GNCC CAPITAL, INC.

ACQUISITION OF BioCann Pharma S.A.S.

(A Colombian Based Cannabis Pharmaceutical Grade CBD Oils Producer and Distributor)

DATED: FEBRUARY 21, 2019

BACKGROUND:

The Board of Directors of GNCC Capital, Inc. ("GNCC" or "the Company") refer to previous Shareholder Updates wherein they advised and cautioned shareholders that there were ongoing negotiations that were at that time, at a very advanced stage.

The Company's Directors advised their shareholders that if there was a successful outcome and a completion of the Corporate Actions and transactions under consideration at that time; that they would be very material and would, if concluded, result in a change of control of the Company.

Shareholders are referred to multiple historical statements by the Company's Directors that they were actively seeking an acquisition in an unrelated Sector to that of Mining Exploration.

The Directors were acting in what in their opinion was in the best interests of their shareholders and that they were obliged to pursue all serious offers and/or transactions presented to themselves. In order to best serve the interests of the Company's shareholders. This transaction took extensive due diligence and protracted negotiations to consummate and was in all parties' best interests.

SALIENT POINTS OF THIS TRANSACTION:

- GNCC has acquired a 100% interest in BioCann Pharma S.A.S. ("BioCann"), these transactions were approved by shareholders voting in excess of 51% of the outstanding shares of voting Common Stock.
- R Y Lowenthal and N E Blom to remain as Directors until the close of the Transition Period, being March 31, 2019.
- BioCann to appoint 1 (One) Director to GNCC Board shortly and to nominate Directors to replace R Y Lowenthal and N E Blom on March 31, 2019.
- Agreement strictly prohibits any reverse split of the GNCC shares of Common Stock for a period of not less than 18 months.
- GNCC has an approved Stock Repurchase Program that expires on April 19, 2019. The Sellers of BioCann shall have the right to implement, amend and/or extend this Stock Repurchase Program from the Effective Date.
- R Y Lowenthal and N E Blom will during the Transition Period, use their best efforts in order to secure an equitable transaction to dispose of or otherwise deal with the Mining Exploration Assets held by GNCC in order to best serve the interests of all of the GNCC shareholders; particularly given the current increases in the price of Gold. Furthermore they will ensure that all of the issued and outstanding secured shares of Convertible Preferred Stock are cancelled.
- R Y Lowenthal and N E Blom during the Transition Period, will ensure that all outstanding Quarterly and Annual Reports are filed in order to restore GNCC to that of a Current Filer on the OTC Markets.

- The Purchase Price of $120 million includes very stringent Net Revenue Warranties and appropriate performance penalties and were agreed to by the Sellers of BioCann and are explained in detail in this Filing. The Equity Instruments being issued are restricted from sale and/or conversion for a period of 18 (Eighteen) months. The restricted shares of Common Stock issued were priced at $0.03 (Three cents) per share.

*Full details on each of these points will be explained in separate paragraphs in this Filing.

ACQUISITION OF BioCann Pharma S.A.S.

Effective February 19, 2019, your Directors confirm that following exhaustive negotiations and due diligence; GNCC has acquired the entire issued shares of BioCann Pharma S.A.S. ("BioCann").

BioCann is a Cannabis CBD Pharmaceutical Grade Oils Producer and Distributor, incorporated in and operating in the Republic of Colombia ("Colombia") and with offices in Burlington, Ontario, Canada.

BUSINESS OF BioCann Pharma S.A.S.

BioCann sources the Cannabis a/k/a Biomass from Licensed Growers in Colombia and in the Cundinamarca, Valle del Cauca and Antioquia regions and from those whom grow the strains with the highest quality standard as is required by BioCann. BioCann processes the Cannabis a/k/a Biomass through its Joint Venture/Partnership Agreement with a licensed processing and manufacturing facility which is GMP Certified and complies with EU Pharmacopoeia Standards. This facility with the necessary Laboratories, located in Bogota, Colombia, where it extracts the CBD Oil isolate and in pharmaceutical grade and as is required by BioCann. This entire process assures that BioCann is as consistent as possible from batch to batch in order to produce replicable results.

BioCann generates its revenues and profits through the bulk sale of these various Pharmaceutical Grade CBD Oils through distribution channels in Colombia and throughout Latin America. It is noted that neither BioCann, it's Partners and Joint Venture Associates do not operate in, nor sell or market any products in the USA due to Federal Laws prohibiting the same.

Many of the largest Canadian Cannabis Corporations now have operations in Colombia. Colombia has legalized marijuana growing and oil extraction with an emphasis on pharmaceutical and medicinal use and has several classes of Licenses available. All such Licenses are subject to approval by various Colombian State Authorities. The dramatically lower cost of production due to its less seasonal climate gives a competitive advantage that makes it attractive to investors. The Licensed Growers are able to cultivate and turn over marijuana crops three times per annum.

TRANSITION PERIOD

The Transition Period commenced on February 19, 2019 and terminates on March 31, 2019. During the Transition Period, Mr. R Y Lowenthal and Mr. N E Blom will remain as Directors of GNCC ("the Current Directors").

BioCann has the right to appoint one Director to the GNCC Board with immediate effect and to nominate additional Directors to replace the Current Directors whom will leave GNCC as Directors and Officers on or before March 31, 2019.

The Transition Period is to ensure a smooth and orderly transition and for the Current Directors to:

a) Use their best efforts in order to secure an equitable transaction to dispose of or otherwise deal with the Mining Exploration Assets held by GNCC in order to best serve the interests of all of the GNCC shareholders. Furthermore they will ensure that all of the issued secured shares of Convertible Preferred Stock (in respect of Mining Exploration Interests) are cancelled*. It is recorded that the current GNCC Directors have for a considerable period of time, been considering a wide array of options in order to extract value and this being solely in respect of the GNCC Mining Exploration Interests.

   The Company is not ruling out a cash sale of the Mining Exploration Assets and a Distribution of the proceeds to shareholders of Record.

   *BioCann are not willing to permit these extensive and substantial secured shares of Convertible Preferred Stock to remain outstanding and issued; this is in order to avoid themselves being diluted through any conversions into shares of Common Stock.

b) Ensure that all outstanding Quarterly and Annual Reports outstanding by GNCC will be filed on the OTC Markets to restore its status to that of a Current Filer. This will include the period to March 31, 2019.

NO REVERSE SPLIT OF GNCC'S SHARES OF COMMON STOCK

It is irrevocably agreed by all the Sellers of BioCann, shareholders representing 51% of the existing shares of GNCC Common Stock and the GNCC Directors that no Reverse Split of GNCC stock shall be contemplated by nor approved by any GNCC Director whatsoever and for a period of not less than 18 (eighteen) months from the Effective Date of this Agreement. This is effectively "cast in stone" as the Current Directors and those voting in favor of this transaction would have not approved this acquisition in the absence of this provision. Given the shares of restricted Common Stock being issued to the Sellers of BioCann, any Reverse Split of the Common Stock would be contrary to their personal financial interests.

EXISTING APPROVED STOCK REPURCHASE PROGRAM

GNCC has an approved Stock Repurchase Program that expires on April 19, 2019. The Sellers of BioCann shall have the right to implement, amend and/or extend this Stock Repurchase Program from the Effective Date.

PURCHASE PRICE AND BIOCANN WARRANTIES

The Purchase Price of $120 million includes very stringent Net Revenue Warranties and appropriate performance penalties as agreed upon by the Sellers of BioCann. BioCann has warranted Net Attributable Revenues of not less than $12 million for the period April 1, 2019 to March 31, 2020. These are explained in very specific detail in the referenced Filing. All of the Equity Instruments being issued in settlement of this acquisition are restricted from any sale and/or conversion for a period of not less than 18 (Eighteen) months.

Full details and Warranties:-

1. The Buyer is issuing a total amount of 15,000,000 (Fifteen million) GNCC Capital, Inc. non-voting shares of Series M Convertible Preferred Stock to the Seller at a price of $1.00 (One dollar) each, Par Value $0.00001; as follows:

   The Sellers have agreed that all of these shares of Series M Convertible Preferred Stock shall be held "on book" by the Transfer Agent to GNCC Capital, Inc.; for and on behalf of the Sellers. The Sellers shall not be permitted to request any of these shares of GNCC Capital, Inc.'s Series M Convertible Preferred Stock, in certificated form, until the expiration of the 18 (eighteen) months from the date of their issuance to the Seller under this Agreement and subject to the below-mentioned Revenue Warranty:

   The Sellers of BioCann acknowledge and represent that these shares of Series M Convertible Preferred Stock are being issued based upon BioCann achieving Net Revenues of not less than $12,000,000 (Twelve million dollars) in the period commencing on April 1, 2019 to the period March 31, 2020.

   Net Revenues is defined as sales that were attributable to Biocann, net of any rebates, commissions or discounts and that all such net revenues were paid for in full. It is agreed that verification of Net Revenues shall be undertaken by an Independent PCAOB Certified Auditor in the United States of America.

   It is hereby agreed and warranted that in the event of BioCann not achieving these warranted Net Revenues, then and only then, shall the quantum of shares of Series M Convertible Preferred Shares be reduced by a percentage amount equal to the percentage dollar amount not achieved in warranted Net Revenues for that period and that any such shares so reduced, will be cancelled.

The Seller agrees that these shares of GNCC Capital, Inc. Series M 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 Effective Date of this Agreement and subject to the provisions of the Revenue Warranty.

The salient points in respect of the shares of Series M Convertible Preferred Stock are as follows:

- Not convertible for a period of 18 (Eighteen) months commencing on February 19, 2019; and
- Each share shall bear dividends at the rate of $0.05 (Five cents) per share per annum, payable annually; and
- Upon liquidation of the Corporation, the holders of the Series M Convertible Preferred Stock shall be entitled to receive payment of a liquidation preference in the amount of the Stated Value plus accrued and unpaid dividends (the "Liquidation Preference"). The Liquidation Preference shall be payable from the proceeds of liquidation of the Corporation's interest in the Corporation's equity and debt interest(s) in its subsidiary, BioCann Pharma S.A.S., incorporated in the Republic of Colombia; and
- The holders of Series M Convertible Preferred Stock shall not have voting rights; and
- The "Series M Conversion Price" shall be 90% (Ninety percent) of the average trading price for the 5 (Five) consecutive trading days next preceding the date of the notice of conversion as reported on OTCMarkets.com or such other United States trading market or stock exchange as shall then be the primary market (by volume) for the Corporation's shares of common stock

A copy of the Certificate of Designation of the GNCC Capital, Inc. shares of Series M Convertible Preferred Stock is annexed hereto as an exhibit.

2. The Buyer is issuing a total amount of 3,500,000,000 (Three billion five hundred million) RESTRICTED GNCC Capital, Inc. shares of Common Stock to the Seller at a price of $0.03 (Three cents) each, Par Value $0.00001; as follows:

   The Sellers have agreed that all of these RESTRICTED shares of Common Stock shall be held "on book" by the Transfer Agent to GNCC Capital, Inc.; for and on behalf of the Sellers. The Sellers shall not be permitted to request any of these shares of GNCC Capital, Inc.'s Common Stock, in certificated form, until the expiration of the 18 (eighteen) months from the date of their issuance to the Seller under this Agreement and subject to the below-mentioned Revenue Warranty:

The Sellers of BioCann acknowledge and represent that these RESTRICTED shares of Common Stock are being issued based upon BioCann achieving Net Revenues of not less than $12,000,000 (Twelve million dollars) in the period commencing on April 1, 2019 to the period March 31, 2020.

Net Revenues is defined as sales that were attributable to BioCann, net of any rebates, commissions or discounts and that all such net revenues were paid for in full. It is agreed that verification of Net Revenues shall be undertaken by an Independent PCAOB Certified Auditor in the United States of America.

It is hereby agreed and warranted that in the event that BioCann not achieve these warranted Net Revenues, then and only then, shall the quantum of RESTRICTED shares of Common Stock be reduced by a percentage amount equal to the percentage dollar amount not be achieved in warranted Net Revenues for that period and that any such shares are so reduced, will be cancelled.

The Seller agrees that these shares of GNCC Capital, Inc. RESTRICTED Common 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 and subject to the provisions of the Revenue Warranty.

CANNABIS REGULATION IN THE UNITED STATES OF AMERICA

BioCann and all of its Associates and Partners do not operate in the United States of America whatsoever. Federal Law in the USA prohibits the importation and sale of Cannabis Products.

SECURITIES & EXCHANGE COMMISSION ("SEC") WARNINGS ON INVESTMENT IN THE CANNABIS INDUSTRY

The SEC published on September 5, 2018, an Investor Alert on Marijuana Investments and Fraud. The GNCC Directors deemed it appropriate to annex this publication hereto and is marked as Exhibit "C".

CORPORATE AND OTHER WEB SITES

Biocann has irrevocably agreed and undertaken that during the Transition Period to prepare an appropriate web site accurately describing their business. Insofar as the www.gncc-capital.com web site relaunch, the Current Directors will work with the BioCann Management Team to prepare an "Investor Friendly" web site during the Transition Period.

Shareholders are hereby advised that these web sites will be primarily under the supervision of the BioCann Management Team given the Current Directors inability to accurately communicate the business of BioCann, the "Cannabis Industry" and their desired "message" and in respect of the Cannabis Industry.

Despite our extensive due diligence, neither of the Current GNCC Directors are in any way competent nor well informed enough to accurately describe the Cannabis Industry nor the objectives of the BioCann Management Team on any web sites.

GNCC DIRECTORS COMMENTS ON THIS TRANSACTION

The GNCC Directors are pleased to have secured this transaction and to position the Company in what is one of the fastest growing and most exciting sectors today. The quality of the Management Team at BioCann and their Partners coupled with their extensive experience in this industry enables the Company to be exceptionally well positioned to quickly capitalize upon this extremely high growth and innovative sector.

Your Directors are particularly gratified by the long term view being undertaken by BioCann, their commitment to the achievement of Net Revenue Projections, extensive stock restrictions, all of this being coupled with their contractual performance warranties and penalties for any underperformance resulting on their Projected Net Revenues.

We would like to take this opportunity to thank so many of our loyal shareholders for all of their support over the years and we trust that as GNCC moves into a new and exciting Industry; our shareholders will be rewarded accordingly. Your Directors have the utmost faith in the BioCann Group to lead GNCC into an exciting new chapter into what is one of the most innovative and fastest growing sectors.

The Current Directors can categorically confirm that no existing GNCC shareholder nor any other shareholder holding any of the issued and outstanding GNCC shares of Preferred Stock has any direct or indirect shareholding or whatsoever other interest in either BioCann, its Partners nor in its Associated Group Companies.

INTERACTION WITH SHAREHOLDERS AND INVESTORS

With immediate effect, the GNCC Directors will be responding to all investor questions and will where necessary, issue Press Releases to clarify any material information. We appreciate that during the Transition Period, Shareholders will want to understand the business of BioCann and as to the strategy in respect of the Company's Mining Exploration Interests.

The Sellers of and the Directors of BioCann have undertaken to assist the current GNCC Directors in familiarizing all of the GNCC shareholders with the business and prospects of BioCann in and during the Transition Period; this is to include answering all shareholder questions posed to GNCC and without breaching the Confidentiality Clause of the Purchase Agreement.

The Current Directors and the BioCann's Management are prepared for numerous pertinent questions during the Transition Period and will endeavor to ensure that all shareholders and interested parties get full and detailed explanations in order to make informed and factual investment decisions.

Please contact us directly at investor@gncc-capital.com should you require any additional information. We will only be able to respond outside of market hours. We reiterate that we truly welcome and appreciate this interaction with our shareholders and all correspondence will receive a direct response and on a daily basis.

Shareholders may rest assured that the current GNCC Directors will do their utmost to guide themselves throughout this Transition Period, we only depart the Company on March 31, 2019; giving us ample time to ensure that this transition is as smooth and orderly as possible.

DATED: FEBRUARY 21, 2019

RONALD YADIN LOWENTHAL
GNCC CAPITAL, INC.
EXECUTIVE CHAIRMAN

NICOLAAS EDWARD BLOM
GNCC CAPITAL, INC.
PRESIDENT & CHIEF OPERATING OFFICER

EXHIBITS:-

1) Stock Sale and Acquisition Agreement between GNCC Capital, Inc. and the Sellers of BioCann Pharma S.A.S. dated February 19, 2019; and
2) Certificate of Designation in respect of the shares of Series M Convertible Preferred Stock and dated February 19, 2019.
3) Securities & Exchange Commission Publication setting out the risks of investing in the Cannabis Industry.

STOCK SALE AND ACQUISITION AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into by and among the shareholders of BioCann Parma S.A.S., a Company incorporated in the Republic of Colombia (“the Sellers”) and GNCC Capital, Inc. (“Buyer or “GNCC”), a Wyoming Corporation, effective as of the date signed by the last signing party, February 19, 2019 (“the Effective Date”).

WITNESSETH

WHEREAS, the Sellers own all of the shares in BioCann Pharma S.A.S., a Company incorporated in the Republic of Colombia (the “Company”) which is engaged in the Republic of Colombia (“Colombia”) in the business of the acquisition of Cannabis plants from licensed growers and the processing of Cannabis CBD Oil (“the product”) through an Equal Partnership with a leading Canadian Cannabis Corporation which has the required License(s) in the Republic of Colombia; the product being distributed in both Colombia and Latin America and for medicinal purposes (“the Business”). The Business is principally located in Cl 9N # 3N-37, Cali, Colombia and in 5500 North Service Road, Suite 301, Burlington Ontario; and

WHEREAS, Buyer desires to purchase from Sellers and Sellers desire to sell to Buyer all of the outstanding shares in the Company, on the terms and subject to the conditions hereinafter set forth; and

WHEREAS GNCC owns through wholly subsidiary Companies, various Mining Exploration Properties. It is agreed that for a period time from the Effective Date, the current Directors of GNCC shall assist the Sellers in various corporate actions as set out in this Agreement as well to effect a transaction(s) in respect of the Mining Exploration Properties and in a manner that best serves the interests of all GNCC shareholders; thereby ensuring an orderly transition. The period from the Effective Date to March 31, 2019 shall be referred to as “the Transition Period”.

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), Sellers agrees to sell, assign, transfer, convey and deliver to Buyer, and Buyer agrees to purchase and acquire, all of Sellers right, title and interest in and to all of the Shares in 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 Sellers.

As part of the sale and purchase herein, the Sellers shall be entitled to appoint 1 (one) Director to the Board of GNCC in and during the Transition Period. At the close of the Transition Period, the Sellers shall be entitled to appoint as many Directors to GNCC as they see fit and necessary and at that time the current GNCC Directors, Ronald Yadin Lowenthal and Nicolaas Edward Blom shall resign from the Board of GNCC.

ARTICLE II.

PURCHASE PRICE

2.1. Purchase Price.

The aggregate purchase price to be paid by the Buyer to Sellers for and in consideration of the sale, transfer and conveyance of the shares of the Company shall be $120,000,000 (One hundred million and twenty million dollars) payable through the issue of restricted non-voting shares of M Convertible Preferred Stock and shares of restricted Common Stock (“the "Purchase Price"). The Purchase Price is however subject to very stringent Revenue warranties by the Sellers and as set out in Clause 13.24 of this Agreement.

2.2. Manner of Payment.

The Purchase Price shall be paid within 5 (Five) business days from the Effective Date.

2.3 Preparation of Financial Reports.

The Sellers shall ensure that the Buyer 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 Effective Date onwards.

ARTICLE III.

CLOSING DATE AND DELIVERIES AT CLOSING

3.1. Closing Date.

Subject to the provisions of Article X of this Agreement, the closing of the transactions contemplated by this Agreement (the "Closing") shall be deemed to be on March 1, 2019. The date of the Closing is referred to herein as the "Closing Date."

3.2. Deliveries by Sellers.

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

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

b. All books and records (including all computerized records and other computerized storage media) of Sellers and Company relating to the Business (collectively the "Books and Records"), including, without limitation, customer contacts, copies of all Partnership and Joint Venture Agreements, copies of contracts with Licensed Cannabis Growers in the Republic of Colombia, full details of the extraction process and manufacture of the various CBD Oils, 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 Sellers 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 Sellers at the Closing on the Closing Date:

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

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

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

ARTICLE IV.

DISCLOSURES, REPRESENTATIONS AND WARRANTIES OF SELLER

Sellers represent and warrant 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.

Sellers have delivered, or will deliver to Buyer, on or before 10 (Ten) 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 Corporation duly organized, validly existing and in good standing under the laws of the Republic of Colombia. The Company has the corporate power and lawful authority to own its properties and to transact the business in which it is currently engaged. The Company is not required to be qualified to transact business as a foreign corporation in any jurisdiction.

4.3. Articles of Incorporation and By-Laws.

The copy of the Articles of Incorporation and any amendments thereto, and By-Laws, of the Company have been delivered to Buyer and 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; except for its existing joint venture and partnership.

4.5. Power and Authority.

a. Sellers have 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 Sellers in connection herewith has been (or upon execution will have been) duly executed and delivered by Sellers, has been effectively authorized by all necessary action of Sellers, and constitutes (or upon execution will constitute) legal, valid and binding obligations of Sellers enforceable against Sellers in accordance with their respective terms.

b. The Shares consist of the entire Members Interest of the Company. Sellers 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 Sellers 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 will deliver 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, 2018 and for the 2 (two) month period ended February 28, 2019 (these financial statement, including the footnotes thereto, are hereinafter referred to collectively as the "Financial Statements"). The Financial Statements:

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

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

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

4.7. Undisclosed Liabilities.

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

4.8. Condition of the Company's Assets.

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

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

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

4.9. Contracts.

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

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

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

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

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

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

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

(3) Any other employee benefit plan.

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

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

4.11. Litigation.

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

4.12 Labor Relations.

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

4.13. Permits; Licenses; Consents.

The Company has all permits and licenses necessary to own and operate its properties and to carry on and conduct the Business as presently carried on and conducted. No permits, approvals, consents, satisfaction of waiting periods, or waivers thereof of agencies of any jurisdiction or governmental body, or of any other person whatsoever, are necessary to allow Sellers 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, 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 Sellers or the Company to do any of the foregoing.

4.15. <u>Taxes</u>.

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. <u>Brokers</u>.

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

4.17. <u>Accuracy</u>.

The Financial Statements, and all other certificates, documents and instruments furnished by the Sellers, 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 Sellers, 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. <u>Environmental Matters</u>.

Sellers 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. <u>Warranties</u>.

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.

4.21. Representations True and Correct.

To the best of Sellers' knowledge, the representations and warranties of the Sellers 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.

Sellers 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 Sellers to Buyer pursuant to Section 4.1 hereof.

ARTICLE V.

REPRESENTATIONS AND WARRANTIES OF BUYER

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

5.1. Due Organization.

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

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 Sellers on or before the Closing Date are, and on the Closing Date will be, true and complete and are, and on the Closing Date will be, as in effect on the date hereof.

5.3. Power and Authority.

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

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

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

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

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

5.4. Accuracy.

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

5.5. Permits: Consents.

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

5.6. Litigation.

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

5.7. Investment Representation.

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

5.8. Brokers.

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

ARTICLE VI.

INDEMNIFICATION

6.1. Indemnification Obligation of Sellers.

Sellers 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 Sellers;

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

c. any material inaccuracy or misrepresentation in any certificate, document or instrument delivered at or prior to the Closing by or on behalf of Sellers, 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 Sellers, 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, Sellers shall timely undertake all necessary action to remedy the issue, including cash payment to satisfy the obligation, if required.

6.3. Indemnification Obligation of Buyer.

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

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

ARTICLE VII

PRE-CLOSING COVENANTS

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

a. Permit Buyer, through its representatives, accountants and attorneys, to inspect the Business Property, assets, business and financial records of the Company and make any other such investigations of the Business and the financial and legal condition of the Company as Buyer may reasonably deem necessary or advisable including, without limitation, providing Buyer with reasonable access during regular business hours to the Sellers' Business Property, and to the Sellers' customers/members, suppliers, creditors, lessors and similarly situated persons in connection with such investigations, making available to such persons on the premises of the Company, 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 Sellers and any of the Company's designated employee; or communicate in any manner with any of the Company's customers, suppliers or vendors, without the express permission of Sellers);

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

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

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

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

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

7.2. Best Efforts.

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

7.3. Consents.

Without limiting the generality of Section 7.2 hereof, each of the parties hereto will use its best efforts to obtain all licenses, permits, authorizations, consents and approvals of all third parties and governmental authorities necessary in connection with the consummation of the transactions contemplated by this Agreement prior to Closing. Each of the parties hereto will make or cause to be made all filings and submissions under laws and regulations applicable to it as may be required for the consummation of the transactions contemplated by this Agreement. Buyer and Sellers 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, Sellers 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 Sellers for certain tax matters at and after the Closing:

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

Sellers 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. Sellers 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 Sellers to review and comment upon each such tax return prior to filing.

c. Cooperation on Tax Matters.

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

d. Tax Returns and Payments.

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

ARTICLE VIII.

CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS

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

8.1. No Termination.

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

8.2. No Adverse Proceedings.

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

8.3. No Adverse Changes.

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

ARTICLE IX.

DUE DILIGENCE

In consideration of the mutual covenants herein, Buyer will have until February 28, 2019 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 Sellers no later than 5:00 p.m. on the last day of the Investigation Period notice of its intention to cancel and the Buyer, Seller will be released of all further obligations under this Agreement. **TIME IS OF THE ESSENSE** for this Inspection Period and Buyer's cancellation of this Agreement during the Inspection Period. Buyer's failure to deliver notice pursuant to this paragraph will be deemed its election to proceed with this Agreement.

ARTICLE X.

TERMINATION

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

a. By mutual consent of Buyer and the Sellers;

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

c. By Buyer or the Sellers, if any representation or warranty made herein for the benefit of Buyer or the Sellers, respectively, or in any certificate or document furnished to Buyer or the Sellers, respectively, pursuant to this Agreement, is untrue in any material respect, or Buyer or the Sellers, 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.

ARTICLE XI.

CONFIDENTIALITY

All parties will hold in confidence all information concerning the business, operations and prospects of Sellers 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 Sellers, 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.

It is specifically recorded that the Company has a Partnership/Joint Venture with a Canadian Company with subsidiaries operating in the Republic of Colombia and elsewhere and that this Company is presently seeking admission to a recognized Stock Exchange and that the Buyer (GNCC and its Directors) and its Directors may not reference the name of this Partner without the prior written permission of that Company.

ARTICLE XII.

BROKER COMPENSATION

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

ARTICLE XIII.

MISCELLANEOUS

13.1. Transaction Costs.

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

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

13.2. Entire Agreement.

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

13.3. Amendments.

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

13.4. Further Assurances.

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

13.5. Binding Effect.

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

13.6. Headings.

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

13.7. Notices.

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

To Buyer:

GNCC CAPITAL, INC.
848 N. Rainbow Boulevard
Suite # 4870
Las Vegas
NV 89107

To Sellers:

c/o BioCann Pharma S.A.S.
5500 North Service Road
Suite 301
Burlington
Ontario

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 Sellers 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 GNCC shares of Series M Convertible Preferred Stock shall be designated by the Buyer and lodged with the Secretary of State in Wyoming; and issued to the Buyers, within 5 (Five) days from the Effective Date.

2. The Buyer is issuing a total amount of 15,000,000 (Fifteen million) GNCC Capital, Inc. non-voting shares of Series M Convertible Preferred Stock to the Seller at a price of $1.00 (One dollar) each, Par Value $0.00001; as follows:

   The Sellers have agreed that all of these shares of Series M Convertible Preferred Stock shall be held "on book" by the Transfer Agent to GNCC Capital, Inc.; for and on behalf of the Sellers. The Sellers shall not be permitted to request any of these shares of GNCC Capital, Inc.'s Series M Convertible Preferred Stock, in certificated form, until the expiration of the 18 (eighteen) months from the date of their issuance to the Seller under this Agreement and subject to the below-mentioned Revenue Warranty:

   The Sellers of BioCann acknowledge and represent that these shares of Series M Convertible Preferred Stock are being issued based upon BioCann achieving Net Revenues of not less than $12,000,000 (Twelve million dollars) in the period commencing on April 1, 2019 to the period March 31, 2020.

   Net Revenues is defined as sales that were attributable to Biocann, net of any rebates, commissions or discounts and that all such net revenues were paid for in full. It is agreed that verification of Net Revenues shall be undertaken by an Independent PCAOB Certified Auditor in the United States of America.

   It is hereby agreed and warranted that in the event of BioCann not achieve these warranted Net Revenues, then and only then, shall the quantum of shares of Series M Convertible Preferred Shares be reduced by a percentage amount equal to the percentage dollar amount not achieved in warranted Net Revenues for that period and that any such shares so reduced, will be cancelled.

   The Seller agrees that these shares of GNCC Capital, Inc. Series M 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 Effective Date of this Agreement and subject to the provisions of the Revenue Warranty.

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

3. The Buyer is issuing a total amount of 3,500,000,000 (Three billion five hundred million) RESTRICTED GNCC Capital, Inc. shares of Common Stock to the Seller at a price of $0.03 (Three cents) each, Par Value $0.00001; as follows:

   The Sellers have agreed that all of these RESTRICTED shares of Common Stock shall be held "on book" by the Transfer Agent to GNCC Capital, Inc.; for and on behalf of the Sellers. The Sellers shall not be permitted to request any of these shares of GNCC Capital, Inc.'s Common Stock, in certificated form, until the expiration of the 18 (eighteen) months from the date of their issuance to the Seller under this Agreement and subject to the below-mentioned Revenue Warranty:

   The Sellers of BioCann acknowledge and represent that these RESTRICTED shares of Common Stock are being issued based upon BioCann achieving Net Revenues of not less than $12,000,000 (Twelve million dollars) in the period commencing on April 1, 2019 to the period March 31, 2020.

   Net Revenues is defined as sales that were attributable to BioCann, net of any rebates, commissions or discounts and that all such net revenues were paid for in full. It is agreed that verification of Net Revenues shall be undertaken by an Independent PCAOB Certified Auditor in the United States of America.

   It is hereby agreed and warranted that in the event that BioCann not achieve these warranted Net Revenues, then and only then, shall the quantum of RESTRICTED shares of Common Stock be reduced by a percentage amount equal to the percentage dollar amount not be achieved in warranted Net Revenues for that period and that any such shares are so reduced, will be cancelled.

   The Seller agrees that these shares of GNCC Capital, Inc. RESTRICTED Common 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 and subject to the provisions of the Revenue Warranty.

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

5. That the current Directors of GNCC will increase the Authorized Share Capital in respect of both of the Common Stock and the Preferred Stock and within 5 (Five) business days from the Effective Date and in order to facilitate the Stock Issuances required in terms of this Agreement and that they will have sought and have obtained consent from holders of no less of 51% (Fifty one) percent of the outstanding voting Common Stock in respect hereof. This is to be obtained on or before the Effective Date.

6. That the current Directors of GNCC, in order to ratify the acquisition of BioCann, will have sought and obtained consent from holders of no less of 51% (Fifty one) percent of the outstanding voting Common Stock in respect hereof. This is to be obtained on or before the Effective Date.

7. That at the close of the Transition Period, both of the GNCC Directors, Mr. R Y Lowenthal and Mr. N E Blom will resign from the Board and as Officers of GNCC and approve the appointment of Directors nominated by the Sellers of BioCann.

8. That in and during the Transition Period, the current GNCC Directors will use their best efforts in order to secure an equitable transaction to dispose of or otherwise deal with the Mining Exploration Assets held by GNCC in order to best serve the interests of all of the GNCC shareholders. Furthermore they will ensure that all of the issued secured shares of Convertible Preferred Stock (in respect of Mining Exploration Interests) are cancelled. It is recorded that the current GNCC Directors have for a considerable period of time, been considering a wide array of options in order to extract value and this being solely in respect of the GNCC Mining Exploration Interests.

9. The current GNCC Directors warrant that the GNCC Trade Creditors as at the Effective Date are not in excess of $90,000 (Ninety thousand dollars).

10. That in and during the Transition Period, the current GNCC Directors will ensure that all outstanding Quarterly and Annual Reports outstanding by GNCC will be filed on the OTC Markets to restore its status to that of a Current Filer. This will include the period to March 31, 2019.

11. It is irrevocably agreed by all the Sellers of BioCann, shareholders representing 51% of the existing shares of GNCC Common Stock and the GNCC Directors that no Reverse Split of GNCC stock shall be contemplated by nor approved by any GNCC Director whatsoever and for a period of not less than 18 (eighteen) months from the Effective Date of this Agreement.

12. GNCC has an approved Stock Repurchase Program that expires on April 19, 2019. The Sellers of BioCann shall have the right to implement, amend and/or extend this Stock Repurchase Program from the Effective Date.

13. The current GNCC Directors hereby irrevocably consent to appoint 1 (one) Director nominated by the Sellers of BioCann to GNCC's Board of Directors and from the Effective Date.

14. BioCann warrants and represents that any previous transactions contemplated with any other publicly traded USA Corporations were never consummated and that the Sellers of BioCann have the absolute right to enter into this Agreement with GNCC.

15. BioCann represents and warrants that it will maintain its relationships with licensed growers in the Republic of Colombia to source the crops and this to represent an amount of not less than an initial 20 hectares under cultivation. BioCann will use its best efforts to steadily increase its relationships with these licensed growers with a view to achieving a possible further 30 hectares until cultivation and over a period of 1 (one) year from the Effective Date.

16. BioCann represents and warrants that its Partnership and Joint Venture Agreement with a licensed Processor of Cannabis Oils in the Republic of Colombia will enable BioCann to source its required quantity of finished product of CBD Oils.

17. BioCann warrants that it will be selling its processed CBD Oils only in Colombia and throughout Latin America.

18. BioCann warrants and undertakes that it does not and will not under any circumstances sell nor market any of its products in the United States of America; nor will they maintain any operations in the United States of America of whatsoever nature. If at some future date, the Federal Government of the United States of America amends and/or rescinds its policy in respect of existing Federal Legislation in respect of Cannabis; then and only then would BioCann reconsider its options to expand its operations accordingly.

19. The Sellers of and the Directors of BioCann undertake to assist the current GNCC Directors in familiarizing all of the GNCC shareholders with the business and prospects of BioCann in and during the Transition Period; this is to include answering shareholder questions posed to GNCC and without breaching the Confidentiality Clause of this Agreement.

20. It is agreed that the current GNCC Directors shall be free to sell any and/or all of their shares of GNCC Common Stock and to convert existing GNCC shares of Convertible Preferred Stock post their resignations and subject to the Insider / Affiliate Rules.

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. A facsimile copy of this document and any signatures shall be considered for all purposes as originals.

DATE and RECEIVED THIS 19th day of February, 2019.

BUYER:

GNCC CAPITAL, INC.

____
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. THIS IS A LEGALLY BINDING AND FULLY ENFORCABLE DOCUMENT. A facsimile copy of this document and any signatures shall be considered for all purposes as originals.

DATE and ACCEPTED on this 19th day of February, 2019.

SELLERS:

____

Paula Andrea Victoria
FOR AND ON BEHALF OF ALL OF THE SELLERS

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

Pursuant to Section Wyoming Statutes 17-16-602

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

DOES HEREBY CERTIFY:

That, pursuant to authority conferred by the Corporation's Certificate of Incorporation and by the provisions of Wyoming Statutes 17-16-602, the Board of Directors of the Corporation (the "Board"), by unanimous written consent on February 19, 2019, adopted the following resolutions, which resolutions remain in full force and effect on the date hereof, creating a series of 30,000,000 (Thirty million) shares of Preferred Stock, $0.00001 par value, designated as Series M Convertible Preferred Stock:

RESOLVED:

That pursuant to the authority vested in the Board in accordance with the provisions of the Certificate of Incorporation of the Corporation and Wyoming Statutes 17-16-602, the Board does hereby create, authorize and provide for the issuance of a Series M Convertible Preferred Stock, $0.00001 par value, of the Corporation, hereby designated as "Series M Convertible Preferred Stock," having the voting powers, designation, preferences and relative, participating, optional and other special rights, and qualifications, limitations and restrictions thereof that are set forth as follows:

Section 1: DESIGNATION AND AUTHORIZED SHARES

30,000,000 (Thirty million) shares of Preferred Stock, par value $0.00001 per share, of the Corporation are hereby designated as Series M Convertible Preferred Stock (the "Series M Preferred Stock").

Section 2: STATED VALUE

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

Section 3: DIVIDEND PREFERENCE

Each share shall bear dividends at the rate of $0.05 (Five cents) per share per annum, payable annually.

Section 4: LIQUIDATION PREFERENCE

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

The Liquidation Preference shall be payable from the proceeds of liquidation of the Corporation's interest in the Corporation's equity and debt interest(s) in its subsidiary, BioCann Pharma S.A.S., incorporated in the Republic of Colombia.

Section 5: VOTING

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

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

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

Section 6: CONVERSION

(a) *Conversion Right.*

Each share of Series M Convertible Preferred Stock shall be convertible, at the option of the holder thereof, at any time after 18 (Eighteen) months after the date such share was issued (subject to the limitations set forth in Section 6.c below), and without the payment of additional consideration by the holder thereof, into such number of fully-paid and non-assessable shares of Common Stock as is determined by dividing the Stated Value per share, by the Series M Preferred Convertible Stock, Conversion Price in effect at the time of conversion.

The "Series M Conversion Price" shall be 90% (Ninety percent) of the average trading price for the 5 (Five) consecutive trading days next preceding the date of the notice of conversion as reported on OTCMarkets.com or such other United States trading market or stock exchange as shall then be the primary market (by volume) for the Corporation's shares of common stock; provided, however, that the Series M Conversion Price, and the rate at which shares of Series M Convertible Preferred Stock may be converted into shares of Common Stock, shall be subject to adjustment as provided in Section 7 below. Shares of Series M Convertible Preferred Stock converted into shares of Common Stock in accordance with the terms hereof shall be canceled and shall not be reissued.

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

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

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

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

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

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

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

Notwithstanding anything to the contrary contained herein, a holder of shares of Series M Convertible Preferred Stock shall not be entitled to convert shares of Series M Convertible Preferred Stock if upon such conversion the number of shares of Common Stock to be received, together with the number of shares of Common Stock beneficially owned by the holder and its affiliates on the conversion date, would result in beneficial ownership by the holder and its affiliates of more than 9.99% of the outstanding shares of Common Stock of the Corporation on such conversion date.

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

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

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

Section 7: OTHER PROVISIONS

(a) Reservation of Common Stock.

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

(b) Record Holders.

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

Section 8: RESTRICTIONS AND LIMITATIONS

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

Section 9: CERTAIN ADJUSTMENTS

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

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

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

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

(b) Fundamental Transaction.

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

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

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

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

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

IN WITNESS WHEREOF, the undersigned has executed this Certificate this 19th day February, 2019.

BY:

GNCC CAPITAL, INC.

NICOLAAS EDWARD BLOM
DIRECTOR / PRESIDENT &
SECRETARY

RONALD YADIN LOWENTHAL
DIRECTOR / EXECUTIVE
CHAIRMAN & TREASURER

Investor Alert: Marijuana Investments and Fraud

Sept. 5, 2018

Scam artists often exploit "hot" industries to trick investors, including by making false promises of high returns with low risks. The SEC's Office of Investor Education and Advocacy (OIEA) and Retail Strategy Task Force are warning investors about these kinds of investment schemes involving marijuana-related companies.

OIEA regularly receives complaints about marijuana-related investments, and the SEC continues to bring enforcement actions in this area. If you are thinking about investing in a marijuana-related company, you should beware of the risks of investment fraud and market manipulation.

Investment Fraud

Fraudsters may try to use media coverage about the legalization of marijuana to promote an investment scam. Look out for these signs of fraud:

- **Unlicensed, unregistered sellers.** Unlicensed, unregistered persons commit many of the securities frauds that target individual, Main Street investors. Check out the background, including registration or license status, of anyone recommending or selling an investment, using the free simple search tool on Investor.gov.
- **Guaranteed returns.** If someone promises you a guaranteed high rate of return on your investment, especially along with a claim of no risk, it likely is a fraudulent scheme.
- **Unsolicited offers.** If someone reaches out to you through social media, an e-mail, a text, or a phone call regarding an investment "opportunity," it may be part of a scam.

Market Manipulation

Fraudsters may manipulate stock prices (for example, causing them to rise or fall dramatically) by spreading false and misleading information about a company. Microcap stocks, some of which are penny stocks and/or nanocap stocks, may be more susceptible to market manipulation than stocks of larger companies. This is because information about microcap companies may be hard to find and microcap stocks historically have less liquidity. Be cautious if you spot red flags of microcap fraud:

- **Trading suspension.** Check whether the SEC has recently suspended trading of the company's stock.
- **Changes to company name or type of business.** Research the company and be skeptical if the company has abruptly changed its name, industry, or business plan multiple times.
- **False press releases.** Press releases that seem implausible may indicate that the company's stock is being hyped solely to drive up its stock price.

> ***Risk of Prosecution.*** *In addition to the potential for investment schemes associated with marijuana-related stocks, some marijuana-related companies may be at risk of criminal prosecution because of the business they are in. In January 2018, the U.S. Department of Justice (DOJ) issued a marijuana enforcement memorandum noting "…Congress's determination that marijuana is a dangerous drug and that marijuana activity is a serious crime."*
> *If you are considering investing in a company with operations relating to the marijuana business industry, understand that the company may be criminally prosecuted and this may impact the value of your investment.*

As with any investment decision, ask questions and understand the risks involved. Carefully research the investment and read any recent reports that the company has filed with the SEC.

Additional Resources

SEC Enforcement Actions:

- *SEC v. Cone and Greenview Investment Partners, L.P.*
- *SEC v. Bud Genius*
- *SEC v Miller*
- *SEC v. Fortitude Group; SEC v Strategic Global Investments*
- *In the Matter of Fusion Pharm*
- *SEC v. Notis Global (fka Medbox, Inc.)*
- *SEC v. Galas*
- *In the Matter of Henry Lin-Han Jan; In the Matter of Artemus Mayor*

Investor Bulletin: Microcap Stock Basics (Part 3 of 3: Risk)

Report a possible securities fraud.

Call OIEA at 1-800-732-0330, ask a question using this online form, or email us at Help@SEC.gov.

Visit Investor.gov, the SEC's website for individual investors.

Receive Investor Alerts and Bulletins from the Office of Investor Education and Advocacy ("OIEA") by email or RSS feed. Follow OIEA on Twitter @SEC_Investor_Ed. Like OIEA on Facebook at facebook.com/secinvestoreducation.

Modified: Sept. 5, 2018