

P99.000028235

Greenhold Group, Inc.

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

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

March 1, 2001

Florida Department of State
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

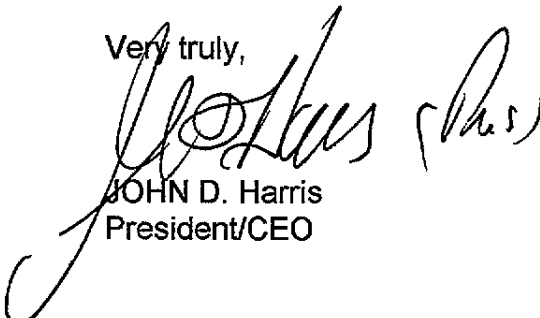
Re: Merger: Nexgen Productions, Inc. Into Greenhold Group, Inc.

To whom it may concern:

Attached are a Plan of Merger and Articles of Merger, with respective attachments, for the above-referenced transaction. Also enclosed are checks for the \$35 filing fees for the merging and surviving corporations, as well as a return copy for file stamping and returning in the envelope provided.

Please contact the undersigned if you have any questions.

Very truly,



JOHN D. Harris
President/CEO

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*****35.00 *****35.00

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*****35.00 *****35.00

Enclosures: (as)

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

mergers
re 3/6/01

ARTICLES OF MERGER
Merger Sheet

MERGING:

NEXGEN PRODUCTIONS, INC., A FLORIDA CORP., P96000035983

INTO

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

File date: March 5, 2001

Corporate Specialist: Anna Chesnut

ARTICLES OF MERGER
Nexgen Productions, Inc. - Greenhold Group, Inc.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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

FIRST: Surviving corporation:

Greenhold Group, Inc., a Florida corporation.

SECOND: Merging corporation:

Nexgen Productions, Inc., a Florida corporation.

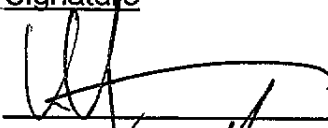
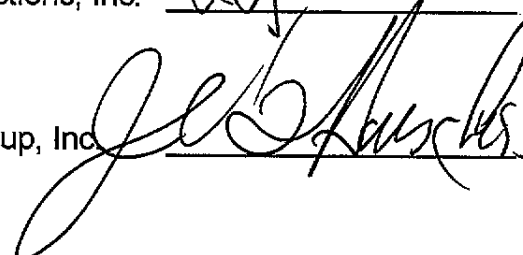
THIRD: The Plan of Merger between Greenhold Group, Inc. and Nexgen Productions, Inc. is attached.

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

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

SIXTH: The Plan of Merger was adopted by the shareholders of Nexgen Productions, Inc. on October 30, 2000.

SEVENTH: Signatures for each corporation:

<u>Name of Corporation</u>	<u>Signature</u>	<u>Typed/Printed Name/Title</u>
Nexgen Productions, Inc.		Michael W. Carrington, President
Greenhold Group, Inc.		John D. Harris, President

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

PLAN OF MERGER
Nexgen Productions, Inc. - Greenhold Group, Inc.
(Nonsubsidiary)

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

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

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

Second: The name and jurisdiction of the merging corporation:

<u>NAME</u>	<u>JURISDICTION</u>
Nexgen Productions, Inc.	State of Florida

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

To be acquired via the voluntary exchange of three hundred thousand (300,000) shares of Greenhold Group, Inc. Common Stock for the one hundred thousand (100,000) shares of stock belonging to the three (3) Nexgen Productions, Inc. Shareholders, at a rate of three (3) shares of Greenhold for each share of Nexgen Productions, Inc., as of December 21, 2000.

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


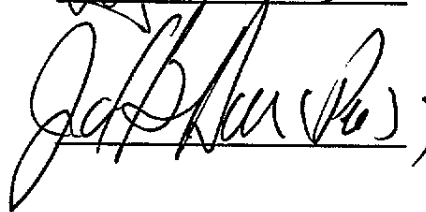
The three hundred thousand (300,000) Greenhold shares are offered in exchange for the one hundred thousand (100,000) shares of Nexgen Productions, Inc. stock, which are valued at seventy-five cents (\$0.75) per share based on the \$225,000 valuation of Nexgen Productions, Inc.

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

Amendments to the Articles of Incorporation of the surviving corporation, Greenhold Group, Inc. (in the form of an additional, updated 2000 Uniform Business Report), as well as the Minutes of the Greenhold Group, Inc. December 21, 2000 Special Meeting of Shareholders (approving merger) and the Minutes of the Nexgen Productions, Inc. October 30, 2000 Special Shareholders Meeting, with attachment, and

the Minutes of the November 29, 2000 Special Meeting of Shareholders (approving Share Offer and Lock-up Agreement/merger), with attachments, are attached as exhibits.

Fifth: Signatures for each corporation:

<u>Name of Corporation</u>	<u>Signature</u>	<u>Typed/Printed Name/Title</u>
Nexgen Productions, Inc.		Michael W. Carrington, President
Greenhold Group, Inc.		John D. Harris, President

GREENHOLD GROUP, INC.

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

Telephone: (954, 564-0006
Facsimile: (954, 564-2132
E-mail: jharris@csusa.com

December 27, 2000

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

VIA FEDERAL EXPRESS

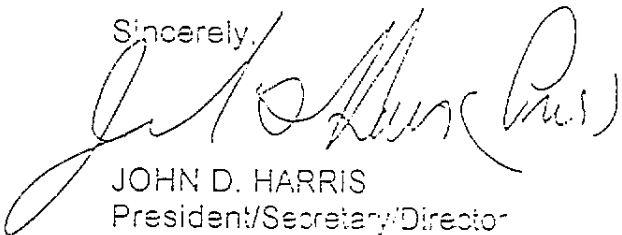
Re: Greenhold Group, Inc. - Amendments - Updated/Additional UBR

To whom it may concern:

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

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

Sincerely,



JOHN D. HARRIS
President/Secretary/Director

Enclosure

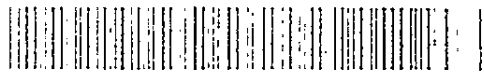
2001 UNIFORM BUSINESS REPORT (UBR)

DOCUMENT # P99000028235

GREENHOLD GROUP, INC.

120 N. U.S. HIGHWAY ONE #100
TEQUESTA FL 33459

120 N. U.S. HIGHWAY ONE #100
TEQUESTA FL 33459



15 E. Oakland Park Blvd.

Same

350

Greenhold

65-0910697

15.75
FEE

ADDRESS OF CONTACT PERSON

ADDRESS OF CONTACT PERSON

LAVACHE, VICKI J
120 N. U.S. HIGHWAY ONE, #100
TEQUESTA FL 33459

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

John D. Harris

JOHN D. HARRIS

FILE NUMBER FEES \$160.00

After MAY 1, 2001 Fee will be \$650.00

Make Check Payable to Department of State

\$5.00
FEE

DPST
LAVACHE, VICKI J
120 N. U.S. HIGHWAY ONE, #100
TEQUESTA FL 33459

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

O'KEEFE, JOHN JR
120 N US HWY ONE, #100
TEQUESTA FL 33459

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

100
65-0910697

Dept of State
One Harbor Center

SUNTRUST

036703607910442000021561000

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

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

There were present the following Shareholders:

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

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

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

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

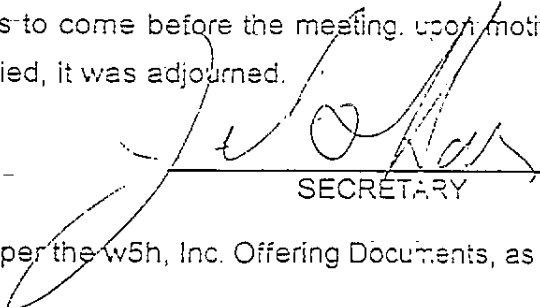
RESOLVED that a copy of such written offer by w5h, Inc. be annexed to the minutes of this meeting; and it was further

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

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

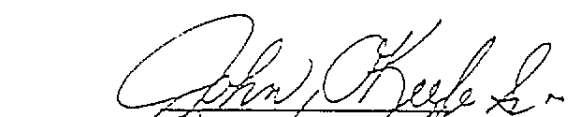
RESOLVED, that the newly elected Officers of the Corporation be, and hereby are, authorized, empowered and directed to take any and all steps, and to execute and deliver any and all instruments in connection with consummating the transaction contemplated by the aforesaid proposal and in connection with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

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




SECRETARY


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



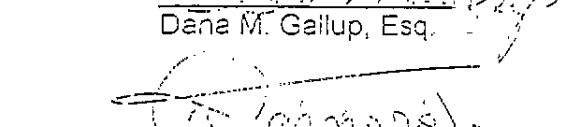
John O'Keefe, Sr.



John D. Harris



Dana M. Gallup, Esq.



George Papapostolou

MINUTES OF SPECIAL MEETING
OF SHAREHOLDERS OF
NEXGEN PRODUCTIONS, INC.

A special meeting of the Shareholders of the above-captioned Corporation was held on November 29, 2000 at 4:00 p.m. at 1995 E. Oakland Park Boulevard, Suite 350, Oakland Park, Florida, as duly noticed to Shareholders as affixed to the minutes of this meeting.

There were present the following Shareholders (all other Shareholders having executed and returned to the their respective Stockholders' Consents to the Share Offer and Lock-up Agreement by and Between Greenhold Group, Inc. and Nexgen Productions, Inc., as affixed to the minutes of this meeting):

<u>Name of Shareholder</u>	<u>Number of Shares</u>
Michael W. Carrington	80,000
Joyce Ann Joy	16,667
David Meehan	3,333

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

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

RESOLVED, that the Corporation issue and deliver to Greenhold Group, Inc. upon receipt of the consideration therefor, pursuant to the terms of the aforesaid proposal, a certificate representing One Hundred Thousand (100,000) of the shares of the Corporation, One and 00/00 Dollar (\$1.00) par value per share; and it was further

RESOLVED, that the shares so issued shall be fully paid and nonassessable, and that the value of the aforesaid consideration and the stated capital with respect to such shares shall be One Hundred and 00/00 Dollars (\$100.00)and it was further

RESOLVED, that the Officers of the Corporation be, and they hereby are, authorized, empowered and directed to take any and all steps, and to execute and deliver any and all instruments in connection with consummating the transaction


contemplated by the aforesaid proposal and in connection with carrying the foregoing resolutions into effect.

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

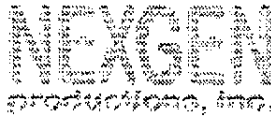


SECRETARY

Approved:



Michael W. Carrington



SOLUTIONS OF ALL SHAPES FOR COMPANIES OF ALL SIZES.

To whom it may concern:

We have an offer from Greenhold Group, Inc, (hereafter referred to as Greenhold) a public reporting company, to purchase the shares of Nexgen Productions, Inc. (hereafter referred to as NEXGEN)

The offer is to exchange Greenhold shares valued at \$.75 (seventy-five cents) by valuing the company at \$225,000.00. Therefore, Greenhold will purchase these shares for \$225,000.00 by issuing 300,000 shares. As there are 100,000 shares issued by NEXGEN. Greenhold will issue 3 shares for each NEXGEN share.

The Board of Directors is recommending to the shareholders that the assets of NEXGEN be acquired by Greenhold. Greenhold would acquire NEXGEN for \$X00,000 at a value of \$.75 per share of Greenhold stock. Greenhold intends to complete an Initial Public Offering (IPO) in January 2000, at which time a market will be created for its shares. In this way, the Board believes the value for the NEXGEN shareholders will be fully realized.

The IPO will be done at not less than \$1.00 per share. Therefore, there will be an established value for the shares at the time of the IPO and a market in which shares may be traded. The \$.75 (seventy-five cents) value of the Greenhold shares will result in a Greenhold share value of \$1.00 at the time of the IPO. In other words, the total value of the sale at the time of the IPO will be \$300,000.

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

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

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

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

Yours,

Michael Carrington, President
Nexgen Productions, Inc.

Approved.....


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

IPO Shares

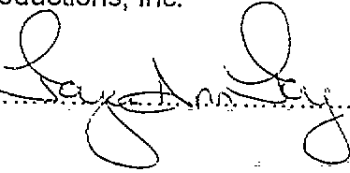
Quantity _____ x \$1.00 = \$ _____

Requested.....


Yours,

Michael Carrington, President
Nexgen Productions, Inc.

Approved: _____

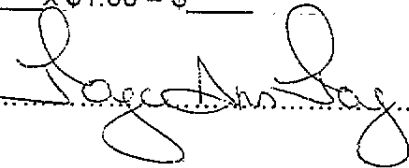


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IPO Shares

Quantity 0 x \$1.00 = \$ _____

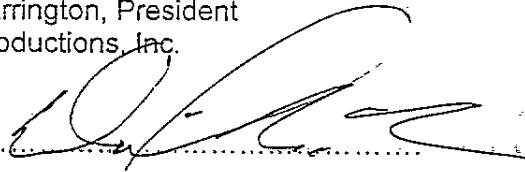
Requested: _____



Yours,

Michael Carrington, President
Nexgen Productions, Inc.

Approved...

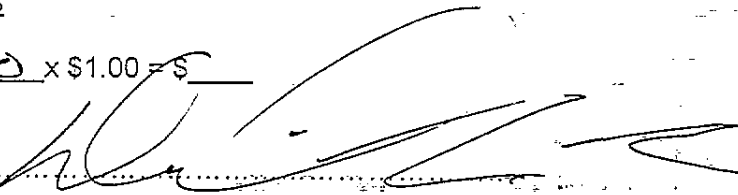


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IPO Shares

Quantity 0 x \$1.00 = \$

Requested...



**SHARE OFFER AND LOCK-UP AGREEMENT
BY AND BETWEEN
GREENHOLD GROUP, INC.
(A Florida Corporation)
AND
NEXGEN PRODUCTIONS, INC.
(A Florida Corporation)**

THIS SHARE OFFER AND LOCK-UP AGREEMENT (hereinafter sometimes referred to as the "Agreement"), by and between GREENHOLD GROUP, INC., a Florida corporation (hereinafter sometimes referred to as "GREENHOLD"), and NEXGEN PRODUCTIONS, INC. a Florida corporation (hereinafter sometimes referred to as "NEXGEN").

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

WHEREAS, the shareholders of NEXGEN are willing to enter into a lock-up agreement pertaining to the disposition of the shares of common stock they will receive in GREENHOLD as a result of the shares to be exchanged;

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

ARTICLE I: MANNER AND RATE OF OFFER OF SHARES

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

(1) At the effective date of this Agreement, for each share of NEXGEN stock owned by a stockholder, that stockholder shall be offered 3.0 shares of stock of GREENHOLD. Fractional shares shall not be issued. If the number of GREENHOLD shares to be received by a stockholder as offered for his or her NEXGEN stock shall result in a fraction of a share being less than 0.50 (for example, a stockholder owning thirty-eight (38) shares of NEXGEN who would receive 15.20 shares of GREENHOLD stock), the shares transferred to that stockholder shall be rounded down to an even number of shares (in the example above, the NEXGEN stockholder would be offered fifteen (15) shares of GREENHOLD stock). If the fractional shares to be offered to the

NEXGEN stockholder shall be a fraction of 0.50 or above, that fractional share shall be rounded up to the next higher even number of shares (for example, a stockholder owning 32 shares of NEXGEN stock would be offered 12.80 unadjusted shares of GREENHOLD stock, which would be adjusted to 13 shares).

(2) All shares of GREENHOLD as offered to the stockholders of NEXGEN shall be offered as fully paid and nonassessable shares.

(3) All shares of GREENHOLD as offered to the stockholders of NEXGEN shall be offered bearing a restrictive legend in substantially the following form:

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

ARTICLE II: EFFECTIVE TIME

The effective time of this Agreement shall be such time as

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

ARTICLE III: EFFECT OF SHARE OFFERING

Upon such time as the shares in NEXGEN have been submitted/offered in properly and legally negotiable form to GREENHOLD and shares of GREENHOLD have been offered/issued, as provided herein, to the stockholders of NEXGEN, NEXGEN shall continue to exist as a Florida corporation, being a wholly-owned subsidiary of GREENHOLD. NEXGEN shall continue to be responsible and liable for all the liabilities and obligations as may have existed at the effective date of this Agreement and thereafter.

ARTICLE IV: LOCK-UP PROVISIONS

Upon such time as the stockholders of NEXGEN are entitled to receive their shares of GREENHOLD under the share offering as provided herein, those stockholders hereby agree that the certificates issued on their behalf shall be deposited with Dana M. Gallup, Esq. and retained subject to the following lock-up provisions. Specifically, each such stockholder hereby agrees during the Lock-Up Period, as hereinafter defined, that he

or she shall not directly or indirectly take any action designed to, or that may reasonably be expected to cause or result in the stabilization or manipulation of the price of any security of GREENHOLD to facilitate the sale or resale of the stock owned by that stockholder; or take any action whatsoever that would be intended as a transfer of that stockholder's share(s) in GREENHOLD in any direct or indirect fashion whatsoever, recognizing that the share certificate is being held under this Agreement by GREENHOLD. In the event that GREENHOLD shall secure the services of an independent transfer agent during the tenure of this Agreement, the stockholder agrees and consents to the entry of stop-transfer instructions with GREENHOLD's transfer agent against the transfer of these shares held by the stockholder, except in compliance with this Agreement.

ARTICLE V: LOCK PERIOD DEFINED

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

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

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

ARTICLE VI: CHANGE OF CONTROL

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

ARTICLE VII: REPRESENTATIONS AND WARRANTIES

Each corporation being a party to this Agreement represents and warrants that it has the full power and authority to enter into this Agreement and likewise, each stockholder executing Exhibit "A" attached hereto represents and warrants that he or she has full power and authority to enter into this Agreement and further agrees to execute any additional documents necessary or desirable in connection with the enforcement hereof.

ARTICLE VIII: GOVERNING LAW

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

ARTICLE IX: ENTIRE AGREEMENT

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

ARTICLE X: SEVERABILITY

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

ARTICLE XI: THIRD-PARTY BENEFICIARIES

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

ARTICLE XII: COUNTERPARTS

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 5 day of November, 2000.

ATTEST:

GREENHOLD GROUP, INC.

DANA M. GALLUP

BY 

PRESIDENT

ATTEST:

Nexgen Productions, Inc.



SECRETARY

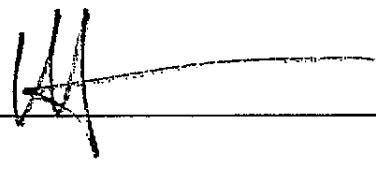
BY  Pres.

PRESIDENT

EXHIBIT "A"
STOCKHOLDERS' CONSENT TO THE
SHARE OFFER AND LOCK-UP AGREEMENT
BY AND BETWEEN
GREENHOLD GROUP, INC. AND NEXGEN, INC.

The following persons, comprising all of the stockholders of the above-referenced corporations, do hereby consent to the above-referenced Agreement dated 10 November, 2000, and agree to abide by its terms and conditions.

GREENHOLD GROUP, INC.

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

Nexgen Productions, Inc.

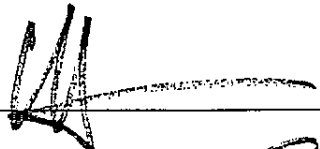
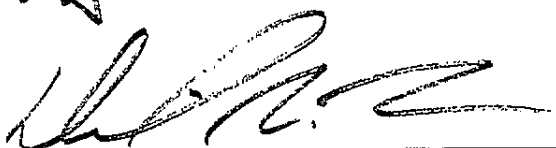
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EXHIBIT "A"
STOCKHOLDERS' CONSENT TO THE
SHARE OFFER AND LOCK-UP AGREEMENT
BY AND BETWEEN
GREENHOLD GROUP, INC. AND NEXGEN, INC.

The following persons, comprising all of the stockholders of the above-referenced corporations, do hereby consent to the above-referenced Agreement dated _____ November, 2000, and agree to abide by its terms and conditions.

GREENHOLD GROUP, INC.

Signature of Stockholder & Date of Execution Number of Shares Owned

Nexgen Productions, Inc.

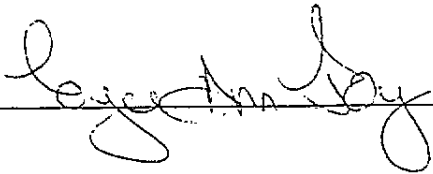
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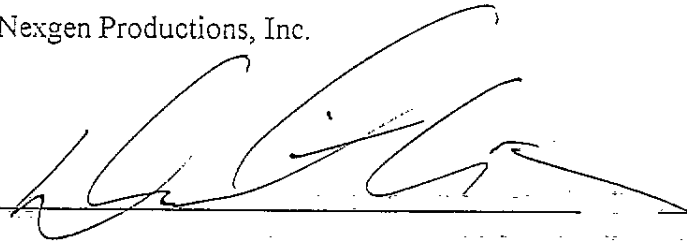
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GREENHOLD GROUP, INC.

Signature of Stockholder & Date of Execution Number of Shares Owned

Nexgen Productions, Inc.



**NOTICE OF SPECIAL MEETING OF SHAREHOLDERS
OF
Nexgen Productions, Inc.**

TO: Nexgen Productions, Inc. Shareholder

Such Special Meeting is as follows: GREENHOLD GROUP, INC. offer for shares.

to be held on the 29th day of November, 2000,

at 4 o'clock P. M.,


at the following place: 1995 East Oakland Park Boulevard
Suite 350
Fort Lauderdale, Florida

Dated: November 9, 2000



CORPORATE SECRETARY

November 9, 2000



SIGNATURE OF ADDRESSEE

11.10.00

DATE RECEIVED



11.10.00

**NOTICE OF SPECIAL MEETING OF SHAREHOLDERS
OF
Nexgen Productions, Inc.**

TO: Nexgen Productions, Inc. Shareholder


Such Special Meeting is as follows: GREENHOLD GROUP, INC., offer for shares.

to be held on the 29th day of November, 2000.

at 4 o'clock P. M.,

at the following place: 1995 East Oakland Park Boulevard
Suite 350
Fort Lauderdale, Florida

Dated: November 9, 2000


CORPORATE SECRETARY

November 9, 2000


SIGNATURE OF ADDRESSEE

DATE RECEIVED

NOTICE OF SPECIAL MEETING OF SHAREHOLDERS
OF
Nexgen Productions, Inc.

TO: Nexgen Productions, Inc. Shareholder

Such Special Meeting is as follows: GREENHOLD GROUP, INC. offer for shares.

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at 4 o'clock P. M.,

at the following place: 1995 East Oakland Park Boulevard
Suite 350
Fort Lauderdale, Florida

Dated: November 9, 2000

CORPORATE SECRETARY



SIGNATURE OF ADDRESSEE

November 9, 2000



DATE RECEIVED

MINUTES OF SPECIAL MEETING
OF SHAREHOLDERS OF
NEXGEN PRODUCTIONS, INC.

A special meeting of the Shareholders of the above-captioned Corporation was held on October 30, 2000 at 4:00 p.m., at 1995 E. Oakland Park Boulevard, Suite 350, Oakland Park, Florida, as duly noticed to Shareholders as affixed to the minutes of this meeting.

There were present the following Shareholders (all other Shareholders having executed and returned to the their respective Stockholders' Consents to the Share Offer and Lock-up Agreement by and Between Greenhold Group, Inc. and Nexgen Productions, Inc., as affixed to the minutes of this meeting):

<u>Name of Shareholder</u>	<u>Number of Shares</u>
Michael W. Carrington	83,333
Joyce Ann Joy	16,667

The Officers of the Corporation being present, the meeting was called to order by Michael Carrington, Director. The Director presented to the meeting a certain written 3,333-Share (.001 par value per share) Gift Agreement between Michael W. Carrington and David Meehan executed on October 29, 2000, and upon motion duly made, seconded, and unanimously carried, it was

RESOLVED, that the said written 3,333-Share Gift Agreement be and was approved by the Shareholders, and that the same be annexed to the minutes of this meeting; and it was further

RESOLVED, that the Corporation issue and deliver to Greenhold Group, Inc. upon receipt of the consideration therefor, pursuant to the terms of the aforesaid proposal, a certificate representing the Three Thousand Three Hundred Thirty-Three (3,333) shares of the Corporation, .001 par value per share; and it was further

RESOLVED, that the shares so issued shall be fully paid and nonassessable, and that the value of the aforesaid consideration and the stated capital with respect to such shares shall be Three and 33/00 Dollars (\$3.33); and it was further


RESOLVED, that the Officers of the Corporation be, and they hereby are, authorized, empowered and directed to take any and all steps, and to execute and deliver any and all instruments in connection with consummating the transaction

contemplated by the aforesaid proposal and in connection with carrying the foregoing resolutions into effect.

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


SECRETARY


Approved:


Michael W. Carrington

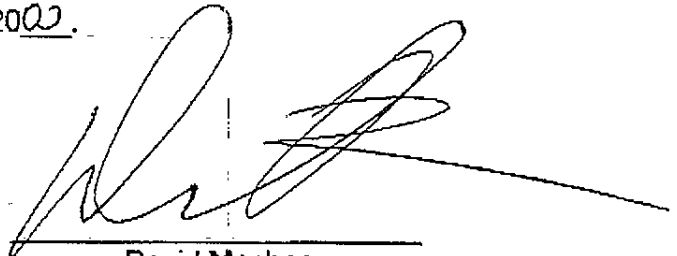
**3,333-Share Gift Agreement
By and Between
Michael W. Carrington and David Meehan
of
Nexgen Productions, Inc.**

KNOW ALL MEN BY THESE PRESENTS, that on this date, Michael W. Carrington, President of Nexgen Productions, Inc., conveys in the form of a gift to David Meehan, an employee of Nexgen Productions, Inc., a block of Three Thousand Three Hundred Thirty-Three (3,333) fully paid, nonassessable shares of Nexgen Productions, Inc. stock, .001 par value, the conveyance of, and the receipt of which, are hereby acknowledged.

DONE this 30 day of OCT, 2000.



Michael W. Carrington, President



David Meehan