

GNCC CAPITAL, INC.

EXHIBITS TO ANNUAL REPORT FOR THE YEAR ENDED SEPTEMBER 30, 2014

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GNCC CAPITAL, INC.

SUPPLEMENTAL INFORMATION FILING

UPDATE ON THE CANCELLATION OF CERTAIN SHARES OF THE COMPANY'S COMMON STOCK

REPORTING DATE: DECEMBER 30, 2014

IMMEDIATE CANCELLATION OF CERTAIN SHARES OF THE COMPANY'S COMMON STOCK:

Further to the Company's OTC Markets Disclosure Filing dated November 17, 2014, the Company has agreed with certain stockholders who hold a collective amount of 3,808,028,664 shares of the Company's Common Stock to cancel their stockholdings, effective immediately.

The number of outstanding shares of the Company's Common Stock as at November 17, 2014, was 19,999,132,134. Post these cancellations, the number of shares of the Company's Common Stock has been reduced to 16,191,103,470.

The amount of 1,950,000,000 shares of Common Stock was removed from the DTCC and from the "Free Float", reducing this amount to 14,361,166,231 as at December 30, 2014.

The Transfer Agent to the Company will reflect these reduced amounts on January 2, 2015.

The stockholders received a price of $0.0001 per share of Common Stock, settled through the issuance of shares of the Company's Series "B" Convertible Preferred Stock at a price of $1.00 each.

The Company's Profile on the OTC Markets has been updated to reflect these actions.

Stockholder Name	Number of Shares of Common Stock	Number of shares of Series B Convertible
Diamond Peak Resource Corporation	1,640,277,616	164,028
Highwave Management Corp.	150,000,000	15,000
Stelan Real Estate Management, Inc.	1,950,000,000	195,000
Streetside Holdings AG	67,751,048	6,775
	3,808,028,664	380,803

FURTHER AGREED CANCELLATION OF CERTAIN SHARES OF THE COMPANY'S COMMON STOCK:

The Company has agreed with certain stockholders who hold a collective amount of 550,000,000 shares of the Company's Common Stock to cancel their stockholdings, upon their delivery of their Stock Certificates to the Company for cancellation.

The stockholders will receive a price of $0.0001 per share of Common Stock to be settled through the issuance of shares of the Company's Series "B" Convertible Preferred Stock at $1.00 each.

Stockholder Name	Number of Shares of Common Stock	Number of shares of Series B Convertible
Highwave Management Corp.	550,000,000	55,000

NOTE:

These shares of "Free Trading" Common Stock were transferred by Highwave Management Corp. to both Danny DeMichele and to David Jack Harris; in terms of the Company's transaction to acquire Reputation Managers, LLC ("RM"). With the Company's mutually agreed upon cancellation of the transaction to acquire RM; these shares of Common Stock are being returned to Highwave Management Corp.

The number of outstanding shares of the Company's Common Stock as at December 30, 2014 is 16,191,103,470. Post this cancellation, the number of outstanding shares of Common Stock will be reduced to 15,641,103,470.

Upon cancellation, the Company's Profile on the OTC Markets, will be updated to reflect this amount.

FURTHER AGREED CANCELLATION OF CERTAIN SHARES OF THE COMPANY'S COMMON STOCK:

The Company has agreed with a stockholder who holds an amount of 1,500,000,000 shares of the Company's Common Stock to cancel their stockholding, upon their delivery of their Stock Certificates to the Company for cancellation.

The stockholders will receive a price of $0.0001 per share of Common Stock to be settled through the issuance of shares of the Company's Series "B" Convertible Preferred Stock at $1.00 each.

Stockholder Name	Number of Shares of Common Stock	Number of shares of Series B Convertible
Streetside Holdings AG	1,500,000,000	150,000
	1,500,000,000	150,000

NOTE:

These shares of Common Stock are "free trading" and are on deposit at Brokers and are reflected in the Company's "Free Float" and are on deposit with the DTCC. The stockholder is recalling these shares of Common Stock in Certificated Form. Upon their receipt of the stock certificate, they will be cancelled by the Company.

The number of outstanding shares of the Company's Common Stock as at December 30, 2014, is 16,191,103,470, post the cancellation of the 550,000,000 additional shares of Common Stock from Highwave Management Corp., the number of outstanding shares of Common Stock will be reduced to 15,641,103,470. Upon the cancellation of these additional 1,500,000,000 shares of Common Stock, the number of outstanding shares of Common Stock will be reduced to 14,141,103,470.

On December 30, 2014, the Company's "Free Float" amounted to 14,361,166,231. Post the withdrawal of these 1,500,000,000 shares of Common Stock, the Company's "Free Float" will be reduced to 12,861,166,231.

Upon cancellation, the Company's Profile on the OTC Markets, will be updated to reflect these amounts.

RATIONALE FOR THESE CANCELLATIONS OF SHARES OF COMMON STOCK:

The Company is focused on the growth of its South Florida Gaming operations held through a wholly owned subsidiary Company, Gold Coast Gaming Corp. ("Gold Coast"), The Company anticipates that it will be raising considerable sums for Gold Coast to fund their planned acquisition program.

The Company's Directors have a taken a number of steps to improve the Company's position to facilitate these above-mentioned steps. Part of these measures included these cancellation of shares of Common Stock to (a) reduce the number of outstanding shares of Common Stock, (b) reduce the number of shares of Common Stock in the "Free Float, and (c) prevent additional shares being cancelled from entering into the Company's "Free Float".

With the Company's Directors having authorized a Stock Repurchase Program of up to $750,000 on January 13, 2014 and amended on September 26, 2014; the Company's Management believes that it is illogical to expend any sums of monies on any future stock repurchases, in the market, from either Loan Term Convertible Loan Note Holders or from any other third parties that have directly or indirectly contracted with the Company and/or its subsidiary companies.

DATED: DECEMBER 30, 2014

RONALD YADIN LOWENTHAL
GNCC CAPITAL, INC.
EXECUTIVE CHAIRMAN



GNCC CAPITAL, INC.

SUPPLEMENTAL INFORMATION

ISSUANCE OF SHARES OF ADDITIONAL SERIES B CONVERTIBLE PREFERRED STOCK

EFFECTIVE: DECEMBER 30, 2014

BACKGROUND:

On June 6, 2014, the Directors of GNCC Capital, Inc. filed a Certificate of Amendment of Certificate of Incorporation, with the Secretary of State in Delaware; to authorize the shares Series B Convertible Preferred Stock.

The salient terms of the shares of Series B Convertible Preferred Stock:-

Number of Authorized: 10,000,000 (Ten million)
Par Value: $0.00001
Intended Issue Price: $1.00

Convertible at the Holder's Option (AND ONLY after a period of one year from the date of Issuance) and into shares of Common Stock, at a pre-determined price per share of the Common Stock.

These shares of Series B Convertible Preferred Stock will not be admitted for trading on any market.

RATIONALE FOR THE AUTHORIZATION OF THE SHARES OF SERIES B CONVERTIBLE PREFERRED STOCK:

The Company will be issuing shares of Series B Convertible Preferred Stock to:-

1. Settle all of the Company's short term loans; and
2. Settle a number of the Company's outstanding Convertible Loan Notes; and
3. Raise cash to fund general corporate activities and for acquisitions.

THE SERIES B CONVERTIBLE PREFERRED STOCK DESIGNATION WAS FILED ON THE OTC MARKETS DISCLOSURE SERVICE ON JUNE 13, 2014.

ADDITIONAL ISSUANCES OF SHARES OF SERIES B CONVERTIBLE PREFERRED STOCK ON DECEMBER 30, 2014:

Stockholder Name	Amount of Series B Preferred Issued	Amount $	Note
Stelan Real Estate Management, Inc.	195,000	195,000	1
TOTALS	**195,000**	**195,000**	

NOTES:

1. The Company issued 195,000 shares of Series B Convertible Preferred Stock to Stelan Real Estate Management, Inc. on December 30, 2014 and at a price of $1.00 (One dollar) each, Par Value $0.00001; to settle an amount of $195,000. This arose from the Company's cancellation of an amount of 1,950,000,000 shares of Common Stock owned by Stelan Real Estate Management, Inc. and at a price of $0.0001 each.

ACCOUNTING TREATMENT OF THESE ISSUANCES:

The $195,000 issued in these shares of Series B Convertible Preferred Stock will be capitalized in this First Quarter ending December 31, 2014 as Additional Paid In Capital as Stockholders Equity.

As at December 30, 2014, the Company had an amount of 6,515,452 shares of Series B Convertible Preferred Stock issued and outstanding.

DATED: DECEMBER 30, 2014

RONALD YADIN LOWENTHAL
GNCC CAPITAL, INC.
EXECUTIVE CHAIRMAN

GNCC CAPITAL, INC.

SUPPLEMENTAL INFORMATION

RESIGNATION OF PETER VOSS AS COMPANY'S CHIEF EXECUTIVE OFFICER

JUNE 22, 2015

RESIGNATION OF PETER VOSS AS COMPANY'S CHIEF EXECUTIVE OFFICER:

Effective immediately, the Company confirms the resignation of Mr. Peter Voss as the Company's Chief Executive Officer. Mr. Voss is not and was never appointed to the Company's Board of Directors so no additional filings are required in respect of his resignation.

The resignation of Mr. Voss was mutually agreed upon with the Company's Board of Directors and was very amicable. The reason for Mr. Voss's resignation was pursuant to the Company's mutually agreed upon decision with the vendors of Gold Coast Gaming Corp. ("Gold Coast") to retrospectively cancel the agreed purchase of Gold Coast. Mr. Voss's appointment at that time was solely based upon the Company's acquisition of Gold Coast.

The Company's Directors elected to allow Mr. Voss to retain the amount of 20,000 (Twenty thousand) shares of the Company's Series F Convertible Preferred Stock.

An amount of 101,000 (One hundred and one thousand) shares of the Company's Series F Convertible Preferred Stock were issued to Mr. Voss on August 11, 2014, in terms of his Service Agreement.

The balance in the amount of 81,000 (Eighty one thousand) shares of the Company's Series F Convertible Preferred Stock have been cancelled by the Company and with immediate effect.

The Company continues to be managed by its Directors, Mr. R Y Lowenthal and Mr. N E Blom.

DATED: JUNE 22, 2015

RONALD YADIN LOWENTHAL
GNCC CAPITAL, INC.
EXECUTIVE CHAIRMAN

EXHIBIT:

Supplementary Filing dated August 12, 2014: Service & Employment Agreement with Peter Voss dated August 11, 2014.



GNCC CAPITAL, INC.

SUPPLEMENTAL INFORMATION

APPOINTMENT OF PETER VOSS AS COMPANY'S CHIEF EXECUTIVE OFFICER AND AS DIRECTOR OF GOLD COAST GAMING CORP

AUGUST 12, 2014

APPOINTMENT OF PETER VOSS AS COMPANY'S CHIEF EXECUTIVE OFFICER:

On August 11, 2014, the Company Directors' appointed Peter Voss as Chief Executive Officer. The Company appointed Peter Voss to the Board of Directors to its recently acquired, Gold Coast Gaming Corp.

DATED: AUGUST 12, 2014

RONALD YADIN LOWENTHAL
GNCC CAPITAL, INC.
EXECUTIVE CHAIRMAN

EXHIBIT:

Service & Employment Agreement with Peter Voss dated August 11, 2014.

Designation of shares of Series F Convertible Preferred Stock.

EMPLOYMENT AND SERVICE AGREEMENT

This employment agreement (this "Agreement"), dated as of August 11, 2014 (the "Effective Date"), is made by and between GNCC Capital, Inc., a Delaware corporation (the "Corporation"), Gold Coast Gaming Corp ("Gold Coast") and Peter Voss (the "Executive") (each, a "Party" and together, the "Parties").

WHEREAS, the Executive is employed as Chief Executive Officer of the Corporation and of Gold Coast and is appointed to the Board of Directors of Gold Coast; and

WHEREAS, the Parties wish to establish the terms of the Executive's employment by the Corporation and Gold Coast;

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **POSITION/DUTIES:-**

(a) During the Employment Term (as defined in Section 2 below), the Executive shall serve as the Chief Executive Officer of the Corporation and of Gold Coast. In this capacity the Executive shall have such duties, authorities and responsibilities commensurate with the duties, authorities and responsibilities of persons in similar capacities in similarly sized companies and such other reasonable duties and responsibilities as the Board of Directors of the Corporation (the "Board") shall designate. The Executive shall report directly to the Board of Directors of the Corporation. The Executive shall obey the lawful directions of the Board and shall use his diligent efforts to promote the interests of the Corporation and to maintain and promote the reputation thereof.

(b) During the Employment Term, the Executive shall use his best efforts to perform his duties under this Agreement and shall as much of his time energy and skill in the performance of his duties with the Corporation and Gold Coast.

2. **EMPLOYMENT TERM:-**

Except for earlier termination as provided in Section 6, the Executive's employment under this Agreement shall be for a **two-year term** commencing on the Effective Date and ending on August 11, 2016 (the "Employment Term").

3. **BASE SALARY:-**

The Corporation agrees to pay to the Executive a base salary at an annual rate of not less than $102,000 (One hundred and two thousand dollars), payable in accordance with the regular payroll practices of the Corporation. The Executive's Base Salary shall be subject to annual review by the Board (or a committee thereof).

The base salary shall be in the amount of $102,000 (One hundred and two thousand dollars) per annum, referred to as the "Base Salary" for purposes of this Agreement**.** It is recorded that the Executive shall immediately upon signature of this Agreement, receive the full settlement of his first 6 (Six) months base salary through the issue by the Corporation to the Executive of an amount of 51,000 (Fifty one thousand) of the Corporation's shares of Series F Convertible Preferred Stock, Par Value $0.00001; issued to the Executive at $1.00 (One dollar) per share.

The Corporation shall issue an additional amount of 51,000 (Fifty one thousand) of the Corporation's shares of Series F Convertible Preferred Stock, Par Value $0.00001; issued to the Executive at $1.00 (One dollar) per share; payable every 6 (Six) months and commencing on February 11, 2015.

These shares of the Corporation's Series F Convertible Preferred Stock shall not be available to be assigned, pledged, sold, lent or in any way alienated for a period of 1 (one) year commencing from the date of their issuance to the Executive. These shares of Series F Convertible Preferred Stock shall be held "on book" by the Transfer Agent to the Corporation; for an on behalf of the Executive. The Executive shall not be permitted to request these shares of the Corporation's Series F Convertible Preferred Stock, in certificated form, until the expiration of the 1 (one) year from the date of their issuance to the Executive.

Gold Coast agrees to pay to the Executive a base salary at an annual rate of not less than $60,000 (Sixty thousand dollars), payable at the rate of $5,000 (Five thousand dollars) per month, commencing on September 1, 2014 and payable in accordance with the regular payroll practices of the Corporation. The Executive's Base Salary shall be subject to annual review by the Board (or a committee thereof).

4. **BONUS:-**

With respect to each full fiscal year during the Employment Term, the Executive shall be eligible to earn an annual bonus (the "Annual Bonus") in such amount, if any, as determined in the sole discretion of the Board of the Corporation of up to 100% (One hundred percent) of the Executive's Base Salary. In addition, the Executive shall be eligible to participate in the Corporation's bonus and other incentive compensation plans and programs (if any) for the Corporation's senior executives at a level commensurate with his position and may be entitled to bonus payments in addition to the amount set forth hereinabove.

5. **EMPLOYEE BENEFITS:-**

(a) **Benefit Plans.**

The Executive shall be eligible to participate in any employee benefit plan of the Corporation, including, but not limited to, equity, pension, thrift, profit sharing, medical coverage, education, or other retirement or welfare benefits that the Corporation has adopted or may adopt, maintain or contribute to for the benefit of its senior executives, at a level commensurate with his positions, subject to satisfying the applicable eligibility requirements. The Corporation may at any time or from time to time amend, modify, suspend or terminate any employee benefit plan, program or arrangement for any reason in its sole discretion.

(b) **Vacation:-**

The Executive shall be entitled to an annual paid vacation in accordance with the Corporation's policy applicable to senior executives from time to time in effect, but in no event less than 2 (Two) weeks per calendar year (as prorated for partial years), which vacation may be taken at such times as the Executive elects with due regard to the needs of the Corporation and/or Gold Coast. The carry-over of vacation days shall be in accordance with the Corporation and/or Gold Coast's policy applicable to senior executives from time to time in effect.

(c) **Business and Entertainment Expenses:-**

Upon presentation of appropriate documentation, the Executive shall be reimbursed and/or paid in advance for all reasonable and necessary business and entertainment expenses incurred in connection with the performance of his duties hereunder, all in accordance with the Corporation and Gold Coast's expense reimbursement policy applicable to senior executives from time to time in effect. It is agreed that the Executive shall obtain prior permission from the Board of the Corporation prior to incurring any such expenses.

(d) **Signing Bonus:-**

Upon execution of this Agreement, the Executive shall be awarded a "Signing" bonus in the amount of $50,000 (Fifty thousand dollars) to be settled through the immediate issuance of 50,000 (Fifty thousand) shares of the Corporation's Series F Convertible Preferred Stock, Par Value, $0.00001 and at a price of $1.00 (One dollar) per share.

These shares of the Corporation's Series F Convertible Preferred Stock shall not be available to be assigned, pledged, sold, lent or in any way alienated for a period of 1 (one) year commencing from the date this Agreement.

These shares of Series F Convertible Preferred Stock shall be held "on book" by the Transfer Agent to the Corporation; for an on behalf of the Executive. The Executive shall not be permitted to request these shares of the Corporation's Common Stock, in certificated form, until the expiration of the 1 (one) year from the date of their issuance to the Executive.

6. **TERMINATION:-**

The Executive's employment and the Employment Term shall terminate on the first of the following to occur:

(a) **Disability:-**

On the thirtieth day following written notice by the Corporation and/or Gold Coast to the Executive of termination due to Disability. For purposes of this Agreement, "Disability" shall mean a determination by the Corporation and/or Gold Coast in accordance with applicable law that due to a physical or mental injury, infirmity or incapacity, the Executive is unable to perform the essential functions of his job with or without accommodation for 180 (One hundred and eighty) days (whether or not consecutive) during any 12 (Twelve) month period.

(b) **Death:-**

Automatically upon the date of death of the Executive.

(c) **Cause:-**

Immediately upon written notice by the Corporation and/or Gold Coast to the Executive of a termination for Cause. "Cause" shall mean, as determined by the Board (or its designee):

(1) Conduct by the Executive in connection with his employment duties or responsibilities that is fraudulent, unlawful or grossly negligent; or

(2) The willful misconduct of the Executive; or

(3) The willful and continued failure of the Executive to perform the Executive's duties with the Corporation (other than any such failure resulting from incapacity due to physical or mental illness); or

(4) The commission by the Executive of any felony (or the equivalent under the law of the United States of America) (other than traffic-related offenses) or any crime involving moral turpitude; or

(5) Violation of any material policy of the Corporation and/or Gold Coast or any material provision of the Corporation and/or Gold Coast's code of conduct, employee handbook or similar documents; or

(6) Any material breach by the Executive of any provision of this Agreement or any other written agreement entered into by the Executive with the Corporation and/or Gold Coast.

(d) **Without Cause:**

On the thirtieth day following written notice by the Corporation and/or Gold Coast to the Executive of an involuntary termination without Cause, other than for death or Disability.

(e) **Good Reason.**

On the sixtieth day following written notice by the Executive to the Corporation and/or Gold Coast of a termination for Good Reason. "Good Reason" shall mean, without the express written consent of the Executive, the occurrence of any the following events unless such events are cured (if curable) by the Corporation within 15 (fifteen) days following receipt of written notification by the Executive to the Corporation and/or Gold Coast that he intends to terminate his employment hereunder for one of the reasons set forth below: any material reduction or diminution (except temporarily during any period of incapacity due to physical or mental illness) in the Executive's title, authorities, duties or responsibilities or reporting requirements with the Corporation and/or Gold Coast.

7. **CONSEQUENCES OF TERMINATION:-**

(a) **Disability:-**

Upon termination of the Employment Term because of the Executive's Disability, the Corporation and Gold Coast shall pay or provide to the Executive:

(1) Any unpaid Base Salary and any accrued vacation through the date of termination; and

(2) any unpaid Annual Bonus accrued with respect to the fiscal year ending on or preceding the date of termination; and

(3) Reimbursement for any unreimbursed expenses properly incurred through the date of termination; and

(4) All other payments or benefits to which the Executive may be entitled under the terms of any applicable employee benefit plan, program or arrangement (collectively, "Accrued Benefits").

(b) **Death:-**

Upon the termination of the Employment Term because of the Executive's death, the Executive's estate shall be entitled to any Accrued Benefits.

(c) **Termination for Cause:-**

Upon the termination of the Employment Term by the Corporation and/or Gold Coast for Cause or by either party in connection with a failure to renew this Agreement, the Corporation and/or Gold Coast shall pay to the Executive any Accrued Benefits.

(d) **Termination without Cause or for Good Reason:-**

Upon the termination of the Employment Term by the Corporation and/or Gold Coast without Cause or by the Executive with Good Reason, the Corporation and/or Gold Coast shall pay or provide to the Executive:

(1) The Accrued Benefits, and

(2) Subject to the Executive's execution (and non-revocation) of a general release of claims against the Corporation and/or Gold Coast and its affiliates in a form reasonably requested by the Corporation and/or Gold Coast:

(A) continued payment of his Base Salary for 6 (six) months after termination, payable in accordance with the regular payroll practices of the Corporation and/or Gold Coast, but off the payroll; and

(B) Payment of the Executive's cost of continued medical coverage for (6) six months after termination (subject to the Executive's co-payment of the costs in the same proportion as such costs were shared immediately prior to the date of termination). Payments provided under this Section 7(d) shall be in lieu of any termination or severance payments or benefits for which the Executive may be eligible under any of the plans, policies or programs of the Corporation and/or Gold Coast.

8. **NO ASSIGNMENT:-.**

This Agreement is personal to each of the Parties. Except as provided below, no Party may assign or delegate any rights or obligations hereunder without first obtaining the written consent of the other Party hereto; provided, however, that the Corporation and/or Gold Coast may assign this Agreement to any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Corporation and/or Gold Coast.

9. **NOTICES**:-

For the purpose of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given:

(1) on the date of delivery if delivered by hand; or

(2) on the date of transmission, if delivered by confirmed facsimile; or

(3) on the first business day following the date of deposit if delivered by guaranteed overnight delivery service; or

(4) On the fourth business day following the date delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Executive:

MR. PETER VOSS
Suite 4
95 Salmon St
Port Melbourne
Victoria 3207
Australia

If to the Corporation:

GNCC CAPITAL, INC.
244 5th Avenue
Suite # 2525
NEW YORK
NY 10001

GOLD COAST GAMING CORP
c/o GNCC Capital, Inc.
244 5th Avenue
Suite # 2525
NEW YORK
NY 10001

Or to such other address as either Party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

10. **PROTECTION OF THE CORPORATION AND GOLD COAST'S BUSINESS:-**

(a) **Confidentiality:-**

The Executive acknowledges that during the course of his employment by the Corporation and Gold Coast (prior to and during the Employment Term) he has and will occupy a position of trust and confidence. The Executive shall hold in a fiduciary capacity for the benefit of the Corporation and Gold Coast and shall not disclose to others or use, whether directly or indirectly, any Confidential Information regarding the Corporation and Gold Coast, except:

(i) As in good faith deemed necessary by the Executive to perform his duties hereunder; or

(ii) to enforce any rights or defend any claims hereunder or under any other agreement to which the Executive is a party, provided that such disclosure is relevant to the enforcement of such rights or defense of such claims and is only disclosed in the formal proceedings related thereto; or

(iii) when required to do so by a court of law, by any governmental agency having supervisory authority over the business of the Corporation and/or Gold Coast or by any administrative or legislative body (including a committee thereof) with jurisdiction to order him to divulge, disclose or make accessible such information, provided that the Executive shall give prompt written notice to the Corporation and/or Gold Coast of such requirement, disclose no more information than is so required, and cooperate with any attempts by the Corporation and/or Gold Coast to obtain a protective order or similar treatment; or

(iv) as to such Confidential Information that shall have become public or known in the Corporation and Gold Coast's industry other than by the Executive's unauthorized disclosure; or

(v) to the Executive's spouse, attorney and/or his personal tax and financial advisors as reasonably necessary or appropriate to advance the Executive's tax, financial and other personal planning (each an "Exempt Person"), provided, however, that any disclosure or use of Confidential Information by an Exempt Person shall be deemed to be a breach of this Section 10(a) by the Executive. The Executive shall take all reasonable steps to safeguard the Confidential Information and to protect it against disclosure, misuse, espionage, loss and theft. The Executive understands and agrees that the Executive shall acquire no rights to any such Confidential Information. "Confidential Information" shall mean information about the Corporation, Gold Coast, its subsidiaries and affiliates, and their respective clients and customers that is not disclosed by the Corporation and/or by Gold Coast and that was learned by the Executive in the course of his employment by the Corporation and Gold Coast, including, but not limited to, any proprietary knowledge, trade secrets, data and databases, formulae, sales, financial, marketing, training and technical information, client, customer, supplier and vendor lists, competitive strategies, computer programs and all papers, resumes, and records (including computer records) of the documents containing such Confidential Information.

(b) **Non-Competition:-**

During the Employment Term and for the 1 (One) year period following the termination of the Executive's employment for any reason (the "Restricted Period"), the Executive shall not, directly or indirectly, without the prior written consent of the Corporation and Gold Coast, provide employment (including self-employment), directorship, consultative or other services to any business, individual, partner, firm, corporation, or other entity that directly competes with any business conducted by the Corporation, Gold Coast or any of its subsidiaries or affiliates on the date of the Executive's termination of employment or within 1 (One) year of the Executive's termination of employment in the geographic locations where the Corporation, Gold Coast and its subsidiaries or affiliates engage or propose to engage in such business (the "Business"). Nothing herein shall prevent the Executive from having a passive ownership interest of not more than 9% (Nine percent) of the outstanding securities of any entity engaged in the Business whose securities are traded on a United States of America - National Securities Exchanges.

(c) **Non-Solicitation of Employees:-**

The Executive recognizes that he possesses and will possess confidential information about other employees of the Corporation, Gold Coast and its subsidiaries and affiliates relating to their education, experience, skills, abilities, compensation and benefits, and inter-personal relationships with customers of the Corporation, Gold Coast and its subsidiaries and affiliates. The Executive recognizes that the information he possesses and will possess about these other employees is not generally known, is of substantial value to the Corporation, Gold Coast and its subsidiaries and affiliates in developing their business and in securing and retaining customers, and has been and will be acquired by him because of his business position with the Corporation and with Gold Coast. The Executive agrees that, during the Restricted Period, he will not, directly or indirectly:

(A) solicit or recruit any employee of the Corporation, Gold Coast or any of its subsidiaries or affiliates (a "Current Employee") or any person who was an employee of the Corporation, Gold Coast or any of its subsidiaries or affiliates during the 12 (Twelve) month period immediately prior to the date the Executive's employment terminates (a "Former Employee") for the purpose of being employed by him or any other entity; or

(B) Hire any Current Employee or Former Employee.

(d) **Non-Solicitation of Customers:-**

The Executive agrees that, during the Restricted Period, he will not, directly or indirectly, solicit or attempt to solicit:

(A) any party who is a customer or client of the Corporation, Gold Coast or its subsidiaries, who was a customer or client of the Corporation, Gold Coast or its subsidiaries at any time during the 12 (twelve) month period immediately prior to the date the Executive's employment terminates or who is a direct customer or client that has been identified and targeted by the Corporation, Gold Coast or its subsidiaries for the purpose of marketing, selling or providing to any such party any services or products offered by or available from the Corporation, Gold Coast or its subsidiaries; or

(B) Any supplier or vendor to the Corporation, Gold Coast or any subsidiary to terminate, reduce or alter negatively its relationship with the Corporation, Gold Coast or any subsidiary or in any manner interfere with any agreement or contract between the Corporation, Gold Coast or any subsidiary and such supplier or vendor.

(e) **Property**:-

The Executive acknowledges that all originals and copies of materials, records and documents generated by him or coming into his possession during his employment by the Corporation, Gold Coast or its subsidiaries are the sole property of the Corporation, Gold Coast and its subsidiaries ("Corporation Property").

During the Employment Term, and at all times thereafter, the Executive shall not remove, or cause to be removed, from the premises of the Corporation, Gold Coast or its subsidiaries, copies of any record, file, memorandum, document, computer related information or equipment, or any other item relating to the business of the Corporation, Gold Coast or its subsidiaries, except in furtherance of his duties under this Agreement. When the Executive's employment with the Corporation and/or Gold Coast terminates, or upon request of the Corporation and/or Gold Coast at any time, the Executive shall promptly deliver to the Corporation and/or Gold Coast all copies of Corporation Property in his possession or control.

(f) **Non-Disparagement:-**

Executive shall not, and shall not induce others to, disparage the Corporation, Gold Coast or its subsidiaries or affiliates or their past and present officers, directors, employees or products. "Disparage" shall mean making comments or statements to the press, the Corporation's, Gold Coast's or its subsidiaries' or affiliates' employees or any individual or entity with whom the Corporation, Gold Coast or its subsidiaries or affiliates has a business relationship which would adversely affect in any manner:

(1) The business of the Corporation, Gold Coast or its subsidiaries or affiliates (including any products or business plans or prospects); or

(2) The business reputation of the Corporation, Gold Coast or its subsidiaries or affiliates, or any of their products, or their past or present officers, directors or employees.

(g) **Cooperation:-**

Subject to the Executive's other reasonable business commitments, following the Employment Term, the Executive shall be available to cooperate with the Corporation and/or Gold Coast and its outside counsel and provide information with regard to any past, present, or future legal matters which relate to or arise out of the business the Executive conducted on behalf of the Corporation, Gold Coast and its subsidiaries and affiliates, and, upon presentation of appropriate documentation, the Corporation and/or Gold Coast shall compensate the Executive for any out-of-pocket expenses reasonably incurred by the Executive in connection therewith.

(h) **Equitable Relief and Other Remedies:-**

The Executive acknowledges and agrees that the Corporation's and/or Gold Coast's remedies at law for a breach or threatened breach of any of the provisions of this Section 10 would be inadequate and, in recognition of this fact, the Executive agrees that, in the event of such a breach or threatened or attempted breach, in addition to any remedies at law, the Corporation and/or Gold Coast, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy which may then be available. In addition, without limiting the Corporation's and/or Gold Coast's remedies for any breach of any restriction on the Executive set forth in this Section 10, except as required by law, the Executive shall not be entitled to any payments set forth in Section 7(d) hereof if the Executive has breached the covenants applicable to the Executive contained in this Section 10, the Executive will immediately return to the Corporation and/or Gold Coast any such payments previously received under Section 7(d) upon such a breach, and, in the event of such breach, the Corporation and/or Gold Coast will have no obligation to pay any of the amounts that remain payable by the Corporation and/or Gold Coast under Section 7(d).

(i) **Reformation:-**

If it is determined by a court of competent jurisdiction in any state that any restriction in this Section 10 is excessive in duration or scope or is unreasonable or unenforceable under the laws of that state, it is the intention of the parties that such restriction may be modified or amended by the court to render it enforceable to the maximum extent permitted by the law of that state. The Executive acknowledges that the restrictive covenants contained in this Section 10 are a condition of this Agreement and are reasonable and valid in temporal scope and in all other respects.

(j) **Survival of Provisions:-**

The obligations contained in this Section 10 shall survive in accordance with their terms the termination or expiration of the Executive's employment with the Corporation and/or Gold Coast and shall be fully enforceable thereafter.

11. **INDEMNIFICATION:-**

The Executive shall be indemnified to the extent permitted by the Corporation's and/or Gold Coast's organizational documents and to the extent required by law.

12. **SECTION HEADINGS AND INTERPRETATION:-**

The section headings used in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement. Expressions of inclusion used in this agreement are to be understood as being without limitation.

13. **SEVERABILITY:-**

The provisions of this Agreement shall be deemed severable and the invalidity of unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof.

14. **COUNTERPARTS:-**

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same Agreement.

15. **GOVERNING LAW AND VENUE:-**

The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Delaware without regard to its conflicts of law principles. The Parties agree irrevocably to submit to the exclusive jurisdiction of the federal courts or, if no federal jurisdiction exists, the state courts, located in the State of Delaware, for the purposes of any suit, action or other proceeding brought by any Party arising out of any breach of any of the provisions of this Agreement and hereby waive, and agree not to assert by way of motion, as a defense or otherwise, in any such suit, action, or proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper, or that the provisions of this Agreement may not be enforced in or by such courts. **IN ADDITION, THE PARTIES AGREE TO WAIVE A TRIAL BY JURY.**

16. **ENTIRE AGREEMENT:-**

This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, with respect thereto. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in this Agreement.

17. **WAIVER AND AMENDMENT:-**

No provision of this Agreement may be modified, amended, waived or discharged unless such waiver, modification, amendment or discharge is agreed to in writing and signed by the Executive and such officer or director as may be designated by the Board. No waiver by either Party at any time of any breach by the other Party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other Party shall be deemed a waiver or similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

18. **WITHHOLDING:-**

The Corporation and/or Gold Coast may withhold from any and all amounts payable under this Agreement such federal, state, local and foreign taxes as may be required to be withheld pursuant to any applicable law or regulation.

19. **AUTHORITY AND NON-CONTRAVENTION:-**

The Executive represents and warrants to the Corporation and/or Gold Coast that he has the legal right to enter into this Agreement and to perform all of the obligations on his part to be performed hereunder in accordance with its terms and that he is not a party to any agreement or understanding, written or oral, which could prevent him form entering into this Agreement or performing all of his obligations hereunder.

20. **COUNTERPARTS:-**

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

GNCC CAPITAL, INC.

/s/

By: RONALD YADIN LOWENTHAL
Title: EXECUTIVE CHAIRMAN

GOLD COAST GAMING CORP

/s/

By: DULY AUTHORIZED

THE EXECUTIVE

/s/

PETER VOSS

CERTIFICATE OF DESIGNATION
OF
SERIES F CONVERTIBLE PREFERRED STOCK
OF
GNCC CAPITAL, INC.

Pursuant to Section 151 of the
General Corporation Law of
The State of Delaware

GNCC Capital, Inc., a corporation duly organized and existing under the General Corporation Law of the State of Delaware (the "Corporation"),

DOES HEREBY CERTIFY:

That, pursuant to authority conferred by the Corporation's Certificate of Incorporation and by the provisions of Section 151 of the General Corporation Law of the State of Delaware, the Board of Directors of the Corporation (the "Board"), by unanimous written consent on July 30, 2014, adopted the following resolutions, which resolutions remain in full force and effect on the date hereof, creating a series of 1,000,000 (One million) shares of Preferred Stock, $0.00001 par value, designated as Series F Convertible Preferred Stock:

RESOLVED:

That pursuant to the authority vested in the Board in accordance with the provisions of the Certificate of Incorporation of the Corporation and Section 151(g) of the General Corporation Law of the State of Delaware, the Board does hereby create, authorize and provide for the issuance of a Series F Convertible Preferred Stock, $0.00001 par value, of the Corporation, hereby designated as "Series F Convertible Preferred Stock," having the voting powers, designation, preferences and relative, participating, optional and other special rights, and qualifications, limitations and restrictions thereof that are set forth as follows:

Section 1: DESIGNATION AND AUTHORIZED SHARES

1,000,000 (One million) shares of Preferred Stock, par value $0.00001 per share, of the Corporation are hereby designated as Series F Convertible Preferred Stock (the "Series F Preferred Stock").

Section 2: STATED VALUE

Each share of Series F Convertible Preferred Stock shall have a stated value of $0.00001 per share (the "Stated Value").

Section 3: DIVIDEND PREFERENCE

Each share of Series F Preferred Stock shall bear dividends at the rate of $0.03 (Three cents) per share per annum, payable annually.

Section 4: LIQUIDATION PREFERENCE

Upon liquidation of the Corporation, the holders of the Series F Convertible Preferred Stock shall be entitled to receive payment of a liquidation preference in the amount of the Stated Value plus accrued and unpaid dividends (the "Liquidation Preference").

Section 5: VOTING

Except as otherwise expressly required by law and with respect to matter affecting the rights and preferences of the Series F Convertible Preferred Stock, the holders of Series F Convertible Preferred Stock shall not have voting rights.

As to matters affecting the rights or preferences of the Series F Convertible Preferred Stock, the holders thereof shall vote as a separate class.

As to matters where voting rights are required by law, the holders of Series F Convertible Preferred Stock shall have such voting rights as are conferred by law.

Section 6: CONVERSION

(a) ***Conversion Right.***

Each share of Series F Convertible Preferred Stock shall be convertible, at the option of the holder thereof, at any time after 1 (One) one year after the date such share was issued (subject to the limitations set forth in Section 6.c below), and without the payment of additional consideration by the holder thereof, into such number of fully-paid and non-assessable shares of Common Stock as is determined by dividing the Stated Value per share, by the Series F Preferred Convertible Stock, Conversion Price in effect at the time of conversion.

The "Series F Conversion Price" shall be the average trading price for the 5 (Five) consecutive trading days next preceding the date of the notice of conversion as reported on OTCMarkets.com or such other United States trading market or stock exchange as shall then be the primary market (by volume) for the Corporation's shares of common stock; provided, however, that the Series F Conversion Price, and the rate at which shares of Series F Convertible Preferred Stock may be converted into shares of Common Stock, shall be subject to adjustment as provided in Section 7 below. Shares of Series F Convertible Preferred Stock converted into shares of Common Stock in accordance with the terms hereof shall be canceled and shall not be reissued.

(b) ***Conversion Procedure.***

In order to exercise the conversion privilege under Section 6, the holder of any shares of Series F Convertible Preferred Stock to be converted shall give written notice to the Corporation at its principal office that such holder elects to convert such shares of Series F Convertible Preferred Stock or a specified portion thereof into shares of Common Stock as set forth in such notice.

At such time as the certificate or certificates representing the Series F Convertible Preferred Stock which has been converted are surrendered to the Corporation, the Corporation shall issue and deliver a certificate or certificates representing the number of shares of Common Stock determined pursuant to Section 6.

In case of conversion under Section 6 of only a part of the shares of Series F Convertible Preferred Stock represented by a certificate surrendered to the Corporation, the Corporation shall issue and deliver a new certificate for the number of shares of Series F Convertible Preferred Stock which have not been converted.

Until such time as the certificate or certificates representing Series F Convertible Preferred Stock which has been converted are surrendered to the Corporation and a certificate or certificates representing the Common Stock into which such Series F Convertible Preferred Stock has been converted have been issued and delivered, the certificate or certificates representing the Series F Convertible Preferred Stock which have been converted shall represent the shares of Common Stock into which such shares of Series F Convertible Preferred Stock have been converted.

The Corporation shall pay all documentary, stamp or similar issue or transfer tax due on the issue of shares of Common Stock issuable upon conversion of the Series F Convertible Preferred Stock Series Preferred Stock.

(c) ***Maximum Conversion.***

Notwithstanding anything to the contrary contained herein, a holder of shares of Series F Convertible Preferred Stock shall not be entitled to convert shares of Series F Convertible Preferred Stock if upon such conversion the number of shares of Common Stock to be received, together with the number of shares of Common Stock beneficially owned by the holder and its affiliates on the conversion date, would result in beneficial ownership by the holder and its affiliates of more than 4.99% of the outstanding shares of Common Stock of the Corporation on such conversion date.

For the purposes of the provision to the immediately preceding sentence, beneficial ownership shall be determined in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended, and Regulation 13d-3 thereunder.

The holder shall have the authority and obligation to determine whether the restriction contained in this Section 6(c) will limit any conversion hereunder and to the extent that the holder determines that the limitation contained in this Section applies, the determination of the number of shares of Series F Convertible Preferred Stock that are convertible shall be the responsibility and obligation of the holder.

The holder may waive the conversion limitation described in this Section 6(c), in whole or in part, upon and effective after 61 (Sixty one) days prior written notice to the Corporation to increase such percentage to up to 9.99%.

Section 7: OTHER PROVISIONS

(a) Reservation of Common Stock.

The Corporation shall at all times reserve from its authorized Common Stock, one hundred ten percent (110%) of the maximum aggregate number of shares of Common Stock issued or issuable upon conversion of all Series F Convertible Preferred Stock, ignoring any conversion limits set forth herein.

(b) Record Holders.

The Corporation and its transfer agent, if any, for the Series F Convertible Preferred Stock may deem and treat the record holder of any shares of Series F Convertible Preferred Stock as reflected on the books and records of the Corporation as the sole true and lawful owner thereof for all purposes, and neither the Corporation nor any such transfer agent shall be affected by any notice to the contrary.

Section 8: RESTRICTIONS AND LIMITATIONS

Except as expressly provided herein or as required by law so long as any shares of Series F Convertible Preferred Stock remain outstanding, the Corporation shall not, without the vote or written consent of the holders of at least a majority of the then outstanding shares of the Series F Convertible Preferred Stock take any action which would adversely and materially affect any of the preferences, limitations or relative rights of the Series F Convertible Preferred Stock.

Section 9: CERTAIN ADJUSTMENTS

(a) ***Stock Dividends and Stock Splits.***

If the Corporation, at any time while the Series F Convertible Preferred Stock subsequent to the fifth consecutive trading day prior to the date of a notice of conversion:

(A) shall pay a stock dividend or otherwise make a distribution or distributions on shares of its Common Stock payable in shares of Common Stock (which, for avoidance of doubt, shall not include any shares of Common Stock issued by the Corporation pursuant to the Series F Convertible Preferred Stock of Common Stock into a larger number of shares, (C) combine (including by way of reverse stock split) outstanding shares of Common Stock into a smaller number of shares, or (D) issue by reclassification of shares of the Common Stock any shares of capital stock of the Corporation, each share of Series F Convertible Preferred Stock.

(B) Series F Convertible Preferred Stock shall receive such consideration as if such number of shares of Series F Convertible Preferred Stock had immediately prior to such foregoing dividend, distribution, subdivision, combination or reclassification, the holder of the number of shares of Common Stock into which it could convert at such time. Any adjustment made pursuant to this Section shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or re-classification.

(b) Fundamental Transaction.

If, at any time while the Series F Convertible Preferred Stock is outstanding:

(A) the Corporation effects any merger or consolidation of the Corporation with or into another person; or

(B) the Corporation effects any sale of all or substantially all of its assets in one transaction or a series of related transactions; or

(C) any tender offer or exchange offer (whether by the Corporation or another person) is completed pursuant to which holders of Common Stock are permitted to tender or exchange their shares for other securities, cash or property; or

(D) the Corporation effects any reclassification of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property (in any such case, a "Fundamental Transaction"), then, upon any subsequent conversion of this Series F Convertible Preferred Stock, the holders shall have the right to receive, for each share of Common Stock that would have been issuable upon such conversion immediately prior to the occurrence of such Fundamental Transaction, the same kind and amount of securities, cash or property as it would have been entitled to receive upon the occurrence of such Fundamental Transaction if it had been, immediately prior to such Fundamental Transaction, the holder of such shares of Common Stock.

IN WITNESS WHEREOF, the undersigned has executed this Certificate this 30th day of June, 2014.

BY:

GNCC CAPITAL, INC.



NICOLAAS EDWARD BLOM
DIRECTOR / PRESIDENT & SECRETARY

RONALD YADIN LOWENTHAL
DIRECTOR / EXECUTIVE CHAIRMAN & TREASURER



GNCC CAPITAL, INC.

SUPPLEMENTAL INFORMATION

CANCELLATION OF SHARES OF SERIES F CONVERTIBLE PREFERRED STOCK

FILED: JUNE 22, 2015

BACKGROUND:

On August 11, 2014, the Directors of GNCC Capital, Inc. issued an amount of 101,000 (One hundred and one thousand) shares of Series F Convertible Preferred Stock to Mr. Peter Voss in terms of his Service Agreement.

Following the mutually agreed upon resignation of Mr. Voss, an amount of 81,000 (Eighty one thousand) shares of these issued Series F Convertible Preferred Stock were cancelled with immediate effect.

DATED: JUNE 22, 2015

RONALD YADIN LOWENTHAL
GNCC CAPITAL, INC.
EXECUTIVE CHAIRMAN

GNCC CAPITAL, INC.

SUPPLEMENTAL INFORMATION

MUTUAL TERMINATION AND RESCISSION OF THE VARIOUS AGREEMENTS TO ACQUIRE GOLD COAST GAMING CORP.

FILED: JUNE 22, 2015

MUTUAL TERMINATION AND RESCISSION OF THE VARIOUS AGREEMENTS TO ACQUIRE GOLD COAST GAMING CORP:

The Company has terminated and rescinded all its Agreements to acquire 100% (One hundred percent) of the shares of Common Stock of Gold Coast Gaming Corp. ("Gold Coast") effective immediately; and by mutual consent with all of its vendors.

The 2,570,000 (Two million five hundred and seventy thousand) shares of the Company's Series D Convertible Preferred Stock issued on August 11, 2014 pursuant to these agreements; have been cancelled in full.

The Agreements in respect of Gold Coast were cancelled and rescinded by mutual consent and will not be accounted for in our Financial Statements whatsoever and the Company has suffered no direct financial losses on this termination.

RATIONALE FOR CANCELLATION:

1. The rationale by GNCC to purchase Gold Coast was based solely upon the ability of the Management of Gold Coast to rapidly grow the business of Gold Coast through cash based acquisitions and the cost synergies emanating from such acquisitions. The inability to fund these planned acquisitions by Gold Coast rendered the purchase price (See Paragraph 2) paid for Gold Coast by GNCC, unpalatable and in the opinion of the GNCC Directors', contrary to GNCC stockholder interests.

2. GNCC settled the purchase price of Gold Coast in the amount of $2,570,000 (Two million five hundred and seventy dollars) through the issuance of 2,570,000 (Two million five hundred and seventy thousand) shares of the Company's Series D Convertible Preferred Stock on August 11, 2014.

   The salient terms of the shares of the Company's Series D Convertible Preferred Stock that eventually became of serious concern to the GNCC Directors were:-

   - On or after August 11, 2015, these shares of the Company's Series D Convertible Preferred Stock were eligible to be converted into free trading unrestricted shares of the Company's Common Stock on these conversion terms:

     Each share of Series D Convertible Preferred Stock shall be convertible, at the option of the holder thereof, at any time after 1 (One) one year after the date such share was issued (subject to the limitations set forth in Section 6.c below), and without the payment of additional consideration by the holder thereof, into such number of fully-paid and non-assessable shares of Common Stock as is determined by dividing the Stated Value per share, by the Series D Preferred Convertible Stock, Conversion Price in effect at the time of conversion.

> The "Series D Conversion Price" shall be Fifty Percent (50%) of the average trading price for the 5 (Five) consecutive trading days next preceding the date of the notice of conversion as reported on OTCMarkets.com or such other United States trading market or stock exchange as shall then be the primary market (by volume) for the Corporation's shares of common stock; provided, however, that the Series D Conversion Price, and the rate at which shares of Series D Convertible Preferred Stock may be converted into shares of Common Stock, shall be subject to adjustment as provided in Section 7 below. Shares of Series D Convertible Preferred Stock converted into shares of Common Stock in accordance with the terms hereof shall be canceled and shall not be reissued.

This would have resulted in the amount of $2,570,000 (Two million five hundred and seventy dollars) potentially being converted into free trading unrestricted shares of the Company's Common Stock at a 50% discount to the current trading price of $0.0001 per share of Common Stock.

In addition, each share of the Company's Series D Convertible Preferred Stock shall bear dividends at the rate of $0.18 (Eighteen cents) per share per annum, payable annually.

It was therefore decided based upon the above-mentioned that the mutual cancellation and rescission of the agreements to acquire Gold Coast by GNCC was in the best interests of the GNCC stockholders.

THE DIRECTORS' POLICY IN RESPECT OF SHARES OF FREE TRADING UNRESTRICTED COMMON STOCK AND OTHER STEPS:

The Company's Directors have a taken a number of steps to improve the Company's position in this respect, namely:

- Cancellation of shares of Common Stock to reduce the number of outstanding shares of Common Stock and to reduce the number of shares of Common Stock in the "Free Float; and
- Ensuring that no additional shares of Common Stock entered into the Company's "Free Float" that are unrelated to the funding of acquisitions; and
- The termination of the previous policy of remuneration through the use of "Free Trading" shares of Common Stock; and
- The issuance of shares of long term Convertible Preferred Stock to settle substantial amounts (potentially convertible into free trading unrestricted shares of Common Stock) owed by the Company to various Convertible Loan Note Holders and outstanding loans; and
- The authorization of a Stock Repurchase Program of up to $750,000 on January 13, 2014 and amended on September 26, 2014; and

- The re-domiciling of the Company from the State of Delaware to the State of Wyoming in order to facilitate a Stock Repurchase Program.

3. The Agreement to acquire Gold Coast on August 11, 2014 contained a warranty by GNCC Capital, Inc. ("GNCC") that:-

> GNCC warrants and undertakes to the Gold Coast Holders that it shall provide an amount of no less than $400,000 (Four hundred thousand dollars) in cash to Gold Coast Gaming Corp on or before September 30, 2014 to be utilized by Gold Coast Gaming Corp for the purposes of acquisitions. GNCC undertakes that said cash will be raised exclusively through the issuance of GNCC shares of Series D Convertible Preferred Stock at a price of $1.00 per share, Par Value $0.00001. In the event of GNCC failing to provide to the aforesaid cash to Gold Coast Gaming Corp, the Gold Coast Holders shall be entitled to terminate this transaction. In that event, the Gold Coast Holders would return to GNCC, all of their GNCC Preferred Stock and GNCC would then be obliged to return all of the Gold Coast Stock to the Gold Coast Holders.

GNCC failed to raise the required cash for Gold Coast on or before September 30, 2014 on terms that were acceptable to the Directors on GNCC. This was primarily due to negative publicity and unwarranted controversy surrounding the operations of Gold Coast's businesses in the South Florida media; this occurred at the same time as GNCC acquired the businesses of Gold Coast. Despite Gold Coast Management's best efforts, this impacted upon their profitability for many months post GNCC's acquisition of the business, despite their gross gaming revenues increasing in that period. It is noted that the supposed facts and allegations made against the businesses of Gold Coast in the South Florida media were proven to be false and the businesses of Gold Coast were cleared of any misconduct allegations after some months of investigations by local law enforcement.

After several months of discussions with the vendors of Gold Coast, they eventually elected to invoke the warranty cancellation clause in the Agreement and it was mutually agreed upon that it was in the best interests of all parties that the Agreements by GNCC to acquire Gold Coast be retrospectively cancelled and rescinded and that all parties hold each other harmless in respect of these transactions.

4. The several months of negotiations and discussions with the vendors of Gold Coast and the attempts by GNCC to raise the requisite funding for Gold Coast, this coupled with the uncertainty of whether or not to retain GNCC's interest in Gold Coast, resulted in the GNCC Directors being unable to complete its financial statements, this being due to the consolidation of the Gold Coast operating revenues and costs in the GNCC Group Financial Statements, would have been very material and potentially misleading, had the Gold Coast transaction been terminated, which was in fact, was the ultimate result.

   This resulted in the Company not filing its Annual Report for the year ended September 30, 2014, its First Quarter Report for the three months ended December 31, 2014 and its Second Quarter Report for the six months ended March 31, 2015.

   With the retrospective mutually agreed upon cancellation and rescission of the acquisition of Gold Coast as set out in this filing, the GNCC Directors are now in a position to complete and file its outstanding Financial Reports, namely:-

   - Annual Report for the year ended September 30, 2014; and
   - First Quarter Report for the three months ended December 31, 2014; and
   - Second Quarter Report for the six months ended March 31, 2015.

   FURTHERMORE, with the Company's Directors now filing the outstanding Financial Reports to bring the Company current with the OTC Markets and with the resolution of the issues surrounding the Company's interests in Gold Coast; the Company's Directors will be in a position to focus their energies and attention to:

   (a) Opportunities afforded in respect of the Company's Mining Exploration portfolio and

   (b) Other potential acquisitions in sectors unrelated to Mining Exploration as the Company Directors continue to seek to diversify the Company with acquisitions of revenue producing assets.

GNCC INTEREST IN SOUTH FLORIDA GAMING SECTOR

The GNCC Directors believe that the decision to invest in the Gold Coast business was sound and after many months of their involvement in and knowledge of Gold Coast and its businesses, believe that this sector remains extremely attractive. Gold Coast had substantial gaming revenues but was only slightly profitable as the planned acquisitions and other strategies envisaged by Gold Coast remained unfulfilled due to the inability to raise the requisite capital. This ultimately led to the decision that the purchase price agreed upon to acquire Gold Coast coupled with the conversion terms of the shares of Series D Convertible Preferred Stock (as set out in paragraph 2 hereof); was not viable nor in GNCC stockholder interests.

Should the Company be in a position to raise the necessary capital, it is likely that GNCC may in the future, look to invest in the same sector and in all likelihood with the assistance of the vendors of Gold Coast acting as Consultants to GNCC. The Directors of GNCC are aware that the Gold Coast Management now have significant interests in other unrelated businesses which would preclude them from any active or day to day participation in any future GNCC investments in this sector in South Florida.

Following certain decisions taken and implemented by the vendors of Gold Coast post the cancellation and rescission of GNCC's acquisition of Gold Coast; GNCC would not be able to reacquire any of the Gold Coast assets but would seek acquisitions that are unrelated to the vendors of Gold Coast who are now disinterested and neutral parties and therefore in a position to offer their expertise and experience to GNCC as Consultants; and in this same sector, in South Florida; should it be in a position to do so.

BACKGROUND TO THE GOLD COAST ACQUISITION:

The Original Filing detailing this acquisition on August 12, 2014 is annexed hereto as an Exhibit for reference purposes.

ACCOUNTING TREATMENT OF THESE ISSUANCES:

The cancellation of the acquisition of Gold Coast and the cancellation of the shares of Series D Convertible Preferred Stock will not be accounted for in the Company's Consolidated Financial Statements.

DATED: JUNE 22, 2015

RONALD YADIN LOWENTHAL
GNCC CAPITAL, INC.
EXECUTIVE CHAIRMAN

EXHIBITS:-

Filing dated August 12, 2014 in respect of the acquisition of Gold Coast Gaming Corp.

Filing dated August 12, 2014 in respect of the Designation of the Company's shares of Series D Convertible Preferred Stock.



GNCC CAPITAL, INC.

SUPPLEMENTAL INFORMATION

ACQUISITION OF GOLD COAST GAMING CORP

AUGUST 12, 2014

ACQUISITION OF GOLD COAST GAMING CORP:

The Company has acquired Gold Coast Gaming Corp ("Gold Coast"), effective August 11, 2014, which at present owns two subsidiary companies which own and operate two land based Adult Social Gaming Arcades in South Florida. At present, with its initial two operational sites, Gold Coast is expected to generate annual net revenues of $1.6 million and Annual Gross Gaming of $4,500,000. Gold Coast will contribute to the Company's revenues with immediate effect and will be accounted for in the Company's Annual Results to September 30, 2014.

SETTLEMENT OF ACQUISITION:

The Company issued 2,570,000 (Two million five hundred and seventy thousand) shares of its Series D Convertible Preferred Stock at a price of $1.00 (One dollar) each, Par Value $0.00001 to settle the acquisition price of $2,570,000 (Two million five hundred and seventy thousand dollars).

THE BUSINESS OF GOLD COAST GAMING CORP:-

Gold Coast owns and operates Amusement Adult Arcade Game Rooms located in South Florida. Gold Coast offers customers an alternative to the oversized, overpriced, Las Vegas Style Slot Machines found at a Casino. At Gold Coast, customers spend time with their friends in a safe comfortable environment while choosing to play between almost 200 of their favorite video games. Lunch, dinner, drinks, and snacks are always complimentary. There are plenty of Promotions such as: "Match Play, Hot Seats, Wheel Spins, Deal or No Deal, Pick-a-Chip, Early Bird Specials and free BINGO". All of these promotions give our customer more chances to win.

Game rooms are classified as "Arcade Amusement Center" which means a place of business having at least 50 coin operated amusement games or machines on premises which are operated for the entertainment of the general public and tourists as a bona fide amusement facility. Amusement games or machines means games which must be able to operate by the insertion of a coin, and which by application of skill may entitle the person playing or operating the game or machine to receive points or coupons, the cost value of which does not exceed $0.75 on any game played, which may be exchanged for merchandise. The game room industry in South Florida, operates under the Florida statue 849.161. In 2013 there were over two hundred arcades throughout the State of Florida.

ACCOUNTING NOTES:-

The Company will not be taking any impairment charges on this acquisition as it is comprised of various fixed and tangible assets and goodwill. No liabilities outside of the normal course of business are being assumed in this acquisition.

DATED: AUGUST 12, 2014

RONALD YADIN LOWENTHAL
GNCC CAPITAL, INC.
EXECUTIVE CHAIRMAN

EXHIBIT:

Acquisition and Share Exchange Agreement between GNCC Capital, Inc. and the Stockholders of Gold Coast Gaming Corp dated August 11, 2014.

ACQUISITION AND SHARE EXCHANGE AGREEMENT

This Acquisition and Share Exchange Agreement (the "Agreement") dated August 11, 2014 by and between the shareholders of **Gold Coast Gaming Corp**, a Florida Corporation as identified in Exhibit "A" attached hereto (the "Gold Coast Holders") and **GNCC Capital, Inc.**, a Delaware Corporation ("GNCC") is made with reference to the following facts:

It is recorded that Gold Coast Gaming Corp owns 100% (One hundred percent) of the Issued Share Capital and Members Interest of both:-

- Boardwalk Brothers, Inc., a Florida Corporation; and
- Play It Again FLA, LLC, a Florida Corporation

Gold Coast Holders collectively own 2,570,000 (Two million five hundred and seventy thousand) shares of Common Stock, par value $0.01 (the "Gold Coast Stock"), of Gold Coast Gaming Corp, a Florida Corporation. This represents the entire Issued Share Capital of Gold Coast Gaming Corp.

Upon the signature of this Agreement, GNCC will own 100% (One hundred percent) of the Issued Share Capital of Gold Coast Gaming Corp.

The Gold Coast Holders desire to exchange the Gold Coast Stock for 2,570,000 (Two million five hundred and seventy thousand) shares of GNCC Series D Convertible Preferred Stock at $1.00 (One dollar) per share, par value $0.00001 (the "GNCC Preferred Stock"); and GNCC wishes to issue the GNCC Preferred Stock and exchange them for the Gold Coast Stock all upon the terms and subject to the conditions herein set forth;

NOW THEREFORE, the parties, intending to be legally bound, agree to the following:

1. The Gold Coast Stock.

At the Closing, the Gold Coast Holders shall deliver certificates representing the Gold Coast Stock to GNCC, and GNCC shall deliver certificates representing the GNCC Preferred Stock to the Gold Coast Holders. Each Gold Coast Holder shall receive the number of GNCC Preferred Stock as set forth for such Gold Coast Holder in Exhibit A.

The Closing shall be held at the offices of one of the parties' attorneys, or through the mails, on August 13, 2014 or such later date as the parties shall agree. The certificates for the Gold Coast Stock shall be delivered together with stock powers endorsed in favor of GNCC.

2. Ownership of the Shares.

Gold Coast Holders are the sole legal, record and beneficial owner of the Gold Coast Stock. Each of Gold Coast Holders has good and marketable title to the Gold Coast Stock and the Gold Coast Stock are and at Closing shall be free and clear of all liens, pledges, mortgages, charges, security interests or encumbrances of any kind or nature. There are no outstanding options, warrants or rights to purchase the Gold Coast Stocks other than through this Agreement. No Gold Coast Holder is an officer, director, insider or affiliate of GNCC. Each Gold Coast Holder is an "accredited investor" and is acquiring the GNCC Preferred Stock for investment and not with a view to distribution.

3. The GNCC Preferred Stock.

The GNCC Preferred Stock shall be duly authorized and validly issued by GNCC and non-assessable.

4. No Broker Fee.

Neither party has used a broker in this transaction, nor does no person have a valid claim for a broker's or finder's fee for the exchange of the Gold Coast Stock for the GNCC Preferred Stock under this Agreement.

5. Miscellaneous.

This Agreement shall apply to and shall be binding upon the parties hereto, their respective successors and assigns and all persons claiming by, through or under any of the aforesaid persons. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all other prior agreements and understandings between the parties with respect to the subject matter hereof. This Agreement and all transactions contemplated in this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Delaware.

In the event that any one or more of the provisions contained in this Agreement, or the application thereof in any circumstances, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions contained in this Agreement shall not be in any way impaired, it being intended that all rights, powers and privileges of the parties shall be enforceable to the fullest extent permitted by law. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be one and the same instrument.

6. Gold Coast Holders Warranties.

The Gold Coast Holders hereby warrant and attest as follows:-

THAT:

6.1 Gold Coast Gaming Corp acquired the entire issued Share Capital of Boardwalk Brothers, Inc. on August 10, 2014; and

6.2 Gold Coast Gaming Corp acquired the entire Members Interest in Play It Again FLA, LLC on August 10, 2014; and

6.3 Gold Coast Gaming Corp and its two subsidiary companies, Boardwalk Brothers, Inc. and Play It Again FLA, LLC have no liabilities of outside of their ordinary course of business as at the date of signature of this Agreement.

6.4 All agreements (and the exhibits thereto) as described in 6.1 and 6.2 have been delivered to GNCC by the Gold Coast Holders.

7. GNCC Warranties.

GNCC warrants and undertakes to the Gold Coast Holders that it shall provide an amount of no less than $400,000 (Four hundred thousand dollars) in cash to Gold Coast Gaming Corp on or before September 30, 2014 to be utilized by Gold Coast Gaming Corp for the purposes of acquisitions. GNCC undertakes that said cash will be raised exclusively through the issuance of GNCC shares of Series D Convertible Preferred Stock at a price of $1.00 per share, Par Value $0.00001.

In the event of GNCC failing to provide to the aforesaid cash to Gold Coast Gaming Corp, the Gold Coast Holders shall be entitled to terminate this transaction. In that event, the Gold Coast Holders would return to GNCC, all of their GNCC Preferred Stock and GNCC would then be obliged to return all of the Gold Coast Stock to the Gold Coast Holders.

Executed and delivered as of the day and year first above written:

GNCC CAPITAL, INC. ("GNCC")

/s/

By_____
RONALD YADIN LOWENTHAL
EXECUTIVE CHAIRMAN

ACKNOWLEDGED AND ACCEPTED BY GOLD COAST GAMING CORP

/s/

By_____
DIRECTOR

GOLD COAST HOLDERS:

MHF TRUST

/s/

By_____
Duly Authorized

SPF TRUST

/s/

By_____
Duly Authorized

BMF TRUST

/s/

By_____
Duly Authorized

GAF TRUST

/s/

By_____
Duly Authorized

WESTWOOD MANAGEMENT GROUP, S.A.

/s/

By_____
Duly Authorized

EXHIBIT "A"

Seller	Gold Coast Stock Exchanged	GNCC Preferred Stock Received
MHF Trust	110,000	110,000
SPF Trust	110,000	110,000
BMF Trust	110,000	110,000
GAF Trust	110,000	110,000
Westwood Management Group, S.A.	2,130,000	2,130,000
TOTALS	**2,570,000**	**2,570,000**

EXHIBIT "B"

Certificate of Designation of GNCC Capital, Inc. shares of Series D Convertible Preferred Stock

CERTIFICATE OF DESIGNATION
OF
SERIES D CONVERTIBLE PREFERRED STOCK
OF
GNCC CAPITAL, INC.

Pursuant to Section 151 of the
General Corporation Law of
The State of Delaware

GNCC Capital, Inc., a corporation duly organized and existing under the General Corporation Law of the State of Delaware (the "Corporation"),

DOES HEREBY CERTIFY:

That, pursuant to authority conferred by the Corporation's Certificate of Incorporation and by the provisions of Section 151 of the General Corporation Law of the State of Delaware, the Board of Directors of the Corporation (the "Board"), by unanimous written consent on July 11, 2014, adopted the following resolutions, which resolutions remain in full force and effect on the date hereof, creating a series of 20,000,000 (Twenty million) shares of Preferred Stock, $0.00001 par value, designated as Series D Convertible Preferred Stock:

RESOLVED:

That pursuant to the authority vested in the Board in accordance with the provisions of the Certificate of Incorporation of the Corporation and Section 151(g) of the General Corporation Law of the State of Delaware, the Board does hereby create, authorize and provide for the issuance of a Series D Convertible Preferred Stock, $0.00001 par value, of the Corporation, hereby designated as "Series D Convertible Preferred Stock," having the voting powers, designation, preferences and relative, participating, optional and other special rights, and qualifications, limitations and restrictions thereof that are set forth as follows:

Section 1: DESIGNATION AND AUTHORIZED SHARES

20,000,000 (Twenty million) shares of Preferred Stock, par value $0.00001 per share, of the Corporation are hereby designated as Series D Convertible Preferred Stock (the "Series D Preferred Stock").

Section 2: STATED VALUE

Each share of Series D Convertible Preferred Stock shall have a stated value of $0.00001 per share (the "Stated Value").

Section 3: DIVIDEND PREFERENCE

Each share shall bear dividends at the rate of $0.18 (Eighteen cents) per share per annum, payable annually.

Section 4: LIQUIDATION PREFERENCE

Upon liquidation of the Corporation, the holders of the Series D Convertible Preferred Stock shall be entitled to receive payment of a liquidation preference in the amount of the Stated Value plus accrued and unpaid dividends (the "Liquidation Preference").

The Liquidation Preference shall be payable from the proceeds of liquidation of the Corporation's interest from the Corporation's equity and debt interest(s) in its subsidiary, Gold Coast Gaming Corp, incorporated in the State of Florida under Filing ID Number: P14000049193.

Section 5: VOTING

Except as otherwise expressly required by law and with respect to matter affecting the rights and preferences of the Series D Convertible Preferred Stock, the holders of Series D Convertible Preferred Stock shall not have voting rights.

As to matters affecting the rights or preferences of the Series D Convertible Preferred Stock, the holders thereof shall vote as a separate class.

As to matters where voting rights are required by law, the holders of Series D Convertible Preferred Stock shall have such voting rights as are conferred by law.

Section 6: CONVERSION

(a) ***Conversion Right.***

Each share of Series D Convertible Preferred Stock shall be convertible, at the option of the holder thereof, at any time after 1 (One) one year after the date such share was issued (subject to the limitations set forth in Section 6.c below), and without the payment of additional consideration by the holder thereof, into such number of fully-paid and non-assessable shares of Common Stock as is determined by dividing the Stated Value per share, by the Series D Preferred Convertible Stock, Conversion Price in effect at the time of conversion.

The "Series D Conversion Price" shall be Fifty Percent (50%) of the average trading price for the 5 (Five) consecutive trading days next preceding the date of the notice of conversion as reported on OTCMarkets.com or such other United States trading market or stock exchange as shall then be the primary market (by volume) for the Corporation's shares of common stock; provided, however, that the Series D Conversion Price, and the rate at which shares of Series D Convertible Preferred Stock may be converted into shares of Common Stock, shall be subject to adjustment as provided in Section 7 below. Shares of Series D Convertible Preferred Stock converted into shares of Common Stock in accordance with the terms hereof shall be canceled and shall not be reissued.

(b) ***Conversion Procedure.***

In order to exercise the conversion privilege under Section 6, the holder of any shares of Series D Convertible Preferred Stock to be converted shall give written notice to the Corporation at its principal office that such holder elects to convert such shares of Series D Convertible Preferred Stock or a specified portion thereof into shares of Common Stock as set forth in such notice.

At such time as the certificate or certificates representing the Series D Convertible Preferred Stock which has been converted are surrendered to the Corporation, the Corporation shall issue and deliver a certificate or certificates representing the number of shares of Common Stock determined pursuant to Section 6.

In case of conversion under Section 6 of only a part of the shares of Series D Convertible Preferred Stock represented by a certificate surrendered to the Corporation, the Corporation shall issue and deliver a new certificate for the number of shares of Series D Convertible Preferred Stock which have not been converted.

Until such time as the certificate or certificates representing Series D Convertible Preferred Stock which has been converted are surrendered to the Corporation and a certificate or certificates representing the Common Stock into which such Series D Convertible Preferred Stock has been converted have been issued and delivered, the certificate or certificates representing the Series D Convertible Preferred Stock which have been converted shall represent the shares of Common Stock into which such shares of Series D Convertible Preferred Stock have been converted.

The Corporation shall pay all documentary, stamp or similar issue or transfer tax due on the issue of shares of Common Stock issuable upon conversion of the Series D Convertible Preferred Stock Series Preferred Stock.

(c) ***Maximum Conversion.***

Notwithstanding anything to the contrary contained herein, a holder of shares of Series D Convertible Preferred Stock shall not be entitled to convert shares of Series D Convertible Preferred Stock if upon such conversion the number of shares of Common Stock to be received, together with the number of shares of Common Stock beneficially owned by the holder and its affiliates on the conversion date, would result in beneficial ownership by the holder and its affiliates of more than 4.99% of the outstanding shares of Common Stock of the Corporation on such conversion date.

For the purposes of the provision to the immediately preceding sentence, beneficial ownership shall be determined in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended, and Regulation 13d-3 thereunder.

The holder shall have the authority and obligation to determine whether the restriction contained in this Section 6(c) will limit any conversion hereunder and to the extent that the holder determines that the limitation contained in this Section applies, the determination of the number of shares of Series D Convertible Preferred Stock that are convertible shall be the responsibility and obligation of the holder.

The holder may waive the conversion limitation described in this Section 6(c), in whole or in part, upon and effective after 61 (Sixty one) days prior written notice to the Corporation to increase such percentage to up to 9.99%.

Section 7: OTHER PROVISIONS

(a) Reservation of Common Stock.

The Corporation shall at all times reserve from its authorized Common Stock, one hundred ten percent (110%) of the maximum aggregate number of shares of Common Stock issued or issuable upon conversion of all Series D Convertible Preferred Stock, ignoring any conversion limits set forth herein.

(b) Record Holders.

The Corporation and its transfer agent, if any, for the Series D Convertible Preferred Stock may deem and treat the record holder of any shares of Series D Convertible Preferred Stock as reflected on the books and records of the Corporation as the sole true and lawful owner thereof for all purposes, and neither the Corporation nor any such transfer agent shall be affected by any notice to the contrary.

Section 8: RESTRICTIONS AND LIMITATIONS

Except as expressly provided herein or as required by law so long as any shares of Series D Convertible Preferred Stock remain outstanding, the Corporation shall not, without the vote or written consent of the holders of at least a majority of the then outstanding shares of the Series D Convertible Preferred Stock take any action which would adversely and materially affect any of the preferences, limitations or relative rights of the Series D Convertible Preferred Stock.

Section 9: CERTAIN ADJUSTMENTS

(a) ***Stock Dividends and Stock Splits.***

If the Corporation, at any time while the Series D Convertible Preferred Stock subsequent to the fifth consecutive trading day prior to the date of a notice of conversion:

(A) shall pay a stock dividend or otherwise make a distribution or distributions on shares of its Common Stock payable in shares of Common Stock (which, for avoidance of doubt, shall not include any shares of Common Stock issued by the Corporation pursuant to the Series D Convertible Preferred Stock of Common Stock into a larger number of shares, (C) combine (including by way of reverse stock split) outstanding shares of Common Stock into a smaller number of shares, or (D) issue by reclassification of shares of the Common Stock any shares of capital stock of the Corporation, each share of Series D Convertible Preferred Stock.

(B) Series D Convertible Preferred Stock shall receive such consideration as if such number of shares of Series D Convertible Preferred Stock had immediately prior to such foregoing dividend, distribution, subdivision, combination or reclassification, the holder of the number of shares of Common Stock into which it could convert at such time. Any adjustment made pursuant to this Section shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or re-classification.

(b) Fundamental Transaction.

If, at any time while the Series D Convertible Preferred Stock is outstanding:

(A) the Corporation effects any merger or consolidation of the Corporation with or into another person; or

(B) the Corporation effects any sale of all or substantially all of its assets in one transaction or a series of related transactions; or

(C) any tender offer or exchange offer (whether by the Corporation or another person) is completed pursuant to which holders of Common Stock are permitted to tender or exchange their shares for other securities, cash or property; or

(D) the Corporation effects any reclassification of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property (in any such case, a "Fundamental Transaction"), then, upon any subsequent conversion of this Series D Convertible Preferred Stock, the holders shall have the right to receive, for each share of Common Stock that would have been issuable upon such conversion immediately prior to the occurrence of such Fundamental Transaction, the same kind and amount of securities, cash or property as it would have been entitled to receive upon the occurrence of such Fundamental Transaction if it had been, immediately prior to such Fundamental Transaction, the holder of such shares of Common Stock.

IN WITNESS WHEREOF, the undersigned has executed this Certificate this 11th day of July, 2014.

BY:

GNCC CAPITAL, INC.



NICOLAAS EDWARD BLOM	**RONALD YADIN LOWENTHAL**
DIRECTOR &	**DIRECTOR &**
SECRETARY	**TREASURER**



GNCC CAPITAL, INC.

SUPPLEMENTAL INFORMATION

CERTIFICATE OF DESIGNATION OF

SERIES D CONVERTIBLE PREFERRED STOCK

AUGUST 12, 2014

CERTIFICATE OF AMENDMENT OF CERTIFICATE OF INCORPORATION:

On July 11, 2014, the Company Directors adopted resolutions amended the Corporation's Certificate of Incorporation, as follows:

AUTHORIZATION OF SERIES D CONVERTIBLE PREFERENCE SHARES

The Directors of GNCC Capital, Inc. filed a Certificate of Amendment of Certificate of Incorporation, with the Secretary of State in Delaware; to authorize the Series D Convertible Preference Shares.

The salient terms of the Series D Convertible Preference Shares:-

Number of Authorized: 20,000,000 (Twenty million)
Par Value: $0.00001
Intended Issue Price: $1.00

Convertible at the Holder's Option (AND ONLY after a period of one year from the date of Issuance) and into shares of Common Stock, at a pre-determined price per share of the Common Stock.

Secured by the entire Issued shares of Common Stock of Gold Coast Gaming Corp as held by GNCC Capital, Inc. and secured over all loans advanced by GNCC Capital, Inc. to Gold Coast Gaming Corp.

These Series D Convertible Preference Shares will not be admitted for trading on any market.

NOTE:-

These shares of Series D Convertible Preferred Stock will be issued to settle the full acquisition cost of Gold Coast Gaming Corp and all sums of cash advanced to Gold Coast Gaming Corp thereafter.

DATED: AUGUST 12, 2014

RONALD YADIN LOWENTHAL
GNCC CAPITAL, INC.
EXECUTIVE CHAIRMAN

EXHIBIT:

Authenticated State of Delaware Certificate of Designation dated July 15, 2014.

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF DESIGNATION OF "GNCC CAPITAL, INC.", FILED IN THIS OFFICE ON THE FOURTEENTH DAY OF JULY, A.D. 2014, AT 12:01 O'CLOCK P.M.

Jeffrey W. Bullock, Secretary of State

4603407 8100

140958101

AUTHENTICATION: 1537848

DATE: 07-15-14

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:01 PM 07/14/2014
FILED 12:01 PM 07/14/2014
SRV 140949376 - 4603407 FILE

CERTIFICATE OF DESIGNATION OF SERIES D CONVERTIBLE PREFERRED STOCK OF GNCC CAPITAL, INC.

Pursuant to Section 151 of the General Corporation Law of The State of Delaware

---

GNCC Capital, Inc., a corporation duly organized and existing under the General Corporation Law of the State of Delaware (the "Corporation"),

DOES HEREBY CERTIFY:

That, pursuant to authority conferred by the Corporation's Certificate of Incorporation and by the provisions of Section 151 of the General Corporation Law of the State of Delaware, the Board of Directors of the Corporation (the "Board"), by unanimous written consent on July 11, 2014, adopted the following resolutions, which resolutions remain in full force and effect on the date hereof, creating a series of 20,000,000 (Twenty million) shares of Preferred Stock, $0.00001 par value, designated as Series D Convertible Preferred Stock:

RESOLVED:

That pursuant to the authority vested in the Board in accordance with the provisions of the Certificate of Incorporation of the Corporation and Section 151(g) of the General Corporation Law of the State of Delaware, the Board does hereby create, authorize and provide for the issuance of a Series D Convertible Preferred Stock, $0.00001 par value, of the Corporation, hereby designated as "Series D Convertible Preferred Stock," having the voting powers, designation, preferences and relative, participating, optional and other special rights, and qualifications, limitations and restrictions thereof that are set forth as follows:

Section 1: DESIGNATION AND AUTHORIZED SHARES

20,000,000 (Twenty million) shares of Preferred Stock, par value $0.00001 per share, of the Corporation are hereby designated as Series D Convertible Preferred Stock (the "Series D Preferred Stock").

Section 2: STATED VALUE

Each share of Series D Convertible Preferred Stock shall have a stated value of $0.00001 per share (the "Stated Value").

Section 3: DIVIDEND PREFERENCE

Each share shall bear dividends at the rate of $0.18 (Eighteen cents) per share per annum, payable annually.

Section 4: LIQUIDATION PREFERENCE

Upon liquidation of the Corporation, the holders of the Series D Convertible Preferred Stock shall be entitled to receive payment of a liquidation preference in the amount of the Stated Value plus accrued and unpaid dividends (the "Liquidation Preference").

The Liquidation Preference shall be payable from the proceeds of liquidation of the Corporation's interest from the Corporation's equity and debt interest(s) in its subsidiary, Gold Coast Gaming Corp, incorporated in the State of Florida under Filing ID Number: P14000049193.

Section 5: VOTING

Except as otherwise expressly required by law and with respect to matter affecting the rights and preferences of the Series D ConvertiblePreferred Stock, the holders of Series D Convertible Preferred Stock shall not have voting rights.

As to matters affecting the rights or preferences of the Series D Convertible Preferred Stock, the holders thereof shall vote as a separate class.

As to matters where voting rights are required by law, the holders of Series D Convertible Preferred Stock shall have such voting rights as are conferred by law.

Section 6: CONVERSION

(a) ***Conversion Right.***

Each share of Series D Convertible Preferred Stock shall be convertible, at the option of the holder thereof, at any time after 1 (One) one year after the date such share was issued (subject to the limitations set forth in Section 6.c below), and without the payment of additional consideration by the holder thereof, into such number of fully-paid and non-assessable shares of Common Stock as is determined by dividing the Stated Value per share, by the Series D Preferred Convertible Stock, Conversion Price in effect at the time of conversion.

The "Series D Conversion Price" shall be Fifty Percent (50%) of the average trading price for the 5 (Five) consecutive trading days next preceding the date of the notice of conversion as reported on OTCMarkets.com or such other United States trading market or stock exchange as shall then be the primary market (by volume) for the Corporation's shares of common stock; provided, however, that the Series D Conversion Price, and the rate at which shares of Series D ConvertiblePreferred Stock may be converted into shares of Common Stock, shall be subject to adjustment as provided in Section 7 below. Shares of Series D Convertible Preferred Stock converted into shares of Common Stock in accordance with the terms hereof shall be canceled and shall not be reissued.

(b) ***Conversion Procedure.***

In order to exercise the conversion privilege under Section 6, the holder of any shares of Series D Convertible Preferred Stock to be converted shall give written notice to the Corporation at its principal office that such holder elects to convert such shares of Series D Convertible Preferred Stock or a specified portion thereof into shares of Common Stock as set forth in such notice.

At such time as the certificate or certificates representing the Series D Convertible Preferred Stock which has been converted are surrendered to the Corporation, the Corporation shall issue and deliver a certificate or certificates representing the number of shares of Common Stock determined pursuant to Section 6.

In case of conversion under Section 6 of only a part of the shares of Series D Convertible Preferred Stock represented by a certificate surrendered to the Corporation, the Corporation shall issue and deliver a new certificate for the number of shares of Series D Convertible Preferred Stock which have not been converted.

Until such time as the certificate or certificates representing Series D Convertible Preferred Stock which has been converted are surrendered to the Corporation and a certificate or certificates representing the Common Stock into which such Series D Convertible Preferred Stock has been converted have been issued and delivered, the certificate or certificates representing the Series D Convertible Preferred Stock which have been converted shall represent the shares of Common Stock into which such shares of Series D Convertible Preferred Stock have been converted.

The Corporation shall pay all documentary, stamp or similar issue or transfer tax due on the issue of shares of Common Stock issuable upon conversion of the Series D Convertible Preferred Stock Series Preferred Stock.

(c) ***Maximum Conversion.***

Notwithstanding anything to the contrary contained herein, a holder of shares of Series D Convertible Preferred Stock shall not be entitled to convert shares of Series D Convertible Preferred Stock if upon such conversion the number of shares of Common Stock to be received, together with the number of shares of Common Stock beneficially owned by the holder and its affiliates on the conversion date, would result in beneficial ownership by the holder and its affiliates of more than 4.99% of the outstanding shares of Common Stock of the Corporation on such conversion date.

For the purposes of the provision to the immediately preceding sentence, beneficial ownership shall be determined in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended, and Regulation 13d-3 thereunder.

The holder shall have the authority and obligation to determine whether the restriction contained in this Section 6(c) will limit any conversion hereunder and to the extent that the holder determines that the limitation contained in this Section applies, the determination of the number of shares of Series D Convertible Preferred Stock that are convertible shall be the responsibility and obligation of the holder.

The holder may waive the conversion limitation described in this Section 6(c), in whole or in part, upon and effective after 61 (Sixty one) days prior written notice to the Corporation to increase such percentage to up to 9.99%.

Section 7: OTHERPROVISIONS

(a) Reservation of Common Stock.

The Corporation shall at all times reserve from its authorized Common Stock, one hundred ten percent (110%) of the maximum aggregate number of shares of Common Stock issued or issuable upon conversion of all Series D Convertible Preferred Stock, ignoring any conversion limits set forth herein.

(b) RecordHolders.

The Corporation and its transfer agent, if any, for the Series D Convertible PreferredStock may deem and treat the record holder of any shares of Series D Convertible Preferred Stock as reflected on the books and records of the Corporation as the sole true and lawful owner thereof for all purposes, and neither the Corporation nor any such transfer agent shall be affected by any notice to the contrary.

Section 8: RESTRICTIONS AND LIMITATIONS

Except as expressly provided herein or as required by law so long as any shares of Series D Convertible Preferred Stock remain outstanding, the Corporation shall not, without the vote or written consent of the holders of at least a majority of the then outstanding shares of the Series D Convertible Preferred Stock take any action which would adversely and materially affect any of the preferences, limitations or relative rights of the Series D Convertible Preferred Stock.

Section 9: CERTAIN ADJUSTMENTS

(a) ***Stock Dividends and Stock Splits.***

If the Corporation, at any time while the Series D ConvertiblePreferred Stock subsequent to the fifth consecutive trading day prior to the date of a notice of conversion:

(A) shall pay a stock dividend or otherwise make a distribution or distributions on shares of its Common Stock payable in shares of Common Stock (which, for avoidance of doubt, shall not include any shares of Common Stock issued by the Corporation pursuant to the Series D Convertible Preferred Stock of Common Stock into a larger number of shares, (C) combine (including by way of reverse stock split) outstanding shares of Common Stock into a smaller number of shares, or (D) issue by reclassification of shares of the Common Stock any shares of capital stock of the Corporation, each share of Series D Convertible Preferred Stock.

(B) Series D Convertible Preferred Stock shall receive such consideration as if such number of shares of Series D Convertible Preferred Stock had immediately prior to such foregoing dividend, distribution, subdivision, combination or reclassification, the holder of the number of shares of Common Stock into which it could convert at such time. Any adjustment made pursuant to this Section shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or re-classification.

(b) Fundamental Transaction.

If, at any time while the Series D Convertible Preferred Stock is outstanding:

(A) the Corporation effects any merger or consolidation of the Corporation with or into another person; or

(B) the Corporation effects any sale of all or substantially all of its assets in one transaction or a series of related transactions; or

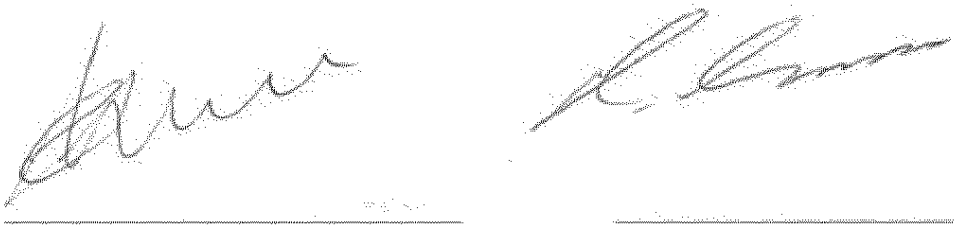
(C) any tender offer or exchange offer (whether by the Corporation or another person) is completed pursuant to which holders of Common Stock are permitted to tender or exchange their shares for other securities, cash or property; or

(D) the Corporation effects any reclassification of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property (in any such case, a "Fundamental Transaction"), then, upon any subsequent conversion of this Series D Convertible Preferred Stock, the holders shall have the right to receive, for each share of Common Stock that would have been issuable upon such conversion immediately prior to the occurrence of such Fundamental Transaction, the same kind and amount of securities, cash or property as it would have been entitled to receive upon the occurrence of such Fundamental Transaction if it had been, immediately prior to such Fundamental Transaction, the holder of such shares of Common Stock.

IN WITNESS WHEREOF, the undersigned has executed this Certificate this 11th day of July, 2014.

BY:

GNCC CAPITAL, INC.



NICOLAAS EDWARD BLOM
DIRECTOR&
SECRETARY

RONALD YADIN LOWENTHAL
DIRECTOR&
TREASURER



GNCC CAPITAL, INC.

SUPPLEMENTAL INFORMATION

CANCELLATION OF SHARES OF SERIES D CONVERTIBLE PREFERRED STOCK

FILED: JUNE 22, 2015

BACKGROUND:

On August 11, 2014, the Directors of GNCC Capital, Inc. issued an amount of 2,570,000 (Two million five hundred and seventy thousand) shares of Series D Convertible Preferred Stock to acquire the entire issued share capital of Gold Coast Gaming Corp.

Following the mutually agreed upon cancellation and rescission of the agreement between GNCC Capital, Inc. and the vendors of Gold Coast Gaming Corp; all of these shares of Series D Convertible Preferred Stock were cancelled with immediate effect.

ISSUANCES OF SHARES OF SERIES D CONVERTIBLE PREFERRED STOCK ON AUGUST 11, 2014:

Stockholder Name	Amount of Series D Preferred Issued	Amount $
MHF Trust	110,000	110,000
SPF Trust	110,000	110,000
BMF Trust	110,000	110,000
GAF Trust	110,000	110,000
Westwood Management Group, S.A.	2,130,000	2,130,000
TOTALS	**2,570,000**	**2,570,000**

DATED: JUNE 22, 2015

RONALD YADIN LOWENTHAL
GNCC CAPITAL, INC.
EXECUTIVE CHAIRMAN



GNCC CAPITAL, INC.

SUPPLEMENTAL INFORMATION

ACQUISITION OF AN ADDITIONAL INTEREST IN ASPA GOLD CORP.

FILED: JULY 31, 2015

ACQUISITION OF SHARES OF CLASS A PREFERRED STOCK IN ASPA GOLD CORP.

GNCC Capital, Inc. ("GNCC") acquired 500,000 (Five hundred thousand) shares of Class A Preferred Stock of ASPA Gold Corp. ("ASPA") on July 30, 2015.

GNCC acquired these shares of ASPA Class A Preferred Stock from Clark Copper Mines, LLC* at Par Value, that being at a price of $0.10 (Ten cents) each.

The purchase price included accrued dividends due by ASPA in respect of these shares of Class A Preferred Stock in the amount of $11,250 (Eleven thousand two hundred and fifty dollars). This accounts for dividends for the period: May 1, 2011 to July 31, 2015.

The purchase price in the amount of $61,250 (Sixty one thousand two hundred and fifty dollars) was settled through the issuance of 61,250 (Sixty one thousand two hundred and fifty) GNCC shares of Series B Convertible Preferred Stock and a price of $1 (One dollar) each.

GNCC has no immediate plans to convert these shares of ASPA Class A Preferred Stock into shares of ASPA Common Stock. ASPA has authorization to issue up to a total of 250,000,000 shares of Common Stock.

*Clark Copper Mines, LLC ("Clark") was issued these ASPA shares of Class A Preferred Stock on May 1, 2011. It is furthermore recorded that Clark is a disinterested third party and is not an Insider nor an Affiliate of either ASPA or GNCC.

GNCC STOCKHOLDING IN ASPA GOLD CORP. AS AT JULY 30, 2015

GNCC acquired the amount of 142,500,000 (One hundred and forty two million five hundred thousand) restricted* shares in ASPA from North American Gold & Minerals Fund ("NMGL") on December 1, 2014. At that time, GNCC controlled an amount of 70.13% of ASPA shares of outstanding Common Stock. NMGL ceased to have any interests in ASPA from December 1, 2014.

GNCC was unable to acquire these shares of ASPA Common Stock prior to this date as NMGL had an agreement with ASPA, which prohibited NMGL from disposing of its shares of ASPA Common Stock until November 30, 2014.

NMGL was indebted to GNCC in the amount of $265,000 (Two hundred and sixty five thousand dollars). GNCC agreed to cancel this loan to NMGL in settlement of the purchase price in respect of these 142,500,000 (One hundred and forty two million five hundred thousand) restricted shares in ASPA.

As at July 30, 2015, ASPA has an amount of 203,183,057 (Two hundred and three million one hundred and eighty three thousand and fifty seven) outstanding shares of Common Stock.

*These shares of ASPA Common Stock acquired by GNCC are restricted in terms of Rule 144 and are not eligible to have the restricted legend removed as ASPA is deemed to be a "Shell Company" under the Act.

As at July 30, 2015, GNCC holds 70.13% of ASPA shares of outstanding Common Stock and 100% of its outstanding shares of Class A Preferred Stock.

RATIONALE FOR GNCC ACQUISITION OF ASPA SHAREHOLDINGS

The Directors of GNCC, Mr. R Y Lowenthal and Mr. N E Blom, being the Directors of both GNCC and ASPA, elected to manage both GNCC and ASPA for the mutual benefit of the stockholders of both ASPA and of GNCC, hence the acquisition by GNCC of that initial and now subsequent interest in ASPA. It was decided that the division of Management's time that is expended upon these two Corporations should be of benefit to the stockholders of both GNCC and of ASPA.

DISCLOSURES

On December 1, 2014, being the time when GNCC acquired the amount of 142,500,000 (One hundred and forty two million five hundred thousand) shares in ASPA from NMGL; GNCC Directors, Mr. N E Blom and Mr. R Y Lowenthal both serve as Directors of ASPA.

At the same time, December 1, 2014, GNCC Director, Mr. R Y Lowenthal served as a Director of NMGL. It is recorded that Mr. R Y Lowenthal is not a Director of NMGL as at July 30, 2015. Mr. Lowenthal remains a stockholder of NMGL.

Mr. N E Blom and Mr. R Y Lowenthal remain as Directors and stockholders of ASPA.

The market value of ASPA was deemed to be of no consequence in determining the value of the shares of Common Stock acquired by GNCC as ASPA's shares rarely traded on the OTC Markets and it was designated with a STOP sign on the OTC Markets. The loan to NMGL was considered to irrecoverable in the foreseeable future.

NOTE:-

Neither NMGL nor ASPA are SEC Filers nor are they OTC Market Filers. Neither ASPA nor NMGL is obliged to, nor have they, reported upon these events outlined in this filing. It is recorded that Mr. R Y Lowenthal is not a Director of NMGL as at July 30, 2015 and he has no influence over NMGL Officer(s) Actions at this time.

ABOUT ASPA GOLD CORP.

ASPA Gold Corp. is quoted on the OTC Markets under the Trading Symbol “RENS”. The Company operates in the Mining Exploration Sector.

ACCOUNTING TREATMENT:-

In GNCC’s First Quarter Ended December 31, 2014 (This Q1 Report currently being finalized), the loan from GNCC to NMGL has been eliminated. The GNCC stockholding in ASPA shares of Common Stock, has been accounted for at GNCC’s purchase price, that being $265,000 (Two hundred and sixty five thousand dollars), regardless of the market price of the ASPA shares of Common Stock from time to time. The Market Value of GNCC’s shares of ASPA Common Stock on July 30, 2015 is approximately $1,400,000, this is value is considered by the GNCC Directors to be irrelevant given the illiquidity of that company’s stock.

The accrued dividends to date, that are owed by ASPA on the shares of Class A Preferred Stock in the amount of $11,250 (Eleven thousand two hundred and fifty dollars) have been treated as an unsecured interest free loan from GNCC to ASPA. All future dividends on these ASPA shares of Class A Preferred Stock shall be accounted for by GNCC, in the same manner.

The shares of ASPA Class A Preferred Stock acquired by GNCC in ASPA on July 30, 2015 will be accounted at cost; in the Financial Statements in Q4, being the year ended September 30, 2015.

The GNCC shares Series of Series B Convertible Preferred Stock issued and in the amount of $61,250 (Sixty one thousand two hundred and fifty dollars) will be capitalized in the Financial Year ending on September 30, 2015.

ASPA has an outstanding loan due to GNCC in the amount $103,700, this will continue to be accounted for as an unsecured interest free loan.

GNCC is treating its stockholding in ASPA as an investment and will not be consolidating ASPA in the GNCC Financial Statements at this time. Going forward, this accounting treatment may well be amended in the future, dependent upon a number of unresolved issues.

GNCC does not consider its stockholdings in ASPA to be a material item at this time.

GNCC INTENTIONS IN RESPECT OF ITS STOCKHOLDING IN ASPA GOLD CORP.

GNCC is expending funds on ASPA State Filings and other creditors pertaining to ASPA. All additional funds advanced by GNCC to ASPA will be treated as an interest free unsecured loan at this time. The GNCC Directors remain committed to re-organize ASPA in order to establish it as a Current Information Filer on the OTC Markets, as has been previously stated in previous GNCC Filings.

In addition to the aforementioned, ASPA needs to apply to the DTCC in order to become a "DTC Eligible Issuer".

The re-organization of ASPA includes but is not limited to:-

- Possible acquisition of additional shares of ASPA Common Stock by GNCC; and
- The elimination of all debt carried by ASPA; and
- A re-evaluation of ASPA's previous objectives in Mining Exploration.

It is recorded that there will not be neither a Forward nor a Reverse split of ASPA's shares of Common Stock.

GNCC will over time explore possible synergies in respect of Mining Exploration, with ASPA. GNCC will not be acquiring any assets or any other interests from ASPA. ASPA shall continue to remain independent of GNCC.

GNCC Directors did not expect its stockholding in ASPA to be of material benefit to GNCC until such time as the above-mentioned reorganization of ASPA has been finalized.

DATED: JULY 31, 2015

RONALD YADIN LOWENTHAL
EXECUTIVE CHAIRMAN

NICOLAAS EDWARD BLOM
DIRECTOR

EXHIBITS:-

Certificate of Designation of ASPA Gold Corp. Shares of Class A Preferred Stock.

EXHIBIT A
TERMS OF CLASS “A” PREFERRED STOCK

The Amended Articles of Incorporation provide, further, that the Board of Directors of the Corporation is authorized to issue from time to time shares of Preferred Stock, par value $0.0001 per share, in one or more series and has authorized the creation of the series of Preferred Stock hereinafter provided for and has established the voting rights thereof, and said Board of Directors has adopted, the following resolution (which includes the voting powers of such series as authorized by the Board of Directors) creating a series of Ten Million (10,000,000) shares of Preferred Stock, par value $0.0001 per share, designated as Class A Cumulative Convertible Preferred Stock, as follows:

RESOLVED that pursuant to the authority expressly vested in the Board of Directors of this Corporation in accordance with the provisions of its Certificate of Incorporation, a series of Preferred Stock of the Corporation, par value $0.0001 per share, be and it hereby is, created, and that the designation and amount thereof and the voting powers preferences and relative, participating, operational and other special rights of the shares of such series, and the qualifications, limitation or restrictions thereof are as follows:

Section 1. Number of Shares and Designation. Ten Million (10,000,000) shares of the Preferred Stock, par value $0.0001 per share, of the Corporation are hereby constituted as a series of the Preferred Stock designated as Class A Cumulative Convertible Preferred Stock (the "Convertible Preferred Stock").

Section 2. Definitions. For purposes of the Convertible Preferred Stock, the following terms shall have the meanings indicated:

"Board of Directors" shall mean the board of directors of the Corporation or any committee authorized by such board of directors to perform any of its responsibilities with respect to the Convertible Preferred Stock.

"Business Day" shall mean any day other than a Saturday, Sunday or a day on which state or federally chartered banking institutions in New York, New York are not required to be open.

"Common Stock" shall mean the Common Stock of the Corporation, par value $0.001 per share.

"Constituent Person" shall have the meaning set forth in paragraph (E) of Section 6 hereof.

"Conversion Price" shall mean the conversion price per share of Common Stock for which the Convertible Preferred Stock is convertible; as such Conversion Price may be adjusted pursuant to Section 6 hereof. The initial Conversion Price will be $0.10 per share of Common Stock.

"Current Market Price" of publicly traded shares of Common Stock or any other class of capital stock or other security of the Corporation or any other issuer for any day shall mean the last reported sales price, regular way on such day, or, if no sale takes place on such day, the average of the reported closing bid and asked prices on such day, regular way, in either case as reported on the principal national securities exchange on which such security is listed or admitted for trading or, if not listed or admitted for trading on any national securities exchange, on the National Market System of the National Association of Securities Dealers, Inc. Automated Quotations System ("NASDAQ") or, if such security is not quoted on such National Market System, the average of the closing bid and asked prices on such day in the over-the-counter market as reported by NASDAQ or, if bid and asked prices for such security on such day shall not have been reported through NASDAQ, the average of the bid and asked prices on such day as furnished by any brokerage firm regularly making a market in such security selected for such purpose by the Board of Directors.

"Dividend Payment Date" shall mean January 1, April 1, July 1 and October 1 in each year, commencing on July 1, 2011; provided, however, that if any Dividend Payment Date falls on any day other than a Business Day, the dividend payment due on such Dividend Payment Date shall be paid on the Business Day immediately following such Dividend Payment Date.

"Dividend Periods" shall mean quarterly dividend periods commencing on January 1, April 1, July 1 and October 1 of each year and ending on and including the day preceding the first day of the next succeeding Dividend Period (other than the initial Dividend Period, which shall commence on the Issue Date and end on and include June 30, 2011).

“Dividend Preference” shall mean 5% (five percent) of the Stated Value per annum.

"Fair Market Value" shall mean the average of the daily Current Market Prices of a share of Common Stock during the Trading Days included in the 30 calendar days next preceding the earlier of the day in question and the day before the "ex" date with respect to the issuance or distribution requiring such computation. The term "'ex' date", when used with respect to any issuance or distribution, means the first day on which the Common Stock trades regular way, without the right to receive such issuance or distribution, on the exchange or in the market, as the case may be, used to determine that day's Current Market Price.

“First Conversion Date” shall mean January 31, 2012.

"Issue Date" shall mean the first date on which shares of Convertible Preferred Stock are issued and sold.

"Junior Stock" shall mean the Common Stock and any other class or series of stock of the Corporation over which the Convertible Preferred Stock has preference or priority in the payment of dividends or in the distribution of assets on any liquidation, dissolution or winding up of the Corporation.

"non-electing share" shall have the meaning set forth in paragraph **(E)** of Section 6 hereof.

"Parity Stock" shall mean any other class or series of stock of the Corporation which ranks on a parity with the Convertible Preferred Stock as to payment of dividends or in the distribution of the assets on any liquidation, dissolution or winding up of the Corporation.

"Person" shall mean any individual, firm, partnership, corporation or other entity, and shall include any successor (by merger or otherwise) of such entity.

"Securities" shall have the meaning set forth in paragraph (D) (iii) of Section 6 hereof.

"set apart for payment" shall be deemed to include, without any action other than the following, the recording by the Corporation in its accounting ledgers of any accounting or bookkeeping entry which indicates, pursuant to a declaration of dividends or other distribution by the Board of Directors, the allocation of funds to be so paid on any series or class of capital stock of the Corporation; provided, however, that if any funds for any class or series of Junior Stock or any parity stock are placed in a separate account of the Corporation or delivered to a disbursing, paying or other similar agent, then during the period that any such funds remain in such account or with such agent, "set apart for payment" with respect to the Convertible Preferred Stock shall mean placing such funds in a separate account or delivering such funds to a disbursing, paying or other similar agent.

"Stated Value" shall mean $0.10 per share of Convertible Preferred Stock.

"Trading Day" shall mean any day on which the securities in question are traded on the principal national securities exchange on which such securities are listed or admitted, or if not listed or admitted for trading in any national securities exchange, on the National Market System of the NASDAQ, or if such securities are not quoted on such National Market System, in the applicable securities market in which the securities are traded.

"Transaction" shall have the meaning set forth in paragraph (E) of Section 6 hereof.

"Transfer Agent" shall mean Securities Transfer Corporation or such other agent or agents of the Corporation as may be designated by the Board of Directors as the transfer agent for the Convertible Preferred Stock.

Section 3. Dividends.

(A) The holders of shares of the Convertible Preferred Stock shall be entitled to receive, when, as and if declared by the Board of Directors out of assets legally available for that purpose, dividends payable in cash in the amount of the Dividend Preference for each share of Convertible Preferred Stock. Such dividends shall be cumulative from the Issue Date, whether or not in any Dividend Period or Dividend Periods there shall be assets of the corporation legally available for the payment of such dividends, and shall be payable quarterly, when, as and if declared by the Board of Directors, in arrears on Dividend Payment Dates, commencing on July 1, 2011. Each such dividend shall be payable in arrears to the holders of record and shares of the Convertible Preferred Stock, as they appear on the stock records of the Corporation at the close of business on such record dates, which shall not be more than 60 days nor less than 10 days preceding the payment dates thereof, as shall be fixed by the Board of Directors. Accrued and unpaid dividends for any past Dividend Periods may be declared and paid at any time, without reference to any Dividend Payment Date, to holders of record on such date, not exceeding 45 days preceding the payment date thereof, as may be fixed by the Board of Directors.

(B) The amount of dividends payable for each full Dividend Period for the Convertible Preferred Stock shall be computed by dividing the annual dividend rate by four. The amount of dividends payable for the initial Dividend Period, or any other period shorter or longer than a full Dividend Period, on the Convertible Preferred Stock shall be computed on the basis of twelve 30-day months and a 360-day year. Holders of shares of Convertible Preferred Stock shall not be entitled to any dividends, whether payable in cash, property or stock, in excess of cumulative dividends, as herein provided, on the Convertible Preferred Stock. No interest, or sum of money in lieu of interest, shall be payable in respect of any dividend payment or payments on the Convertible Preferred Stock that may be in arrears.

(C) So long as any shares of the Convertible Preferred Stock are outstanding, no dividends, except as described in the next succeeding sentence, shall be declared or paid or set apart for payment on any Parity Stock for any period unless full cumulative dividends have been or contemporaneously are declared and paid or declared and a sum sufficient for the payment thereof set apart for such payment on the Convertible Preferred Stock for all Dividend Periods terminating on or prior to the date of payment of the dividend on such Parity Stock. When dividends are not paid in full or a sum sufficient for such payment is not set apart, as aforesaid, all dividends declared upon shares of the Convertible Preferred Stock and all dividends declared upon any Parity Stock shall be declared ratably in proportion to the respective amounts of dividends accumulated and unpaid on the Convertible Preferred Stock and accumulated and unpaid on such Parity Stock.

(D) So long as any shares of the Convertible Preferred Stock are outstanding, no dividends (other than dividends or distributions paid in shares of, or options, warrants or rights to subscribe for or purchase shares of, Junior Stock) shall be declared or paid or set apart for payment or other distribution declared or made upon Junior Stock, nor shall any Junior Stock or any Parity Stock be redeemed, purchased or otherwise acquired (other than a redemption, purchase or other acquisition of shares of Common Stock made for purposes of an employee incentive or benefit plan of the Corporation or any subsidiary) for any consideration (or any moneys be paid to or made available for a sinking fund for the redemption of any shares of any such stock) by the Corporation, directly or indirectly (except by conversion into or exchange for Junior Stock), unless in each case all accrued and unpaid dividends on all outstanding shares of the Convertible Preferred Stock and any Parity Stock shall have been paid or funds have been set apart for payment of such dividends for all past Dividend Periods with respect to the Convertible Preferred Stock and all past Dividend Periods with respect to such Parity Stock.

Section 4. Payments upon Liquidation.

In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation ("Liquidation"), the holders of the shares of Convertible Preferred Stock shall be entitled to receive an amount per share equal to the Stated Value plus all accrued and unpaid dividends thereon prior to any payment or distribution to the holders of the Junior Stock. If upon Liquidation the assets of the Corporation shall be insufficient to distribute the Stated Value plus all accrued and unpaid dividends thereon of the Convertible Preferred Stock and any stated value or liquidation preference and accrued and unpaid dividends payable to holders of shares of the Parity Stock, said assets shall be distributed ratably among the holders of the Convertible Preferred Stock and the Parity Stock. For the purposes of this Section 4, (i) a consolidation, merger or business combination of the corporation with or into one or more corporations, or (ii) a sale or transfer of all or substantially all of the Corporation's assets, shall not be deemed to be a liquidation, dissolution or winding up, voluntary or involuntary, of the Corporation.

Section 5. Shares to Be Retired. All shares of Convertible Preferred Stock which shall have been issued and reacquired in any manner by the Corporation (excluding, until the corporation elects to retire them, shares which are held as treasury shares) shall be restored to the status of authorized but unissued shares of Preferred Stock, without designation as to series.

Section 6. Conversion. Holders of shares of Convertible Preferred Stock shall have the right to convert all or a portion of such shares into shares of Common Stock, as follows:

(A) Subject to and upon compliance with the provisions of this Section 6, a holder of shares of Convertible Preferred Stock shall have the right, at his or her option, at any time after the Issue Date, to convert such shares into the number of fully paid and nonassessable shares of Common Stock obtained by dividing the aggregate Stated Value of such shares plus any accrued and unpaid dividends thereon by the Conversion Price (as in effect on the date provided for in the last paragraph of paragraph (B) of this Section 6) by surrendering such shares to be converted, such surrender to be made in the manner provided in paragraph (B) of this Section 6. Certificates will be issued for the remaining shares of Convertible Preferred Stock in any case in which fewer than all of the shares of Convertible Preferred Stock represented by a certificate are converted.

(B) In order to exercise the conversion right, the holder of shares of Convertible Preferred Stock to be converted shall surrender the certificate or certificates representing such shares, duly endorsed or assigned to the Corporation or in blank, at the office of the Transfer Agent, accompanied by written notice to the Corporation that the holder thereof elects to convert Convertible Preferred Stock. Unless the shares issuable on conversion are to be issued in the same name as the name in which such share of Convertible Preferred Stock is registered, each share surrendered for conversion shall be accompanied by instruments of transfer, in the form satisfactory to the Corporation, duly executed by the holder or such holder's duly authorized attorney and an amount sufficient to pay any transfer or similar tax (or evidence reasonably satisfactory to the Corporation demonstrating that such taxes have been paid).

Holders of shares of Convertible Preferred Stock at the close of business on a dividend payment record date shall be entitled to conversion of the dividend payable on such shares on the corresponding Dividend Payment Date notwithstanding the conversion thereof following such dividend payment record date and prior to such Dividend Payment Date. However, shares of Convertible Preferred Stock surrendered for conversion during the period between the close of business on any dividend payment record date and the opening of business on the corresponding Dividend Payment Date must be accompanied by payment of an amount equal to the dividend payable on such shares on such Dividend Payment Date. A holder of shares of Convertible Preferred Stock on a dividend payment record date who (or whose transferee) tenders any such shares for conversion into shares of Common Stock on such Dividend Payment Date will be entitled to conversion of the dividend payable by the Corporation on such shares of Convertible Preferred Stock on such date, and the converting holder need not include payment of the amount of such dividend upon surrender of shares of Convertible Preferred Stock for conversion. Except as provided above, the Corporation shall make no payment or allowance for unpaid dividends, whether or not in arrears, on converted shares or for dividends on the shares of Common Stock issued upon such conversion.

As promptly as practicable after the surrender of certificates for shares of Convertible Preferred Stock as aforesaid, the Corporation shall issue and deliver at such office to such holder, or on his or her written order, a certificate or certificates for the number of full shares of Common Stock issuable upon the conversion of such shares in accordance with the provisions of this Section 6, and any fractional interest in respect of a share of Common Stock arising upon such conversion shall be settled as provided in paragraph (C) of this Section 6.

Each conversion shall be deemed to have been effected immediately prior to the close of business on the date on which the certificates for shares of Convertible Preferred Stock shall have been surrendered and such notice (and if applicable payment of an amount equal to the dividend payable on such shares) received by the Corporation as aforesaid, and the person or persons in whose name or names any certificate or certificates for shares of Common Stock shall be issuable upon such conversion shall be deemed to have become the holder or holders of record of the shares represented thereby at such time on such date and such conversion shall be at the Conversion Price in effect at such time on such date, unless the stock transfer books of the Corporation shall be closed on that date, in which event such person or persons shall be deemed to have become such holder or holders of record at the close of business on the next succeeding day on which such stock transfer books are open, but such conversion shall be at the Conversion Price in effect on the date upon which such shares shall have been surrendered and such notice received by the Corporation.

(C) No fractional shares or scrip representing fractions of shares of Common Stock shall be issued upon conversion of the Convertible Preferred Stock. Instead of any fractional interest in a share of Common Stock that would otherwise be deliverable upon the conversion of a share of Convertible Preferred Stock, the Corporation shall pay to the holder of such share an amount in cash based upon the Current Market Price of Common Stock on the Trading Day immediately preceding the date of conversion. If more than one share shall be surrendered for conversion at one time by the same holder, the number of full shares of Common Stock issuable upon conversion thereof shall be computed on the basis of the aggregate number of shares of Convertible Preferred Stock so surrendered.

(D) The Conversion Price shall be adjusted from time to time as follows:

(i) If the Corporation shall after the Issue Date (A) pay a dividend or make a distribution on its capital stock in shares of its Common Stock, (B) subdivide its outstanding Common Stock into a greater number of shares, (C) [INTENTIONALLY OMITTED] or (D) issue any shares of capital stock by reclassification of its Common Stock, the Conversion Price in effect at the opening of business on the day next following the date fixed for the determination of stockholders entitled to receive such dividend or distribution or at the opening of business on the day next following the day on which such subdivision, combination or reclassification becomes effective, as the case may be, shall be adjusted so that the holder of any share of Convertible Preferred Stock thereafter surrendered for conversion shall be entitled to receive the number of shares of Common Stock that such holder would have owned or have been entitled to receive after the happening of any of the events described above had such share been converted immediately prior to the record date in the case of a dividend or distribution or the effective date in the case of a subdivision, combination or reclassification. An adjustment made pursuant to this subparagraph (i) shall become effective immediately after the opening of business on the day next following the record date (except as provided in paragraph **(H)** below) in the case of a dividend or distribution and shall become effective on the day next following the effective date in the case of a subdivision, combination or reclassification.

(ii) If the Corporation shall issue after the Issue Date rights or warrants to all holders of Common Stock entitling them (for a period expiring within 45 days after the record date mentioned below) to subscribe for or purchase Common Stock or Securities which are convertible into Common Stock at a price per share less than the Fair Market Value per share of Common Stock on the record date for the determination of stockholders entitled to receive such rights or warrants, then the Conversion Price in effect at the opening of business on the day next following such record date shall be adjusted to equal the price determined by multiplying (I) the Conversion Price in effect immediately prior to the opening of business on the day next following the date fixed for such determination by (II) a fraction, the numerator of which shall be the sum of (A) the number of shares of Common Stock outstanding on the close of business on the date fixed for such determination and (B) the number of shares that the aggregate proceeds to the Corporation from the exercise of such rights or warrants for Common Stock would purchase at such Fair Market Value, and the denominator of which shall be the sum of (A) the number of shares of Common Stock outstanding on the close of business on the date fixed for such determination and (B) the number of additional shares of Common Stock offered for subscription or purchase pursuant to such rights or warrants Such adjustment shall become effective immediately after the opening of business on the day next following such record date (except as provided in paragraph (H) below). In determining whether any rights or warrants entitle the holders of Common Stock to subscribe for or purchase shares of Common Stock at less than such Fair Market Value, there shall be taken into account any consideration received by the Corporation upon issuance and upon exercise of such rights or warrants, the value of such consideration, if other than cash, to be determined by valuation of the Board of Directors.

(iii) If the Corporation shall distribute to all holders of its Common Stock any shares of capital stock of the Corporation (other than Common Stock) or evidence of its indebtedness or assets (excluding any cash dividends or distributions paid from profits or surplus of the Corporation or referred to in subparagraph (i) above or any stock, securities or other property received pursuant to paragraph 6(E) below) or rights or warrants to subscribe for or purchase any of its securities (excluding those rights and warrants issued to all holders of Common Stock entitling them for a period expiring within 45 days after the record date referred to in subparagraph (ii) above to subscribe for or purchase Common Stock, which rights and warrants are referred to in and treated under subparagraph (ii) above) (any of the foregoing being hereinafter in this subparagraph (iii) called the "Securities"), then in each such case the Conversion Price shall be adjusted so that it shall equal the price determined by multiplying (I) the Conversion Price in effect immediately prior to the close of business on the date fixed for the determination of stockholders entitled to receive such distribution by (II) a fraction, the numerator of which shall be the Fair Market Value per share of the Common Stock on the record date mentioned below less the then Fair Market Value (as determined by the Board of Directors, whose determination shall be conclusive) of the portion of the capital stock or assets or evidences of indebtedness so distributed or of such rights or warrants applicable to one share of Common Stock, and the denominator of which shall be the Fair Market Value per share of the Common Stock on the record date mentioned below. Such adjustment shall become effective immediately at the opening of business on the Business Day next following (except as provided in paragraph (H) below) the record date for the determination of shareholders entitled to receive such distribution. For the purposes of this subparagraph (iii), the distribution of a Security, which is distributed not only to the holders of the Common Stock on the date fixed for the determination of stockholders entitled to such distribution of such Security, but also is distributed to the holders of the Convertible Preferred Stock (assuming for purposes of this subparagraph (iii) that such shares of Convertible Preferred Stock have been converted) or reserved for distribution with each share of Common Stock delivered to a person converting a share of Convertible Preferred Stock after such determination date, shall not require an adjustment of the Conversion Price pursuant to this subparagraph (iii); provided that on the date, if any, on which a Person converting a share of Convertible Preferred Stock would no longer be entitled to receive such Security with a share of Common Stock (other than as a result of the termination of all such Securities), a distribution of such Securities shall be deemed to have occurred and the Conversion Price shall be adjusted as provided in this subparagraph (iii) (and such day shall be deemed to be "the date fixed for the determination of the stockholders entitled to receive such distribution" and "the record date" within the meaning of the two preceding sentences).

(iv) No adjustment in the Conversion Price shall be required unless such adjustment would require a cumulative increase or decrease of at least 1% in such price; provided, however, that any adjustments that by reason of this subparagraph (iv) are not required to be made shall be carried forward and taken into account in any subsequent adjustment until made; and provided, further, that any adjustment shall be required and made in accordance with the provisions of this Section 6 (other than this subparagraph (iv)) not later than such time as may be required in order to preserve the tax-free nature of a distribution to the holders of shares of Common Stock. Notwithstanding any other provisions of this Section 6, the Corporation shall not be required to make any adjustment of the Conversion Price for the issuance of any shares of Common Stock pursuant to any plan providing for the reinvestment of dividends in securities of the Corporation. All calculations under this Section 6 shall be made to the nearest cent (with $.005 being rounded upward) or to the nearest 1/10 of a share (with .05 of a share being rounded upward), as the case may be. Anything in this paragraph (D) to the contrary notwithstanding, the Corporation shall be entitled, to the extent permitted by law, to make such reductions in the Conversion Price, in addition to those required by this paragraph **(D),** as it in its discretion shall determine to be advisable in order that any stock dividends, subdivision of shares, reclassification or combination of shares, distribution of rights or warrants to purchase stock or securities, or a distribution of other assets (other than cash dividends) hereafter made by the Corporation to its stockholders shall not be taxable.

(E) If the Corporation shall be a party to any transaction (including without limitation a merger, consolidation, sale of all or substantially all of the Corporation's assets or recapitalization of the Common Stock and excluding any transaction as to which subparagraph **(D) (i)** of this Section 6 applies) (each of the foregoing being referred to herein as a "Transaction"), in each case as a result of which shares of Common Stock shall be converted into the right to receive stock, securities or other property (including cash or any combination thereof), each share of Convertible Preferred Stock which is not converted into the right to receive stock, securities or other property in connection with such Transaction shall thereafter be convertible into the kind and amount of shares of stock, securities and other property (including cash or any combination thereof) receivable upon the consummation of such Transaction by a holder of that number of shares or fraction thereof of Common Stock into which one share of Convertible Preferred Stock was convertible immediately prior to such Transaction, assuming such holder of Common Stock (i) is not a Person with which the Corporation consolidated or into which the Corporation merged or which merged into the Corporation or to which such sale or transfer was made, as the case may be ("Constituent Person"), or an affiliate of a Constituent Person and (ii) failed to exercise his or her rights of election, if any, as to the kind or amount of stock, securities and other property (including cash) receivable upon such Transaction (provided that if the kind or amount of stock, securities and other property (including cash) receivable upon such Transaction is not the same for each share of Common Stock of the Corporation held immediately prior to such Transaction by other than a Constituent Person or an affiliate thereof and in respect of which such rights of election shall not have been exercised ("non-electing share"), than for the purpose of this paragraph **(E)** the kind and amount of stock, securities and other property (including cash) receivable upon such Transaction by each non-electing share shall be deemed to be the kind and amount so receivable per share by the plurality of the non-electing shares). The Corporation shall not be a party to any Transaction unless the terms of such Transaction are consistent with the provisions of this paragraph (E) and it shall not consent or agree to the occurrence of any Transaction until the Corporation has entered into an agreement with the successor or purchasing entity, as the case may be, for the benefit of the holders of the Convertible Preferred Stock that will contain provisions enabling the holders of the Convertible Preferred Stock that remains outstanding after such Transaction to convert into the consideration received by holders of Common Stock at the Conversion Price in effect immediately prior to such Transaction. The provisions of this paragraph (E) shall similarly apply to successive Transactions.

(F) If:

(i) the Corporation shall declare a dividend (or any other distribution) on the Common Stock (other than in cash out of profits or surplus); or

(ii) the Corporation shall authorize the granting to the holders of the Common Stock of rights or warrants to subscribe for or purchase any shares of any class or any other rights or warrants; or

(iii) there shall be any reclassification of the Common Stock (other than an event to which subparagraph **(D)** (i) of this Section 6 applies) or any consolidation or merger to which the Corporation is a party and for which approval of any stockholders of the Corporation is required, or the sale or transfer of all or substantially all of the assets of the Corporation as an entirety; or

(iv) there shall occur the voluntary or involuntary liquidation, dissolution or winding up of the Corporation,

then the Corporation shall cause to be filed with the Transfer Agent and shall cause to be mailed to the holders of shares of the Convertible Preferred Stock at their address as shown on the stock records of the Corporation, as promptly as possible, but at least 15 days prior to the applicable date hereinafter specified, a notice stating (A) the date on which a record is to be taken for the purpose of such dividend, distribution or rights or warrants, or, if a record is not to be taken, the date on which the holders of Common Stock of record to be entitled to such dividend, distribution or rights or warrants are to be determined or (B) the date on which such reclassification, consolidation, merger, sale, transfer, liquidation, dissolution or winding up is expected to become effective, and the date on which it is expected that holders of Common Stock of record shall be entitled to exchange their shares of Common Stock for securities or other property, if any, deliverable upon such reclassification, consolidation, merger, sale, transfer, liquidation, dissolution or winding up. Failure to give or receive such notice or any defect therein shall not affect the legality or validity of the proceedings described in this Section 6.

(G) Whenever the Conversion Price is adjusted as herein provided, the Corporation shall promptly file with the Transfer Agent an officer's certificate setting forth the Conversion Price after such adjustment and setting forth a brief statement of the facts requiring such adjustment which certificate shall be prima facie evidence of the correctness of such adjustment. Promptly after delivery of such certificate, the Corporation shall prepare a notice of such adjustment of the Conversion Price setting forth the adjusted Conversion Price and the effective date of such adjustment and shall mail such notice of such adjustment of the Conversion Price to the holder of each share of Convertible Preferred Stock at such holder's last address as shown on the stock records of the Corporation.

(H) In any case in which paragraph (D) of this Section 6 provides that an adjustment shall become effective on the day next following a record date for an event, the Corporation may defer until the occurrence of such event (A) issuing to the holder of any share of Convertible Preferred Stock converted after such record date and before the occurrence of such event the additional shares of Common Stock issuable upon such conversion by reason of the adjustment required by such event over and above the Common Stock issuable upon such conversion before giving effect to such adjustment and (B) paying to such holder any amount in cash in lieu of any fraction pursuant to paragraph (C) of this Section 6.

(I) For purposes of this Section 6, the number of shares of Common Stock at any time outstanding shall not include any shares of Common Stock then owned or held by or for the account of the Corporation. The Corporation shall not pay a dividend or make any distribution on shares of Common Stock held in the treasury of the Corporation.

(J) There shall be no adjustment of the Conversion Price in case of the issuance of any stock of the Corporation in a reorganization, acquisition or other similar transaction except as specifically set forth in this Section 6. If any action or transaction would require adjustment of the Conversion Price pursuant to more than one paragraph of this Section 6, only one adjustment shall be made and such adjustment shall be the amount of adjustment that has the highest absolute value to the holders of Convertible Preferred Stock as determined by the Board of Directors.

(K) If the Corporation shall take any action affecting the Common Stock, other then action described in this Section 6, that in the opinion of the Board of Directors would materially adversely affect the conversion rights of the holders of the shares of Convertible Preferred Stock, the Conversion Price for the Convertible Preferred Stock may be adjusted, to the extent permitted by law, in such manner, if any, and at such time, as the Board of Directors may determine to be equitable in the circumstances.

(L) The Corporation covenants that it will at all times reserve and keep available, free from preemptive rights, out of the aggregate of its authorized but unissued shares of Common Stock or its issued shares of Common Stock held in its treasury, or both, for the purpose of effecting conversion of the Convertible Preferred Stock, the full number of shares of Common Stock deliverable upon the conversion of all outstanding shares of Convertible Preferred Stock not theretofore converted. For purposes of this paragraph (L), the number of shares of Common Stock that shall be deliverable upon the conversion of all outstanding shares of Convertible Preferred Stock shall be computed as if at the time of computation all such outstanding shares were held by a single holder.

The Corporation covenants that any shares of Common Stock issued upon conversion of the Convertible Preferred Stock shall be validly issued, fully paid and non-assessable. Before taking any action that would cause an adjustment reducing the Conversion Price below the then-par value of the shares of Common Stock deliverable upon conversion of the Convertible Preferred Stock, the Corporation will take any corporate action that in the opinion of its counsel, may be necessary in order that the Corporation may validly and legally issue fully paid and non-assessable shares of Common Stock at such adjusted Conversion Price.

The Corporation shall endeavor to list the shares of Common Stock required to be delivered upon conversion of the Convertible Preferred Stock, prior to such delivery, upon each national securities exchange, if any, upon which the outstanding Common Stock is listed at the time of such delivery.

Prior to the delivery of any securities that the Corporation shall be obligated to deliver upon conversion of the Convertible Preferred Stock, the Corporation shall endeavor to comply with all federal and state laws and regulations thereunder requiring the registration of such securities with, or any approval of or consent to the delivery thereof by, any governmental authority.

(M) The Corporation will pay any and all documentary, stamp or similar issue or transfer taxes payable in respect of the issue or delivery of shares of Common Stock or other securities or property on conversion of the Convertible Preferred Stock pursuant hereto; provided, however, that the Corporation shall not be required to pay any tax that may be payable in respect of any transfer involved in the issue or payable in respect of any transfer involved in the issue or delivery of shares of Common Stock or other securities or property in a name other than that of the holder of the Convertible Preferred Stock to be converted and no such issue or delivery shall be made unless and until the person requesting any issue or delivery has paid to the Corporation the amount of any such tax or established, to the reasonable satisfaction of the Corporation, that such tax has been paid.

Section 7. Ranking. Any class or series of stock of the Corporation shall be deemed to rank:

(A) prior to the Convertible Preferred Stock, as to the payment of dividends and as to distributions of assets upon liquidation, dissolution or winding up, if the holders of such class or series shall be entitled to the receipt of dividends and of amounts distributed upon liquidation, dissolution or winding up in preference or priority to the holders of Convertible Preferred Stock;

(B) on a parity with the Convertible Preferred Stock, as to the payment of dividends and as to distribution of assets upon liquidation, dissolution or winding up, whether or not the dividend rates, dividend payment dates or redemption or liquidation prices per share thereof be different from those of the Convertible Preferred Stock, if the holders of such class of stock or series and the Convertible Preferred Stock shall be entitled to the receipt of dividends and of amounts distributable upon liquidation, dissolution or winding up in proportion to their respective amounts of accrued and unpaid dividends per share, without preference or priority one over the other; and

(C) junior to the Convertible Preferred Stock, as to the payment of dividends or as to the distribution of assets upon liquidation, dissolution or winding up, if such stock or series shall be Common Stock or if the holders of Convertible Preferred Stock shall be entitled to receipt of dividends or of amounts distributable upon liquidation, dissolution or winding up in preference or priority to the holders of shares of such stock or series.

Section 8. Voting. (A) Unless the affirmative vote of the holders of a greater number of shares shall then be required by law, the affirmative vote of the holders of at least 66-2/3% of all of the outstanding shares of Convertible Preferred Stock, given in person or by proxy, by a vote at a meeting called for the purpose voting separately as a class, shall be necessary for authorizing, effecting or validating the amendment, alteration or repeal of any of the provisions of the Certificate of Incorporation or of any certificate amendatory thereof or supplement thereto (including any Certificate of Designations, Preferences and Rights or any similar document relating to any series of Preferred Stock) which would materially adversely affect the preferences, rights, powers or privileges of the Convertible Preferred Stock; provided, however, that the amendment of the provisions of the Certificate of Incorporation so as to authorize or create, or to increase the authorized amount of, any Junior Stock or Parity Stock shall not be deemed to materially adversely affect the preferences, rights, powers or privileges of Convertible Preferred Stock.

(B) Unless the affirmative vote or consent of the holders of a greater number of shares shall then be required by law, the consent of the holders of at least 66-2/3% of all of the outstanding shares of Convertible Preferred Stock and all other series of Parity Stock upon which such voting power shall have been conferred, given in person or by proxy, by a vote at a meeting called for the purpose at which the holders of shares of Convertible Preferred Stock and such Parity Stock shall vote together as a single class without regard to series, shall be necessary for authorizing, effecting or validating the creation, authorization or issue of any shares of any class of Preferred Stock as to dividends or upon liquidation, dissolution or winding up, or the reclassification of any authorized stock of the Corporation into any such prior shares, or the creation, authorization or issuance of any obligation or security convertible into or evidencing the right to purchase any such prior shares.

(C) On all other matters each share of Convertible Preferred Stock shall have one (1) vote per share. Except as otherwise required by applicable law or as set forth herein, the shares of Convertible Preferred Stock shall not have any relative, participating, optional or other special voting rights and powers and the consent of the holders thereof shall not be required for the taking of any corporate action.

Section 9. Determinations by the Board of Directors. Any determinations made in good faith by the Board of Directors of the Corporation under any provision of this Certificate of Designations, Preferences and Rights shall be final and binding on all stockholders (including holders of shares of Convertible Preferred Stock) of the Corporation.

Section 10. Record Holders. The Corporation and the Transfer Agent may deem and treat the record holder of any shares of Convertible Preferred Stock as the true and lawful owner thereof for all purposes, and neither the Corporation nor the Transfer Agent shall be affected by any notice to the contrary.



GNCC CAPITAL, INC.

SUPPLEMENTAL INFORMATION

ISSUANCE OF SHARES OF ADDITIONAL SERIES B CONVERTIBLE PREFERRED STOCK

EFFECTIVE: JULY 20, 2015

FILED: JULY 31, 2015

BACKGROUND:

On June 6, 2014, the Directors of GNCC Capital, Inc. filed a Certificate of Amendment of Certificate of Incorporation, with the Secretary of State in Delaware; to authorize the shares Series B Convertible Preferred Stock.

The salient terms of the shares of Series B Convertible Preferred Stock:-

Number of Authorized: 10,000,000 (Ten million)
Par Value: $0.00001
Intended Issue Price: $1.00

Convertible at the Holder's Option (AND ONLY after a period of one year from the date of Issuance) and into shares of Common Stock, at a pre-determined price per share of the Common Stock.

These shares of Series B Convertible Preferred Stock will not be admitted for trading on any market.

RATIONALE FOR THE AUTHORIZATION OF THE SHARES OF SERIES B CONVERTIBLE PREFERRED STOCK:

The Company will be issuing shares of Series B Convertible Preferred Stock to:-

1. Settle all of the Company's short term loans; and
2. Settle a number of the Company's outstanding Convertible Loan Notes; and
3. Raise cash to fund general corporate activities and for acquisitions.

THE SERIES B CONVERTIBLE PREFERRED STOCK DESIGNATION WAS FILED ON THE OTC MARKETS DISCLOSURE SERVICE ON JUNE 13, 2014.

ADDITIONAL ISSUANCES OF SHARES OF SERIES B CONVERTIBLE PREFERRED STOCK ON DECEMBER 30, 2014:

Stockholder Name	Amount of Series B Preferred Issued	Amount $	Note
Clark Copper Mines, LLC	61,250	61,250	1
TOTALS	**61,250**	**61,250**	

NOTES:

1. The Company issued 61,250 shares of Series B Convertible Preferred Stock to Clark Copper Mines, LLC on July 30, 2015 and at a price of $1.00 (One dollar) each, Par Value $0.00001; to settle an amount of $61,250. This arose from the Company's acquisition of 500,000 shares of ASPA Gold Corp. shares of Class A Preferred Stock plus accrued dividends, totaling $61,250.

ACCOUNTING TREATMENT OF THESE ISSUANCES:

The $61,250 issued in these shares of Series B Convertible Preferred Stock will be capitalized in this Fourth Quarter ending September 30, 2015 as Additional Paid In Capital as Stockholders Equity.

As at July 30, 2015, the Company had an amount of 6,576,702 shares of Series B Convertible Preferred Stock issued and outstanding.

DATED: JULY 31, 2015

RONALD YADIN LOWENTHAL
GNCC CAPITAL, INC.
EXECUTIVE CHAIRMAN



GNCC CAPITAL, INC.

SUPPLEMENTAL INFORMATION

ISSUANCE OF SHARES OF SERIES G CONVERTIBLE PREFERRED STOCK

EFFECTIVE: FEBRUARY 11, 2015

FILED: JULY 3, 2015

BACKGROUND:

On August 11, 2014, the Directors of GNCC Capital, Inc. filed a Certificate of Amendment of Certificate of Incorporation, with the Secretary of State in Delaware; to authorize the shares Series G Convertible Preferred Stock.

The salient terms of the shares of Series G Convertible Preferred Stock:-

Authorized: 2,000,000 (Two million)
Par Value: $0.00001
Intended Issue Price: $1.00

Convertible at the Holder's Option (AND ONLY after a period of 3 (Three) years from the date of Issuance) and into shares of Common Stock, at a pre-determined price per share of the Common Stock.

These shares of Series G Convertible Preferred Stock will not be admitted for trading on any market.

RATIONALE FOR THE AUTHORIZATION OF THE SHARES OF SERIES G CONVERTIBLE PREFERRED STOCK:

The Company will be issuing shares of Series G Convertible Preferred Stock to:-

1. Senior Executives of the Company in partial compensation for their services.

THE SERIES G CONVERTIBLE PREFERRED STOCK DESIGNATION WAS FILED ON THE OTC MARKETS DISCLOSURE SERVICE ON AUGUST 12, 2014.

ISSUANCES OF SHARES OF SERIES G CONVERTIBLE PREFERRED STOCK ON FEBRUARY 11, 2015:

Stockholder Name	Amount of Series G Preferred Issued	Amount $	Note
Nicolaas Edward Blom	37,500	37,500	1
TOTALS	**37,500**	**37,500**	

NOTES:

1. These shares were issued in settlement of 6 (Six months) salary commencing on February 11, 2015.

ACCOUNTING TREATMENT OF THESE ISSUANCES:

The $37,500 (Thirty seven thousand five hundred dollars) issued in these shares of Series G Convertible Preferred Stock will be capitalized in the Second Quarter ending March 31, 2015 as Additional Paid In Capital as Stockholders Equity.

As at August 3, 2015, the Company had an amount of 195,000 (One hundred and ninety five thousand) shares of Series G Convertible Preferred Stock issued and outstanding.

DATED: AUGUST 3, 2015

RONALD YADIN LOWENTHAL
GNCC CAPITAL, INC.
EXECUTIVE CHAIRMAN