents erosion by weather.

The exterior berm profile 14 is substantially wider than the interior berm profile 15. The exterior berm profile 14 is constructed to a slope of 2.5:1 or 3:1 compared with a slope of 1:1 for interior berms. The exterior berm 6 and interior berms have a freeboard of at least 30 cm. An example of an interior berm is shown in FIG. 3. The berm interior 16 of an interior berm consists of compacted core berm material such as earth or masonry. An agricultural grade or wastewater grade plastic liner 17 covers from a berm slope, across the entire channel bottom 18, and up to the slope of the berm opposite. This plastic liner 17 extends beyond and above the waterline and is held in place by anchors 20 along the entire length of the berm. The berm top 21 has berm fill 19 consisting of a higher quality of earth filled to a depth of approximately 40 cm. so that a berm crop 66 or grass can be cultivated on the berm top 21 to use as a windbreak for the macrophytes.

FIG. 4 shows a view of the first interior berm 5 both at the starting point and at the ending point for the channel of water 8 inside the basin structure 58. Plant growth nutrient water enters the buried inflow main 73 and ascends the inflow standpipe 10 into the channel of water 8 delimited by the exterior berm 6 and the first interior berm. The influent 60 flows toward the central island 13. After the influent 60 channel of water 8 passes around the central island 13, the channel of water 8 becomes an effluent 61, flowing toward

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the periphery of the basin 58. Upon reaching the end of the channel of water 8, the effluent 61 exits the channel of water 8 by descending an outflow standpipe 22 and by leaving a buried outflow main 27. Both the inflow standpipe 10 and the outflow standpipe 22 are securely held in place by a separate concrete base 33. The plastic liner 17 is sealed to all sides of the concrete base 33 to form a leak-free connection.

A pipe 24 passes over the first interior berm 5 between the inflow standpipe 10 and the outflow standpipe 22. This pipe 24 is used to recycle water from the effluent 61 at the end of the channel of water 8 to the influent 60 at the beginning of the channel of water 8. The intake of this pipe 24 is fitted with a screen 25 to prevent the passage of plant material. The pipe 24 is connected to a pump 31 for pumping effluent from the outlet end 4 to channel of water bottom 18 at the inlet end 3 for mixing with the influent 60.

As used in this description and in the appended claims, the term "channel of water" is synonymous with "channel" and with "a body of water" meaning a particular course the water takes, specifically the water itself and is to be distinguished from any actual structure that defines or determines that channel of water 8, such as parallel berms. The macrophytes float freely on the surface of the channel of water 8. The channel profile 11 shown in FIG. 2 shows a channel of water 8 with a more-or-less constant cross-sectional dimension throughout its length, with a width at the water surface no greater than 7.0 meters and with an operating water depth no greater than 1.5 meters. The channel of water 8 has an inlet end 3 and an outlet end 4 placed contiguously to each other at the periphery of the basin structure 58. Water flows into the channel of water 8 through an inflow standpipe 10 and flows out of the channel of water 8 through the outflow standpipe 22. Both standflow pipes 10 and 22 have a height that can be set to establish hydraulic control. The channel of water 8 at the outlet end 4 is operatively connected to the inlet end 3 by the pipe 24 and pump 31 to permit the recycling of a portion of the effluent into the influent as needed. For example, in a basin structure 58 where the level of the water column in the channel of water 8 is maintained between 1.0 and 1.5 meters, the flow of influent is kept at or below 500 cubic meters/day.

FIG. 1 & 2 shows the rotatable arm 62 as a bridge-like shape that spans a radius of the basin structure 58 from a raised central island 13 located at the center of the basin structure 58 to beyond the periphery of the basin structure 58. Upon this central island 13 at the geometric center of the basin structure 58 is a central support 2 for supporting one end of the rotatable arm 62. The other end of the rotatable arm 62 is supported by a wheel 63. The rotatable arm 62 can pivot 360 degrees on the central support 2 and can make a circular track 59 with the wheel 63 outside the basin structure 58. The rotatable arm 62 can be made from a standard, motorized, 60 meter irrigation device commonly used for agricultural irrigation.

FIG. 5 is a perspective view of a section of the rotatable arm 62 and trough 54 viewed from the central island. FIG. 6 is a partial, front elevational view of the rotatable arm 62, the conveyor means 64 and the dispersing means which includes the water jets pipe 42 and the water jet head 45. A cylindrical shaped main pipe span 34 runs across the top of and the length of the rotatable arm 62. Below and parallel to the main pipe span 34, an U-shaped trough 54 runs across the bottom of and the length of the rotatable arm 62 beyond the berms. The harvester trough 54 is suspended below the main pipe span 34 forming a single incline plane with a 3% slope toward the periphery of the basin structure 58. The trough 54 is secured to the main pipe span 34 by a plurality of evenly spaced, vertically aligned, trough supports 72.

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Two tension cables 38 placed between the main pipe span 34 and the trough 54 extend from the trough support 72. The two tension cables 38 run parallel with each other and run parallel with the main pipe span 34 and the trough 54. The two tension cables 38 are the base vertices of a series of triangles having the main pipe span 34 at the apex. One tension cable 38 is connected to the other tension cable 38 by the bottom support strut 75. The main pipe span 34 is connected to each tension cable 38 by the spacer arm 37. The main pipe span 34 is also connected to each tension cable 38 by criss-crossing diagonal support wires 67 that makes a repeating diamond pattern across the rotatable arm 62 along the triangle sides. The trough support 72 is connected to each tension cable 38 by criss-crossing trough support wires 76 that also makes a repeating diamond pattern across the rotatable arm 62 along the triangle base. An end of the bottom support strut 75, the spacer arm 37, the trough support wire 76 the diagonal support wire 67 all connect at a similar point on portions of the tension cable 38.

The hose spool assembly 74 is secured to the middle of the rotatable arm 62 as shown in FIGS. 1, 2, 6 and 7. The hose spool housing 68 of the hose spool assembly 74 has a rectangular shape and contains the circular shaped hose spool 39. The flexible hose 41 is wound around the hose spool 39. One end of the flexible hose 41 is connected to the hose spool housing 68 and the other end of the flexible hose 41 is attached to the water jets pipe 42 of the means for dispersing macrophytes. The hose spool housing 68 is secured to the main pipe span 34 by two diagonal hose spool supports 46 and one vertical spool pipe 36. Water flows up from the central support 2, across the main pipe span 34 to the spool pipe 36. Water then descends the spool pipe 36 into the hose spool housing 68 and through the flexible hose 41. Water exits the flexible hose 41 into the water jets pipe 42 of the means for dispersing macrophytes then finally out the water jet head 45 into the channel of water 8. As the water jets pipe 42 moves farther away from the hose spool housing 68, the flexible hose 41 is unwound from hose spool 39 to maintain the fluid connection. Similarly, as the water jets pipe 42 returns closer to the hose spool housing 68, the flexible hose 41 is rewound around hose spool 39.

The conveyor means 64 is movably mounted on the trough 54 of the rotatable arm 62. The elongated, vertically oriented conveyor means 64 extends from the rotatable arm 62 into the channel of water 8 of the basin structure 58. The purpose of the conveyor means 64 is for gathering macrophytes from the channel of water 8, and for conveying the macrophytes onto the trough 54 for conveying the macrophytes beyond the berms. The conveyor means 64 translates along the trough 54 relative to the central support 2 as the rotatable arm 62 pivots about the central support 2 over the basin structure 58. The conveyor means 64 includes an auger 77 with a harvester tram 43 at one end and a harvester head 69 in the water at the other end.

The auger 77 of the conveyor means 64 has an elongated shape and vertical orientation for elevating macrophytes from the channel of water 8 to the trough 54. The auger housing 47 of the auger 77 has a hollow tube shape and is fixedly mounted to the harvester tram 43 and fluidly communicates with the auger housing outlet 65 at one end. The other end of the auger housing 47 is connected to the harvester head coupling 48 of the harvester head 69. An auger screw 50 is rotatably disposed within the auger housing 47 and has one end within the harvester head 69 extending beyond the auger housing 47 into the macrophytes and the channel of water 8. See FIG. 8. An auger motor 55 in FIG. 6 is mounted to the harvester tram 43 on the one end

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of the auger housing 47 and the auger screw 50. The auger motor 55 is connected to and drives the auger screw 50 to rotate the exposed end of the auger screw 50.

The harvester tram 43 of the conveyor means 64 has an U-shape that surrounds the bottom and sides of a portion of 5 54. Each top corner of the harvester tram 43 has the harvester tram wheels 53 to roll along the top sides of the trough 54. One end of the auger 77 is fixedly mounted to the harvester tram 43 for translating the conveyor means 64 along the trough 54 relative to the central support 2. The conveyor means 64 translates along the trough 54 relative to 10 the central support 2 by means of a drive chain 57 connected to the harvester tram 43. The relative position of the return portion 56 of harvester drive chain below the trough 54 is illustrated in FIG. 7 by one link in the chain of the return portion of the harvester drive chain 56. One end of the freely 15 hanging return portion 56 of the harvester drive chain connects with a sprocket at the central support 2 and connects to an idler at the other end of the rotatable arm 62.

The harvester head 69 of the conveyor means 64 has a V-shape for gathering a portion of macrophytes off the surface of the channel of water 8 and for directing the macrophytes to the exposed end of the auger screw 50. FIGS. 6, 7, 8. At the top end of the harvester head 69 is the harvester head coupling 48 for rotatably connecting the harvester head 69 with the auger housing 47 of the auger 77. 25 The harvester head coupling 48 controls harvester head 69 rotation, orientation and the harvester head gathering arms 51 aperture. Near the bottom end of the harvester head 69 are at least two permeable harvester head gathering arms 51. One end of each the harvester head gathering arms 51 is pivotally fixed to the harvester head rear collector housing 52 by a hinge 71 shown in FIG. 8. The outer end of each the harvester head gathering arms 51 is connected to and delimited by the harvester head arm support 49. The harvester head arm support 49 is connected with the harvester head 69 below the harvester head coupling 48 and is connected to each of the harvester head gathering arms 51 so that when the harvester head arm support 49 is tightened, each outer end the harvester head gathering arms 51 is urged 30 closer together for gathering a smaller portion of macrophytes. Thus, the amount of macrophytes gathered from the channel of water 8 by the harvester head 69 is controlled by the size of the opening in the V-shape created by the harvester head gathering arms 51.

The means for dispensing macrophytes includes two large droplet, high volume, final water jet heads 45 with a high release angle. The water jet heads 45 are fed by the water jets pipe 42 that fluidly communicates via a flexible pressure hose 41 to a hose spool 39 on which the pressure hose is wound. This hose spool is supported by rigid support structures 46 connected to the main pipe span 34. The water supply comes to the main pipe span 34 through a fluid communication with the central support, 2 on the central island 13.

In operation, plant growth nutrient water is directed through the buried inflow main 73 up the inflow standpipe 10 into the inlet end 3 of the basin structure 58. The concentration of nutrients in the water at the inlet end 3 is controlled by allowing a greater or lesser concentration of plant growth nutrient water to recycle into the inlet end 3 from the outlet end 4 for mixing. The water then flows under substantially plug-flow conditions through the continuously spiraling channel of water 8 to the outlet end 4 with a detention time of at least 20 days.

As the rotatable arm 62 rotates about the central support 2, the conveyor means 64 translates along the trough 54 to

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remain in the center of the channel of water 8 as the arm 62 rotates. A portion of the floating macrophytes on the water surface is collected by both of the harvester head gathering arms 51 and passes to the harvester head rear collector housing 52 where macrophytes are lifted by the auger screw 50 to be deposited into the harvester trough 54. The harvester head gathering arms 51 can be adjusted to collect from 5% to 50% of the macrophytes as the harvester head 69 passes along the channel of water 8. Water is sluiced from the central island 13 side of the trough 54 toward the other end of the trough 54 beyond the periphery of the basin structure 58. Macrophytes deposited in the trough 54 by the conveyor means 64 flushes to the edge of the basin structure 58 where the macrophytes can be collected for transport or 15 processing

The conveyor means 64 can pass through the entire channel of water 8 one or several times per day. The proportion of macrophytes harvested can be controlled by adjustments to the length of the harvester head arm support 49 of the harvester head 69 and by adjusting the speed at which the rotatable arm 62 rotates.

The large droplet water jets heads 45 redistribute the macrophytes after the conveyor means 64 has passed through an area in the channel of water 8 to immediately 25 promote additional macrophyte cover. The basin structure 58 is seeded with macrophytes such as duckweed which are allowed to grow out to a complete cover of the water surface sufficient to suppress algal populations and which permit the continuous harvest of approximately 1000 kg of macrophytes per hectare of water surface area per day. This condition is achieved with a standing crop of approximately 6 to 10 metric tons of macrophytes per hectare.

The entire apparatus described here can be constructed as a single unit or several units can be combined into a variety of arrangements in which units are constructed in series, in parallel, or in any combination of series and parallel arrangement.

Although the present invention has been described with reference to preferred embodiments, workers skilled in the art will recognize that changes may be made in form and detail without departing from the spirit and scope of the invention. Thus, the scope of the invention should be determined by the appended claims and their legal equivalents, rather than by the example given.

We claim:

1. An apparatus for the culture of aquatic macrophytes in water having plant growth nutrients, said apparatus comprising:

- a. a basin structure of generally circular shape which presents a double path in a generally spiral shape, and said double path defines a single continuous channel of water from an inlet end at the periphery of the basin to the center of said basin and then back to an outlet end adjacent to the inlet end at the periphery of the basin;
- b. a rotatable arm attached to a support central to said basin said rotatable arm extending beyond the periphery of said basin, said rotatable arm being fully rotatable around said central support, and said rotatable arm bearing a trough which extends beyond said berms;
- c. a conveyor means which gathers macrophytes from the water and conveys the macrophytes onto said trough whereby the macrophytes are conveyed beyond said berms; and,
- d. means for dispersing said macrophytes over the surface of the water after a portion of said macrophytes has been harvested.

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2. An apparatus for the culture of aquatic macrophytes as recited in claim 1, further comprising a pipe and pump fluidly communicating with said outlet end and said inlet end whereby the concentration of growth nutrients of said water through said channel can be controlled.

3. An apparatus for the culture of aquatic macrophytes as recited in claim 1, wherein said double path is defined by parallel berms.

4. An apparatus for the culture of aquatic macrophytes as recited in claim 3, wherein said berms being constructed of materials selected from a class consisting of earth, masonry, brick, stone, concrete aggregate, or any combination thereof.

5. An apparatus for the culture of aquatic macrophytes as recited in claim 3, wherein said berms include the root systems of vegetation and vegetation to create an effective wind break.

6. An apparatus for the culture of aquatic macrophytes as recited in claim 1, wherein said conveyor means comprises a harvester head, an auger and a tram.

7. An apparatus for the culture of aquatic macrophytes in water having a higher than desirable level of plant growth nutrients, said apparatus comprising:

- a. a basin structure of generally circular shape which presents a defined double path in a generally spiral shape, said path defined by two substantially parallel

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berms, said berms define a single continuous channel of water from an inlet end at the periphery to an outlet end adjacent to the inlet end, and said double path allowing water to flow from the periphery of the basin to the center of said basin and then back to the periphery of the basin;

b. a pipe and pump fluidly communicating said outlet end and said inlet end whereby the rate of flow of said water through said channel can be controlled;

c. a rotatable arm attached to a support central to said basin said rotatable arm extending to beyond the periphery of said basin, said rotatable arm being fully rotatable around said central support, said rotatable arm bearing a trough which slopes downwardly toward a trough outlet, said trough outlet being outside said periphery;

d. a conveyor means which can gather macrophytes from said channel and convey them to said trough whereby they will slide to said trough outlet; and,

e. means for dispersing said macrophytes over the surface of the water in said channel after a portion of said macrophytes has been harvested.

* * * * *

AGREEMENT OF SALE/EXCHANGE

This Agreement is entered into this 18th day of August, by and between Pratt, Wylce & Lords, Ltd., a Nevada corporation ("Buyer"), Paul Skillicorn, William Spira, Bruce Hildebrand, David Smyth, General Alfred Grey and Cecil Maynor (collectively, the "Sellers", or individually, a "Seller") and The Greengold Corporation, a Minnesota corporation ("Acquiree").

Whereas, Sellers own Four Million (4,000,000) shares, \$.01 par value (the "Acquiree Shares"), of the issued and outstanding common stock of Acquiree (representing 80% of the currently issued and outstanding common stock of Acquiree). Sellers desire to sell and Buyer desires to purchase all of the Acquiree Shares (the "Sale Shares").

Now, Therefore, for the mutual consideration set out herein, the parties agree as follows:

1. Purchase and Sale of Acquiree Shares.

1.1 Sellers shall sell to Buyer and Buyer shall purchase from Sellers the Sale Shares at a closing of such sale (the "Closing") to be held at the place and on the date hereinafter provided (the "Closing Date").

1.2 The aggregate purchase price (the "Price") for the Sale Shares shall be in the form of 1,900,000 restricted common shares of Buyer, each Seller to receive a pro-rata number of shares based upon the number of Greengold shares owned. This exchange of shares is intended to be a tax-deferred exchange pursuant to Section 1031 of the IRS Tax Code. This represents approximately 1 share of buyer's shares for each 2.105263 Greengold shares owned.

The undersigned agrees that if Acquiree fails to achieve a minimum of \$500,000 in earnings before taxes by the end of the fiscal year following a period of 36 months from the Closing Dates, Sellers agree to surrender a total of 950,000 Common Shares back to Buyer. If, however, Buyer fails to facilitate the raising of \$500,000 through an offering pursuant to Regulation D, Rule 504 within six months of the Closing Date, the surrender to Buyer shall be reduced by 50% to a total of 475,000 Common Shares.

Additionally, the Common Shares of Buyer issued in exchange for the Sale Shares will be subject to the resale limitations of Rule 144. Once the Common Shares become salable without limitation under Rule 144K, Sellers agree that the Common Shares will be further restricted to a rate of liquidation not to exceed the greater of 5,000 shares per month or 2 1/2% of the previous month's total trading volume, whichever is greater without prior approval of the Buyer.

1.3 At the Closing Date, each Seller will deliver a certificate representing the Sale Shares duly endorsed so as to make Buyer the sole holder thereof, free and clear of

EXHIBIT

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all claims and encumbrances. The Sale Shares are not registered under the Securities Act of 1933 as amended (the "Act"). The Sale Shares will be subject to a usual and appropriate stop transfer order on the books and records of Acquiree's transfer agent pertaining to securities not registered under the Act. The certificate for the Sale Shares delivered shall bear on its face the following restrictive legend:

"No sale, offer to sell or transfer of the shares represented by this certificate shall be made unless a registration statement under the Securities Act of 1933, as amended, with respect to such shares is then in effect or an exemption from the registration requirements of such Act is then in fact applicable to such shares."

5. Representations of Sellers.

Sellers hereby represents and warrants, to the extent of the facts known to Sellers and Acquiree, that, effective this date and the Closing Date, the representations listed below are true and correct.

5.1 Sellers are the sole owners of 80% of the issued and outstanding shares of The Greengold Corporation. Share ownership is as follows:

Name and Address	Cert. No.	Issue Date	No. of Shares
William M. Spira 14221 Park Ave. S. Burnsville, MN 55337	01	8/20/95	1,500
	05	5/15/97	1,498,500
			<i>Ttl: 1,500,000</i>
			New 1,601,281
Paul W. Skillicorn 13012 Herald Circle Apple Valley, MN 55124	02	8/20/95	1,500
	06	5/15/97	1,498,500
			<i>Ttl: 1,500,000</i>
			New 1,601,281
J. Bruce Hildebrand 8634 Vernon Avenue Alexandria, VA 22309	03	4/17/97	300
	07	5/15/97	299,700
			<i>Ttl: 300,000</i>
			New 320,257
David D. Smyth II 535 Seventh St. SE	04	4/17/97	300
	08	5/15/97	299,700

Washington, DC 20003	10 ¹	2/7/98	34,500 Til: 334,500 New 357,085
Cecil H. Maynor, Jr. 229 Kenway Loop Mooresville, NC 28115	09	11/8/97	78,000 Til: 78,000 New 83,267
General Alfred M. Gray 6317 Chaucer View Circle Landmark Mews Alexandria, VA 22304	11	4/30/98	34,500 Til: 34,500 New 36,829

Outstanding: 4,000,000

5.2 These Acquiree Shares are free from claims, liens or other encumbrances; and Sellers have the unqualified right to transfer and dispose of such shares.

5.2 The Sale Shares constitute validly issued shares of Acquiree fully paid and nonassessable.

5.3 Annexed hereto as Exhibit 5.3 are the unaudited financial statements dated June 30, 1998 of the Acquiree. The financial statements in Exhibit 5.3 are substantially correct and complete and have been prepared in conformity with generally accepted accounting principles applied on a consistent basis. The financial statements present fairly the financial condition of Acquiree of the respective dates of said balance sheets and the results of operations for the respective periods indicated in said statements of income and retained earnings and, in the case of each such interim statement, is subject to year-end adjustments consistent with past practice.

¹ Certificate #10 originally issued for 69,000 shares. With the approval of the other shareholders, Mr. Smyth transferred of 34,500 shares to General Alfred Gray (Cert. #11) in the form of a gift on 4/30/98.

5.4 To the best of Acquiree's knowledge, there are no actions, suits, proceedings or investigations (whether or not purportedly on behalf of Acquiree) pending or, threatened against or affecting Acquiree, at law, or in equity or admiralty, or before or by any federal, state, municipal or other governmental department, commission, board, bureau agency or instrumentality, domestic or foreign, which involve the likelihood of any adverse judgment of liability, not fully covered by insurance, in excess of \$5,000 in any one case or \$10,000 in the aggregate, or which may result in any material adverse change aside from a monetary adverse judgment or liability) in the business, operations, properties or assets or in the condition, financial or otherwise, of Acquiree, except in each as listed and described in Exhibit 5.4 annexed hereto. To the best of Acquiree's knowledge, Acquiree is not in default with respect to any order, writ, injunction or decree of any court or federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign.

5.5 Acquiree has, to its best knowledge, complied in all material respects with all laws, regulations and judicial or administrative tribunal orders applicable to its business of which it is aware except as described in Exhibit 5.5.

5.6 All federal, state and local tax returns required to be filed by Acquiree have been duly filed. Federal income tax returns of Acquiree have been submitted to the Internal Revenue Service ("IRS") for all past fiscal years through the calendar year ended in 1997. All deficiencies by any taxing authority have either been paid or settled or are included in the amounts for accrued taxes shown on the respective balance sheet (part of Exhibit 5.6 annexed hereto).

5.7 Acquiree and Sellers agree that any and all tax deficiencies disclosed on the balance sheet will be paid or settled prior to Closing.

5.8 Since the date of the balance sheet there has not occurred:

- (i) any material and adverse change in the financial condition or operations of Acquiree;
- (ii) any damage, destruction or loss to or of any of the material assets or properties owned or leased by Acquiree;
- (iii) the creation or attachment of any lien against any of the currently issued and distributed common stock Acquiree;
- (iv) any waiver, release, discharge, transfer, or cancellation by Acquiree of any rights or claims of material value;
- (v) any issuance by Acquiree of any securities, or any merger or consolidation of Acquiree with any other person, or any acquisition by Acquiree of the business of any other person;
- (vi) any incurrence, assumption or guarantee by Acquiree of any indebtedness or liability other than in the ordinary course of business;
- (vii) any declaration, setting aside or payment by Acquiree of any dividends on, or any other distribution with respect to, any capital

stock of Acquiree or any repurchase, redemption, or other acquisition of any capital stock of Acquiree;

(viii) (A) any payment of any bonus, profit sharing, pension or similar payment or arrangement or special compensation to any employee of Acquiree, except in the ordinary course of the business of Acquiree, or (B) any increase in the compensation payable or to become payable to any employee of Acquiree; or

5.9 Except as set forth in the documents listed or referred to in Exhibits hereto, the execution and carrying out of this Agreement will not conflict with, or result in any breach of any of the terms, or create a charge or encumbrance upon any of the properties or assets, or outstanding stock of Acquiree pursuant to any corporate charter, by-law, indenture, mortgage or lease to which Acquiree or any of its stockholders is a party or by which it is bound. The execution and carrying out of this Agreement will not violate any provision of law.

5.10 To the best knowledge of Sellers and Acquiree, none of the written information and documents which have been or will be furnished by Acquiree or by any representatives of Acquiree to Buyer or any of the representatives of Buyer in connection with the transactions contemplated by this Agreement contains or will contain, as the case may be, any untrue statement of a material fact, or omits or will omit to state a material fact necessary in order to make the statements therein not misleading in light of the circumstances in which made. To the knowledge of Acquiree, Acquiree has disclosed to Buyer as the purchaser of the Sale Shares all material information relating to Acquiree and its activities as currently conducted.

5.11 The representations and warranties made hereinabove in this Section 5 will be correct in all material respects on and as of the Closing Date with the same force and effect as though such representations and warranties had been made on the Closing Date.

5.12 The Acquiree is authorized to issue 10,000,000 shares of common stock, no par value, of which 5,000,000 shares are issued and outstanding. Acquiree has only one class of capital stock and all outstanding shares have been duly authorized, validly issued and are fully paid and nonassessable with no personal liability attaching to the ownership thereof. There are no outstanding convertible securities, warrants, options or commitments of any nature which may cause authorized but unissued shares to be issued to any person.

5.13 Seller represents that the technology known as Aquatic Macrophyte Cultivation Apparatus, Patent # 5,636,472 has been assigned to Greengold and is free of any liens or encumbrances.

6. Representations by Buyer.

Buyer warrants and represents, to the extent of the facts known to Buyer, that, effective this date and the Closing Date, the representations listed below are true and correct.

6.1 Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada. Buyer has no subsidiaries.

6.2 The Board of Directors of Buyer have duly approved this Agreement.

6.3 The Buyer's restricted common shares deliverable pursuant to this Agreement shall be validly issued and outstanding, fully paid and nonassessable.

6.4 The authorized capital stock of Buyer consists of 75,000,000 shares of Common Stock, \$.001 par value, 5,243,470 of which have been validly issued and are outstanding and 1,696,330 of those are freely tradable without restriction or further registration under the Securities Act of 1933.

6.5 Annexed hereto as Exhibit 6.5 is the audited financial statements dated January 31, 1998.

6.6 To the best of Buyer's knowledge, there are no actions, suits, proceedings or investigations (whether or not purportedly on behalf of Buyer) pending or, threatened against or affecting Buyer, at law, or in equity or admiralty, or before or by any federal, state, municipal or other governmental department, commission, board, bureau agency or instrumentality, domestic or foreign, which involve the likelihood of any adverse judgment of liability, not fully covered by insurance, in excess of \$5,000 in any one case or \$10,000 in the aggregate, or which may result in any material adverse change aside from a monetary adverse judgment or liability) in the business, operations, properties or assets or in the condition, financial or otherwise, of Buyer, except in each as listed and described in Exhibit 6.6 annexed hereto. To the best of Buyer's knowledge, Buyer is not in default with respect to any order, writ, injunction or decree of any court or federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign.

6.7 Buyer has complied in all material respects with all laws, regulations and judicial or administrative tribunal orders applicable to its business of which it is aware.

6.8 All federal, state and local tax returns required to be filed by Buyer have been duly filed. Federal income tax returns of Buyer have been submitted to the IRS for all past fiscal years through the fiscal year ended in 1997. All deficiencies proposed by any taxing authority have either been paid or settled or are included in the amounts for accrued taxes shown on the respective balance (part of Exhibit 6.5 annexed hereto).

6.9 Since the date of the balance sheet there has not occurred:

- (i) any material and adverse change in the financial condition or operations of Buyer;
- (ii) any damage, destruction or loss to or of any of the material assets or properties owned or leased by Buyer;
- (iii) the creation or attachment of any lien against the issued and outstanding common stock of Buyer;
- (iv) any waiver, release, discharge, transfer, or cancellation by Buyer of any rights or claims of material value;

(v) any issuance by Buyer of any securities, or any merger or consolidation of Buyer with any other person, or any acquisition by Buyer of the business of any other person;

(vi) any incurrence, assumption or guarantee by Buyer of any indebtedness or liability, except in the ordinary course of business;

(vii) any declaration, setting aside or payment by Buyer of any dividends on, or any other distribution with respect to, any capital stock of Buyer or any repurchase, redemption, or other acquisition of any capital stock of Buyer;

(viii) (A) any payment of any bonus, profit sharing, pension or similar payment or arrangement or special compensation to any employee of Buyer, except in the ordinary course of the administration of Buyer, or (B) any increase in the compensation payable or to become payable to any employee of Buyer; or

6.10 Except as set forth in the documents listed or referred to in Exhibits hereto, the execution and carrying out of this Agreement will not conflict with, or result in any breach of any of the terms, charge or encumbrance upon any of the properties or assets, or outstanding stock of Buyer pursuant to any corporate charter, by-law, indenture, mortgage or lease to which Buyer or any of its stockholders is a party or by which it is bound. The execution and carrying out of this Agreement will not violate any provision of law.

6.11 None of the written information and documents which have been or will be furnished by Buyer or any representatives of Buyer to Seller or any of the representatives of Buyer in connection with the transactions contemplated by this Agreement contains or will contain, as the case may be, any untrue statement of a material fact, or omits or will omit to state a material fact necessary in order to make the statements therein not misleading in light of the circumstances in which made. To the knowledge of Buyer, Buyer has disclosed to Sellers as the purchaser of the common stock of Buyer all material information relating to Buyer and its activities as currently conducted.

6.12 The representations and warranties made hereinabove in this Section 6 will be correct in all material respects on and as of the Closing Date with the same force and effect as though such representations and warranties had been made on the Closing Date.

6.13 Buyer is fully aware of the condition and prospects, financial and otherwise, of the Acquiree, having been supplied with such financial and other data relating to the Acquiree as Buyer considered necessary and advisable to enable it to form a decision concerning the purchase herein provided.

6.14 Buyer is fully aware that the Sale Shares, when delivered, will not have been registered under the Act; that accordingly no sale, offer to sell or transfer of the Sale Shares shall be made unless a registration statement under the Act with respect to the Sale Shares is then in effect or an exemption from the registration requirements of the Act is then in fact applicable to the Sale Shares or, in the opinion of Acquiree's counsel, registration is not required.

6.15 Buyer has been fully advised by Sellers that Sellers will sell the Sale Shares to Buyer without registration under the Act on the basis of the statutory exemption in Section 4(2) of the Act relating to transactions not involving a public offering and that Seller's reliance upon the statutory exemption is based in large part upon Buyer's representations made in this Agreement.

6.16 Buyer is acquiring the Sale Shares for investment for its own account and not with a view to resell or otherwise distribute the Sale Shares. In making the foregoing representations, Buyer understands that, in the view of the Securities and Exchange Commission, the statutory exemption under Section 4(2) would not be available if, notwithstanding Buyer's representations, it had in mind merely acquiring the Sale Shares for resale upon the occurrence or nonoccurrence of some predetermined event.

6.17 Buyer has the full right, power and authority to purchase the Sale Shares in accordance with the terms of this agreement and otherwise to consummate and close the transaction provided for in this agreement in the manner and upon the terms herein specified.

6.18 Buyer is acquiring the Sale Shares for the purpose of controlling Acquiree.

6.19 Buyer represents that copies of all documents filed with the Securities and Exchange Commission for the past one year period have been provided to Sellers and that all representations contained therein remain true and complete.

6.20 Buyer represents that all documents filed with the Securities and Exchange Commission and the representations of Buyer in this Agreement do not contain a material misstatement of fact or omission of fact.

7. Closing Date.

The Closing Date herein referred to shall be upon such date as the parties hereto may mutually agree upon but is expected to be during August, 1998. At the Closing, Buyer will be provided with and accept delivery of the Sale Shares, and in connection therewith, and will make payment of all sums due to Sellers. Certain closing documents may be delivered subsequent to the Closing Date upon the mutual agreement of the parties hereto.

8. Conditions Precedent To the Obligations of Sellers.

All obligations of Sellers under this Agreement are subject to the fulfillment, prior to or as of the Closing Date, of each of the following conditions:

8.1 The negotiation and execution of employment agreement between Buyer, Acquiree and Paul Skillicorn (a Seller) on terms and conditions agreeable to the parties thereto providing for a term of three years with a mutually acceptable salary plus a series of convertible preferred shares which will convert into unregistered common shares in Buyer upon reaching certain agreed upon profit levels. Additionally, the employment agreement will call for a 15-year royalty of 1.5% of gross revenues generated as a direct result of any patents which Mr. Skillicorn has or will develop. The agreement will also state that any future patents which Mr. Skillicorn files while employed by Acquiree will become property of Acquiree. Said employment agreement is attached as Exhibit 8.1.

8.2 The representations and warranties by Buyer contained in this Agreement or in any certificate or document delivered to Sellers pursuant to the provisions hereof shall be true in all material respects at and as of the time of Closing as though such representations and warranties were made at and as of such time.

8.3 Buyer shall have performed and complied with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by him prior to or at the Closing including the payment of the Price in accordance with the terms hereof.

8.5 Sellers shall nominate one individual to serve on the Board of Directors of Buyer upon filing of the form N-54C until the next election of Directors by the shareholders.

8.6 Buyer has prepared and filed a Proxy statement with the Securities and Exchange Commission pursuant to Regulation 14D. The proxy carries a vote to change the business of Buyer so as to no longer be an Investment Company as defined in the Investment Company Act of 1940.

8.7 Subsequent to the approval of the Proxy, Buyer shall file a form N-54C to withdraw its election to act as a Business Development Company.

8.8 All instruments and documents delivered to Sellers pursuant to the provisions hereof shall be reasonably satisfactory to legal counsel for Sellers.

9. Conditions Precedent To The Obligations Of Buyer.

All obligations of Buyer under this Agreement are subject to the fulfillment, prior to the or at the Closing on the Closing Date, of each of the following conditions:

9.1 A financial review of Acquiree's books and records to confirm that two years of audited financials can be obtained.

9.2 The representations and warranties by Sellers contained in this Agreement or in any certificate or document delivered to Buyer pursuant to the provisions hereof shall be true at and as of the time of Closing as though such representations and warranties were made at and as of such time.

9.3 Acquiree and Sellers shall have performed and complied with all other covenants, agreement and conditions required by this Agreement to be performed or complied with by them prior to or at the Closing.

10. Documents At Closing.

At the Closing, the following transactions shall occur, all of such transaction being deemed to occur simultaneously:

10.1 Sellers and Acquiree, as the case may be, will deliver, or cause to be delivered, to Buyer the following:

a. stock certificates for the Sale Shares, duly endorsed in blank with appropriate signature guarantees.

b. all records of Acquiree, including without limitation such books and records, charter documents and Minnesota certificate of good standing, as may reasonably be available to Sellers and requested by Buyer.

c. certified copies of resolutions by Seller's and Acquiree's boards of directors or executive committees thereof, thereunto duly authorized, authorizing this transaction.

d. a copy of a reasonably current shareholder list of Acquiree certifying the number of shares outstanding.

e. current financial statements as of June 30, 1998, in addition to those provided by Exhibit 5.3 of Acquiree showing no assets or debts of any substance not otherwise disclosed, except for such sums as may be owed to Acquiree's transfer agent and certain nominal state taxes.

f. such other instruments, documents and certificates, if any, as are required to be delivered pursuant to the provisions of this Agreement or which may be reasonably requested in furtherance of the provisions of this Agreement;

10.2 Buyer will deliver or cause to be delivered to Sellers such other instruments and documents as are required to be delivered pursuant to the provisions of this Agreement or which may be reasonably requested in furtherance of the provisions of this Agreement.

11. Miscellaneous

11.1 Prior to Closing, Paul Skillicorn shall enter into an employment agreement with Acquiree under the terms outlined in Exhibit 8.1.

11.2 The respective representation of Sellers and Buyer contained herein or in any certificates delivered prior to or at Closing shall survive for a period of eighteen months from the Closing Date.

11.3 Further Assurances. At any time, and from time to time, after the effective date, each party will execute such additional instruments and take such action as may be reasonably requested by the other party to confirm or perfect title to any property transferred hereunder or otherwise to carry out the intent and purposes of this Agreement.

11.4 Waiver. Any failure on the part of any party hereto to comply with any of its obligations, agreements or conditions hereunder may be waived in writing by the party to whom such compliance is owed.

11.5 Arbitration. Any and all disputes and differences between or among the parties with respect to the construction or performance of the terms of this Agreement which cannot be resolved amicably shall be resolved by arbitration before the American Arbitration Association in accordance with its rules then obtaining sitting in Florida

11.6 Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been given if delivered in person or if sent by prepaid first class registered or certified mail, return receipt requested, fax or recognized courier then upon receipt thereof to the following addresses:

To Sellers:

Paul Skillicorn
13012 Herald Circle
Apple Valley, MN 55124

David D. Smyth II
535 Seventh St. SE
Washington, DC 20003

William Spira
14221 Park Avenue South
Burnsville, MN 55337

Cecil H. Maynor, Jr.
229 Kenway Loop
 Mooresville, NC 28115

J. Bruce Hildebrand
8634 Vernon Avenue
Alexandria, VA 22309

General Alfred M. Gray
6317 Chaucer View Circle
Landmark Mews
Alexandria, VA 22304

with copies to:

To Acquiree: The GreenGold Corporation
14221 Park Avenue South
Burnsville, MN 55337

To Buyer: Pratt, Wylce & Lords, Ltd.
2035 Staysail Lane
Jupiter, FL 33477

with copies to:

Jody M. Walker
Attorney At Law
7841 South Garfield Way
Littleton, Colorado 80122

11.7 Headings. The section and subsection headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

11.8 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.9 Governing Law. The laws of the State of Florida shall govern this Agreement.


11.10 Binding Effect. This Agreement shall be binding upon the parties hereto and inure to the benefit of the parties, their respective heirs, administrators, executors, successors and assigns.

11.11 Entire Agreement. This Agreement is the entire agreement of the parties covering everything agreed upon or understood in the transaction. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof.

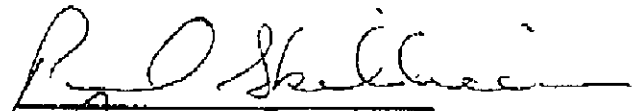
11.12 Severability. If any part of this Agreement is deemed to be unenforceable the balance of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

SELLERS:




William Spira



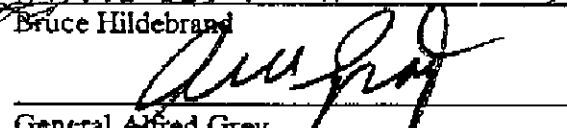
Paul Skillicorn



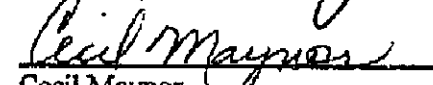
Bruce Hildebrand



David Smyth



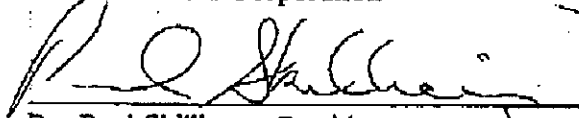
General Alfred Grey




Cecil Maynor

ACQUIREE:

The GreenGold Corporation



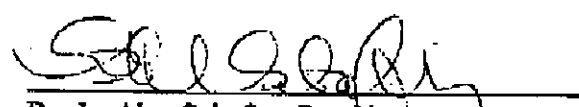
By: Paul Skillicorn, President



William Spira, President

BUYER:

Pratt, Wylce & Lords, Ltd.



By: L. Alan Schafier, President

Paul Skillicorn Employment Contract

Employment Contract

THIS AGREEMENT is made this first (1st) day of August, 1998 between Pratt Wylce & Lords, Ltd., a Nevada corporation (hereinafter called the "Corporation") having its principal place of business at 10 Office Park Road, Carolina Building, Suite 222, Hilton Head, South Carolina 29928, GreenGold International, a Nevada corporation (hereinafter referred to as the "Employer") and Paul Skillicorn of 13012 Herald Circle, Apple Valley, Minnesota 55124 (hereinafter referred to as the "Employee").

Article I

Term of Employment

1.1 The Employer hereby employs the Employee and the Employee hereby accepts employment with the Employer for a period of three (3) years beginning on the first (1st) day of August, 1998. This Agreement will be extended for additional one (1) year terms unless notice is received by either party ninety (90) days prior to the end of each term. Renewal will be at the mutual approval of both parties.

Article II

Duties of Employee

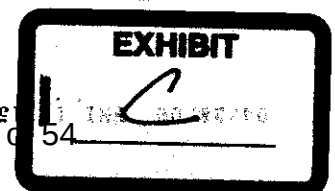
2.1 The Employee is hereby employed in the capacity of President, Chief Operating Officer and Chief Technology Officer of the Employer, and shall work at such locations as the Employer shall assign from time to time.

Article III

Compensation

3.1 Salary compensation during the first (1st), second (2nd) and third (3rd) years of Employee's employment shall have a basis of at least sixty-seven thousand five hundred dollars (\$67,500), seventy-four thousand eight hundred fifty dollars (\$74,850) and ninety-six thousand nine hundred dollars (\$96,900) per year respectively. Any increase in Employee's salary basis over the stated minimum shall be granted at the discretion of the Board of Directors.

3.2 In addition to basic compensation, the Employee shall be entitled to receive such annual bonuses or other compensation as may be granted to him pursuant to a written bonus



Paul Skillicorn Employment Contract

plan approved by the Board of Directors and any such additional special compensation as may be granted to him at the Board's discretion.

3.3 The Employee, his heirs or assigns shall be entitled to royalty compensation on gross revenues that may, in full or in part, be attributable to technologies developed by him, regardless of the company, corporation or entity to which such revenues may accrue. Said royalty entitlement shall be limited to all technologies inherent in and contributing to the patented Aquameal™ system, and other technologies developed by the Employee that contribute to GreenGold business, as well as technologies (in sum, hereinafter referred to as "Qualified Technologies") developed by the Employee during his term of employment with the Employer. Royalty compensation on Qualified Technologies shall be in the amount of one and one half percent (1.5%) of gross revenues for fifteen (15) years. If the Employee is neither an employee nor consultant to the company following the fifteenth (15th) year, the royalty shall continue for an additional 5 years at a reduced rate of one percent (1%) of gross revenues. In the event the Employer shall sell, license or otherwise assign rights to Qualified Technologies to any third party company, corporation or entity, the Employer agrees to ensure that all buyers, licensees or assignees accept a legally binding obligation to make continuing payment of said royalty entitlements to the Employee, his heirs or his assigns. Payment of all Qualified Technologies royalty compensation to which the Employee, his heirs or his assigns are entitled shall remain the responsibility of the Employer or any successor company, corporation or entity as long as they shall continue to exist. Where revenues attributable to Qualified Technologies accrue to any third party entity, company or corporation, therefore, the Employee agrees to allow the Employer to collect, on his, his heirs or his assigns behalf, all royalty payments to which he is entitled. Failure to collect said royalty entitlements shall not diminish the Employer's obligation to compensate the Employee, his heirs or his assigns in the full amount to which he is entitled. All royalty compensation shall be paid in cash, unless otherwise stipulated by the Employee, and will be payable within sixty (60) days of receipt, by the Employer, of revenues that are attributable in whole or in part to Qualified Technologies, or within ninety (90) days of receipt, by any third party company, corporation or entity, of revenues that are attributable in whole or in part to Qualified Technologies.

3.4 The Corporation shall, upon execution of this Agreement, sell to the Employee two thousand seven hundred forty-eight (2,748) zero-dividend shares of the Corporation's convertible preferred stock at a price of one cent (\$0.01) per share. It is understood that these shares are offered as an incentive to the Employee to develop and strengthen the innovative technologies upon which the Employer's long term success will depend. The Employee may, with the Employer's written approval, sell or assign said preferred shares. If, for any reason, the Employee shall cease to be employed by the Employer, disposition of any preferred shares not yet having qualified for conversion to the Corporation's common stock will be according to criteria stated in sections 3.5 and 3.6 of this Agreement. The Employee and his buyers and assigns may elect to convert nine hundred sixteen (916) shares of said convertible preferred stock then in their possession, to shares of the Corporation's common

Paul Skillicorn Employment Contract

stock at a rate of one (1) preferred share for one thousand (1,000) shares of common stock, when the combined pre-tax, annual net profits of the Employer and/or any successor company, subsidiary or division of the Corporation or Employer engaged in business reliant in whole or in part on Qualified Technologies, shall reach one million dollars (\$1,000,000), three million dollars (\$3,000,000), and five million dollars (\$5,000,000) respectively. When the combined pre-tax annual net profits of the Employer and/or any successor company, subsidiary or division of the Corporation or Employer engaged in business reliant in whole or in part on Qualified Technologies, shall reach five million dollars (\$5,000,000), all preferred shares of the Corporation held by the Employee, his buyers or his assigns shall have qualified for conversion to the Corporation's common stock at the aforesaid rate of conversion. The Corporation common shares issued in exchange for the preferred shares will be unregistered. Once the issued common shares become salable under Rule 144K of the SEC act, the shares will then be restricted to a rate of liquidation not to exceed the greater of 5,000 shares per month or 2 1/2 % of the previous months total trading volume, whichever is greater without prior approval of the Corporation.

Disposition Criteria for Unconverted Preferred Shares

3.5 If the Employer elects to terminate the employment of the Employee for cause, all preferred shares of the Corporation's stock having at that time not yet qualified for conversion to the Corporation's common stock, will be surrendered to the company and cancelled.

3.6 If the Employee and Employer are unable to agree upon the terms of renewal of the employment contract, or if the Employee elects to leave the employ of the Employer in the event of a breach of this Agreement by the Employer, the unconverted preferred shares will remain in effect and in the possession of the holders through the end of the fiscal year ending December 30, 2002 or January 31, 2003. In the event termination follows this date, all shares will be surrendered pursuant to 3.5 unless agreed in writing by the Company.

Article IV**Employee Benefits and Bonuses****Medical Insurance**

4.1 The Employer agrees to provide the Employee, his spouse and his dependents with the full benefits of comprehensive medical insurance or equivalent managed health care plans.

Paul Skillicorn Employment Contract

Disability Insurance

4.2 The Employer agrees to continue salary payments to the Employee in the event he is disabled and unable to perform his normal work duties for a period of up to twelve (12) months following the commencement of said disability. Following said twelve (12) month period, the Employer agrees to provide and maintain a disability insurance policy which will then provide monthly disability benefits in the amount of sixty percent (60%) of the Employee's monthly base salary for the remaining term of his contract. The Employer also agrees to pay to the Employee, for the remaining term of his contract, the additional forty percent (40%) of the monthly salary not paid by the disability insurance provider.

Vacation Pay and Holidays

4.3 The Employee shall be entitled to an annual vacation leave of twenty-one (21) days at full pay. The time of such vacation shall be selected by the Employee and approved by the Employer. The Employee shall have completed at least one year of employment with the Employer before availing of his annual leave for that first year. Accrued vacation will be carried over to the following year.

4.4 The Employee shall also be entitled to holidays with full pay on the following days: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Day, and one (1) additional floating day of his choosing. He shall also be entitled to any other holiday which may normally be granted to other company employees.

Article V

Reimbursement of Employee Expenses

5.1 The Employer shall reimburse the Employee for all reasonable business expenses incurred in the performance of his duties.

Article VI

Moving Expenses

6.1 The Employer shall pay for all reasonable expenses incurred in moving him, his family and his household belongings to any location where he is required to reside and work.

Article VII Property Rights

7.1 The Employee agrees that he will promptly and fully inform and disclose to the Employer all new inventions and designs that he may develop or discoveries which he may hereafter have during the term of this Agreement and which pertain or relate directly to the new technology products of the Employer or to any experimental work carried on by the Employer, whether conceived by the Employee alone or with other employees and whether or not conceived during regular business hours. All such new inventions, designs and discoveries shall be the property of the Employer. The Employee shall assist the Employer to obtain patents on all such inventions, designs and discoveries deemed patentable by the Employer and shall execute all documents and do all things necessary to vest the Employer with full and exclusive title thereto and protect the same against infringement by others.

Trade Secrets

7.2 The Employee, during the term of employment under this contract, shall have access to, and become familiar with, various trade secrets, consisting of formulas, patents, devices, secret inventions, proprietary processes and compilations of information, records and specifications, which are developed during the term of the contract and owned by the Employer and which are regularly used in the operation of the business of the Employer. The Employee shall not disclose any of the aforesaid trade secrets, directly or indirectly, nor use them in any way, during the term of this Agreement or at any time within two (2) years thereafter, except as required in the course of his employment with the Employer.

Exclusions

7.3 All files, records, documents, drawings, specifications, equipment, and similar items relating to the business of the Employer, whether prepared by the Employee or otherwise coming into his possession, shall remain the exclusive property of the Employer and shall not be removed from the premises of the Employer under any circumstances whatsoever without the prior written consent of the Employer.

Non-Competition by Employee

7.4 During the term of this contract, or for a period of two (2) years thereafter, the Employee shall not directly or indirectly, either as an employee, employer, officer, agent, principal, partner, stockholder, corporate officer, director, or any other individual or representative capacity, engage or participate in any business that is in direct competition in any manner whatsoever with the products of the Employer.



Paul Skillicorn Employment Contract

**Article VIII
Termination**

By Employer or Employee for Cause

8.1 If the Employee willfully breaches or habitually neglects the duties which he is required to perform under the terms of this Agreement, the Employer may, at its option, terminate this Agreement by giving written notice of termination to the Employee without prejudice to any other remedy to which the Employer may be entitled either at law, in equity or under this Agreement.

8.2 The Employee may terminate this Agreement upon ninety (90) days written notice to the Employer in the event of any breach of this Agreement by the Employer in which case, all of the Employer's and the Corporation's obligations, excepting those contained in sections 3.3, 3.4, 3.6, 8.3, 9.1, 10.1, 10.2 and 10.3, shall terminate and cease as of the effective date of said termination. The Employee shall, however, be obligated and bound to honor the covenant contained in sections 7.2 and 7.3 for a period of two (2) years. The Employer shall have thirty (30) days to propose, in writing, a remedy to any breach cited by the Employee. Failure by the Employee reasonably to accept such proposed remedy shall require that both parties submit their dispute to settlement by arbitration as defined under section 8.3 of this Agreement. Following the thirty (30) days, failing a remedy, all funds pursuant to sections 3.2 & 3.3 will be paid to an escrow account held by a neutral party. Arbitration will determine the disposition of these funds as well as other matters being considered.

8.3 In the event of any dispute concerning the terms of this contract, Employer and Employee agree to submit such matters to arbitration through the American Arbitration Association. If arbitration is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to any and all such relief as may be specified by the arbitrator's ruling. The arbitration will take place in Florida.

**Article IX
Guarantee of Performance**

9.1 The Corporation hereby guarantees the performance by the Employer of all the terms and covenants of the Employer hereunder.

Article X
General Provisions

Notices

10.1 Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified postage with prepaid return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the notification address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt. Mailed notices shall be deemed communicated as of ten (10) business days after mailing.

Laws Governing Agreement

10.2 This Agreement shall be governed by and construed in accordance with the laws of the state of Florida.

Attorney's Fees and Costs

10.3 If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall receive, from the other party, reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which he may be entitled.

Payment of Monies Due Deceased Employee

10.4 If the Employee dies prior to the expiration of the term of employment, any monies, royalties, stock, and stock options that may be due him from the Employer under this Agreement or other agreements or grants as of the date of his death shall be issued or paid to his executors, administrators, heirs, personal representatives, successors and assigns.

Signed and sealed in Florida, on this the day and year first above written with intent to be legally bound.

Corporation

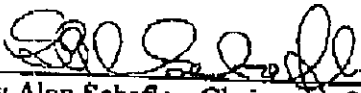
Pratt Wylce & Lords, Ltd.


by Alan Schafler, President

Date: 8/1/98

Employer:

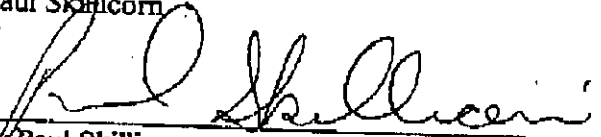
GreenGold International, Inc.


by Alan Schafler, Chairman of the Board of Directors

Date: 8/1/98

Employee:

Paul Skillicorn


by Paul Skillicorn

Date: 8/1/98