

GNCC CAPITAL, INC.

SUPPLEMENTAL INFORMATION

ADDITIONAL ISSUANCE OF SHARES OF SERIES F CONVERTIBLE PREFERRED STOCK

EFFECTIVE: SEPTEMBER 18, 2015

BACKGROUND:

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

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

Number of Authorized: 1,000,000 (One 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 F Convertible Preferred Stock will not be admitted for trading on any market.

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

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

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

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

ADDITIONAL ISSUANCES OF SHARES OF SERIES F CONVERTIBLE PREFERRED STOCK ON SEPTEMBER 18, 2015:

Stockholder Name	Amount of Series F Preferred Issued	Amount $	Note
David Jack Harris	24,000	24,000	1
TOTALS	**24,000**	**24,000**	

NOTES:

1. These shares were issued in settlement of a 12 (Twelve) month remuneration due on an Amended Advisory Committee Agreement dated November 17, 2014 and due on September 18, 2015. This was initially filed on the OTC Markets Disclosure Service on November 17, 2014.

NOTE IN RESPECT OF INTEREST PAYABLE ON THESE SHARES OF SERIES F CONVERTIBLE PREFERRED STOCK

The Company currently has interest bearing liabilities in the form of Convertible Loan Notes, Loan Accounts and various Classes of Shares of Convertible Preferred Stock. The interest rates payable on these various instruments range from 3% to 16% per annum.

The Company has secured undertakings from the holders of all of these instruments that for a 6 (Six) month period, commencing on August 1, 2015 and terminating on January 31, 2016, that the interest rate charged in respect of these various liabilities from time to time, and for that period, will be reduced to 3% (Three percent) per annum and on all of the Company's interest bearing liabilities. This interest rate reduction obviously excludes any other potential interest bearing liabilities that the Company may incur in that six month period. The Company filed a Supplementary Information Filing on the OTC Markets Disclosure Service on August 8, 2015 setting out these information.

The Third Quarter ending June 30, 2015 was unaffected. In the Fourth Quarter ending September 30, 2015, the First Quarter ending December 31, 2015 and in the Second Quarter ending March 31, 2016, the interest charges will be materially reduced.

The interest charged on these shares of Series F Convertible Preferred Stock is 3% (Three percent) per annum and is therefore unaffected by the interest rate reductions.

ACCOUNTING TREATMENT OF THESE ISSUANCES:

The $24,000 (Twenty four thousand dollars) issued in these shares of Series F Convertible Preferred Stock will be capitalized in the Fourth Quarter ending September 30, 2015 as Additional Paid In Capital as Stockholders Equity. This will be expensed accordingly over the following 12 (Twelve) month period.

These payments will be expensed in four equal quarterly amounts, commencing in the Fourth Quarter ending September 30, 2015.

As at September 18, 2015, the Company had an amount of 264,000 (Two hundred and sixty four thousand) shares of Series F Convertible Preferred Stock issued and outstanding.

DATED: SEPTEMBER 21, 2015

RONALD YADIN LOWENTHAL
GNCC CAPITAL, INC.
EXECUTIVE CHAIRMAN

Exhibits:-

Amended Advisory Committee Member Appointment Agreement with David Jack Harris dated November 17, 2014.

AMENDED ADVISORY COMMITTEE MEMBER APPOINTMENT AGREEMENT

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

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

And

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

WITNESSETH

WHEREAS, Advisory Committee Member has established his expertise in, among other things, brand development, international sales and marketing and vast experience in the use of Social Media.

WHEREAS, the Corporation desires to retain the Advisory Committee Member for a period of 3 (Three) years, commencing from September 18, 2014; to perform, as an Advisory Committee Member to the Corporation on the terms set forth below.

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

WHEREAS, the 150,000,000 (One hundred and fifty million) shares of the Corporation's Common Stock transferred to The Advisory Committee Member, by Highwave Management Corp, be returned to Highwave Management Corp. by The Advisory Committee Member upon signature of this agreement..

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

Section 1. RETENTION OF THE ADVISORY COMMITTEE MEMBER

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

Section 2. SERVICES

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

Section 3. COMPENSATION

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

Compensation for Three Years Commencing on September 18, 2014

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

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

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

The Corporation shall issue an amount of 24,000 (Twenty four thousand) shares of its Series F Convertible Preferred Stock at $1.00 (One dollar) per share; to the Advisory Committee Member on September 18, 2015.

The Corporation shall issue an amount of 24,000 (Twenty four thousand) shares of its Series F Convertible Preferred Stock at $1.00 (One dollar) per share; to the Advisory Committee Member on September 18, 2016.

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

Section 4. EXPENSES

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

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

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

Section 5. ADVISORY COMMITTEE MEMBER OBLIGATIONS

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

Section 6. ADVISORY COMMITTEE MEMBER WARRANTIES

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

Section 7. PROPRIETARY RIGHTS

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

Section 8. NON DISCLOSURE

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

Section 9. NO PUBLICITY

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

Section 10. FULL CO-OPERATION

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

Section 11. REPRESENTATIONS

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

Section 12. MANAGEMENT

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

Section 13. BREACH

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

Section 14. WAIVER OF AGREEMENT

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

Section 15. NOTICES

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

(i) When delivered personally; or

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

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

If to GNCC CAPITAL, INC.:

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

If to the Advisory Committee Member:

DAVID JACK HARRIS
4200 Clear Valley Drive
Encino
CA 91436

Section 16. TERMINATION

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

A. By mutual written agreement of the parties;

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

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

Section 17. ASSIGNMENT OF RIGHTS

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

Section 18. SUCCESSORS AND ASSIGNS

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

Section 19. GOVERNING LAW

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

Section 20. ENTIRE AGREEMENT - AMENDMENTS

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

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

GNCC CAPITAL, INC.



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

DAVID JACK HARRIS

By: _____

UPDATED RESUME OF ADVISORY COMMITTEE MEMBER

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

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

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

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

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

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

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