

GNCC CAPITAL, INC.

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

PAGE NUMBERS: 285 - 343

EXHIBIT NUMBERED: 5 of 10

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

Upon the termination of the Employment Term by RM without Cause or by the Executive with Good Reason, RM 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 RM and its affiliates in a form reasonably requested by RM:

(A) continued payment of his Base Salary for 6 (six) months after termination, payable in accordance with the regular payroll practices of RM, 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 RM.

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 RM 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 RM.

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. DAVID JACK HARRIS
4200 Clear Valley Drive
Encino
CA 91436

If to the Corporation:

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

REPUTATION MANAGERS, LLC
2544 Gateway Road
Carlsbad
CA 92009
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 RM'S BUSINESS:-**

(a) **Confidentiality:-**

The Executive acknowledges that during the course of his employment by RM (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 RM and shall not disclose to others or use, whether directly or indirectly, any Confidential Information regarding the Corporation and RM, 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 RM 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 RM of such requirement, disclose no more information than is so required, and cooperate with any attempts by the Corporation and/or RM 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 RM'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, RM, its subsidiaries and affiliates, and their respective clients and customers that is not disclosed by the Corporation and/or by RM and that was learned by the Executive in the course of his employment by the Corporation and RM, 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 RM, 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 RM 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 RM 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 RM and its subsidiaries and affiliates relating to their education, experience, skills, abilities, compensation and benefits, and inter-personal relationships with customers of RM 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 RM 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 RM. The Executive agrees that, during the Restricted Period, he will not, directly or indirectly:

(A) solicit or recruit any employee of the Corporation, RM or any of its subsidiaries or affiliates (a "Current Employee") or any person who was an employee of the Corporation, RM 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 RM or its subsidiaries, who was a customer or client of RM 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 RM or its subsidiaries for the purpose of marketing, selling or providing to any such party any services or products offered by or available from RM or its subsidiaries; or

(B) Any supplier or vendor to RM or any subsidiary to terminate, reduce or alter negatively its relationship with RM or any subsidiary or in any manner interfere with any agreement or contract between RM 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 RM or its subsidiaries are the sole property of RM and its subsidiaries ("RM 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, RM 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, RM or its subsidiaries, except in furtherance of his duties under this Agreement. When the Executive's employment with RM terminates, or upon request of the Corporation and/or RM at any time, the Executive shall promptly deliver to the Corporation and/or RM all copies of RM Property in his possession or control.

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

Executive shall not, and shall not induce others to, disparage the Corporation, RM 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, RM's or its subsidiaries' or affiliates' employees or any individual or entity with whom the Corporation, RM or its subsidiaries or affiliates has a business relationship which would adversely affect in any manner:

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

(2) The business reputation of the Corporation, RM 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 RM 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 RM and its subsidiaries and affiliates, and, upon presentation of appropriate documentation, RM 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 RM'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 RM, 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 RM'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 RM any such payments previously received under Section 7(d) upon such a breach, and, in the event of such breach, the Corporation and/or RM will have no obligation to pay any of the amounts that remain payable by the Corporation and/or RM 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 RM and shall be fully enforceable thereafter.

11. **INDEMNIFICATION:-**

The Executive shall be indemnified to the extent permitted by the Corporation's and/or RM'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:-**

RM 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 RM 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

REPUTATION MANAGERS, LLC

/s/

_____

By: DANNY DEMICHELE
Title: DIRECTOR

THE EXECUTIVE

/s/

_____

DAVID JACK HARRIS

MUTUAL RESCISSION AND TERMINATION OF AGREEMENT

This Agreement of mutual rescission of a contract made and entered into this 16th day of November, 2014, by and between GNCC Capital, Inc. and Danny DeMichele and Reputation Managers, LLC.

The parties hereby mutually acknowledge and agree that:

1. On September 18, 2014, the parties entered into a contract, which is attached and marked *Exhibit A*.

2. The parties to that contract and to this agreement of mutual rescission wish to rescind that contract.

Therefore, in consideration of the mutual covenants of the parties, the parties hereby rescind the aforementioned contract effective as of this day first written above. This agreement of mutual rescission shall be binding upon the parties, their successors, assigns and personal representatives. Neither party shall have any further rights or duties thereunder.

This agreement shall be enforced under the laws of the State of Delaware. This is the entire agreement.

GNCC CAPITAL, INC.



RONALD YADIN LOWENTHAL
EXECUTIVE CHAIRMAN

REPUTATION MANAGERS, LLC

DANNY DEMICHELE
DIRECTOR

DANNY DEMICHELE

EMPLOYMENT AND SERVICE AGREEMENT

This employment agreement (this "Agreement"), dated as of September 18, 2014 (the "Effective Date"), is made by and between GNCC Capital, Inc., a Delaware corporation (the "Corporation"), Reputation, Managers, LLC, a California corporation ("RM") and Danny de Michele (the "Executive") (each, a "Party" and together, the "Parties").

WHEREAS, the Executive is employed as a Director of RM and remains as a member of the Board of Directors of RM; and

WHEREAS, the Parties wish to establish the terms of the Executive's employment by RM;

WHEREAS, RM is a wholly owned subsidiary Company of GNCC Capital, Inc.

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 a Director of RM. 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 RM and to maintain and promote the reputation thereof.

It is recorded that the Executive is the Founder and Chief Executive Officer of Incubate, LLC. The Executive spends the majority of his time and efforts in his duties at Incubate, LLC in his aforesaid capacity.

2. **EMPLOYMENT TERM:-**

Except for earlier termination as provided in Section 6, the Executive's employment with RM under this Agreement shall be for a **three-year term** commencing on the Effective Date and ending on September 16, 2017 (the "Employment Term").

3. **BASE SALARY:-**

RM agrees to the Executive a Base Salary of not less than $60,000 (Sixty thousand dollars), payable in accordance with the regular payroll practices of the Corporation and RM. The Executive's Base Salary shall be subject to annual review by the Board of the Corporation (or a committee thereof).

The base salary shall be in the amount of $60,000 (Sixty thousand dollars) per annum, referred to as the "Base Salary" for purposes of this Agreement**.**

The Executive shall not be entitled to a salary for the 6 (Six) month period, October 1, 2016 to March 31, 2015.

It is recorded that the Executive shall be paid by RM, the amount of $5,000 (Five thousand dollars) per month commencing upon April 25, 2014.

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 RM's bonus and other incentive compensation plans and programs (if any) for RM'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 RM, including, but not limited to, equity, pension, thrift, profit sharing, medical coverage, education, or other retirement or welfare benefits that RM 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. RM 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) **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 RM'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 RM prior to incurring any such expenses.

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 RM to the Executive of termination due to Disability. For purposes of this Agreement, "Disability" shall mean a determination by RM 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 RM to the Executive of a termination for Cause. "Cause" shall mean, as determined by the Board of RM (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 RM (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 RM or any material provision of RM'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 RM.

(d) **Without Cause:**

On the thirtieth day following written notice by RM 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 RM 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 RM within 15 (fifteen) days following receipt of written notification by the Executive to RM 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 RM.

7. **CONSEQUENCES OF TERMINATION:-**

(a) **Disability:-**

Upon termination of the Employment Term because of the Executive's Disability, RM 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 RM for Cause or by either party in connection with a failure to renew this Agreement, RM shall pay to the Executive any Accrued Benefits.

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

Upon the termination of the Employment Term by RM without Cause or by the Executive with Good Reason, RM 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 RM and its affiliates in a form reasonably requested by RM:

(A) continued payment of his Base Salary for 6 (six) months after termination, payable in accordance with the regular payroll practices of RM, 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 RM.

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 RM 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 RM.

9. **NOTICES**:-

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(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. DANNY DEMICHELE
2544 Gateway Road
Carlsbad
CA 92009

If to the Corporation:

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

REPUTATION MANAGERS, LLC
2544 Gateway Road
Carlsbad
CA 92009
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.

(a) **Non-Disparagement:-**

Executive shall not, and shall not induce others to, disparage the Corporation, RM 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, RM's or its subsidiaries' or affiliates' employees or any individual or entity with whom the Corporation, RM or its subsidiaries or affiliates has a business relationship which would adversely affect in any manner:

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

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

(b) **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 RM 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 RM and its subsidiaries and affiliates, and, upon presentation of appropriate documentation, RM shall compensate the Executive for any out-of-pocket expenses reasonably incurred by the Executive in connection therewith.

10. **INDEMNIFICATION:-**

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

11. **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.

12. **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.

13. **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.

14. **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.**

15. **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 2544 Gateway Rd., Carlsbad, Ca 92009implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in this Agreement.

16. **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.

17. **WITHHOLDING:-**

RM 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.

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

The Executive represents and warrants to the Corporation and RM 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.

19. **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

REPUTATION MANAGERS, LLC

/s/

_____

By: DANNY DEMICHELE
Title: DIRECTOR

THE EXECUTIVE

/s/

_____

DANNY DEMICHELE



GNCC CAPITAL, INC.

SUPPLEMENTAL INFORMATION

ACQUISITION OF REPUTATION MANAGERS, LLC

SEPTEMBER 19, 2014

ACQUISITION OF REPUTATION MANAGERS, LLC:

GNCC Capital, Inc. ("The Company or "GNCC") has acquired a 100% (One hundred percent) interest in Reputation Managers, LLC ("RM"), effective September 18, 2014, which operates from premises situated in Carlsbad, California. RM was established 6 years ago and then incorporated in 2010.

RM 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.

THE BUSINESS OF REPUTATION MANAGERS, LLC:

RM is a well-established and profitable company, specializing in Reputation Management for Brands and Individuals and it is at the cutting edge of this industry. The directors, have an extremely solid and proven track record, in building and scaling on-line businesses. RM's principal web address: www.reputationmanagers.com

RM has a very stable revenue stream and an impressive client list on which to build further. The white- hat expertise and techniques used incorporate; Social Media, SEO (Search Engine Optimization) and SEM (Search Engine Marketing). This acquisition will enable management to focus on growing revenues and continuing their development of software, which will automate the vast majority of the processes required.

RM are currently in beta mode for, what will be, the first Reputation Monitoring and Management software, enabling Politicians to manage how they are perceived online. The software will be used to help identify conversations that appear online, offer up solutions and to be proactive in preventing these from staying in the search engines and to keep up to date on conversations that are being said about their constituents. The software will not only aggregate, in real time, content that exists on the web, but will take it one step further and offer up suggestions on what to do when the content does appear.

Clients will purchase the software and have access to the data. There will also be a business model to help service clients when they do not have a team internally to help respond to negative or positive press that appears online.

The market size is huge, with political marketing expected to grow to over $20b by 2016 in the US. This is not only fueled by national election years, but also local state and city elections. In addition to the US market, there is interest being expressed from both Mexico and the Philippines

Reputation Management is amongst the fastest growing sectors of the on-line industry. The explosive growth of the Internet has dramatically changed the demands of reputation management. There are few barriers to publishing online, and every author has at least the potential of reaching broad audiences. There are also few laws regulating online information.

Content is often posted anonymously, and website operators have legal immunity over what is posted on their sites. In many cases there is no one to prosecute, and no leverage to demand retractions.

Online reputation management (ORM) first appeared in the mid-1990s, and has grown along with Internet use. These changes have also forced a much more proactive stance toward the protection of brand integrity. Security professionals now have a broad mandate for investigating, addressing and resolving online threats to the reputation of their company and its executives.

EMPLOYMENT AND SERVICE AGREEMENTS RELATED TO THE ACQUISITION OF REPUTATION MANAGERS, LLC:

GNCC has retained the existing Management of RM. David J. Harris will, with immediate effect join RM as its Chief Executive Officer and as a Director of RM. GNCC has also appointed David J. Harris to its Advisory Committee.

Both David J. Harris and Danny De Michele have entered into 3 (Three) year Service and Employment Agreements with RM. Danny De Michele will remain as a Director of RM.

Copies of these Service and Employment Agreements are attached to this filing as Exhibits.

RESUMES OF DAVID JACK HARRIS AND OF DANNY DE MICHELE:

DAVID JACK HARRIS:

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:

Danny is a true serial Internet entrepreneur. His entrepreneurial origins date back to 1998, when he opened a very successful online nutrition firm that was later acquired by a large international nutrition company. Taking what he learned from that business, he became a high-level online marketing consultant to many fortune 500 companies. In 2006, Danny, together with David Harris founded eVisibility from a home office and within 4 short years, turned it into one of the largest and fastest growing private search engine marketing firms in the country. His company, eVisibility, was named the 169th fastest-growing company in the U.S. by Inc Magazine in 2010. eVisibility was sold to LSF Interactive in 2010. LSF is now one of the largest privately held digital marketing firms in the US.

During his time at eVisibility, Danny also co-founded Buy Online, Inc, a conglomerate of eCommerce websites in the furniture vertical. With no start up cash, Danny grew this company to over $5 million a year in revenue in 3 short years and sold it to one of the largest online retailers of furniture, Max Industries. Danny continues to consult and play a pivotal role in that company.

Danny now leads Incubate.com's acquisition of online properties and strategizes how to take those properties to the next level.

It is recorded that the Danny DeMichele is the Founder and Chief Executive Officer of Incubate Holdings, Inc. d/b/a Elevated. Mr. DeMichele spends the majority of his time and efforts in his duties at Incubate Holdings, Inc. d/b/a Elevated in his aforesaid capacity. It is possible from time to time, Mr. DeMichele may have a conflict of interest. Should this arise at any time, the Board of Directors of RM will resolve any such potential conflicts in an amicable fashion so as to maintain the excellent symbiotic relationships currently in place.

SETTLEMENT CONSIDERATION OF ACQUISITION:

GNCC will issue 400,000 (Four hundred thousand) shares of its Series H Convertible Preferred Stock at a price of $1.00 (One dollar) each, Par Value $0.00001 to settle the acquisition price of $400,000 (Four hundred thousand dollars).

GNCC has also assumed the salary liabilities of RM to David J. Harris for a period of 1 (One) year in the amount of $140,000 (One hundred and forty thousand dollars) as well as a Signing Bonus in the amount of $50,000 (Fifty thousand dollars).

SHARES OF GNCC SERIES H CONVERTIBLE PREFERRED STOCK:

The shares of Series H Convertible Preferred Stock bear interest at the rate of 8% (Eight percent) per annum.

They are secured by a Liquidation Preference that 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, Reputation Managers, LLC, incorporated in the State of California under Filing ID Number: 201001110012.

They are not redeemable for a period of less than 1 (One) year from the date of issue.

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

Each share of Series H 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, 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 H Preferred Convertible Stock, Conversion Price in effect at the time of conversion.

The "Series H 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 H Conversion Price, and the rate at which shares of Series H Convertible Preferred Stock may be converted into shares of Common Stock. Shares of Series H Convertible Preferred Stock converted into shares of Common Stock in accordance with the terms hereof shall be canceled and shall not be reissued.

The Certificate of Authorization of these shares of Series H Convertible Preferred Stock are attached to this filing as an Exhibit.

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. This will be accounted for in this fiscal year ending September 30, 2014.

GNCC has also assumed the salary liabilities of RM to David J. Harris for a period of 1 (One) year as well as a Signing Bonus. These will be treated as an unsecured and interest free loan from GNCC to RM.

GNCC does not expect to account for any profits from RM, from the date of the acquisition, September 17, 2014, in the remaining days of our fiscal year, ending September 30, 2014; due to extraordinary RM charges in that short period such as the David J Harris "Signing Bonus" of $50,000.

GNCC is forecasting a modest increase in RM's current revenues and EBITDA for the 3 (Three) months ended December 31, 2014, this being the first Quarter of GNCC's 2015 Fiscal Year.

GNCC is forecasting a very substantial increase in RM's current revenues and EBITDA for their full year ending December 31, 2015, this commencing upon January 1, 2015. This is primarily due to the appointment of David Jack Harris as the Chief Executive Officer of RM.

DATED: SEPTEMBER 19, 2014

RONALD YADIN LOWENTHAL
GNCC CAPITAL, INC.
EXECUTIVE CHAIRMAN

EXHIBITS:

Acquisition Agreement in respect of Reputation Managers, LLC by GNCC Capital, Inc. dated September 18, 2014.

Service and Employment Agreement between GNCC Capital, Inc., Reputation Managers, LLC and David Jack Harris dated September 18, 2014.

Service and Employment Agreement between Reputation Managers, LLC and Danny DeMichele dated September 18, 2014.

Certificate of Designation of Shares of Series H Convertible Preferred Stock.

STOCK SALE AND ACQUISITION AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into by and among Danny DeMichele ("Seller"), David Jack Harris ("Harris") and GNCC Capital, Inc. ("Buyer'), A Delaware Corporation, effective as of the date signed by the last signing party, September 18, 2014.

WITNESSETH

WHEREAS, the Seller owns all of the Members' Interest of Reputation Managers, LLC, a California Corporation (the "Company") which is principally engaged in the business of specializing in Reputation Management for Brands and Individuals (the "Business") principally located at 2544 Gateway Rd., Carlsbad, CA 92009 (the "Business Property"); and

WHEREAS, Buyer desires to purchase from Seller and Seller desires to sell to Buyer all of the Members' Interest of the Company, on the terms and subject to the conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereby agree as follows:

ARTICLE I.

SALE AND PURCHASE

1.1. Capital Stock.

Upon the terms and subject to the conditions of this Agreement, at the Closing, on the Closing Date (as hereinafter defined), Seller agrees to sell, assign, transfer, convey and deliver to Buyer, and Buyer agrees to purchase and acquire, all of Seller's right, title and interest in and to all of the Members' Interest of the Company (the "Shares"), free and clear of all liens, claims, security interests, options, charges, pledges and other restrictions or encumbrances of any kind.

1.2. Employment of Seller.

As part of the sale and purchase herein, David Jack Harris shall be appointed as a Director and as Chief Executive Officer of the Company and Danny DeMichele shall serve as an Executive Director of the Company. A copy of these two Service and Employment Agreements are attached to this Agreement, as Exhibits.

ARTICLE II.

PURCHASE PRICE

2.1. Purchase Price.

The aggregate purchase price to be paid by the Buyer to Seller, Danny DeMichele and to Harris for and in consideration of the sale, transfer and conveyance of the Stock; and the Service and Employment Agreements with both David Jack Harris and Danny DeMichele as set forth in Article I shall be $400,000 (Four hundred thousand dollars) (the "Purchase Price").

2.2. Manner of Payment.

The Purchase Price shall be paid at Closing as follows:

a. The issue to Danny DeMichele and to David Jack Harris of the amount of 400,000 (Four hundred thousand) shares of GNCC Capital, Inc. Series H Convertible Preferred Stock at a price of $1.00 (One dollar) each, Par Value $0.00001.

2.3 Access to Financial Records.

Buyer shall insure that Seller and its accountants shall have full and complete access to all of the Company's financial records, including, but not limited to, bank statements, deposit slips and original and copies of customer checks, on reasonable notice and during normal business hours, from the Closing Date onwards.

ARTICLE III.

CLOSING DATE AND DELIVERIES AT CLOSING

3.1. Closing Date.

Subject to the provisions of Article X of this Agreement, the closing of the transactions contemplated by this Agreement (the "Closing") shall be deemed to be on September 18, 2014. The date of the Closing is referred to herein as the "Closing Date."

3.2. Deliveries by Seller.

In addition to and without limiting any other provisions of this Agreement, Seller agrees to deliver to Buyer at or prior to the Closing, the following:

a. Certificates representing all of the Members' Interest, duly endorsed to Buyer or Buyer's assignee;

b. All books and records (including all computerized records and other computerized storage media) of Seller and Company relating to the Business (collectively the "Books and Records"), including, without limitation, customer contacts, copies of tax returns and general ledgers, corporate minute books and capital stock books of the Company;

c. A list of accounts receivable, retainage and work in progress;

d. A certificate dated as of the Closing Date certifying that each covenant and obligation of Seller has been complied with and that each representation and warranty is true and correct at Closing as if made on and as of Closing; and

3.3. Deliveries by Buyer.

In addition to, and without limiting any other provisions of this Agreement, Buyer agrees to deliver to Seller at the Closing on the Closing Date:

a. The Purchase Price pursuant to terms set forth in Article II; and

b. A list of accounts receivable, retainage and work in progress; and

c. A certificate dated as of the Closing Date certifying that each covenant and obligation of Buyer has been complied with and that each representation and warranty is true and correct at Closing as if made on and as of Closing. In the event that Buyer assigns its rights under this Agreement to a corporation as permitted, such corporation shall also supply a similar certificate and Buyer shall also deliver a certified copy of the resolution of the Board of Directors of the Buyer's assignee approving this Agreement and the consummation of the transactions contemplated hereunder and a copy of the assignee's Articles of Incorporation; and

ARTICLE IV.

DISCLOSURES, REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer, which warranties and representations shall survive the Closing for a period of twelve (12) months from the Closing Date, regardless of what examinations, inspections, audits and other investigations the Buyer has heretofore made or may hereafter make, with respect to such warranties and representations, to the best of its knowledge after reasonable efforts to verify the accuracy of such warranties and representations, as follows:

4.1. Provision of Documents to Buyer.

Seller has delivered, or will deliver to Buyer, on or before five (5) days after execution of this Agreement, copies of the following documents to Buyer:

a. True and complete copies of all real or personal property leases ("Leases") and any other written contracts, agreements, or commitments in an amount in excess of $5,000 (Five thousand dollars) (individually or in the aggregate to the same party) to which the Company is a party or is bound or that bind the Business Property, including but not limited to, if any, purchase, sale or other commitments, distributorship, franchise or similar agreements, patent or trademark licensing agreements (either as licensor or licensee), lease or sublease agreements (either as lessor or lessee), owner/operator agreements, equipment leases, employment agreements, including but not limited to, agreements entered into by employees of the Company with the Company relating to the transfer and/or safeguarding of intellectual property rights, consulting agreements, union or collective bargaining agreements and the Company's current vendor contracts (collectively the "Contracts");

b. A true and complete list of all policies of fire, liability, medical, group life, worker's compensation or other form of insurance held by or applicable to the Company and the Business Property (collectively the "Insurance Policies"), together with copies of such Insurance Policies;

c. A true and complete list of all governmental licenses, permits, authorizations and approvals obtained by or issued to the Company (collectively, "Permits");

d. A true and complete list of all customers/members including names, addresses, telephone numbers and the name of the Company's principal contact, and

4.2. Due Organization.

The Company is a Limited Liability Corporation duly organized, validly existing and in good standing under the laws of the State of California. The Company has the corporate power and lawful authority to own its properties and to transact the business in which it is currently engaged. The Company is not required to be qualified to transact business as a foreign corporation in any jurisdiction.

4.3. Articles of Incorporation and By-Laws.

The copy of the Articles of Incorporation and any amendments thereto, and By-Laws, of the Company delivered to Buyer on or before the Closing Date are, and on the Closing Date will be, true and complete and are, and on the Closing Date will be, as in effect on the date hereof.

4.4. No Subsidiaries.

On the date hereof, the Company does not own, and on the Closing Date will not own, any capital stock or other securities or any other direct or indirect interest in any firm, corporation or other entity (including any joint venture or partnership).

4.5. Power and Authority.

a. Seller has full capacity and authority to enter into this Agreement and to consummate the transactions contemplated hereby. This Agreement and each other agreement and instrument to be executed by Seller in connection herewith has been (or upon execution will have been) duly executed and delivered by Seller, has been effectively authorized by all necessary action of Seller, and constitutes (or upon execution will constitute) legal, valid and binding obligations of Seller enforceable against Seller in accordance with their respective terms.

b. The Shares consist of the entire Members Interest of the Company. Seller owns the Members Interest free and clear of all liens, claims, security interests, options, charges, pledges and other restrictions or encumbrances of any kind. No other party has any legal, equitable or beneficial ownership in the Members Interest. There are no outstanding subscriptions, options or warrants for shares of the Company and the Company has not entered into or granted, or agreed to grant, any contracts, commitments, pre-emptive rights, rights of first refusal or other rights or agreements under which the Company is or may become obligated to issue any shares of Members' Interest.

c. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby, nor compliance by Seller with any of the provisions hereof, will:

(1) violate, or conflict with, or result in a breach of any provisions of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, or accelerate the performance required by, or result is the creation of any lien, security interest, charge or encumbrance upon any of the properties or assets of the Company under any of the terms, conditions or provisions of the Articles of Incorporation or By-Laws of the Company, or any note, bond, mortgage, indenture, deed of trust, license, agreement, lease or other instrument or obligation to which the Company is a party, or by which the Company or any of its properties or assets, may be bound or affected; or

(2) Violate any order, writ, injunction, decree, or any statute, rule or regulation, applicable to the Company, or any of the Company's properties or assets.

4.6. Financial Statements.

The Seller has delivered to the Buyer, true and correct copies of the Company's unaudited financial statements, including balance sheet, statement of earnings and statement of changes in financial position of the Company for the 12 (Twelve) months ended December 31, 2013 and for the eight month period ended August 31, 2014 (these financial statement, including the footnotes thereto, are hereinafter referred to collectively as the "Financial Statements"). The Financial Statements:

(i) are in accordance with the books and records of the Company;

(ii) present fairly the financial position and results of operations of the Company in all material respects at the dates and for the periods indicated therein; and

(iii) have been prepared in accordance with generally accepted accounting principles, applied on a consistent basis. In accordance with past practice, the Company has not engaged in any transaction, maintained any bank account or used any of the funds of the Company in the conduct of its business except for transactions, bank accounts and funds which have been and are reflected in the normally maintained books and records of the Company.

4.7. Undisclosed Liabilities.

As of the effective dates on the Financial Statements, the Company has no liabilities or obligations of any nature (whether accrued, absolute, contingent, by guaranty, surety or assumption or otherwise), which were not fully disclosed, reflected or reserved against in the Financial Statements or the notes thereto; and except for current liabilities or obligations which have been incurred since the effective date of the most recent Financial Statement in the ordinary course of business, the Company has not incurred any liability or obligation of any nature (whether accrued, absolute, contingent, by guaranty, surety or assumption or otherwise).

4.8. Condition of the Company's Assets.

a. The Company is the sole legal and beneficial owner of, or has the exclusive, unrestricted right and authority to use the personal property included in the list of the Company's assets ("Company's Assets"), free and clear of all mortgages, security interests, liens, leases, covenants, assessments, easements, options, rights of refusal, restrictions, reservations, defects in the title and other encumbrances. The Company's Assets are all the assets set forth on the Financial Statements and are used in the operation of the Business.

b. Company owns no real property. To the best of Sellers' knowledge, the Company is in lawful possession of all real estate occupied by the Company pursuant to those real estate leases included in the Contracts and Leases provided to Buyer pursuant to Section 4.1, free and clear of all liens and other encumbrances or restrictions.

c. Each and every one of the items of tangible personal property included in the Company's Assets, including any improvements or attachments to the Business Property, are in the same physical condition as when inspected and examined by Buyer, reasonable wear and tear from the date of inspection excepted.

4.9. Contracts.

a. All contracts to which the Company is a party, or under which the Company may be obligated, or to which the Company or any of its rights or assets may be subject or bound, are valid, binding and enforceable in accordance with their terms.

b. Neither the Company, nor any other person, firm, corporation or entity, are in breach of, or default under, any contract to which the Company is a party; and no event or action has occurred, is pending, or is threatened, which after the giving of notice, or the lapse of time, or otherwise, would constitute or result in a breach or default by the Company, or any other person, firm, corporation or entity, under any contract to which the Company is a party.

4.10. Employee Matters; Employee Benefit Plans; Employment Agreements; and Similar Arrangements.

a. Other than as provided to the Buyer, there are no employee benefit plans and labor and employment agreements or other similar arrangements to which the Company is a party or by which it is bound, legally or otherwise, including, without limitation:

(1) any profit-sharing, deferred compensation, bonus, stock option, stock purchase, pension, retainer, consulting, retirement, severance, welfare or incentive plan, agreement or arrangement,

(2) any plan, agreement or arrangement providing for "fringe benefits" or prerequisites to employees, officers, directors or agents, including but not limited to benefits relating to the Company's automobiles, clubs, vacation, child care, parenting, sabbatical, sick leave, medical, dental, hospitalization, life insurance and other types of insurance,

(3) Any employment agreement, oral or written, or

(3) Any other employee benefit plan.

b. The Company is in compliance in all material respects with all laws and regulations applicable to the plans referred to in the preceding paragraph 4.10(a) and has performed all of its obligations under these plans in all material respects. The Company has complied in all material respects with, and is not in violation in any material respect of, applicable federal, state and local equal employment opportunity and other employment or labor statutes, laws and regulations with respect to its employees, including without limitation, those involving health and safety matters.

c. There has been no act or omission by the Company or any affiliate that has given rise to or may give rise to fines, penalties, taxes, or related charges with respect to the plans referred to in paragraph 4.10(a).

4.11. Litigation.

There are no actions, suits or proceedings pending or threatened including, without limitation, actions, suits or proceedings relating to product or service liability claims, against or affecting the Company or any of its property or business, at law or in equity, or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign. Seller has no knowledge of any state of facts or contemplated event which may reasonably be expected to give rise to any such claim, action, suit, proceeding or investigation. The Company is not operating under, or subject to, or in default with respect to, any order, writ, injunction or decree of any court or governmental agency or body, domestic or foreign. The Company has not received any orders, reports or embargoes from any governmental agency citing any deficiencies or requiring any corrective action with regard to the Business, and Seller has no knowledge of any state of facts or contemplated event which may reasonably be expected to give rise to any such order, report or embargo.

4.12 Labor Relations.

There is no labor trouble, dispute, grievance, controversy, strike or request for union representation pending, or threatened against the Company relating to or affecting the Business or operations, and the Seller does not know of the occurrence of any event which would give rise to any such labor trouble, dispute, controversy, strike or request for representation. The Company is not a party to any collective bargaining agreement, no such agreement determines the terms and conditions of employment of any employee of the Company, no collective bargaining agent has been certified as a representative of any of the employees of the Company, and no representation, campaign, or election is now in progress with respect to any of the employees of the Company.

4.13. Permits; Licenses; Consents.

The Company has all permits and licenses necessary to own and operate its properties and to carry on and conduct the Business as presently carried on and conducted. No permits, approvals, consents, satisfaction of waiting periods, or waivers thereof of agencies of any jurisdiction or governmental body, or of any other person whatsoever, are necessary to allow Seller to consummate the transactions contemplated in this Agreement in compliance with, and not in breach of, all applicable laws, rules, regulations, orders of governmental or other agency directives, or the provisions of any contract binding upon the Company.

4.14. Subsequent Events.

Since the effective date of the last Financial Statement, being August 31, 2014, the Company has conducted its business only in the ordinary course, and, except as contemplated by this Agreement, there has not been any:

a. adverse change in the financial condition, assets, liabilities, business affairs or prospects or assets of the Company or with respect to the Company's business relations with any of its salaried employees, suppliers or customers;

b. sale, assignment, transfer, mortgage, pledge, encumbrance or lease of any assets of the Company, except in the ordinary course of business;

c. incurrence of any obligation or liability (absolute or contingent), except for current liabilities incurred, and obligations under contracts entered into, in the ordinary course of business;

d. increase in compensation payable or to become payable by the Company to any officer, employee, agent or consultant, whether by means of bonus, percentage compensation, service award or other like benefit, or welfare, pension, retirement or similar payment or arrangement, other than routine increases made in the ordinary course of business;

e. discharge or satisfaction of any lien, charge or encumbrance, or payment of any obligation or liability, absolute or contingent, by the Company, other than current liabilities shown in the most current Financial Statement and current liabilities incurred since that date in the ordinary course of business;

f. release, compromise, waiver or cancellation of any debts or claims, except in each case in the ordinary course of business;

g. incurrence of any extraordinary losses or waiver of any rights of substantial value;

h. capital expenditures in excess of $100,000 (One hundred thousand dollars) for any single item or $10,000 (Ten thousand dollars) in the aggregate, unless such expenditure was in the ordinary course of business;

i. change in accounting methods or practices (including, without limitation, any change in depreciation or amortization policies or rates or income recognition methods) by the Company;

j. revaluation by the Company of any of its assets;

k. damage, destruction or loss (whether or not covered by insurance) adversely affecting the assets or business of the Company;

l. loan; or

m. Loan by the Company to any person or entity, or guaranty by the Company of any agreement by Seller or the Company to do any of the foregoing.

4.15. Taxes.

The Company has filed proper and accurate federal, foreign, state and local tax returns and estimates for all years and periods (and portions thereof) for which any such returns, reports or estimates were due and all such returns and estimates were prepared in the manner required by applicable law; and any and all amounts shown on such returns and reports to be due and payable have been paid in full, or will be paid in full on or before the Closing.

4.16. Brokers.

The Seller has not employed a broker to complete this transaction.

4.17. Accuracy.

The Financial Statements, and all other certificates, documents and instruments furnished by the Seller, the Company, or any of the Company's directors, officers or employees in connection with this Agreement, or any other transaction contemplated by this Agreement, are true and complete in all material respects, and neither this Agreement, nor the Financial Statements, nor any other certificate, document or instrument furnished by the Seller, the Company, or any of the Company's directors, officers or employees in connection with this Agreement, or any other transaction contemplated by this Agreement, contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements included herein or therein not misleading in light of the circumstances under which they were made.

4.18. Environmental Matters.

Seller represents the following:

a. The operations of the Company complies with all applicable federal, state and local laws or regulations relating to or addressing the environment; and

b. The Company and Seller have obtained all environmental, health and safety Permits & Licenses necessary for the Company's operation, and all such Permits & Licenses are in good standing and the Company is in compliance with all terms and conditions of such permits and licenses.

4.19. Warranties.

No material liability exists for any return claim, warranty claim or other obligation to provide service on, or to repair or replace, any products sold or delivered by the Company at any time on or prior to the Closing.

4.20. Intellectual Property.

In respect of the Company's copyrights, patents and trademarks, the Seller has provided the Buyer with a full and detailed schedule. It is recorded that the Company owns the following domain name which is included as assets of the Company in respect of this sale to the Buyer:

www.reputationmanagers.com

This Domain Name remain as an asset of the Company upon the Closing Date.

4.21. Representations True and Correct.

To the best of Seller's knowledge, the representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same force and effect as if made on and as of the Closing Date.

4.22. Compliance with Covenants.

Seller shall have performed and complied with all covenants, agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing Date.

4.23. Proceedings Satisfactory.

All proceedings to be taken in connection with the consummation of the transactions contemplated by this Agreement and all documents incident thereto, shall be reasonably satisfactory in form and substance to Buyer and its counsel, and Buyer and its counsel shall have received copies of such documents as Buyer and its counsel may reasonably request in connection therewith including, but not limited to, the documents to be delivered by the Seller to Buyer pursuant to Section 4.1 hereof.

ARTICLE V.

REPRESENTATIONS AND WARRANTIES OF BUYER

The Buyer hereby represents and warrants to the Seller (which warranties and representations shall survive the Closing for a period of twelve (12) months from the Closing Date, regardless of what examinations, inspections, audits and other investigations the Seller has heretofore made or may hereafter make, with respect to such warranties and representations) as follows:

5.1. Due Organization.

In the event that Buyer assigns its interest in this Agreement, then Buyer and its assignee represent that the assignee is a duly organized and validly existing corporation in good standing under the laws of the State of Delaware.

5.2. Articles of Incorporation.

In the event that Buyer assigns its interest in this Agreement, then Buyer and its assignee represent that the copies of the Articles of Incorporation that Buyer and its assignee delivered to the Seller on or before the Closing Date are, and on the Closing Date will be, true and complete and are, and on the Closing Date will be, as in effect on the date hereof.

5.3. Power and Authority.

In the event that Buyer assigns its interest in this Agreement, then Buyer and its assignee represent that:

a. Buyer's assignee has full corporate power to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will, prior to the Closing Date, have been duly and validly authorized by the Members of the assignee. No other corporate acts or proceedings on the part of the assignee will be necessary to authorize this Agreement or the transactions contemplated hereby, and this Agreement constitutes a valid and legally binding obligation of Buyer and its assignee, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application relating to creditors' rights or by the application of equitable principles when equitable remedies are sought.

b. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby, nor compliance by Buyer and its assignee with any of the provisions hereof, will:

(1) violate, or conflict with, or result in a breach of any provisions of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under any of the terms, conditions or provisions of the Articles of Incorporation of Buyer's assignee, or any note, bond, mortgage, indenture, deed of trust, license, agreement or other instrument or obligation to which Buyer or its assignee is a party, or by which any of Buyer's or its assignee's properties or Assets may be bound or affected; or

(2) Violate any order, writ, injunction or decree, or any statute, rule or regulation applicable to Buyer or its assignee or any of Buyer's or its assignee's properties or assets.

5.4. Accuracy.

All certificates, documents and instruments furnished by Buyer or any of its members or employees in connection with this Agreement, or any other transaction contemplated by this Agreement, are true and complete, and neither this Agreement, nor any certificate, document or instrument furnished by Buyer or any of its or it's assignee's members or employees in connection with this Agreement, or any other transaction contemplated by this Agreement, contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements included herein or therein not misleading in light of the circumstances under which they were made.

5.5. Permits: Consents.

No permits, approvals, consents, satisfaction of waiting periods, or waivers thereof of agencies of any jurisdiction or governmental body, or of any other person whatsoever, are necessary to allow Buyer to consummate the transactions contemplated in this Agreement in compliance with, and not in breach of, all applicable laws, rules, regulations, orders or governmental or other agency directives, or the provisions of any contract binding upon Buyer.

5.6. Litigation.

There is no claim, action, suit or proceeding pending of which Buyer has received notice by or before any court, governmental or regulatory authority, or by or on behalf of any other party or person, which challenges the validity of this Agreement or which, if adversely determined, would adversely affect the ability of Buyer to consummate the transactions contemplated by this Agreement.

5.7. Investment Representation.

Buyer acknowledges that the Shares have not been registered under any federal or state securities laws. The Shares are being acquired for investment purposes only and not for sale or with a view to distribution of all or part of the Shares. Buyer understands that the Shares are characterized as "restricted securities" under the federal securities laws inasmuch as they are acquired from Sellers in a transaction not involving a public offering and that under such laws and applicable regulations, such securities may not be resold without registration under the Securities Act of 1933, as amended, except in certain limited circumstances.

5.8. Brokers.

The Buyer has not employed a broker to complete this transaction.

ARTICLE VI.

INDEMNIFICATION

6.1. Indemnification Obligation of Seller.

Seller shall indemnify and hold harmless Buyer, the Company and their successors and assigns, against and in respect of any and all direct or indirect damages, claims, losses, liabilities and expenses (including, without limitation, legal, accounting, and other expenses) suffered by Buyer, or its successors and assigns, which may arise out of or be in respect of:

a. any material breach or violation of this Agreement by Seller;

b. any material falsity, inaccuracy or misrepresentation in or breach of any of the representations, warranties or covenants made in this Agreement by Seller;

c. any material inaccuracy or misrepresentation in any certificate, document or instrument delivered at or prior to the Closing by or on behalf of Seller, in accordance with the provisions of this Agreement;

d. any claims against the Company for any actions undertaken by the Company, its employees or agents, prior to the Closing; and

e. Any warranty claims for defective work performed by the Company or other warranty claims arising out of the Business prior to the Closing, but only for a period of one (1) year after the Closing.

6.2. Indemnification Notice.

a. Upon obtaining knowledge thereof, Buyer shall promptly notify Seller, in writing, of any damages, claims, losses, liabilities or expenses which Buyer has determined has given or could give rise to a right of indemnification under Section 6.1 **h**ereof ("Notice of Claim"). The Notice of Claim shall specify the nature and details of the claim (including the amount claimed) giving rise to such right of indemnification.

b. Upon receipt of the Notice of Claim, Seller shall timely undertake all necessary action to remedy the issue, including cash payment to satisfy the obligation, if required.

6.3. Indemnification Obligation of Buyer.

Buyer, shall indemnify and hold harmless Seller, its successors and assigns, against and in respect of any and all direct or indirect damages, claims, lawsuits, liabilities and expenses (including, without limitation, legal, accounting and other expenses) suffered by them or their successors and assigns, arising out of or connected with:

(i) any breach or violation of this Agreement by Buyer;

(ii) any falsity, inaccuracy or misrepresentation in or breach of any of the representations, warranties or covenants made in this Agreement by Buyer; and

(iii) Any inaccuracy or misrepresentation in any certificate, document or instrument delivered at or prior to the Closing by or on behalf of Buyer.

6.4. Indemnification Notice.

a. Upon obtaining knowledge thereof, Seller shall promptly notify Buyer, in writing, of any damages, claims, losses, liabilities or expenses which Seller has determined has given or could give rise to a right of indemnification under Section 6.3 hereof ("Notice of Claim"). The Notice of Claim shall specify the nature and details of the claim (including the amount claimed) giving rise to such right of indemnification.

b. Upon receipt of the Notice of Claim, Buyer shall timely undertake all necessary action to remedy the issue, including cash payment to satisfy the obligation, if required.

ARTICLE VII

PRE-CLOSING COVENANTS

7.1. Seller's Covenants. From and after the date hereof, and until the Closing Date, Seller shall:

a. Permit Buyer, through its representatives, accountants and attorneys, to inspect the Business Property, assets, business and financial records of Seller and make any other such investigations of the Business and the financial and legal condition of Seller as Buyer may reasonably deem necessary or advisable including, without limitation, providing Buyer with reasonable access during regular business hours to the Seller's Business Property, and to the Seller's customers/members, suppliers, creditors, lessors and similarly situated persons in connection with such investigations, making available to such persons on the premises of the Companies all such books, records and other data as they may reasonably request, with as little interference to the Business as possible (notwithstanding the provisions of this section, **Buyer shall not** appear at the Business Property; or communicate in any manner with any of the Company's officers, directors or employees--other than Seller and any Seller designated employee; or communicate in any manner with any of the Company's customers, suppliers or vendors, without the express permission of Seller);

b. Carry on the Company's business in the ordinary course;

c. Refrain from doing, or causing to be done, anything which would cause the representations and warranties set out in Article IV to be untrue, incomplete or inaccurate on the Closing Date as if made on such date;

d. Continue to insure the Company and all property, real and personal, owned or leased by the Company substantially in accordance with the manner previous to Closing, and to use, operate, maintain and repair all property in accordance with Seller's and the Company's prior practice;

e. Use its best efforts (without making any commitments on behalf of Buyer) to preserve the Company's business organization intact, to keep available to Buyer, the Company's present key employees, and to preserve for Buyer the Company's present relationships with its suppliers and customers/members and others having business relationships with it; and

f. Retrain from doing any act or omitting to do any act, or permitting any act or omission to act, which will cause a breach of any material contract, commitment or obligation of Seller.

7.2. Best Efforts.

Subject to the terms and conditions of this Agreement, each of the parties hereto will use its best efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate the transactions contemplated by this Agreement at the earliest practicable date.

7.3. Consents.

Without limiting the generality of Section 7.2 hereof, each of the parties hereto will use its best efforts to obtain all licenses, permits, authorizations, consents and approvals of all third parties and governmental authorities necessary in connection with the consummation of the transactions contemplated by this Agreement prior to Closing. Each of the parties hereto will make or cause to be made all filings and submissions under laws and regulations applicable to it as may be required for the consummation of the transactions contemplated by this Agreement. Buyer and Seller will coordinate and cooperate with each other in exchanging such information and assistance as any of the parties hereto may reasonably request in connection with the foregoing.

7.4. Public Announcements.

Prior to Closing, Seller and Buyer shall not issue any report, statement or press release or otherwise make any public statement with respect to this Agreement and the transactions contemplated hereby without prior consultation with and approval of the other party, except as may be required by law, rule or regulation or may be necessary in order to discharge its disclosure obligations, in which case such party nevertheless shall advise the other party and discuss the contents of the disclosure before issuing any such report, statement or press release.

7.5. Tax Matters.

The following provisions shall govern the allocation of responsibility as between Buyer and Seller for certain tax matters at and after the Closing:

a. Tax Periods Ending on or Before the Closing Date.

Seller shall prepare or cause to be prepared and file or cause to be filed on or before the date such returns are due (taking into account any extensions of time granted in connection with such filing) all tax returns for the Company for all periods ending on or prior to the Closing Date that are filed after the Closing Date. Seller shall permit Buyer to review and comment upon each such tax return prior to filing.

b. Tax Periods Ending After the Closing Date.

Buyer shall prepare or cause to be prepared and file or cause to be filed on or before the date such returns are due (taking into account any extensions of time granted in connection with such filing) all tax returns for the Company for all tax periods that end after the Closing Date. Buyer shall permit Seller to review and comment upon each such tax return prior to filing.

c. Cooperation on Tax Matters.

Buyer and Seller shall cooperate fully, as and to the extent reasonably requested by the other party, in connection with the filing of tax returns pursuant to this Section 7.5.

d. Tax Returns and Payments.

All taxes and related liabilities of any nature of the Company arising on and prior to Closing Date shall be the sole responsibility of Seller. All tax returns for all periods commencing prior to the Closing Date shall be the sole responsibility of Seller. All taxes and related liabilities of any nature of the Company arising on and after the Closing Date shall be the sole responsibility of Buyer. All tax returns for all periods ending after the Closing Date shall be the sole responsibility of Buyer.

ARTICLE VIII.

CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS

The obligation of Buyer to consummate the transactions contemplated hereby shall be subject to the fulfillment, on or prior to the Closing Date, of the following conditions:

8.1. No Termination.

This Agreement shall not have been terminated pursuant to Article V hereof.

8.2. No Adverse Proceedings.

On the Closing Date, no action or proceeding shall be pending by any public authority or private individual or entity before any court or administrative body to restrain, enjoin or otherwise prevent the consummation of this Agreement or the transactions contemplated hereby or to recover any damages or obtain other relief as a result of the transactions proposed hereby.

8.3. No Adverse Changes.

Between the date of the most recent Financial Statement and the Closing Date, there shall have been no materially adverse change in the position, financial or otherwise, or the assets, liabilities or results of operations of the Company and no changes other than in the ordinary course of business or as permitted or contemplated by this Agreement, nor shall the business, assets and properties of Seller have been materially and adversely affected in any way as a result of fire, explosion, earthquake, disaster, accident, flood, riot, civil disturbance, uprising, activity of armed forces, or act of God or public enemy, whether or not covered by applicable Insurance.

ARTICLE IX.

DUE DILIGENCE

In consideration of the mutual covenants herein, Buyer will have until September 18, 2014 pursuant to (the "Inspection Period") to:

a. Perform investigations to satisfy itself that the financial, operating and business affairs and prospects of Seller, including the Assets and Real Property, are satisfactory to Buyer.

b. If Buyer should determine in its sole discretion for any reason or no reason whatsoever that the results of any inspection is unsatisfactory, Buyer may cancel this Agreement by delivering to the Seller no later than 5:00 p.m. on the last day of the Investigation Period notice of its intention to cancel and the Buyer, Seller will be released of all further obligations under this Agreement. **TIME IS OF THE ESSENSE** for this Inspection Period and Buyer's cancellation of this Agreement during the Inspection Period. Buyer's failure to deliver notice pursuant to this paragraph will be deemed its election to proceed with this Agreement.

ARTICLE X.

TERMINATION

This Agreement may be terminated at any time prior to the Closing as follows, and in no other manner:

a. By mutual consent of Buyer and the Seller;

b. By Buyer or the Seller, if, at or before the Closing, any material conditions set forth herein for the benefit of the Buyer or the Seller, respectively, shall not have been timely met;

c. By Buyer or the Seller, if any representation or warranty made herein for the benefit of Buyer or the Seller, respectively, or in any certificate or document furnished to Buyer or the Seller, respectively, pursuant to this Agreement, is untrue in any material respect, or Buyer or the Seller, respectively, shall have defaulted in any material respect in the performance of any material obligation herein contained; or

d. By Buyer pursuant to the terms and conditions set forth in Article IV.

e. By Buyer if the current lease is non-transferable to new stock owners at the current monthly lease rate.

ARTICLE XI.

CONFIDENTIALITY

All parties will hold in confidence all information concerning the business, operations and prospects of Seller and will use such information only for the purpose of considering the transactions proposed herein. Buyer further agrees that it will not otherwise disclose any such information to any third party except upon the written consent of Seller, or except as required by law or regulation. If the Closing shall not occur, Buyer will return all data furnished to it and all copies thereof to the party that furnished such data. Such obligation of confidentiality shall not extend to any information which is or has been generally known to others engaged in the same trade or business as the furnishing party, or that is or shall be public knowledge through no act or omission of Buyer or its directors, officers, employees, professional advisors or other representatives or as required by a final order of a court or other governmental agency or authority of competent jurisdiction.

ARTICLE XII.

BROKER COMPENSATION

The Seller has not employed a broker to complete this transaction.

ARTICLE XIII.

MISCELLANEOUS

13.1. Transaction Costs.

a. Buyer shall pay all of its costs and expenses (including attorneys' fees and other legal costs and expenses and accountants' fees and other accounting costs and expenses) incurred in connection with this Agreement.

b. Seller shall pay all of its costs and expenses (including attorneys' fees and other legal costs and expenses and accountants' fees and other accounting costs and expenses) incurred in connection with this Agreement

13.2. Entire Agreement.

This Agreement (including the Exhibits and Schedules hereto) represents the entire understanding and agreement among the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings, and representations (if any) made by and among such parties.

13.3. Amendments.

The provisions of this Agreement may not be amended, supplemented, waived or changed orally, but only by a writing signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought and making specific references to this Agreement.

13.4. Further Assurances.

The parties hereby agree from time to time to execute and deliver such further and other transfers, assignments and documents and do all matters and things which may be convenient or necessary to more effectively and completely carry out the intentions of this Agreement.

13.5. Binding Effect.

All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their successors and assigns.

13.6. Headings.

The headings contained in this Agreement are for convenience of reference only, are not to be considered a part hereof and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

13.7. Notices.

All notices, statements, demands or other communications ("notice(s)") to be given under or pursuant to this Agreement, or which a party hereto may wish to give, must be in writing, addressed to the other party at its address as provided below, and delivered in person, by facsimile transmission or by certified or registered mail, return receipt requested and postage prepaid. Such notice will be deemed to have been delivered on the date of hand delivery, on the date of delivery by facsimile transmission (unless such delivery is made on a non-business day or on any day after 5 p.m., in which event delivery will be deemed to have been made on the following business day) or on the day of delivery when mailed as aforesaid, as the case may be. Any party may from time to time change its address or facsimile number for receipt of notices by sending a notice to the other parties specifying such new information. Any notice properly given to a Party's counsel prior to the Closing shall be deemed as properly given to that Party.

To Buyer:

GNCC CAPITAL, INC.
244 5th Avenue
Suite # 2525
New York
NY 10001

To Seller:

DANNY DEMICHELE
2544 Gateway Road
Carlsbad
CA 92009

DAVID JACK HARRIS
4200 Clear Valley Drive
Encino
CA 91436

13.8. Severability.

If any provision of this Agreement or any other Agreement entered into pursuant hereto is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible. If any provision of this Agreement may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable.

13.9. Waivers.

The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any case shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

13.10. Pronouns.

In this Agreement, the use of the singular shall include the plural and vice versa, wherever it appears appropriate from the context.

13.11. Third Parties.

Unless expressly stated herein to the contrary, nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

13.12. Enforcement Costs.

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges billed by the attorney to the prevailing party.

13.13. Remedies Cumulative.

Except as otherwise expressly provided herein, no remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

13.14. Governing Law.

This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Delaware without regard to principles of conflicts of laws.

13.15. Preparation of Agreement.

This Agreement shall not be construed more strongly against any party regardless of who is responsible for its preparation. The parties acknowledge each contributed and is equally responsible for its preparation.

13.16. Inducement to Transaction.

All representations and warranties made by any party in this Agreement shall be deemed made for the purpose of inducing the other party to enter into this Agreement.

13.17. Venue.

The parties agree that any lawsuit brought to enforce the rights and obligations under this Agreement shall be brought in the Circuit Court in Delaware.

13.18. Survival.

All covenants, agreements, representations and warranties made herein or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery and the closing of this Agreement and the consummation of the transactions contemplated hereby, for a period of twelve (12) months from the Closing Date.

13.19. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Confirmation of execution by telecopy or telefax of a facsimile signature page shall be binding upon any party so confirming.

13.20. Construction.

Every provision of this Agreement will be construed simply according to its fair meaning and not strictly for or against any party. Every provision of this Agreement is intended to be severable; if any provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity will not affect the legality or validity of the remainder of this Agreement. Whenever the context requires, the gender of all words used in this Agreement shall include the masculine, feminine and neuter. Unless otherwise specified, all references to Articles and Sections refer to articles and sections of this Agreement, and all references to Exhibits are to Exhibits attached hereto, each of which is made a part hereof for all purposes. The captions contained herein are solely for the convenience of the parties and shall not constitute a part of the substance, intent or terms of this Agreement, nor shall such captions be considered in the construction of this Agreement. To the extent not otherwise provided in this Agreement, the rights, duties and relations of the parties shall be controlled by the laws of the State of Delaware.

13.21. Exhibits.

All of the exhibits attached to this Agreement are hereby incorporated into, and made a part of, this Agreement.

13.22 Delivery of Exhibits and Schedules.

Unless stated otherwise in this Agreement, all Exhibits and Schedules to be appended to this Agreement will be mutually prepared by Buyer and Seller prior to execution or within ten (10) days after execution of the Agreement. After execution of this Agreement, the parties agree to update and amend the Exhibits and Schedules as necessary.

13.23. Waiver of Jury Trial.

Each party hereby knowingly, voluntarily and intentionally waives the right to a trial by jury with respect to any litigation between the parties, including, but not limited to, any and all cause or causes of action, defenses, counterclaims and warranties.