

GNCC CAPITAL, INC.

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

PAGE NUMBERS: 223 - 284

EXHIBIT NUMBERED: 4 of 10

GNCC CAPITAL, INC.

SUPPLEMENTAL INFORMATION FILING

CANCELLATION OF CERTAIN SHARES OF THE COMPANY'S COMMON STOCK

REPORTING DATE: NOVEMBER 17, 2014

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

The Company has agreed with certain stockholders who hold a collective amount of 1,858,028,664 shares of the Company's Common Stock to cancel their stockholdings, effective November 17, 2014.

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

Stockholder Name	Number of Shares of Common Stock	Number of shares of Series B Convertible
Diamond Peak Resource Corporation	1,640,277,616	164,028
Highwave Management Corp.	150,000,000	15,000
Streetside Holdings AG	67,751,048	6,775
	1,858,028,664	185,803

The number of outstanding shares of the Company's Common Stock as at November 14, 2014, is 19,999,132,134. Post these cancellations, the number of shares of the Company's Common Stock will be reduced to 18,141,103,470.

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

As at November 14, 2014, the Company had an amount of 6,134,649 shares of Series B Convertible Preferred Stock in issue. On November 17, 2014, this amount will be increased to 6,320,452.

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

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

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

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

NOTE:

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

The number of outstanding shares of the Company's Common Stock as at November 17, 2014, is 18,141,103,470. Post this cancellation, the number of outstanding shares of Common Stock will be reduced to 17,591,103,470.

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

As at November 17, 2014, the Company had an amount of 6,320,452 shares of Series B Convertible Preferred Stock in issue. An amount of 15,000 were already issued by Company to Highwave Management Corp. on September 19, 2014 and in respect of the acquisition of RM. The net addition is 40,000 shares of Series B Convertible Preferred Stock, upon the cancellation of these shares of Common Stock, the outstanding amount of shares of Series B Convertible Preferred Stock will be 6,360,452.

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

The Company has agreed with certain stockholders who hold a collective amount of 3,450,000,000 shares of the Company's Common Stock to cancel their stockholdings, upon their delivery of their Stock Certificates to the Company for cancellation.

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

Stockholder Name	Number of Shares of Common Stock	Number of shares of Series B Convertible
Stelan Real Estate Management, Inc.	1,950,000,000	195,000
Streetside Holdings AG	1,500,000,000	150,000
	3,450,000,000	345,000

NOTE:

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

The number of outstanding shares of the Company's Common Stock as at November 17, 2014, is 18,141,103,470, post the cancellation of the 550,000,000 additional shares of Common Stock from Highwave Management Corp., the number of outstanding shares of Common Stock will be reduced to 17,591,103,470. Upon the cancellation of these additional 3,450,000,000 shares of Common Stock, the number of outstanding shares of Common Stock will be reduced to 14,141,103,470.

On November 14, 2014, the Company's "Free Float" amounted to 16,011,166,231. Post the withdrawal of these 3,450,000,000 shares of Common Stock, the Company's "Free Float" will be reduced to 12,561,166,231.

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

As at November 17, 2014, the Company had an amount of 6,360,452 shares of Series B Convertible Preferred Stock in issue. Upon the cancellation of these shares of Common Stock, the outstanding amount of shares of Series B Convertible Preferred Stock will be 6,705,452.

RATIONALE FOR THESE CANCELLATIONS OF SHARES OF COMMON STOCK:

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

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

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

DATED: NOVEMBER 17, 2014

RONALD YADIN LOWENTHAL
GNCC CAPITAL, INC.
EXECUTIVE CHAIRMAN



GNCC CAPITAL, INC.

SUPPLEMENTAL INFORMATION

ISSUANCE OF SHARES OF ADDITIONAL SERIES B CONVERTIBLE PREFERRED STOCK

EFFECTIVE: NOVEMBER 17, 2014

BACKGROUND:

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

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

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

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

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

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

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

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

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

ADDITIONAL ISSUANCES OF SHARES OF SERIES B CONVERTIBLE PREFERRED STOCK ON NOVEMBER 19, 2014:

Stockholder Name	Amount of Series B Preferred Issued	Amount $	Note
Diamond Peak Resource Corporation	164,028	164,028	1
Highwave Management Corp.	15,000	15,000	2
Streetside Holdings AG	6,775	6,775	3
TOTALS	**185,803**	**185,803**	

NOTES:

1. The Company issued 164,028 shares of Series B Convertible Preferred Stock to Diamond Peak Resource Corporation on November 17, 2014 and at a price of $1.00 (One dollar) each, Par Value $0.00001; to settle an amount of $164,028. This arose from the Company's cancellation of an amount of 1,640,277,616 shares of Common Stock owned by Diamond Peak Resource Corporation and at a price of $0.0001 each.

2. The Company issued 15,000 shares of Series B Convertible Preferred Stock to Highwave Management Corp on November 17, 2014 and at a price of $1.00 (One dollar) each, Par Value $0.00001; to settle an amount of $15,000. This arose from the Company's cancellation of an amount of 150,000,000 shares of Common Stock owned by Highwave Management Corp. and at a price of $0.0001 each.

3. The Company issued 6,775 shares of Series B Convertible Preferred Stock to Streetside Holdings AG on November 17, 2014 and at a price of $1.00 (One dollar) each, Par Value $0.00001; to settle an amount of $6,775. This arose from the Company's cancellation of an amount of 67,751,048 shares of Common Stock owned by Streetside Holdings AG and at a price of $0.0001 each.

ACCOUNTING TREATMENT OF THESE ISSUANCES:

The $185,803 issued in these shares of Series B Convertible Preferred Stock will be capitalized in this First Quarter ending December 31, 2014 as Additional Paid In Capital as Stockholders Equity.

As at November 17, 2014, the Company had an amount of 6,320,452 shares of Series B Convertible Preferred Stock issued and outstanding.

DATED: NOVEMBER 17, 2014

RONALD YADIN LOWENTHAL
GNCC CAPITAL, INC.
EXECUTIVE CHAIRMAN

GNCC CAPITAL, INC.

SUPPLEMENTAL INFORMATION

MUTUAL TERMINATION AND RESCISSION OF THE VARIOUS AGREEMENTS TO ACQUIRE THE ENTIRE MEMBERS' INTEREST IN REPUTATION MANAGERS, LLC

FILED: NOVEMBER 17, 2014

MUTUAL TERMINATION AND RESCISSION OF THE VARIOUS AGREEMENTS TO ACQUIRE THE ENTIRE MEMBERS' INTEREST IN REPUTATION MANAGERS, LLC:

The Company has terminated and rescinded all its Agreements to acquire the entire Members Interest in Reputation Managers, LLC ("RM"); effective immediately; and by mutual consent with its vendors.

The shares of Series F Convertible Preferred Stock and the shares of Series H Convertible Preferred Stock issued in terms of these agreements have been cancelled in full.

The Agreements in respect of RM were cancelled and rescinded by mutual consent and will not be accounted for in our Financial Statements whatsoever and the Company has suffered zero losses on this termination.

RATIONALE FOR CANCELLATION:

The quantum of shares of the Company's "Free Trading" Common Stock that would have been transferred; and placed on deposit for sale; in terms of these various agreements; were deemed to be wholly unacceptable at the current stock price. These agreements called for the immediate transfer of an amount of 1,250,000,000 shares of "free trading" Common Stock and at a price presently, of $0.0001 per share.

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

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

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

RM, whilst having potential, was deemed to be too small for the Company in terms of its Revenues and its projected losses in our First and Second Quarter Periods, were not in line with the Company's revised strategizes in respect of our projected EBITDA in these first two Quarters of this Fiscal Year.

BACKGROUND:

The Original Filing detailing this acquisition on September 19, 2014 is annexed hereto as an Exhibit for reference purposes; marked as Exhibit "D".

ACCOUNTING TREATMENT OF THESE ISSUANCES:

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

DATED: NOVEMBER 17, 2014

RONALD YADIN LOWENTHAL
GNCC CAPITAL, INC.
EXECUTIVE CHAIRMAN

EXHIBITS:-

A. Mutual Rescission and Termination of Agreement between GNCC Capital, Inc., Danny DeMichele and David Jack Harris dated November 16, 2014.
B. Mutual Rescission and Termination of Agreement between GNCC Capital, Inc., Reputation Managers, LLC and David Jack Harris in respect of a Service and Employment Agreement dated November 16, 2014.
C. Mutual Rescission and Termination of Agreement between GNCC Capital, Inc., Reputation Managers, LLC and Danny DeMichele in respect of a Service and Employment Agreement dated November 16, 2014.
D. Filing dated September 19, 2014 in respect of the acquisition of Reputation Managers, LLC.

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 David Jack Harris.

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.

It is specifically agreed that the 200,000 (Two hundred thousand) shares of GNCC Capital, Inc. Series H Convertible Preferred Stock issued to David Jack Harris be cancelled. It is recorded that David Jack Harris did not receive the Stock Certificate in respect of the 200,000 (Two hundred thousand) shares of GNCC Capital, Inc. Series H Convertible Preferred Stock.

It is specifically agreed that the 160,000 (One hundred and sixty thousand) shares of GNCC Capital, Inc. Series H Convertible Preferred Stock issued to Danny DeMichele be cancelled. It is recorded that Danny DeMichele did not receive the Stock Certificate in respect of the 160,000 (One hundred and sixty thousand) shares of GNCC Capital, Inc. Series H Convertible Preferred Stock.

It is recorded that Danny DeMichele disposed of an amount of 40,000 (Forty thousand) shares of GNCC Capital, Inc. Series H Convertible Preferred Stock to Highwave Management Corp. ("Highwave"). Highwave settled this purchase through the transfer of 400,000,000 (Four hundred million) shares of GNCC Capital, Inc. Common Stock. It is specifically agreed that this agreement between Highwave and Danny DeMichele be declared null and void and that Danny DeMichele undertakes to return the Stock Certificate representing the 400,000,000 (Four hundred million) shares of GNCC Capital, Inc. Common Stock to Highwave along with a duly executed and notarized Stock Power.

It is recorded that GNCC Capital, Inc. is not in possession of the Stock Certificates representing any of the Members' Interest in Reputation Managers, LLC and does not therefore need to return the same.

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

DANNY DEMICHELE

_____

DAVID JACK HARRIS

_____

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.

ANNEXURE "A" TO EXHIBIT "A" TO FILING DATED NOVEMBER 17, 2014 - PAGE NUMBERED 3

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

EXHIBIT "A" TO FILING DATED NOVEMBER 17, 2014 - PAGE NUMBERED 5

ANNEXURE "A" TO EXHIBIT "A" TO FILING DATED NOVEMBER 17, 2014 - PAGE NUMBERED 4

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.

EXHIBIT "A" TO FILING DATED NOVEMBER 17, 2014 - PAGE NUMBERED 6

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.

ANNEXURE "A" TO THIS REQUISITION AND TERMINATION AGREEMENT PAGE NUMBERED 8

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.

EXHIBIT "A" TO FILING DATED NOVEMBER 17, 2014 - PAGE NUMBERED 10

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.

ANNEXURE "A" TO EXHIBIT "A" TO FILING DATED NOVEMBER 17, 2014 - PAGE NUMBERED 13

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.

EXHIBIT "A" TO FILING DATED NOVEMBER 17, 2014 - PAGE NUMBERED 15

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.

ANNEXURE "A" TO EXHIBIT "A" TO FILING DATED NOVEMBER 17, 2014 - PAGE NUMBERED 16

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 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, Seller shall timely undertake all necessary action to remedy the issue, including cash payment to satisfy the obligation, if required.

EXHIBIT "A" TO FILING DATED NOVEMBER 17, 2014 - PAGE NUMBERED 18

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.

ANNEXURE "A" TO EXHIBIT "A" TO FILING DATED NOVEMBER 17, 2014 - PAGE NUMBERED 18

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.

EXHIBIT "A" TO FILING DATED NOVEMBER 17, 2014 - PAGE NUMBERED 20

ANNEXURE "A" TO EXHIBIT "A" TO FILING DATED NOVEMBER 17, 2014 - PAGE NUMBERED 19

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.

EXHIBIT "A" TO FILING DATED NOVEMBER 17, 2014 - PAGE NUMBERED 21

ANNEXURE "A" TO EXHIBIT "A" TO FILING DATED NOVEMBER 17, 2014 - PAGE NUMBERED 20 AGREEMENT - PAGE NUMBERED 20

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.

EXHIBIT "A" TO FILING DATED NOVEMBER 17, 2014 - PAGE NUMBERED 22

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.

ANNEXURE "A" TO EXHIBIT "A" TO FILING DATED NOVEMBER 17, 2014 - PAGE NUMBERED 22

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.

EXHIBIT "A" TO FILING DATED NOVEMBER 17, 2014 - PAGE NUMBERED 24

ANNEXURE "A" TO EXHIBIT "A" TO FILING DATED NOVEMBER 17, 2014 - PAGE NUMBERED 23

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.

EXHIBIT "A" TO FILING DATED NOVEMBER 17, 2014 - PAGE NUMBERED 25

ANNEXURE "A" TO EXHIBIT "A" TO FILING DATED NOVEMBER 17, 2014 - PAGE NUMBERED 24

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.

EXHIBIT "A" TO FILING DATED NOVEMBER 17, 2014 - PAGE NUMBERED 26

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.

13.24. Specific Recordings.

1. That the sole Directors of the Company, Reputation Managers, LLC, upon the Closing Date, shall be David Jack Harris and Danny DeMichele.

2. That the Buyer has entered into a Service and Employment, effective September 18, 2014 and with David Jack Harris in respect of his 3 (Three) years employment with the Company, Reputation Managers, LLC, as a Director and its Chief Executive Officer. A copy of this Agreement is attached hereto as an Exhibit.

3. That David Jack Harris be appointed to the Advisory Committee of the Buyer, GNCC Capital, Inc. with effect from September 18, 2014. A copy of this Agreement is attached hereto as an Exhibit.

4. That the GNCC Capital, Inc. shares of Series H Convertible Preferred Stock shall be designated by the Buyer and lodged with the Secretary of State in Delaware; and issued to the Buyers, within 10 (Ten) days from the Closing Date.

5. The Buyer is issuing a total amount of 200,000 (Two hundred thousand) GNCC Capital, Inc. shares of Series H Convertible Preferred Stock to the Seller at a price of $1.00 (One dollar) each, Par Value $0.00001; as follows:

   It is specifically agreed that an amount of 160,000 (One hundred and sixty thousand) of these shares of GNCC Capital, Inc.'s Series H Convertible Preferred Stock shall be available to be assigned, pledged, sold, lent or in any way by the Seller but specifically only to Diamond Peak Resource Corporation or to a Buyer nominated by GNCC Capital, Inc.

   It is furthermore specifically recorded in this Agreement, that the Seller has agreed to dispose of an amount of 160,000 (One hundred and sixty thousand) of his shares of Series H Convertible Preferred Stock, issued in terms of this Agreement, to Diamond Peak Resource Corporation, a stockholder of GNCC Capital, Inc. whom is a Non-Insider and a Convertible Loan Holder of GNCC Capital, Inc. (hereinafter referred to as "Diamond Peak"). It is a specific term of this Agreement that Diamond Peak is obliged to purchase from the Seller and on the below-mentioned terms and conditions.

   Diamond Peak has agreed to settle this purchase of the Seller's shares of Series H Convertible Preferred Stock through the transfer of non-assessable unrestricted shares of GNCC Capital, Inc.'s Common Stock held by Diamond Peak, as follows:

   5.1 The amount of 40,000 (Forty thousand) of the Seller's shares of Series H Convertible Preferred Stock at a price of $1.00 (One dollar) each on or before October 1, 2014; and

   5.2 The amount of 40,000 (Forty thousand) of the Seller's shares of Series H Convertible Preferred Stock at a price of $1.00 (One dollar) each on or before January 1, 2015; and

5.3 The amount of 40,000 (Forty thousand) of the Seller's shares of Series H Convertible Preferred Stock at a price of $1.00 (One dollar) each on or before April 1, 2015; and

5.4 The amount of 40,000 (Forty thousand) of the Seller's shares of Series H Convertible Preferred Stock at a price of $1.00 (One dollar) each on or before July 1, 2015; and

It is recorded that the number of shares of GNCC Capital, Inc.'s unrestricted Common Stock issued to the Seller by Diamond Peak shall be calculated by utilizing the average trading price of the Corporation's shares of Common Stock in the preceding 5 (Five) trading days prior to any such issuance to the Seller.

Diamond Peak has undertaken that these shares of GNCC Capital, Inc. Series H Convertible Preferred Stock shall not be available to be assigned, pledged, sold, lent or in any way alienated for a period of 1 (one) year commencing from the date of their issuance to the Seller in terms of this Agreement.

Diamond Peak has agreed that these shares of Series H Convertible Preferred Stock shall be held "on book" by the Transfer Agent to GNCC Capital, Inc.; for an on behalf of Diamond Peak. Diamond Peak shall not be permitted to request these shares of GNCC Capital, Inc.'s Common Stock, in certificated form, until the expiration of the 1 (one) year from the date of their issuance to the Seller under this Agreement.

GNCC Capital, Inc. undertakes to reimburse Diamond Peak at the price per share of GNCC Capital, Inc. Common Stock as detailed in this paragraph. Such reimbursement shall be through the issuance to Diamond Peak by GNCC Capital, Inc. of its shares of Series B Convertible Preferred Stock at a price of $1.00 (One dollar) per share, Par Value $0.00001.

The Seller has undertaken that an amount of 40,000 (Forty thousand) of these shares of GNCC Capital, Inc. Series H Convertible Preferred Stock shall not be available to be assigned, pledged, sold, lent or in any way alienated for a period of 1 (one) year commencing from the date this Agreement.

The Seller has agreed that all of these shares of Series H Convertible Preferred Stock shall be held "on book" by the Transfer Agent to GNCC Capital, Inc.; for an on behalf of the Seller. The Seller shall not be permitted to request these 40,000 (Forty thousand) shares of GNCC Capital, Inc.'s Common Stock, in certificated form, until the expiration of the 1 (one) year from the date of their issuance to the Seller under this Agreement.

It is agreed by all parties to this Agreement as follows:-

That should be EBITDA of Reputation Managers, LLC (after payments of Salaries to both David Jack Harris and to the Seller, Danny DeMichele; and the amount of $125,000 in software purchase and development) be lower than the amount of $100,000 (One hundred thousand dollars), for the period October 1, 2014 to September 30, 2015; then and only then:

The Seller agrees that these shares of GNCC Capital, Inc. Series H Convertible Preferred Stock shall not be available to be assigned, pledged, sold, lent or in any way alienated for a period of 18 (Eighteen) months commencing from the date this Agreement.

As it is specifically recorded in this Agreement, that the Seller has agreed to dispose of an amount of 160,000 (One hundred and sixty thousand) of his shares of Series H Convertible Preferred Stock, issued in terms of this Agreement, to Diamond Peak Resource Corporation, a stockholder of GNCC Capital, Inc. whom is a Non-Insider and a Convertible Loan Holder of GNCC Capital, Inc. (hereinafter referred to as "Diamond Peak"), it is agreed that:

a) It is a specific term of this Agreement that Diamond Peak is obliged to purchase from the Seller and on the below-mentioned terms and conditions.

b) That should Diamond Peak not perform in terms of this Agreement, then the Buyer is obligated to ensure that another stockholder holding free trading non-assessable shares of GNCC Capital, Inc. Common Stock shall furnish the same to the Seller in the place of Diamond Peak.

   Failure by the Seller to do so within the time frames and upon the terms and conditions of this Agreement, shall entitle to the Seller to service notice upon the Buyer to furnish same within the Notice Period as defined in Paragraph 13.7 of this Agreement.

   Should Buyer fail to remedy such a default within 30 (Thirty) days of receipt of such notice, the Seller may be entitled to cancel this Agreement, retake possession of all of the Members Interest in Reputation Managers, LLC from the Buyer and the Seller shall retain all shares of Series H Convertible Preferred Stock issued in terms of this Agreement to that date.

A copy of the designation of these GNCC Capital, Inc. shares of Series H Convertible Preferred Stock are attached hereto as an exhibit.

6. The Buyer is issuing a total amount of 200,000 (Two hundred thousand) GNCC Capital, Inc. shares of Series H Convertible Preferred Stock to Harris at a price of $1.00 (One dollar) each, Par Value $0.00001.

   Harris has undertaken that these shares of GNCC Capital, Inc. Series H Convertible Preferred Stock shall not be available to be assigned, pledged, sold, lent or in any way alienated for a period of 1 (one) year commencing from the date this Agreement.

   Harris has agreed that these shares of Series H Convertible Preferred Stock shall be held "on book" by the Transfer Agent to GNCC Capital, Inc.; for an on behalf of Harris. Harris shall not be permitted to request these shares of GNCC Capital, Inc.'s Common Stock, in certificated form, until the expiration of the 1 (one) year from the date of their issuance to Harris under this Agreement.

   It is agreed by all parties to this Agreement as follows:-

   That should be EBITDA of Reputation Managers, LLC (after payments of Salaries to both David Jack Harris and to the Seller, Danny DeMichele; and the amount of $125,000 in software purchase and development) be lower than the amount of $100,000 (One hundred thousand dollars), for the period October 1, 2014 to September 30, 2015; then and only then:

   Harris agrees that these shares of GNCC Capital, Inc. Series H Convertible Preferred Stock shall not be available to be assigned, pledged, sold, lent or in any way alienated for a period of 18 (Eighteen) months commencing from the date this Agreement; only if the EBITDA of Reputation Managers, LLC (after payments of Salaries to both David Jack Harris and to the Seller, Danny DeMichele; and the amount of $125,000 in software purchase and development) exceeds that of $150,000 (One hundred and fifty thousand dollars for the eighteen month period commencing October 1, 2014 to March 31, 2014. Should this EBITDA not be achieved as aforesaid, then Harris agrees that these shares of GNCC Capital, Inc. Series H Convertible Preferred Stock shall not be available to be assigned, pledged, sold, lent or in any way alienated for a period of 3 (Three) years commencing from the date this Agreement.

7. That the Company, Reputation Managers, LLC, has entered into a Service and Employment, Agreement, effective September 18, 2014 and with Danny DeMichele in his capacity as a Director and in respect of a 3 (Three) year period. A copy of this Agreement is attached hereto as an Exhibit.

8. That the Sellers acknowledge and understand that the Buyer is a publicly traded Corporation with Disclosure and Reporting requirements.

9. It is agreed and understood by all parties that Reputation Managers, LLC desires to purchase certain specific software in the amount of $75,000 (Seventy five thousand dollars) and to expend at least an additional amount of $50,000 (Fifty thousand dollars) on further development of this software. The Buyer agrees that Reputation Managers, LLC utilize its own profits and cash resources to acquire and to further develop this software and at a time frame and upon terms to be decided upon by the Directors of Reputation Managers, LLC.

10. That in every fiscal year after October 1, 2014, ending on December 31st, that all profits of the Company, Reputation Managers, LLC; in excess of $250,000 (Two hundred and fifty thousand dollars), referred to as ("the Surplus"):

    Shall be distributed equally between Danny Demichele and David Jack Harris (a total of 50% of the Surplus); and with

    GNCC Capital, Inc. (a total of 50% of the Surplus).

    It is noted that these profits are calculated only after the payments of remuneration to both Danny DeMichele and to David Jack Harris as agreed to in their Service and Employment Agreements attached to this Agreement as Exhibits.

    It is agreed that the profit calculation for the fiscal year period from October 1, 2014 to September 30, 2015, be calculated after the payments of remuneration to both Danny DeMichele and to David Jack Harris as agreed to in their Service and Employment Agreements as well as a deduction not to exceed an amount of $125,000 (One hundred and twenty five thousand dollars) in respect of software acquisition and development which shall be treated as an expense in this fiscal year.

ACKNOWLEDGEMENT BY DANNY DEMICHELE

During the past 10 (Ten) years, he has not been the subject of the following events:

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

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

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

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

   Engaging in any type of business practice; or

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

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

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

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

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

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

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

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

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

ACKNOWLEDGEMENT BY DAVID JACK HARRIS

During the past 10 (Ten) years, he has not been the subject of the following events:

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

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

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

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

   Engaging in any type of business practice; or

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

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

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

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

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

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

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

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

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

BUYER'S ACCEPTANCE

The undersigned Buyer expressly acknowledges fully reading, understanding and receiving a true copy of this document. THIS IS A LEGALLY BINDING AND FULLY ENFORCABLE DOCUMENT. Read it carefully. If you do not understand it, consult an attorney and/or accountant. Broker is not authorized to give legal or financial advice. A facsimile copy of this document and any signatures shall be considered for all purposes as originals.

DATE and RECEIVED THIS 18th day of September, 2014.

BUYER:

GNCC CAPITAL, INC.

/s/

_____

By: RONALD YADIN LOWENTHAL
EXECUTIVE CHAIRMAN

SELLER'S ACCEPTANCE

I (or) we accept the foregoing offer and agree to sell the above-described business and assets on the terms and conditions of the foregoing contract. Seller acknowledges receipt of a true copy of this document.

DATE and ACCEPTED on this 18th day of September, 2014.

SELLER:

/s/

_____

DANNY DEMICHELE

/s/

_____

DAVID JACK HARRIS

DIAMOND PEAK RESOURCE CORPORATION hereby acknowledges and undertakes to fulfill all of its commitments in terms of this Agreement:

/s/

_____

DULY AUTHORIZED

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 David Jack Harris 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.

It is specifically agreed that the 85,000 (Eighty five thousand) shares of GNCC Capital, Inc. Series F Convertible Preferred Stock issued by the Company to David Jack Harris be cancelled, it is recorded that David Jack Harris did not receive the Stock Certificate in respect of these shares of Series F Convertible Preferred Stock.

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

DAVID JACK HARRIS

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 David Jack Harris (the "Executive") (each, a "Party" and together, the "Parties").

WHEREAS, the Executive is employed as the Chief Executive Officer of RM and is appointed to 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 the Chief Executive Officer 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.

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

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 18, 2017 (the "Employment Term").

3. **BASE SALARY:-**

RM agrees to the Executive a Base Salary of not less than $140,000 (One hundred and forty 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 $140,000 (One hundred and forty thousand dollars) per annum, referred to as the "Base Salary" for purposes of this Agreement**.**

It is recorded that the Executive shall immediately upon signature of this Agreement, receive the full settlement of his first 3 (Three) months base salary through the issue by the Corporation to the Executive of an amount of 35,000 (Thirty five thousand) of the Corporation's shares of Series F Convertible Preferred Stock, Par Value $0.00001; issued to the Executive at $1.00 (One dollar) per share.

The Corporation shall issue an additional amount of 35,000 (Fifty one thousand) of the Corporation's shares of Series F Convertible Preferred Stock, Par Value $0.00001; issued to the Executive at $1.00 (One dollar) per share; payable every 3 (Three) months thereafter; and

It is specifically recorded that these issuances to the Executive by the Corporation, of the shares of Series F Convertible Preferred Stock; are only for the first year of the Executive's employment with RM. Thereafter RM will be solely responsible for the payment of the Executive.

The Corporation is treating these payments to the Executive, for the first year of his employment, as a Loan by the Corporation to the RM. RM shall expense these payments to the Executive accordingly.

It is specifically agreed that these shares of the Corporation's Series F Convertible Preferred Stock shall be available to be assigned, pledged, sold, lent or in any way by the Executive.

It is furthermore specifically recorded in this Agreement, that the Executive has agreed to dispose of all of his shares of Series F Convertible Preferred Stock, issued in terms of this Agreement, to a stockholder of the Corporation whom is a Non Insider and a Convertible Loan Holder of the Corporation (hereinafter referred to as "Stockholder").

The Stockholder has agreed to settle this purchase of the Executive's shares of Series F Convertible Preferred Stock through the transfer of non assessable unrestricted shares of the Corporation's Common Stock held by the Stockholder from, time to time.

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

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

It is agreed by all parties to this Agreement as follows:-

That should be EBITDA of RM (after payments of Salaries to both the Executive and to Danny DeMichele) be lower than the amount of $100,000 (One hundred thousand dollars), for the period October 1, 2014 to April 30, 2015; then and only then:

The payment of the Executive's Base Salary payable to the Executive by GNCC Capital, Inc. and the Stockholder, for the period from May 1, 2015; be terminated; and

RM shall be solely responsible for the payment of the salary to the Executive after May 1, 2015 and at a rate of no more than 25% (Twenty five percent) of RM"s EBITDA in every calendar month, this amount not to exceed $11,666 (Eleven thousand six hundred and sixty six dollars) in any calendar month.

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) **Vacation:-**

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

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

Upon presentation of appropriate documentation, the Executive shall be reimbursed and/or paid in advance for all reasonable and necessary business and entertainment expenses incurred in connection with the performance of his duties hereunder, all in accordance with 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.

(d) **Signing Bonus:-**

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

The Corporation is treating this payment to the Executive, as a Loan by the Corporation to the RM. RM shall expense this payment to the Executive accordingly.

It is specifically agreed that these shares of the Corporation's Series F Convertible Preferred Stock shall be available to be assigned, pledged, sold, lent or in any way by the Executive.

It is furthermore specifically recorded in this Agreement, that the Executive has agreed to dispose of all of his shares of Series F Convertible Preferred Stock, issued in terms of this Agreement, to a stockholder of the Corporation whom is a Non Insider and a Convertible Loan Holder of the Corporation (hereinafter referred to as "Stockholder").

The Stockholder has agreed to settle this purchase of the Executive's shares of Series F Convertible Preferred Stock through the transfer of non assessable unrestricted shares of the Corporation's Common Stock held by the Stockholder from, time to time.
The Stockholder has undertaken that these shares of the Corporation's Series F Convertible Preferred Stock shall not be available to be assigned, pledged, sold, lent or in any way alienated for a period of 1 (one) year commencing from the date this Agreement.

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

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.