

GNCC CAPITAL, INC.

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

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GNCC CAPITAL, INC.

SUPPLEMENTAL INFORMATION FILING

APPOINTMENT OF ADVISORY COMMITTEE MEMBER APPOINTMENT AGREEMENT WITH

DAVID JACK HARRIS

SEPTEMBER 19, 2014

ADVISORY COMMITTEE MEMBER APPOINTMENT AGREEMENT WITH DAVID JACK HARRIS:

On September 18, 2014, GNCC Capital, Inc. ("the Company") Directors' entered into a 3 (Three) year Agreement with David Jack Harris as a Member of the Company's Advisory Committee.

BACKGROUND:

Mr. David Jack Harris is the Chief Executive Officer and a Member of the Board of Directors of Reputation Managers, LLC, a Company acquired by GNCC Capital, Inc. on September 18, 2014.

DAVID JACK HARRIS RESUME:

David Harris is a successful entrepreneur, experienced and creative marketer with a proven track record. Throughout his career, he has consistently identified new growth opportunities, and built several successful businesses.

David's first business enterprise was in the clothing industry; David was a pioneer of sourcing and producing fashion apparel throughout the Far East and selling into Europe and the USA. David built several recognized brand names and sold to ever major fashion retailer. This business was successfully sold to a Hong Kong consortium.

David, through this, became a recognized expert in Brand development, import/export, building an international sales team and marketing. He was recruited as a consultant by Pepkor (South African conglomerate) to advice with their "internationalization", post-Apartheid. His role included UK acquisitions, training SA personnel and creating cross marketing opportunities with the group.

Subsequent to this, David was recruited by Barry Cox, (co-founder of Hard Rock), to act as CEO to build a worldwide energy drink brand, with sales of 18 million cases in its first 12-months. Responsibilities included: building international sales team, creation of brand through Formula 1 racing and manufacturing.

For the past decade, David has been involved with businesses that recognized the power of the internet.

In 2000 and until 2014, David co-founded eBridge, initially to provide advertising services to SBO's that had historically only used Yellow pages; Success followed, with 65,000 clients paying an average of $75 p/month. Recognizing the power of the data base the company commenced marketing other products including SEO, SEM services and Social Media. The company grew to $40 million in revenues; and was named the 16th fastest growing companies in LA by Inc. Magazine.

During this period, eBridge bought a majority shareholding in eVisibilty; David and Danny DeMichele worked closely together to grow the business, until it was sold to LSF Interactive in 2010. Danny DeMichele is an Executive Director of Reputation Managers, LLC, a company acquired by GNCC Capital, Inc. on September 17, 2014.

DATED: SEPTEMBER 19, 2014

RONALD YADIN LOWENTHAL
GNCC CAPITAL, INC.
EXECUTIVE CHAIRMAN

EXHIBIT:

Advisory Committee Member Appointment Agreement with David Jack Harris dated September 18, 2014.

ADVISORY COMMITTEE MEMBER APPOINTMENT AGREEMENT

ADVISORY COMMITTEE MEMBER APPOINTMENT AGREEMENT ("the Agreement") dated as of September 18, 2014 between:

GNCC Capital Inc., a Delaware Corporation
With its principal address being 244 5th Avenue, Suite # 2525, New York, NY 10001
("The Corporation")

And

David Jack Harris
Of 4200 Clear Valley Drive, Encino, CA 91436
("The Advisory Committee Member").

And

Stelan Real Estate Management, Inc.,
("Stelan")

WITNESSETH

WHEREAS, Advisory Committee Member has established his expertise in, among other things, brand development, international sales and marketing and vast experience in the use of Social Media. Advisory Committee Member is the Chief Executive Officer of the Company's wholly owned subsidiary Company, Reputation Managers, LLC.

WHEREAS, the Corporation desires to retain the Advisory Committee Member for a period of 3 (Three) years, commencing from the date of the signature of the Agreement; to perform, as an Advisory Committee Member to the Corporation on the terms set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements, and upon the terms and agreements subject to the conditions hereinafter set forth, the parties do hereby covenant and agree as follows:

Section 1. RETENTION OF THE ADVISORY COMMITTEE MEMBER

The Corporation engages the Advisory Committee Member whom accepts such engagement, subject to the terms and conditions of this Agreement.

Section 2. SERVICES

The Advisory Committee Member shall provide advisory services to the Corporation, its subsidiary companies and to its Directors in connection with the objectives.

Section 3. COMPENSATION

For services rendered by the Advisory Committee Member pursuant to this Agreement, the Corporation shall remunerate the Advisory Committee Member, as follows:

Compensation for Three Years Commencing on September 18, 2014

The Advisory Committee Member shall be compensated at the rate of $60,000 (Sixty thousand dollars) per annum, payable in equal quarterly installments.

It is agreed that the Advisory Committee Member be paid in unrestricted shares of the Corporation's Common Stock and not in cash.

Stelan has agreed to provide these shares of the Corporation's unrestricted Common Stock to the Advisory Committee Member on a quarterly basis; for and on behalf of the Corporation.

The Corporation through Stelan shall provide the Advisory Committee Member with an amount of $15,000 (Fifteen thousand dollars) of the Corporation's shares of unrestricted Common Stock in advance; and in each and every quarter commencing upon September 18, 2014 and terminating on July 18, 2017. It is recorded that the shares of the Corporation's unrestricted Common Stock in respect of compensation for the 3 (Three) month period commencing upon September 18, 2014 shall be issued by Stelan to the Advisory Committee Member on or before September 30, 2014. The number of shares of the Corporation's unrestricted Common Stock issued to the Advisory Committee Member shall be calculated by utilizing the average trading price of the Corporation's shares of Common Stock in the preceding 5 (Five) trading days prior to any such issuance to the Advisory Committee Member.

Additional compensation may be forthcoming depending on the contribution provided to the Corporation by the Advisory Committee Member as determined by the Committee of Directors from time to time.

The Corporation undertakes to reimburse Stelan Real Estate Management, Inc. at the price per share of the Corporation's Common Stock as detailed in this paragraph. Such reimbursement shall be through the issuance to Stelan by the Corporation of the Corporation's shares of Series B Convertible Preferred Stock at a price of $1.00 (One dollar) per share, Par Value $0.00001.

Section 4. EXPENSES

The Corporation shall reimburse the Advisory Committee Member up to a maximum of US$250.00 (Two hundred and fifty dollars) per month for phone charges and other miscellaneous expenses incurred in the normal pursuit of the Objectives as outlined in this Agreement.

In the event that the Advisory Committee Member incurs additional expenses while engaged in Corporation business, Advisory Committee Member shall obtain the prior written consent of the President of the Corporation. All such expenses incurred after receiving the prior written approval of the President of the Corporation shall be promptly reimbursed to the Advisory Committee Member.

The Corporation's consent hereunder shall not be unreasonably withheld or delayed. The Advisory Committee Member must provide receipts for all expenses to the Corporation before any reimbursement will be issued to the Advisory Committee Member.

Section 5. ADVISORY COMMITTEE MEMBER OBLIGATIONS

The Advisory Committee Member will be solely responsible for any and all damages or losses with respect to any and all equipment utilized by the Advisory Committee Member in the performance of services under this Agreement, and the Corporation will have no liability of any kind with respect thereto, regardless of cause or fault. Each party hereby indemnifies and holds the other, its directors, officers, agents and employees, harmless from and against any and all claims, actions, demands, damages, liabilities or expenses, including counsel fees against the other, its directors, officers, agents and employees, arising out of the indemnifying party's acts or omissions or breach of this Agreement. This excludes any public statements made by the Corporation that are either inaccurate or untrue in respect of the Advisory Committee Member as well as the Corporations obligations under Section 6 of this agreement.

Section 6. ADVISORY COMMITTEE MEMBER WARRANTIES

The Advisory Committee Member warrants that he is fully qualified to perform the services to the Corporation as described in this Agreement. Furthermore, the Advisory Committee Member warrants that the services performed will conform to generally accepted standards for the type of project involved and that he will use his best efforts to render the services required in a timely and diligent manner. Additionally, the Advisory Committee Member warrants that the rendering of the services hereunder, including any work product resulting from the services will not violate any rights including but not limited to intellectual property rights, of any persons, or laws.

The Advisory Committee Member warrants that during the past 10 (Ten) years, he has not been the subject of the following events:

1. A petition under the Federal bankruptcy laws or any state insolvency law was filed by or against, or a receiver, fiscal agent or similar officer was appointed by a court for the business or property of such person, or any partnership in which he was a general partner at or within two years before the time of such filing, or any corporation or business association of which he was an executive officer at or within two years before the time of such filing;

2. Convicted in a criminal proceeding or is a named subject of a pending criminal proceeding (excluding traffic violations and other minor offenses);

3. The subject of any order, judgment, or decree, not subsequently reversed, suspended or vacated, of any court of competent jurisdiction, permanently or temporarily enjoining him from, or otherwise limiting, the following activities; associated person of any of the foregoing, or as an investment adviser, underwriter, broker or dealer in securities, or as an affiliated person, director or employee of any investment company, bank, savings and loan association or insurance company, or engaging in or continuing any conduct or practice in connection with such activity;

   Acting as a futures commission merchant, introducing broker, commodity trading advisor, commodity pool operator, floor broker, leverage transaction merchant, any other person regulated by the Commodity Futures Trading Commission, or

   Engaging in any type of business practice; or

   Engaging in any activity in connection with the purchase or sale of any security or commodity or in connection with any violation of Federal or State securities laws or Federal commodities laws;

4. The subject of any order, judgment or decree, not subsequently reversed, suspended or vacated, of any Federal or State authority barring, suspending or otherwise limiting for more than 60 days the right of such person to engage in any activity described in paragraph 3.i in the preceding paragraph or to be associated with persons engaged in any such activity;

5. Was not found by a court of competent jurisdiction in a civil action or by the Commission to have violated any Federal or State securities law, and the judgment in such civil action or finding by the Commission has not been subsequently reversed, suspended, or vacated;

6. Was not found by a court of competent jurisdiction in a civil action or by the Commodity Futures Trading Commission to have violated any Federal commodities law, and the judgment in such civil action or finding by the Commodity Futures Trading Commission has not been subsequently reversed, suspended or vacated;

7. Was not the subject of, or a party to, any Federal or State judicial or administrative order, judgment, decree, or finding, not subsequently reversed, suspended or vacated, relating to an alleged violation of:

i) Any Federal or State securities or commodities law or regulation; or

ii) Any law or regulation respecting financial institutions or insurance companies including, but not limited to, a temporary or permanent injunction, order of disgorgement or restitution, civil money penalty or temporary or permanent cease-and-desist order, or removal or prohibition order, or

iii) Any law or regulation prohibiting mail or wire fraud or fraud in connection with any business entity; or

8. Was the subject of, or a party to, any sanction or order, not subsequently reversed, suspended or vacated, of any self-regulatory organization (as defined in Section 3(a)(26) of the Exchange Act (15 U.S.C. 78c(a)(26)), any registered entity (as defined in Section 1(a)(29) of the Commodity Exchange Act (7 U.S.C. 1(a)(29)), or any equivalent exchange, association, entity or organization that has disciplinary authority over its members or persons associated with a member.

Section 7. PROPRIETARY RIGHTS

The Advisory Committee Member hereby represents and warrants that all information provided or utilized by the Advisory Committee Member hereunder does not and shall not directly or indirectly violate or infringe upon any copyright, patent, trade secret or other proprietary or intellectual property right of any third party or contribute to such violation or infringement. The Advisory Committee Member shall indemnify and hold the Corporation, its officers, directors, employees and agents harmless from and against any and all losses and damages arising out of the breach or claimed breach of the foregoing warranty. The provisions of this Section 7 shall survive termination of this Agreement for any reason.

Section 8. NON DISCLOSURE

The Corporation has determined that the Advisory Committee Member will not have regular or special access to Material Nonpublic Information and is not subject to the reporting and liability provisions of Section 16 of the Securities Exchange Act of 1934, as amended. Therefore there are no trading restrictions on the Advisory Committee Member's shares of the Corporation's non restricted Common Stock or on any subsequent purchases or sales of the common stock of the Corporation by the Advisory Committee Member. The Directors and Management of the Corporation maintain strict principals of non-disclosure in respect of the Advisory Committee Member's activity contracted for herein. In addition, if the Advisory Committee Member makes any recommendation to the Directors or Management, and that recommendation is material and is accepted and acted upon by the Corporation's Directors, then the Advisory Committee Member shall refrain from trading in the Corporation's shares of Common Stock until full public disclosure of same is made by the Corporation.

Section 9. NO PUBLICITY

Neither the Advisory Committee Member, nor any of his employees or agents shall refer to the Corporation in any manner whatsoever in publicity releases or advertising, including customer lists, or for other promotional purposes, without securing the prior written consent from the Corporation.

Section 10. FULL CO-OPERATION

In connection with the activities of the Advisory Committee Member on behalf of the Corporation, the Corporation will cooperate with the Advisory Committee Member and will furnish the Advisory Committee Member and the Advisory Committee Member's representatives with all information and data concerning the Corporation as may be required in connection with the Advisory Committee Member's services hereunder.

Section 11. REPRESENTATIONS

The Corporation warrants and represents to the Advisory Committee Member that this Agreement does not conflict with any other agreement binding the Corporation. The Corporation warrants and represents to the Advisory Committee Member, that the Corporation is fully authorized to offer and pay the Advisory Committee Member's compensation referred to in Section 3 above.

Section 12. MANAGEMENT

The Corporation agrees to provide the Advisory Committee Member with all historical and current public regulatory filings and such other documentation as is required by the Advisory Committee Member to assist in the compilation of the Corporation's profile on an ongoing basis.

Section 13. BREACH

In the event of a breach of the terms of this Agreement by either party, the breaching party shall have a 10 (ten) day period, after the receipt of written notice of the breach, to remedy any such breach.

Section 14. WAIVER OF AGREEMENT

The failure by the Corporation to exercise any rights or powers hereunder shall not be construed as a waiver thereof. The waiver by the Corporation of a breach of any provision of this Agreement by the Advisory Committee Member shall not operate nor be construed as a waiver of any subsequent breach by the Advisory Committee Member.

Section 15. NOTICES

All notices, requests, demands and other communications which are required or permitted under this Agreement shall be in writing and shall be deemed sufficiently given upon receipt if personally delivered, faxed, sent by recognized national overnight courier or mailed by certified mail, return receipt requested, to the address of the parties set forth above. Such notices shall be deemed to be given:

(i) When delivered personally; or

(ii) 1 (One) day after being sent by overnight courier carrier; or

(iii) 3 (Three) days after being mailed, respectively, to be addressed as follows:

If to GNCC CAPITAL, INC.:

GNCC CAPITAL, INC
244 5th Avenue
Suite # 2525
New York
NY 10001
E Mail: Corporate@gncc-capital.com

If to the Advisory Committee Member:

DAVID JACK HARRIS
4200 Clear Valley Drive
Encino
CA 91436

Section 16. TERMINATION

This Agreement may be terminated prior to the expiration of its term:

A. By mutual written agreement of the parties;

B. By the Corporation or by the Advisory Committee Member, upon 90 (ninety) days written notice; or

C. By the Corporation, immediately, in the event of conduct by the Advisory Committee Member justifying termination, including but limited to, dishonesty or for any breach of any covenant in this Agreement.

Section 17. ASSIGNMENT OF RIGHTS

In consideration of payment to the Advisory Committee Member by the Corporation for work performed by the Advisory Committee Member, any and all operational improvements and process improvements developed by the Advisory Committee Member in the course of performing work for the Corporation shall be the sole and absolute property of the Corporation. All work performed by the Advisory Committee Member for and on behalf of the Corporation shall be deemed to be "work for hire" and any and all right, title and interest the Advisory Committee Member may have in and to any such work is hereby assigned to the Corporation, and the Corporation shall have all ownership rights in and to such work.

Section 18. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon, inure to the benefit of, and shall be enforceable by the Advisory Committee Member and the Corporation and their respective successors and assigns; provided, however, that the rights and obligations of the Advisory Committee Member under this Agreement (with the exception of those rights in Section 3 hereof) shall not be assignable.

Section 19. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

Section 20. ENTIRE AGREEMENT - AMENDMENTS

This Agreement contains the entire agreement and understanding between the parties and supersedes and preempts any prior understandings or agreements, whether written or oral. The provisions of this Agreement may be amended or waived only with the prior written consent of the Corporation and the Advisory Committee Member.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth hereinbefore:

GNCC CAPITAL, INC.

/s/

By: _____
Name **RONALD YADIN LOWENTHAL**
Title **EXECUTIVE CHAIRMAN**

DAVID JACK HARRIS

/s/

By: _____

STELAN REAL ESTATE MANAGEMENT, INC.

/s/

By: _____
Title **DIRECTOR**

RESUME OF ADVISORY COMMITTEE MEMBER

David Harris is a successful entrepreneur, experienced and creative marketer with a proven track record. Throughout his career, he has consistently identified new growth opportunities, and built several successful businesses.

David's first business enterprise was in the clothing industry; David was a pioneer of sourcing and producing fashion apparel throughout the Far East and selling into Europe and the USA. David built several recognized brand names and sold to ever major fashion retailer. This business was successfully sold to a Hong Kong consortium.

David, through this, became a recognized expert in Brand development, import/export, building an international sales team and marketing. He was recruited as a consultant by Pepkor (South African conglomerate) to advice with their "internationalization", post-Apartheid. His role included UK acquisitions, training SA personnel and creating cross marketing opportunities with the group.

Subsequent to this, David was recruited by Barry Cox, (co-founder of Hard Rock), to act as CEO to build a worldwide energy drink brand, with sales of 18 million cases in its first 12-months. Responsibilities included: building international sales team, creation of brand through Formula 1 racing and manufacturing.

For the past decade, David has been involved with businesses that recognized the power of the internet.

In 2000 and until 2014, David co-founded eBridge, initially to provide advertising services to SBO's that had historically only used Yellow pages; Success followed, with 65,000 clients paying an average of $75 p/month. Recognizing the power of the data base the company commenced marketing other products including SEO, SEM services and Social Media. The company grew to $40 million in revenues; and was named the 16th fastest growing companies in LA by Inc. Magazine.

During this period, eBridge bought a majority shareholding in eVisibilty; David and Danny DeMichele worked closely together to grow the business, until it was sold to LSF Interactive in 2010.

GNCC CAPITAL, INC.

SUPPLEMENTAL INFORMATION

AMENDMENT TO THE ADVISORY COMMITTEE MEMBER APPOINTMENT AGREEMENT WITH JACK REYBOLD

NOVEMBER 17, 2014

AMENDMENT TO THE ADVISORY COMMITTEE MEMBER APPOINTMENT AGREEMENT WITH JACK REYBOLD:

On November 17, 2014, GNCC Capital, Inc. ("the Company") entered into an amended 3 (Three) year Agreement with Jack Reybold as a Member of the Company's Advisory Committee.

This replaces the Agreement entered into with Jack Reybold on August 12, 2014.

SALIENT POINTS ON REVISED AGREEMENT:

1. No "Free Trading" shares of Common Stock to be provided to Jack Reybold, which would have amounted to 150,000,000 "free trading" shares of Common Stock, every quarter, currently at a price of $0.0001; and
2. Annual remuneration reduced from $60,000 to that of $24,000; and
3. Remuneration to be paid through the issuance of shares of the Company's Series F Convertible Preferred Stock at a price of $1.00 each; and

RATIONALE FOR REVISED AGREEMENT:

The Company has terminated its previous policy of remuneration through the use of "Free Trading" shares of Common Stock with immediate effect.

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: NOVEMBER 17, 2014

RONALD YADIN LOWENTHAL
GNCC CAPITAL, INC.
EXECUTIVE CHAIRMAN

EXHIBITS:

A. Amended Advisory Committee Member Appointment Agreement with Jack Reybold dated November 17, 2014.
B. Original Advisory Committee Member Appointment Agreement with Jack Reybold dated August 12, 2014.

AMENDED ADVISORY COMMITTEE MEMBER APPOINTMENT AGREEMENT

AMENDED ADVISORY COMMITTEE MEMBER APPOINTMENT AGREEMENT ("the Agreement") dated as of NOVEMBER 17, 2014 between:

GNCC Capital Inc., a Delaware Corporation
With its principal address being 244 5th Avenue, Suite # 2525, New York, NY 10001
("The Corporation")

And

Jack Reybold
Of 5060 Tibbett Avenue, Riverdale, Bronx, NY 10471
("The Advisory Committee Member").

WITNESSETH

WHEREAS, Advisory Committee Member has established his expertise in, among other things, Securities Trading including Common and Preferred Stocks, listed and OTC Put and Call Options, Bonds including Junk Bonds, Convertible Bonds, Distressed Securities, Warrants, Risk Merger Arbitrage, Convertible Securities Arbitrage, and Option Arbitrage.

WHEREAS, the Corporation desires to retain the Advisory Committee Member for an additional period of 3 (Three) years, commencing from August 12, 2014; to perform, as an Advisory Committee Member to the Corporation on the terms set forth below.

WHEREAS, all previous Agreements between the Corporation and the Advisory Committee Member are rendered null and void from the date of signature of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements, and upon the terms and agreements subject to the conditions hereinafter set forth, the parties do hereby covenant and agree as follows:

Section 1. RETENTION OF THE ADVISORY COMMITTEE MEMBER

The Corporation engages the Advisory Committee Member whom accepts such engagement, subject to the terms and conditions of this Agreement.

Section 2. SERVICES

The Advisory Committee Member shall provide advisory services to the Corporation, its subsidiary companies and to its Directors in connection with the objectives.

Section 3. COMPENSATION

For services rendered by the Advisory Committee Member pursuant to this Agreement, the Corporation shall remunerate the Advisory Committee Member, as follows:

Compensation for Three Years Commencing on August 12, 2014

The Advisory Committee Member shall be compensated at the rate of $24,000 (Twenty four thousand dollars) per annum, payable in equal annual installments.

It is agreed that the Advisory Committee Member be paid in shares of the Corporation's Series F Convertible Preferred Stock and not in cash.

The Corporation shall issue an amount of 24,000 (Twenty four thousand) shares of its Series F Convertible Preferred Stock at $1.00 (One dollar) per share; to the Advisory Committee Member upon signature of this agreement; to be expensed by the Corporation in the year ended September 30, 2014.

The Corporation shall issue an amount of 24,000 (Twenty four thousand) shares of its Series F Convertible Preferred Stock at $1.00 (One dollar) per share; to the Advisory Committee Member on August 12, 2015.

The Corporation shall issue an amount of 24,000 (Twenty four thousand) shares of its Series F Convertible Preferred Stock at $1.00 (One dollar) per share; to the Advisory Committee Member on August 12, 2016.

Additional compensation may be forthcoming depending on the contribution provided to the Corporation by the Advisory Committee Member as determined by the Committee of Directors from time to time.

Section 4. EXPENSES

The Corporation shall reimburse the Advisory Committee Member up to a maximum of US$250.00 (Two hundred and fifty dollars) per month for phone charges and other miscellaneous expenses incurred in the normal pursuit of the Objectives as outlined in this Agreement.

In the event that the Advisory Committee Member incurs additional expenses while engaged in Corporation business, Advisory Committee Member shall obtain the prior written consent of the President of the Corporation. All such expenses incurred after receiving the prior written approval of the President of the Corporation shall be promptly reimbursed to the Advisory Committee Member.

The Corporation's consent hereunder shall not be unreasonably withheld or delayed. The Advisory Committee Member must provide receipts for all expenses to the Corporation before any reimbursement will be issued to the Advisory Committee Member.

Section 5. ADVISORY COMMITTEE MEMBER OBLIGATIONS

The Advisory Committee Member will be solely responsible for any and all damages or losses with respect to any and all equipment utilized by the Advisory Committee Member in the performance of services under this Agreement, and the Corporation will have no liability of any kind with respect thereto, regardless of cause or fault. Each party hereby indemnifies and holds the other, its directors, officers, agents and employees, harmless from and against any and all claims, actions, demands, damages, liabilities or expenses, including counsel fees against the other, its directors, officers, agents and employees, arising out of the indemnifying party's acts or omissions or breach of this Agreement. This excludes any public statements made by the Corporation that are either inaccurate or untrue in respect of the Advisory Committee Member as well as the Corporations obligations under Section 6 of this agreement.

Section 6. ADVISORY COMMITTEE MEMBER WARRANTIES

The Advisory Committee Member warrants that he is fully qualified to perform the services to the Corporation as described in this Agreement. Furthermore, the Advisory Committee Member warrants that the services performed will conform to generally accepted standards for the type of project involved and that he will use his best efforts to render the services required in a timely and diligent manner. Additionally, the Advisory Committee Member warrants that the rendering of the services hereunder, including any work product resulting from the services will not violate any rights including but not limited to intellectual property rights, of any persons, or laws.

Section 7. PROPRIETARY RIGHTS

The Advisory Committee Member hereby represents and warrants that all information provided or utilized by the Advisory Committee Member hereunder does not and shall not directly or indirectly violate or infringe upon any copyright, patent, trade secret or other proprietary or intellectual property right of any third party or contribute to such violation or infringement. The Advisory Committee Member shall indemnify and hold the Corporation, its officers, directors, employees and agents harmless from and against any and all losses and damages arising out of the breach or claimed breach of the foregoing warranty. The provisions of this Section 7 shall survive termination of this Agreement for any reason.

Section 8. NON DISCLOSURE

The Corporation has determined that the Advisory Committee Member will not have regular or special access to Material Nonpublic Information and is not subject to the reporting and liability provisions of Section 16 of the Securities Exchange Act of 1934, as amended. Therefore there are no trading restrictions on the Advisory Committee Member's shares of the Corporation's non restricted Common Stock or on any subsequent purchases or sales of the common stock of the Corporation by the Advisory Committee Member. The Directors and Management of the Corporation maintain strict principals of non-disclosure in respect of the Advisory Committee Member's activity contracted for herein. In addition, if the Advisory Committee Member makes any recommendation to the Directors or Management, and that recommendation is material and is accepted and acted upon by the Corporation's Directors, then the Advisory Committee Member shall refrain from trading in the Corporation's shares of Common Stock until full public disclosure of same is made by the Corporation.

Section 9. NO PUBLICITY

Neither the Advisory Committee Member, nor any of his employees or agents shall refer to the Corporation in any manner whatsoever in publicity releases or advertising, including customer lists, or for other promotional purposes, without securing the prior written consent from the Corporation.

Section 10. FULL CO-OPERATION

In connection with the activities of the Advisory Committee Member on behalf of the Corporation, the Corporation will cooperate with the Advisory Committee Member and will furnish the Advisory Committee Member and the Advisory Committee Member's representatives with all information and data concerning the Corporation as may be required in connection with the Advisory Committee Member's services hereunder.

Section 11. REPRESENTATIONS

The Corporation warrants and represents to the Advisory Committee Member that this Agreement does not conflict with any other agreement binding the Corporation. The Corporation warrants and represents to the Advisory Committee Member, that the Corporation is fully authorized to offer and pay the Advisory Committee Member's compensation referred to in Section 3 above.

Section 12. MANAGEMENT

The Corporation agrees to provide the Advisory Committee Member with all historical and current public regulatory filings and such other documentation as is required by the Advisory Committee Member to assist in the compilation of the Corporation's profile on an ongoing basis.

Section 13. BREACH

In the event of a breach of the terms of this Agreement by either party, the breaching party shall have a 10 (ten) day period, after the receipt of written notice of the breach, to remedy any such breach.

Section 14. WAIVER OF AGREEMENT

The failure by the Corporation to exercise any rights or powers hereunder shall not be construed as a waiver thereof. The waiver by the Corporation of a breach of any provision of this Agreement by the Advisory Committee Member shall not operate nor be construed as a waiver of any subsequent breach by the Advisory Committee Member.

Section 15. NOTICES

All notices, requests, demands and other communications which are required or permitted under this Agreement shall be in writing and shall be deemed sufficiently given upon receipt if personally delivered, faxed, sent by recognized national overnight courier or mailed by certified mail, return receipt requested, to the address of the parties set forth above. Such notices shall be deemed to be given:

(i) When delivered personally; or

(ii) 1 (One) day after being sent by overnight courier carrier; or

(iii) 3 (Three) days after being mailed, respectively, to be addressed as follows:

If to GNCC CAPITAL, INC.:

GNCC CAPITAL, INC
244 5th Avenue
Suite # 2525
New York
NY 10001
E Mail: Corporate@gncc-capital.com

If to the Advisory Committee Member:

JACK REYBOLD
5060 Tibbett Avenue
Riverdale
Bronx, NY 10471

Section 16. TERMINATION

This Agreement may be terminated prior to the expiration of its term:

A. By mutual written agreement of the parties;

B. By the Corporation or by the Advisory Committee Member, upon 90 (ninety) days written notice; or

C. By the Corporation, immediately, in the event of conduct by the Advisory Committee Member justifying termination, including but limited to, dishonesty or for any breach of any covenant in this Agreement.

Section 17. ASSIGNMENT OF RIGHTS

In consideration of payment to the Advisory Committee Member by the Corporation for work performed by the Advisory Committee Member, any and all operational improvements and process improvements developed by the Advisory Committee Member in the course of performing work for the Corporation shall be the sole and absolute property of the Corporation. All work performed by the Advisory Committee Member for and on behalf of the Corporation shall be deemed to be "work for hire" and any and all right, title and interest the Advisory Committee Member may have in and to any such work is hereby assigned to the Corporation, and the Corporation shall have all ownership rights in and to such work.

Section 18. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon, inure to the benefit of, and shall be enforceable by the Advisory Committee Member and the Corporation and their respective successors and assigns; provided, however, that the rights and obligations of the Advisory Committee Member under this Agreement (with the exception of those rights in Section 3 hereof) shall not be assignable.

Section 19. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

Section 20. ENTIRE AGREEMENT - AMENDMENTS

This Agreement contains the entire agreement and understanding between the parties and supersedes and preempts any prior understandings or agreements, whether written or oral. The provisions of this Agreement may be amended or waived only with the prior written consent of the Corporation and the Advisory Committee Member.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth hereinbefore:

GNCC CAPITAL, INC.



By: _____
Name **RONALD YADIN LOWENTHAL**
Title **EXECUTIVE CHAIRMAN**

JACK REYBOLD

By: _____

UPDATED RESUME OF ADVISORY COMMITTEE MEMBER

Jack Reybold is 74 Years Old and has spent 48 Years Arbitrage trading including Risk Merger Arbitrage, Convertible Securities Arbitrage, and extensive Option Equity Arbitrage trading. In addition, extensive experience in distressed securities (junk bonds and preferred stocks) and many years of investing in small emerging growth stocks.

He has had 21 Years' experience at Major Stock Exchange firms beginning in Jan 1966 including Lazard Freres, Neuberger & Berman, Reich & Tang, Donaldson Lufkin, Faulkner Dawkins, and 3 years as Senior Vice President and Co-Manager and Manager of Shearson Loeb Rhoades Arbitrage Department. While at Shearson the Arbitrage department was 3rd most active option trading firm on the Chicago Board Options Exchange, and American Stock Exchange.

He has had 27 Years' experience engaged in Arbitrage, equity, distressed securities and emerging growth stock equity investing at private hedge funds and smaller member firms.

Jack has extensive experience in many areas of the Equity, Bond, and Commodities markets, utilizing both technical and fundamental tools, and closely follows market analysis, market views, and specific company analysis in such memberships as the Oxford Club (Chairman's Circle) and Stansberry & Associates both in Baltimore, Maryland. Jack spends a portion of each day alerting associates of current and changing market conditions and important levels reached or breached. Jack also follows closely the gold and silver markets especially support and resistance levels including the fundamental and technical cases for both, as well as managing private arbitrage and securities investment capital.

Jack attended Colorado State University and graduated in B.S. Business and Finance. Jack served in the U.S. Army 1961 – 1964 and was primarily stationed in Wurzburg, Germany. His hobbies include Dry Fly Fishing, Photography, and has a strong interest in Gold & Silver Mining Stocks (48 years) and bullion.

Jack's expertise in U.S. markets has been and continues to be helpful to GNCC management.

GNCC CAPITAL, INC.

SUPPLEMENTAL INFORMATION

EXTENSION OF ADVISORY COMMITTEE MEMBER APPOINTMENT AGREEMENT WITH JACK REYBOLD

AUGUST 12, 2014

EXTENSION OF ADVISORY COMMITTEE MEMBER APPOINTMENT AGREEMENT WITH JACK REYBOLD:

On August 12, 2014, GNCC Capital, Inc. ("the Company") Directors' entered into a new and extended 3 (Three) year Agreement with Jack Reybold as a Member of the Company's Advisory Committee.

BACKGROUND:

Mr. Jack Reybold has served on the Company's Advisory Committee since November 11, 2011. This Agreement extends this appointment to August 12, 2017.

JACK REYBOLD RESUME:

Jack Reybold is 74 Years Old and has spent 48 Years Arbitrage trading including Risk Merger Arbitrage, Convertible Securities Arbitrage, and extensive Option Equity Arbitrage trading. In addition, extensive experience in distressed securities (junk bonds and preferred stocks) and many years of investing in small emerging growth stocks.

He has had 21 Years' experience at Major Stock Exchange firms beginning in Jan 1966 including Lazard Freres, Neuberger & Berman, Reich & Tang, Donaldson Lufkin, Faulkner Dawkins, and 3 years as Senior Vice President and Co-Manager and Manager of Shearson Loeb Rhoades Arbitrage Department. While at Shearson the Arbitrage department was 3rd most active option trading firm on the Chicago Board Options Exchange, and American Stock Exchange.

He has had 27 Years' experience engaged in Arbitrage, equity, distressed securities and emerging growth stock equity investing at private hedge funds and smaller member firms.

Jack has extensive experience in many areas of the Equity, Bond, and Commodities markets, utilizing both technical and fundamental tools, and closely follows market analysis, market views, and specific company analysis in such memberships as the Oxford Club (Chairman's Circle) and Stansberry & Associates both in Baltimore, Maryland. Jack spends a portion of each day alerting associates of current and changing market conditions and important levels reached or breached. Jack also follows closely the gold and silver markets especially support and resistance levels including the fundamental and technical cases for both, as well as managing private arbitrage and securities investment capital.

Jack attended Colorado State University and graduated in B.S. Business and Finance. Jack served in the U.S. Army 1961 – 1964 and was primarily stationed in Wurzburg, Germany. His hobbies include Dry Fly Fishing, Photography, and has a strong interest in Gold & Silver Mining Stocks (48 years) and bullion.

Jack's expertise in U.S. markets has been and continues to be helpful to GNCC management.

DATED: AUGUST 17, 2014

RONALD YADIN LOWENTHAL
GNCC CAPITAL, INC.
EXECUTIVE CHAIRMAN

EXHIBIT:

Amended Advisory Committee Member Appointment Agreement with Jack Reybold dated August 12, 2014.

AMENDED ADVISORY COMMITTEE MEMBER APPOINTMENT AGREEMENT

AMENDED ADVISORY COMMITTEE MEMBER APPOINTMENT AGREEMENT ("the Agreement") dated as of August 12, 2014 between:

GNCC Capital Inc., a Delaware Corporation
With its principal address being 244 5th Avenue, Suite # 2525, New York, NY 10001
("The Corporation")

And

Jack Reybold
Of 5060 Tibbett Avenue, Riverdale, Bronx, NY 10471
("The Advisory Committee Member").

And

Stelan Real Estate Management, Inc.,
("Stelan")

WITNESSETH

WHEREAS, Advisory Committee Member has established his expertise in, among other things, Securities Trading including Common and Preferred Stocks, listed and OTC Put and Call Options, Bonds including Junk Bonds, Convertible Bonds, Distressed Securities, Warrants, Risk Merger Arbitrage, Convertible Securities Arbitrage, and Option Arbitrage.

WHEREAS, the Corporation desires to retain the Advisory Committee Member for an additional period of 3 (Three) years, commencing from the date of the signature of the Agreement; to perform, as an Advisory Committee Member to the Corporation on the terms set forth below.

WHEREAS, all previous Agreements between the Corporation and the Advisory Committee Member are rendered null and void from the date of signature of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements, and upon the terms and agreements subject to the conditions hereinafter set forth, the parties do hereby covenant and agree as follows:

Section 1. RETENTION OF THE ADVISORY COMMITTEE MEMBER

The Corporation engages the Advisory Committee Member whom accepts such engagement as an independent contractor, subject to the terms and conditions of this Agreement.

Section 2. SERVICES

The Advisory Committee Member shall provide advisory services to the Corporation, its subsidiary companies and to its Directors in connection with the objectives.

Section 3. COMPENSATION

For services rendered by the Advisory Committee Member pursuant to this Agreement, the Corporation shall remunerate the Advisory Committee Member, as follows:

Compensation for Three Years Commencing on August 12, 2014

The Advisory Committee Member shall be compensated at the rate of $60,000 (Sixty thousand dollars) per annum, payable in equal quarterly installments.

It is agreed that the Advisory Committee Member be paid in unrestricted shares of the Corporation's Common Stock and not in cash.

Stelan has agreed to provide these shares of the Corporation's unrestricted Common Stock to the Advisory Committee Member on a quarterly basis; for and on behalf of the Corporation.

The Corporation through Stelan shall provide the Advisory Committee Member with an amount of $15,000 (Fifteen thousand dollars) of the Corporation's shares of unrestricted Common Stock in advance; and in each and every quarter commencing upon August 12, 2014 and terminating on May 12, 2017. It is recorded that the shares of the Corporation's unrestricted Common Stock in respect of compensation for the 3 (Three) month period commencing upon August 12, 2014 shall be issued by Stelan to the Advisory Committee Member on or before September 1, 2014. The number of shares of the Corporation's unrestricted Common Stock issued to the Advisory Committee Member shall be calculated by utilizing the average trading price of the Corporation's shares of Common Stock in the preceding 5 (Five) trading days prior to any such issuance to the Advisory Committee Member.

Additional compensation may be forthcoming depending on the contribution provided to the Corporation by the Advisory Committee Member as determined by the Committee of Directors from time to time.

The Corporation undertakes to reimburse Stelan Real Estate Management, Inc. at the price per share of the Corporation's Common Stock as detailed in this paragraph. Such reimbursement shall be through the issuance to Stelan by the Corporation of the Corporation's shares of Series B Convertible Preferred Stock at a price of $1.00 (One dollar) per share, Par Value $0.00001.

Section 4. EXPENSES

The Corporation shall reimburse the Advisory Committee Member up to a maximum of US$250.00 (Two hundred and fifty dollars) per month for phone charges and other miscellaneous expenses incurred in the normal pursuit of the Objectives as outlined in this Agreement.

In the event that the Advisory Committee Member incurs additional expenses while engaged in Corporation business, Advisory Committee Member shall obtain the prior written consent of the President of the Corporation. All such expenses incurred after receiving the prior written approval of the President of the Corporation shall be promptly reimbursed to the Advisory Committee Member.

The Corporation's consent hereunder shall not be unreasonably withheld or delayed. The Advisory Committee Member must provide receipts for all expenses to the Corporation before any reimbursement will be issued to the Advisory Committee Member.

Section 5. ADVISORY COMMITTEE MEMBER OBLIGATIONS

The Advisory Committee Member will be solely responsible for any and all damages or losses with respect to any and all equipment utilized by the Advisory Committee Member in the performance of services under this Agreement, and the Corporation will have no liability of any kind with respect thereto, regardless of cause or fault. Each party hereby indemnifies and holds the other, its directors, officers, agents and employees, harmless from and against any and all claims, actions, demands, damages, liabilities or expenses, including counsel fees against the other, its directors, officers, agents and employees, arising out of the indemnifying party's acts or omissions or breach of this Agreement. This excludes any public statements made by the Corporation that are either inaccurate or untrue in respect of the Advisory Committee Member as well as the Corporations obligations under Section 6 of this agreement.

Section 6. ADVISORY COMMITTEE MEMBER WARRANTIES

The Advisory Committee Member warrants that he is fully qualified to perform the services to the Corporation as described in this Agreement. Furthermore, the Advisory Committee Member warrants that the services performed will conform to generally accepted standards for the type of project involved and that he will use his best efforts to render the services required in a timely and diligent manner. Additionally, the Advisory Committee Member warrants that the rendering of the services hereunder, including any work product resulting from the services will not violate any rights including but not limited to intellectual property rights, of any persons, or laws.

Section 7. PROPRIETARY RIGHTS

The Advisory Committee Member hereby represents and warrants that all information provided or utilized by the Advisory Committee Member hereunder does not and shall not directly or indirectly violate or infringe upon any copyright, patent, trade secret or other proprietary or intellectual property right of any third party or contribute to such violation or infringement. The Advisory Committee Member shall indemnify and hold the Corporation, its officers, directors, employees and agents harmless from and against any and all losses and damages arising out of the breach or claimed breach of the foregoing warranty. The provisions of this Section 7 shall survive termination of this Agreement for any reason.

Section 8. NON DISCLOSURE

The Corporation has determined that the Advisory Committee Member will not have regular or special access to Material Nonpublic Information and is not subject to the reporting and liability provisions of Section 16 of the Securities Exchange Act of 1934, as amended. Therefore there are no trading restrictions on the Advisory Committee Member's shares of the Corporation's non restricted Common Stock or on any subsequent purchases or sales of the common stock of the Corporation by the Advisory Committee Member. The Directors and Management of the Corporation maintain strict principals of non-disclosure in respect of the Advisory Committee Member's activity contracted for herein. In addition, if the Advisory Committee Member makes any recommendation to the Directors or Management, and that recommendation is material and is accepted and acted upon by the Corporation's Directors, then the Advisory Committee Member shall refrain from trading in the Corporation's shares of Common Stock until full public disclosure of same is made by the Corporation.

Section 9. NO PUBLICITY

Neither the Advisory Committee Member, nor any of his employees or agents shall refer to the Corporation in any manner whatsoever in publicity releases or advertising, including customer lists, or for other promotional purposes, without securing the prior written consent from the Corporation.

Section 10. FULL CO-OPERATION

In connection with the activities of the Advisory Committee Member on behalf of the Corporation, the Corporation will cooperate with the Advisory Committee Member and will furnish the Advisory Committee Member and the Advisory Committee Member's representatives with all information and data concerning the Corporation as may be required in connection with the Advisory Committee Member's services hereunder.

Section 11. REPRESENTATIONS

The Corporation warrants and represents to the Advisory Committee Member that this Agreement does not conflict with any other agreement binding the Corporation. The Corporation warrants and represents to the Advisory Committee Member, that the Corporation is fully authorized to offer and pay the Advisory Committee Member's compensation referred to in Section 3 above.

Section 12. MANAGEMENT

The Corporation agrees to provide the Advisory Committee Member with all historical and current public regulatory filings and such other documentation as is required by the Advisory Committee Member to assist in the compilation of the Corporation's profile on an ongoing basis.

Section 13. BREACH

In the event of a breach of the terms of this Agreement by either party, the breaching party shall have a 10 (ten) day period, after the receipt of written notice of the breach, to remedy any such breach.

Section 14. WAIVER OF AGREEMENT

The failure by the Corporation to exercise any rights or powers hereunder shall not be construed as a waiver thereof. The waiver by the Corporation of a breach of any provision of this Agreement by the Advisory Committee Member shall not operate nor be construed as a waiver of any subsequent breach by the Advisory Committee Member.

Section 15. NOTICES

All notices, requests, demands and other communications which are required or permitted under this Agreement shall be in writing and shall be deemed sufficiently given upon receipt if personally delivered, faxed, sent by recognized national overnight courier or mailed by certified mail, return receipt requested, to the address of the parties set forth above. Such notices shall be deemed to be given:

(i) When delivered personally; or

(ii) 1 (One) day after being sent by overnight courier carrier; or

(iii) 3 (Three) days after being mailed, respectively, to be addressed as follows:

If to GNCC CAPITAL, INC.:

GNCC CAPITAL, INC
244 5th Avenue
Suite # 2525
New York
NY 10001
E Mail: Corporate@gncc-capital.com

If to the Advisory Committee Member:

JACK REYBOLD
5060 Tibbett Avenue
Riverdale
Bronx, NY 10471

Section 16. TERMINATION

This Agreement may be terminated prior to the expiration of its term:

A. By mutual written agreement of the parties;

B. By the Corporation or by the Advisory Committee Member, upon 90 (ninety) days written notice; or

C. By the Corporation, immediately, in the event of conduct by the Advisory Committee Member justifying termination, including but limited to, dishonesty or for any breach of any covenant in this Agreement.

Section 17. ASSIGNMENT OF RIGHTS

In consideration of payment to the Advisory Committee Member by the Corporation for work performed by the Advisory Committee Member, any and all operational improvements and process improvements developed by the Advisory Committee Member in the course of performing work for the Corporation shall be the sole and absolute property of the Corporation. All work performed by the Advisory Committee Member for and on behalf of the Corporation shall be deemed to be "work for hire" and any and all right, title and interest the Advisory Committee Member may have in and to any such work is hereby assigned to the Corporation, and the Corporation shall have all ownership rights in and to such work.

Section 18. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon, inure to the benefit of, and shall be enforceable by the Advisory Committee Member and the Corporation and their respective successors and assigns; provided, however, that the rights and obligations of the Advisory Committee Member under this Agreement (with the exception of those rights in Section 3 hereof) shall not be assignable.

Section 19. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

Section 20. ENTIRE AGREEMENT - AMENDMENTS

This Agreement contains the entire agreement and understanding between the parties and supersedes and preempts any prior understandings or agreements, whether written or oral. The provisions of this Agreement may be amended or waived only with the prior written consent of the Corporation and the Advisory Committee Member.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth hereinbefore:

GNCC CAPITAL, INC.

/s/

By: _____
Name **RONALD YADIN LOWENTHAL**
Title **EXECUTIVE CHAIRMAN**

JACK REYBOLD

/s/

By: _____

STELAN REAL ESTATE MANAGEMENT, INC.

/s/

By: _____
Title **DIRECTOR**

UPDATED RESUME OF ADVISORY COMMITTEE MEMBER

Jack Reybold is 74 Years Old and has spent 48 Years Arbitrage trading including Risk Merger Arbitrage, Convertible Securities Arbitrage, and extensive Option Equity Arbitrage trading. In addition, extensive experience in distressed securities (junk bonds and preferred stocks) and many years of investing in small emerging growth stocks.

He has had 21 Years' experience at Major Stock Exchange firms beginning in Jan 1966 including Lazard Freres, Neuberger & Berman, Reich & Tang, Donaldson Lufkin, Faulkner Dawkins, and 3 years as Senior Vice President and Co-Manager and Manager of Shearson Loeb Rhoades Arbitrage Department. While at Shearson the Arbitrage department was 3rd most active option trading firm on the Chicago Board Options Exchange, and American Stock Exchange.

He has had 27 Years' experience engaged in Arbitrage, equity, distressed securities and emerging growth stock equity investing at private hedge funds and smaller member firms.

Jack has extensive experience in many areas of the Equity, Bond, and Commodities markets, utilizing both technical and fundamental tools, and closely follows market analysis, market views, and specific company analysis in such memberships as the Oxford Club (Chairman's Circle) and Stansberry & Associates both in Baltimore, Maryland. Jack spends a portion of each day alerting associates of current and changing market conditions and important levels reached or breached. Jack also follows closely the gold and silver markets especially support and resistance levels including the fundamental and technical cases for both, as well as managing private arbitrage and securities investment capital.

Jack attended Colorado State University and graduated in B.S. Business and Finance. Jack served in the U.S. Army 1961 – 1964 and was primarily stationed in Wurzburg, Germany. His hobbies include Dry Fly Fishing, Photography, and has a strong interest in Gold & Silver Mining Stocks (48 years) and bullion.

Jack's expertise in U.S. markets has been and continues to be helpful to GNCC management.

GNCC CAPITAL, INC.

SUPPLEMENTAL INFORMATION

AMENDMENT TO THE ADVISORY COMMITTEE MEMBER APPOINTMENT AGREEMENT WITH BEN B. STEIN

NOVEMBER 17, 2014

AMENDMENT TO THE ADVISORY COMMITTEE MEMBER APPOINTMENT AGREEMENT WITH BEN B. STEIN:

On November 17, 2014, GNCC Capital, Inc. ("the Company") entered into an amended 3 (Three) year Agreement with Ben B. Stein as a Member of the Company's Advisory Committee.

This replaces the Agreement entered into with Ben B. Stein on August 12, 2014.

SALIENT POINTS ON REVISED AGREEMENT:

1. No "Free Trading" shares of Common Stock to be provided to Ben B. Stein, which would have amounted to 150,000,000 "free trading" shares of Common Stock, every quarter, currently at a price of $0.0001; and
2. Annual remuneration reduced from $60,000 to that of $24,000; and
3. Remuneration to be paid through the issuance of shares of the Company's Series F Convertible Preferred Stock at a price of $1.00 each; and

RATIONALE FOR REVISED AGREEMENT:

The Company has terminated its previous policy of remuneration through the use of "Free Trading" shares of Common Stock with immediate effect.

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: NOVEMBER 17, 2014

RONALD YADIN LOWENTHAL
GNCC CAPITAL, INC.
EXECUTIVE CHAIRMAN

EXHIBITS:

A. Amended Advisory Committee Member Appointment Agreement with Ben B. Stein dated November 17, 2014.
B. Original Advisory Committee Member Appointment Agreement with Ben B. Stein dated August 12, 2014.

AMENDED ADVISORY COMMITTEE MEMBER APPOINTMENT AGREEMENT

AMENDED ADVISORY COMMITTEE MEMBER APPOINTMENT AGREEMENT ("the Agreement") dated as of NOVEMBER 17, 2014 between:

GNCC Capital Inc., a Delaware Corporation
With its principal address being 244 5th Avenue, Suite # 2525, New York, NY 10001
("The Corporation")

And

Ben B. Stein
Of 810 Quinwood Lane, Maitland, Florida 32751
("The Advisory Committee Member").

WITNESSETH

WHEREAS, Advisory Committee Member has established his expertise in, among other things, securities trading in listed and OTC common stocks, listed Put and Call Options, Option Arbitrage, Underwriting, Private Placements, Commodity trading and other Investment Instruments; coupled with an extensive knowledge in managing a Broker/Dealer.

WHEREAS, the Corporation desires to retain the Advisory Committee Member for an additional period of 3 (Three) years, commencing from August 12, 2014; to perform, as an Advisory Committee Member to the Corporation on the terms set forth below.

WHEREAS, all previous Agreements between the Corporation and the Advisory Committee Member are rendered null and void from the date of signature of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements, and upon the terms and agreements subject to the conditions hereinafter set forth, the parties do hereby covenant and agree as follows:

Section 1. RETENTION OF THE ADVISORY COMMITTEE MEMBER

The Corporation engages the Advisory Committee Member whom accepts such engagement, subject to the terms and conditions of this Agreement.

Section 2. SERVICES

The Advisory Committee Member shall provide advisory services to the Corporation, its subsidiary companies and to its Directors in connection with the objectives.

Section 3. COMPENSATION

For services rendered by the Advisory Committee Member pursuant to this Agreement, the Corporation shall remunerate the Advisory Committee Member, as follows:

<u>Compensation for Three Years Commencing on August 12, 2014</u>

The Advisory Committee Member shall be compensated at the rate of $24,000 (Twenty four thousand dollars) per annum, payable in equal annual installments.

It is agreed that the Advisory Committee Member be paid in shares of the Corporation's Series F Convertible Preferred Stock and not in cash.

The Corporation shall issue an amount of 24,000 (Twenty four thousand) shares of its Series F Convertible Preferred Stock at $1.00 (One dollar) per share; to the Advisory Committee Member upon signature of this agreement; to be expensed by the Corporation in the year ended September 30, 2014.

The Corporation shall issue an amount of 24,000 (Twenty four thousand) shares of its Series F Convertible Preferred Stock at $1.00 (One dollar) per share; to the Advisory Committee Member on August 12, 2015.

The Corporation shall issue an amount of 24,000 (Twenty four thousand) shares of its Series F Convertible Preferred Stock at $1.00 (One dollar) per share; to the Advisory Committee Member on August 12, 2016.

Additional compensation may be forthcoming depending on the contribution provided to the Corporation by the Advisory Committee Member as determined by the Committee of Directors from time to time.

Section 4. EXPENSES

The Corporation shall reimburse the Advisory Committee Member up to a maximum of US$250.00 (Two hundred and fifty dollars) per month for phone charges and other miscellaneous expenses incurred in the normal pursuit of the Objectives as outlined in this Agreement.

In the event that the Advisory Committee Member incurs additional expenses while engaged in Corporation business, Advisory Committee Member shall obtain the prior written consent of the President of the Corporation. All such expenses incurred after receiving the prior written approval of the President of the Corporation shall be promptly reimbursed to the Advisory Committee Member.

The Corporation's consent hereunder shall not be unreasonably withheld or delayed. The Advisory Committee Member must provide receipts for all expenses to the Corporation before any reimbursement will be issued to the Advisory Committee Member.

Section 5. ADVISORY COMMITTEE MEMBER OBLIGATIONS

The Advisory Committee Member will be solely responsible for any and all damages or losses with respect to any and all equipment utilized by the Advisory Committee Member in the performance of services under this Agreement, and the Corporation will have no liability of any kind with respect thereto, regardless of cause or fault. Each party hereby indemnifies and holds the other, its directors, officers, agents and employees, harmless from and against any and all claims, actions, demands, damages, liabilities or expenses, including counsel fees against the other, its directors, officers, agents and employees, arising out of the indemnifying party's acts or omissions or breach of this Agreement. This excludes any public statements made by the Corporation that are either inaccurate or untrue in respect of the Advisory Committee Member as well as the Corporations obligations under Section 6 of this agreement.

Section 6. ADVISORY COMMITTEE MEMBER WARRANTIES

The Advisory Committee Member warrants that he is fully qualified to perform the services to the Corporation as described in this Agreement. Furthermore, the Advisory Committee Member warrants that the services performed will conform to generally accepted standards for the type of project involved and that he will use his best efforts to render the services required in a timely and diligent manner. Additionally, the Advisory Committee Member warrants that the rendering of the services hereunder, including any work product resulting from the services will not violate any rights including but not limited to intellectual property rights, of any persons, or laws.

Section 7. PROPRIETARY RIGHTS

The Advisory Committee Member hereby represents and warrants that all information provided or utilized by the Advisory Committee Member hereunder does not and shall not directly or indirectly violate or infringe upon any copyright, patent, trade secret or other proprietary or intellectual property right of any third party or contribute to such violation or infringement. The Advisory Committee Member shall indemnify and hold the Corporation, its officers, directors, employees and agents harmless from and against any and all losses and damages arising out of the breach or claimed breach of the foregoing warranty. The provisions of this Section 7 shall survive termination of this Agreement for any reason.

Section 8. NON DISCLOSURE

The Corporation has determined that the Advisory Committee Member will not have regular or special access to Material Nonpublic Information and is not subject to the reporting and liability provisions of Section 16 of the Securities Exchange Act of 1934, as amended. Therefore there are no trading restrictions on the Advisory Committee Member's shares of the Corporation's non restricted Common Stock or on any subsequent purchases or sales of the common stock of the Corporation by the Advisory Committee Member. The Directors and Management of the Corporation maintain strict principals of non-disclosure in respect of the Advisory Committee Member's activity contracted for herein. In addition, if the Advisory Committee Member makes any recommendation to the Directors or Management, and that recommendation is material and is accepted and acted upon by the Corporation's Directors, then the Advisory Committee Member shall refrain from trading in the Corporation's shares of Common Stock until full public disclosure of same is made by the Corporation.

Section 9. NO PUBLICITY

Neither the Advisory Committee Member, nor any of his employees or agents shall refer to the Corporation in any manner whatsoever in publicity releases or advertising, including customer lists, or for other promotional purposes, without securing the prior written consent from the Corporation.

Section 10. FULL CO-OPERATION

In connection with the activities of the Advisory Committee Member on behalf of the Corporation, the Corporation will cooperate with the Advisory Committee Member and will furnish the Advisory Committee Member and the Advisory Committee Member's representatives with all information and data concerning the Corporation as may be required in connection with the Advisory Committee Member's services hereunder.

Section 11. REPRESENTATIONS

The Corporation warrants and represents to the Advisory Committee Member that this Agreement does not conflict with any other agreement binding the Corporation. The Corporation warrants and represents to the Advisory Committee Member, that the Corporation is fully authorized to offer and pay the Advisory Committee Member's compensation referred to in Section 3 above.

Section 12. MANAGEMENT

The Corporation agrees to provide the Advisory Committee Member with all historical and current public regulatory filings and such other documentation as is required by the Advisory Committee Member to assist in the compilation of the Corporation's profile on an ongoing basis.

Section 13. BREACH

In the event of a breach of the terms of this Agreement by either party, the breaching party shall have a 10 (ten) day period, after the receipt of written notice of the breach, to remedy any such breach.

Section 14. WAIVER OF AGREEMENT

The failure by the Corporation to exercise any rights or powers hereunder shall not be construed as a waiver thereof. The waiver by the Corporation of a breach of any provision of this Agreement by the Advisory Committee Member shall not operate nor be construed as a waiver of any subsequent breach by the Advisory Committee Member.

Section 15. NOTICES

All notices, requests, demands and other communications which are required or permitted under this Agreement shall be in writing and shall be deemed sufficiently given upon receipt if personally delivered, faxed, sent by recognized national overnight courier or mailed by certified mail, return receipt requested, to the address of the parties set forth above. Such notices shall be deemed to be given:

(i) When delivered personally; or

(ii) 1 (One) day after being sent by overnight courier carrier; or

(iii) 3 (Three) days after being mailed, respectively, to be addressed as follows:

If to GNCC CAPITAL, INC.:

GNCC CAPITAL, INC
244 5th Avenue
Suite # 2525
New York
NY 10001
E Mail: Corporate@gncc-capital.com

If to the Advisory Committee Member:

BEN B. STEIN
810 Quinwood Lane
Maitland
Florida 32751

Section 16. TERMINATION

This Agreement may be terminated prior to the expiration of its term:

A. By mutual written agreement of the parties;

B. By the Corporation or by the Advisory Committee Member, upon 90 (ninety) days written notice; or

C. By the Corporation, immediately, in the event of conduct by the Advisory Committee Member justifying termination, including but limited to, dishonesty or for any breach of any covenant in this Agreement.

Section 17. ASSIGNMENT OF RIGHTS

In consideration of payment to the Advisory Committee Member by the Corporation for work performed by the Advisory Committee Member, any and all operational improvements and process improvements developed by the Advisory Committee Member in the course of performing work for the Corporation shall be the sole and absolute property of the Corporation. All work performed by the Advisory Committee Member for and on behalf of the Corporation shall be deemed to be "work for hire" and any and all right, title and interest the Advisory Committee Member may have in and to any such work is hereby assigned to the Corporation, and the Corporation shall have all ownership rights in and to such work.

Section 18. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon, inure to the benefit of, and shall be enforceable by the Advisory Committee Member and the Corporation and their respective successors and assigns; provided, however, that the rights and obligations of the Advisory Committee Member under this Agreement (with the exception of those rights in Section 3 hereof) shall not be assignable.

Section 19. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

Section 20. ENTIRE AGREEMENT - AMENDMENTS

This Agreement contains the entire agreement and understanding between the parties and supersedes and preempts any prior understandings or agreements, whether written or oral. The provisions of this Agreement may be amended or waived only with the prior written consent of the Corporation and the Advisory Committee Member.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth hereinbefore:

GNCC CAPITAL, INC.



By: _____
Name **RONALD YADIN LOWENTHAL**
Title **EXECUTIVE CHAIRMAN**

BEN B. STEIN

By: _____

UPDATED RESUME OF ADVISORY COMMITTEE MEMBER

Ben B. Stein has 43 years of securities industry experience and the trading of derivative products. He has an extensive background in accounting and securities law.

He was a member of the Chicago Board Options Exchange for over 15 years acting as a Floor Broker, Market Maker. Mr. Stein represented 165 member firms while acting as a floor broker. He was the President of the CBOE Independent Floor Brokers Association and was instrumental in introducing conversions and reversal arbitrage to the members of the exchange and to the proprietary trading departments of the major Wall Street brokerage firms which he represented on the CBOE floor. Mr. Stein was also a member of the Chicago Board Trade. Mr. Stein was Chairman of the Board of a Public Internet Company which assisted the Wall Street community in Intranet service to their many Branches throughout the world.

Mr. Stein was also a Partner of a NYSE Member firm providing Institutions Option Strategies for their hedging needs. He also presented to the Chicago Securities community a new system of rapid data which enhanced trading and updating of key indexes.

His experience covers option arbitrage, common stocks, commodities, derivative products, private placements, and public underwritings.

Mr. Stein was Chairman of the Board and CEO of a FINRA Member firm with 5 Branch offices and a total of 300 Registered Representatives.

Mr. Stein has specialized primarily in emerging growth mining and resource stocks for the last 12 years. Mr. Stein is a Graduate of Roosevelt University with a Bachelors of Business Administration in Accounting. He also attended John Marshall Law School and held FINRA Licenses 3, 4, 7, 8, 24, 27 and 63.

Mr. Stein spent several years teaching students to prepare for FINRA exams in series 4, 6,7,24,27,63,65 and 66.

Mr. Stein served his country for 7 years in active and reserved duty in the United States Air Force.

GNCC CAPITAL, INC.

SUPPLEMENTAL INFORMATION

EXTENSION OF ADVISORY COMMITTEE MEMBER APPOINTMENT AGREEMENT WITH BEN B. STEIN

AUGUST 12, 2014

EXTENSION OF ADVISORY COMMITTEE MEMBER APPOINTMENT AGREEMENT WITH BEN B. STEIN:

On August 12, 2014, GNCC Capital, Inc. ("the Company") Directors' entered into a new and extended 3 (Three) year Agreement with Ben B. Stein as a Member of the Company's Advisory Committee.

BACKGROUND:

Mr. Ben B. Stein has served on the Company's Advisory Committee since November 11, 2011. This Agreement extends this appointment to August 12, 2017.

BEN B. STEIN RESUME:

Ben B. Stein has 43 years of securities industry experience and the trading of derivative products. He has an extensive background in accounting and securities law.

He was a member of the Chicago Board Options Exchange for over 15 years acting as a Floor Broker, Market Maker. Mr. Stein represented 165 member firms while acting as a floor broker. He was the President of the CBOE Independent Floor Brokers Association and was instrumental in introducing conversions and reversal arbitrage to the members of the exchange and to the proprietary trading departments of the major Wall Street brokerage firms which he represented on the CBOE floor. Mr. Stein was also a member of the Chicago Board Trade. Mr. Stein was Chairman of the Board of a Public Internet Company which assisted the Wall Street community in Intranet service to their many Branches throughout the world.

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Mr. Stein spent several years teaching students to prepare for FINRA exams in series 4, 6,7,24,27,63,65 and 66.

Mr. Stein served his country for 7 years in active and reserved duty in the United States Air Force.

DATED: AUGUST 17, 2014

RONALD YADIN LOWENTHAL
GNCC CAPITAL, INC.
EXECUTIVE CHAIRMAN

EXHIBIT:

Amended Advisory Committee Member Appointment Agreement with Ben B. Stein dated August 12, 2014.

AMENDED ADVISORY COMMITTEE MEMBER APPOINTMENT AGREEMENT

AMENDED ADVISORY COMMITTEE MEMBER APPOINTMENT AGREEMENT ("the Agreement") dated as of August 12, 2014 between:

GNCC Capital Inc., a Delaware Corporation
With its principal address being 244 5th Avenue, Suite # 2525, New York, NY 10001
("The Corporation")

And

Ben B. Stein
Of 810 Quinwood Lane, Maitland, Florida 32751
("The Advisory Committee Member").

And

Stelan Real Estate Management, Inc.,
("Stelan")

WITNESSETH

WHEREAS, Advisory Committee Member has established his expertise in, among other things, securities trading in listed and OTC common stocks, listed Put and Call Options, Option Arbitrage, Underwriting, Private Placements, Commodity trading and other Investment Instruments; coupled with an extensive knowledge in managing a Broker/Dealer.

WHEREAS, the Corporation desires to retain the Advisory Committee Member for an additional period of 3 (Three) years, commencing from the date of the signature of the Agreement; to perform, as an Advisory Committee Member to the Corporation on the terms set forth below.

WHEREAS, all previous Agreements between the Corporation and the Advisory Committee Member are rendered null and void from the date of signature of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements, and upon the terms and agreements subject to the conditions hereinafter set forth, the parties do hereby covenant and agree as follows:

Section 1. RETENTION OF THE ADVISORY COMMITTEE MEMBER

The Corporation engages the Advisory Committee Member whom accepts such engagement, subject to the terms and conditions of this Agreement.

Section 2. SERVICES

The Advisory Committee Member shall provide advisory services to the Corporation, its subsidiary companies and to its Directors in connection with the objectives.

Section 3. COMPENSATION

For services rendered by the Advisory Committee Member pursuant to this Agreement, the Corporation shall remunerate the Advisory Committee Member, as follows:

Compensation for Three Years Commencing on August 12, 2014

The Advisory Committee Member shall be compensated at the rate of $60,000 (Sixty thousand dollars) per annum, payable in equal quarterly installments.

It is agreed that the Advisory Committee Member be paid in unrestricted shares of the Corporation's Common Stock and not in cash.

Stelan has agreed to provide these shares of the Corporation's unrestricted Common Stock to the Advisory Committee Member on a quarterly basis; for and on behalf of the Corporation.

The Corporation through Stelan shall provide the Advisory Committee Member with an amount of $15,000 (Fifteen thousand dollars) of the Corporation's shares of unrestricted Common Stock in advance; and in each and every quarter commencing upon August 12, 2014 and terminating on May 12, 2017. It is recorded that the shares of the Corporation's unrestricted Common Stock in respect of compensation for the 3 (Three) month period commencing upon August 12, 2014 shall be issued by Stelan to the Advisory Committee Member on or before September 1, 2014. The number of shares of the Corporation's unrestricted Common Stock issued to the Advisory Committee Member shall be calculated by utilizing the average trading price of the Corporation's shares of Common Stock in the preceding 5 (Five) trading days prior to any such issuance to the Advisory Committee Member.

Additional compensation may be forthcoming depending on the contribution provided to the Corporation by the Advisory Committee Member as determined by the Committee of Directors from time to time.

The Corporation undertakes to reimburse Stelan Real Estate Management, Inc. at the price per share of the Corporation's Common Stock as detailed in this paragraph. Such reimbursement shall be through the issuance to Stelan by the Corporation of the Corporation's shares of Series B Convertible Preferred Stock at a price of $1.00 (One dollar) per share, Par Value $0.00001.

Section 4. EXPENSES

The Corporation shall reimburse the Advisory Committee Member up to a maximum of US$250.00 (Two hundred and fifty dollars) per month for phone charges and other miscellaneous expenses incurred in the normal pursuit of the Objectives as outlined in this Agreement.

In the event that the Advisory Committee Member incurs additional expenses while engaged in Corporation business, Advisory Committee Member shall obtain the prior written consent of the President of the Corporation. All such expenses incurred after receiving the prior written approval of the President of the Corporation shall be promptly reimbursed to the Advisory Committee Member.

The Corporation's consent hereunder shall not be unreasonably withheld or delayed. The Advisory Committee Member must provide receipts for all expenses to the Corporation before any reimbursement will be issued to the Advisory Committee Member.

Section 5. ADVISORY COMMITTEE MEMBER OBLIGATIONS

The Advisory Committee Member will be solely responsible for any and all damages or losses with respect to any and all equipment utilized by the Advisory Committee Member in the performance of services under this Agreement, and the Corporation will have no liability of any kind with respect thereto, regardless of cause or fault. Each party hereby indemnifies and holds the other, its directors, officers, agents and employees, harmless from and against any and all claims, actions, demands, damages, liabilities or expenses, including counsel fees against the other, its directors, officers, agents and employees, arising out of the indemnifying party's acts or omissions or breach of this Agreement. This excludes any public statements made by the Corporation that are either inaccurate or untrue in respect of the Advisory Committee Member as well as the Corporations obligations under Section 6 of this agreement.

Section 6. ADVISORY COMMITTEE MEMBER WARRANTIES

The Advisory Committee Member warrants that he is fully qualified to perform the services to the Corporation as described in this Agreement. Furthermore, the Advisory Committee Member warrants that the services performed will conform to generally accepted standards for the type of project involved and that he will use his best efforts to render the services required in a timely and diligent manner. Additionally, the Advisory Committee Member warrants that the rendering of the services hereunder, including any work product resulting from the services will not violate any rights including but not limited to intellectual property rights, of any persons, or laws.

Section 7. PROPRIETARY RIGHTS

The Advisory Committee Member hereby represents and warrants that all information provided or utilized by the Advisory Committee Member hereunder does not and shall not directly or indirectly violate or infringe upon any copyright, patent, trade secret or other proprietary or intellectual property right of any third party or contribute to such violation or infringement. The Advisory Committee Member shall indemnify and hold the Corporation, its officers, directors, employees and agents harmless from and against any and all losses and damages arising out of the breach or claimed breach of the foregoing warranty. The provisions of this Section 7 shall survive termination of this Agreement for any reason.

Section 8. NON DISCLOSURE

The Corporation has determined that the Advisory Committee Member will not have regular or special access to Material Nonpublic Information and is not subject to the reporting and liability provisions of Section 16 of the Securities Exchange Act of 1934, as amended. Therefore there are no trading restrictions on the Advisory Committee Member's shares of the Corporation's non restricted Common Stock or on any subsequent purchases or sales of the common stock of the Corporation by the Advisory Committee Member. The Directors and Management of the Corporation maintain strict principals of non-disclosure in respect of the Advisory Committee Member's activity contracted for herein. In addition, if the Advisory Committee Member makes any recommendation to the Directors or Management, and that recommendation is material and is accepted and acted upon by the Corporation's Directors, then the Advisory Committee Member shall refrain from trading in the Corporation's shares of Common Stock until full public disclosure of same is made by the Corporation.

Section 9. NO PUBLICITY

Neither the Advisory Committee Member, nor any of his employees or agents shall refer to the Corporation in any manner whatsoever in publicity releases or advertising, including customer lists, or for other promotional purposes, without securing the prior written consent from the Corporation.

Section 10. FULL CO-OPERATION

In connection with the activities of the Advisory Committee Member on behalf of the Corporation, the Corporation will cooperate with the Advisory Committee Member and will furnish the Advisory Committee Member and the Advisory Committee Member's representatives with all information and data concerning the Corporation as may be required in connection with the Advisory Committee Member's services hereunder.

Section 11. REPRESENTATIONS

The Corporation warrants and represents to the Advisory Committee Member that this Agreement does not conflict with any other agreement binding the Corporation. The Corporation warrants and represents to the Advisory Committee Member, that the Corporation is fully authorized to offer and pay the Advisory Committee Member's compensation referred to in Section 3 above.

Section 12. MANAGEMENT

The Corporation agrees to provide the Advisory Committee Member with all historical and current public regulatory filings and such other documentation as is required by the Advisory Committee Member to assist in the compilation of the Corporation's profile on an ongoing basis.

Section 13. BREACH

In the event of a breach of the terms of this Agreement by either party, the breaching party shall have a 10 (ten) day period, after the receipt of written notice of the breach, to remedy any such breach.

Section 14. WAIVER OF AGREEMENT

The failure by the Corporation to exercise any rights or powers hereunder shall not be construed as a waiver thereof. The waiver by the Corporation of a breach of any provision of this Agreement by the Advisory Committee Member shall not operate nor be construed as a waiver of any subsequent breach by the Advisory Committee Member.

Section 15. NOTICES

All notices, requests, demands and other communications which are required or permitted under this Agreement shall be in writing and shall be deemed sufficiently given upon receipt if personally delivered, faxed, sent by recognized national overnight courier or mailed by certified mail, return receipt requested, to the address of the parties set forth above. Such notices shall be deemed to be given:

(i) When delivered personally; or

(ii) 1 (One) day after being sent by overnight courier carrier; or

(iii) 3 (Three) days after being mailed, respectively, to be addressed as follows:

If to GNCC CAPITAL, INC.:

GNCC CAPITAL, INC
244 5th Avenue
Suite # 2525
New York
NY 10001
E Mail: Corporate@gncc-capital.com

If to the Advisory Committee Member:

BEN B. STEIN
810 Quinwood Lane
Maitland
Florida 32751

Section 16. TERMINATION

This Agreement may be terminated prior to the expiration of its term:

A. By mutual written agreement of the parties;

B. By the Corporation or by the Advisory Committee Member, upon 90 (ninety) days written notice; or

C. By the Corporation, immediately, in the event of conduct by the Advisory Committee Member justifying termination, including but limited to, dishonesty or for any breach of any covenant in this Agreement.

Section 17. ASSIGNMENT OF RIGHTS

In consideration of payment to the Advisory Committee Member by the Corporation for work performed by the Advisory Committee Member, any and all operational improvements and process improvements developed by the Advisory Committee Member in the course of performing work for the Corporation shall be the sole and absolute property of the Corporation. All work performed by the Advisory Committee Member for and on behalf of the Corporation shall be deemed to be "work for hire" and any and all right, title and interest the Advisory Committee Member may have in and to any such work is hereby assigned to the Corporation, and the Corporation shall have all ownership rights in and to such work.

Section 18. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon, inure to the benefit of, and shall be enforceable by the Advisory Committee Member and the Corporation and their respective successors and assigns; provided, however, that the rights and obligations of the Advisory Committee Member under this Agreement (with the exception of those rights in Section 3 hereof) shall not be assignable.

Section 19. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

Section 20. ENTIRE AGREEMENT - AMENDMENTS

This Agreement contains the entire agreement and understanding between the parties and supersedes and preempts any prior understandings or agreements, whether written or oral. The provisions of this Agreement may be amended or waived only with the prior written consent of the Corporation and the Advisory Committee Member.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth hereinbefore:

GNCC CAPITAL, INC.

/s/

By: _____
Name **RONALD YADIN LOWENTHAL**
Title **EXECUTIVE CHAIRMAN**

BEN B. STEIN

/s/

By: _____

STELAN REAL ESTATE MANAGEMENT, INC.

/s/

By: _____
Title **DIRECTOR**

UPDATED RESUME OF ADVISORY COMMITTEE MEMBER

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