



GNCC CAPITAL, INC.

SUPPLEMENTAL INFORMATION FILING

RE-ORGANIZATION OF THE COMPANY'S MINING EXPLORATION PORTFOLIO

EFFECTIVE: SEPTEMBER 30, 2015

OCTOBER 14, 2015

BACKGROUND:

The Company has completed an extensive re-organization of its Mining Exploration portfolio that are held by GNCC Capital, Inc. (“GNCC” or “the Company”) through its three wholly owned corporations, namely White Hills Gold Exploration, Inc., Mohave Consolidated Exploration, Inc. and Walker Lane Exploration, Inc.

The rationale for this re-organization was:-

1. To increase the Company’s interests in Silver Exploration; and
2. To reduce Company expenditure on Mining Exploration Properties that are not as attractive to potential Joint Venture Partners; and
3. To allow the Company’s Directors to concentrate on Mining Exploration Properties that are attractive to potential Joint Venture Partners.

The Company’s Directors continue to seek alliances and partnerships that we expect over time, to allow us to monetize our Mining Exploration interests.

This reorganization does not affect, nor increase, the shares of our Common Stock nor any of the classes of Convertible Preferred Stock or any of Convertible Loan Notes, currently outstanding. The Company has not assumed additional debt whatsoever.

This completes the final phase of a restructuring plan that Management has been implementing for some time.

BRIEF OVERVIEW OF RE-ORGANIZATION:-

1. Exchange of “Pearl Spring Silver Project” for “Burnt Well, Clara and Ester Basin”. The parties hereby substitute the “Pearl Spring Silver Project” located near Silver Peak, in Esmeralda County, Nevada (NMC 1104378 and NMC 1104379) for the “Burnt Well, Clara and Ester Basin Projects”. “Burnt Well, Clara and Ester Basin” are hereby returned to Searchlight Exploration, LLC and to Anaconda Exploration, LLC without further obligation on the part of GNCC or Mohave Consolidated Exploration, Inc. These Exploration Properties will be owned by Mohave Consolidated Exploration, Inc. on behalf of GNCC.
2. Exchange of “Tonopah Silver Project” for “Kit Carson, Potts Mountain and Silverfield”. The parties hereby substitute the “Tonopah Silver Project” located at Tonopah, in Nye County, Nevada (NMC 1108953 through 1108959) for the “Kit Carson, Potts Mountain and Silverfield Projects”. “Kit Carson, Potts Mountain and Silverfield” are hereby returned to Searchlight Exploration, LLC and Middle Verde Development Co., LLC without further obligation on the part of GNCC or Mohave Consolidated Exploration, Inc. These Exploration Properties will be owned by Mohave Consolidated Exploration, Inc. on behalf of GNCC.
3. Exchange of “Yarber Wash Silver Project” for “Alamo and the 50% interest in North Rawhide”. The parties hereby substitute the “Yarber Wash Silver Project” located in Yavapai County, Arizona (AMC 363476) for the “Alamo and North Rawhide Projects”. “Alamo and North Rawhide” are hereby returned to Searchlight Exploration, LLC without further obligation on the part of GNCC or Walker Lane Exploration, Inc. These Exploration Properties will be owned by Walker Lane Exploration, Inc. on behalf of GNCC. The shares of Walker Lane Exploration, Inc. are secured by holders of GNCC shares of Series C Convertible Preferred Stock.
4. New Claims at White Hills. Claimholder has located additional lode mining claims (the “New White Hills Claims”) in the White Hills project area (T24 and 25N, R20W, GSRBM), which have been submitted to the Mohave County Recorder for recordation but have not yet been recorded with the BLM. The New White Hills Claims are hereby substituted for the Existing Claims at White Hills, which Existing Claims are hereby returned to Frederick C. Bauman, Barbara M. Bauman, Anaconda Exploration, LLC, McIntyre & Bauman Group, LLC, Middle Verde Development Co., LLC and Searchlight Exploration, LLC, and without further obligation on the part of GNCC or of White Hills Gold Exploration, Inc. These Exploration Properties will be owned by White Hills Gold Exploration, Inc. on behalf of GNCC. The shares of White Hills Gold Exploration, Inc. are secured by holders of GNCC shares of Series A Convertible Preferred Stock.

5. New Claims at McCracken. Claimholder has located additional lode mining claims (the “New McCracken Claims”) in the McCracken project area (T13N, R14 and 15W, GSRBM), which have been submitted to the Mohave County Recorder for recordation but have not yet been recorded with the BLM. The New McCracken Claims are hereby substituted for the Existing Claims at McCracken, which Existing Claims are hereby returned to McIntyre Mines, LLC, La Paz Gold Mines, LLC, United Oatman Gold Mines, LLC, Treasure King Mines, LLC, Mount Cruachan Mines, LLC, Big John Gold Mines, LLC, McCracken Gold, Inc. and Copper Cliff Gold, Inc. without further obligation on the part of GNCC or Walker Lane Exploration, Inc. These Exploration Properties will be owned by Walker Lane Exploration, Inc. on behalf of GNCC. The shares of Walker Lane Exploration, Inc. are secured by holders of GNCC shares of Series C Convertible Preferred Stock.

BRIEF DESCRIPTION OF THESE MINING EXPLORATION PROPERTIES:-

Tonopah / East Belmont

Tonopah is a well-known central Nevada bonanza silver mining district discovered in 1900. Second only to the Comstock Lode in Nevada silver production, Tonopah and nearby Goldfield have together been credited with restoring Nevada’s mining industry in the 20th Century. Tonopah is located midway between Las Vegas and Reno, Nevada and is conveniently accessed by US Highway 95 and US Highway 6. Utilities are readily available and electric transmission lines traverse the property.

The East Belmont property is comprised of seven 20 ac unpatented lode mining claims located east of the Halifax Fault in the eastern part of the Tonopah mining district. The East Belmont claims were located based on a manganese anomaly reported from sampling by the Nevada Bureau of Mines and Geology; anomalous surface manganese at Tonopah has been correlated by some with precious metals mineralization at depth. While the property is dotted with prospect pits and shallow shafts, there is no evidence of drilling, which would be necessary to test the theory that the silver mineralization continues east of the Halifax Fault.

The Tonopah Mining District is on the north side of a volcanic center of middle Miocene age, and the geology consists of volcanics and volcanoclastics. Ore deposits are generally confined to the Mizpah Trachyte although ore has been found in other volcanics such as the Fraction Breccia. Ore deposits in the central part and eastern parts of the Tonopah District are in steep replacement – type veins up to 40 feet wide that had assay walls and followed faults or joints in the host rock. Flatter veins are more prevalent in the western part of the district.

Total recorded production for the Tonopah District from 1900 to 1950 was 8,800,000 tons of ore, from which 1,861,000 ounces of gold and 174,153,000 ounces of silver were recovered with a total value of \$147,564,015. The historically productive part of the Tonopah Mining District is egg-shaped, with an axis that is roughly East / West. The ore dome outcropped in the center of the district and was centered on the Tonopah fault area. The ore zone was cut off and down-dropped to the west by the Ohio Fault in the vicinity of Brougher Mountain. To the east, the ore-bearing zone was thought to be cut off by the Halifax Fault, which runs roughly North / South a few hundred feet west of the Halifax Mine.

Much effort has been made to find a continuation of the ore zone west of the Ohio Fault. It appears that less effort has been expended to find a continuation of the ore zone east of the Halifax Fault. Searchlight Exploration believed that this area is underexplored, and thus assembled the East Belmont land position there to the east of the Halifax and Belmont Mines.

This project could benefit from the use of ground penetrating radar to locate potential drillsites, in conjunction with standard geochemical and geophysical technology.

Pearl Spring

The Pearl Spring property is located in Esmeralda County, Nevada, approximately 20 miles from Tonopah. The mining claims are located northeast of the Silver Peak Mining District and south / southeast of the Lone Mountain / Weepah Mining District. It may be easily accessed from Pearl Spring Road north from paved Silver Peak Road. Silver Peak is an active mining area, with Scorpio Gold Corp.'s Mineral Ridge Gold Mine and Rockwood Lithium's lithium brine production facility (the only United States domestic lithium producer). Supplies may be purchased at nearby Tonopah, and miners are available locally given the presently operating mines in the area.

There are at least four mine shafts and several additional adits on the property's two contiguous 20 ac lode mining claims.

The Pearl Spring property is located in an area bordered by the Silver Peak Mining District to the south. The Silver Peak Mining District is underlain by Paleozoic sedimentary rocks intruded by Cretaceous (?) alaskite. Ore deposits are veins in which ore is in overlapping quartz lenses. The gold is finely disseminated in the native state and occurs in pyrite and galena scattered through the quartz. While the Silver Peak Mining District has mostly produced gold, some rich silver ores occur in the deposits. This district was discovered in 1863 and produced an estimated \$1,418,000 of gold, silver and lead to 1907 and about \$7,000,000 from 1907 to 1922. The nearby Mineral Ridge Gold Mine historically produced 575,000 ounces of gold. Mineral Ridge reopened in 2012 and is producing 40,000 ounces of gold per year, and reports probable resources of 2,137,120 tons at a grade of 0.061 ounces gold / T (1131,190 ounces gold) and indicated resources of 2,697,500 tons at a grade of 0.059 ounces gold / T (160,300 ounces gold). It is GNCC's premise that the potential exists for a similar resource in the Pearl Spring claim area.

The Lone Mountain Mining District is located north of the Pearl Spring property. The Weepah Mining District is northwest of the Searchlight Claims; Weepah is considered to be a part of the Lone Mountain Mining District. Total production from the Lone Mountain District is estimated to be approximately \$3,500,000 in gold, silver, lead and turquoise. Of this amount \$1,615,037 of gold was produced at Weepah between 1935 and 1939. Weepah was actually the site of the last major "gold rush" in Nevada following the discovery in 1927 by two 19 -year old boys of gold ore that assayed over \$75,000 per ton gold. In the Lone Mountain district, complexly folded and faulted sediments ranging in age from PreCambrian through Ordovician had been intruded by granitic plutons of Cretaceous to Tertiary age. Most mineral occurrences in the Lone Mountain district occur in metamorphosed sedimentary rocks within the contact aureoles of the various intrusive bodies.

Mineralization at this property is found in shear zones in the basal member of the Cambrian Harkless Formation, which is a dominantly green siltstone. There are hydrothermal quartz veins with oxidized pyrite. The host rock is thinly to thickly bedded spotted phyllites and schists, interbedded with quartzite.

These rocks are intruded by prominent felsic aphanitic rhyolitic and quartz porphyry dikes. The quartz veins associated with the shear zones are highly sheared and fractured (crushed). Vugs are coated with euhedral quartz crystals, with abundant iron and manganese stains. Sericite alteration is associated with quartz and host rocks along the shears.

GNCC was encouraged by the results of Searchlight's initial sampling program, which was comprised of nine (9) grab samples from mine dumps located along the vein system. All of the samples had detectable gold and silver. One sample from the dumps of the South Shaft assayed a bonanza grade of 161.8 ounces silver per ton. Another sample from the North Shaft dumps assayed 0.164 ounces gold per ton. Three additional samples assayed at over 2 ounces silver per ton and two more samples assayed over .01 ounces gold per ton. A geochemical sampling program is recommended in order to identify potential drill targets.

McCracken

The McCracken project is located in Mohave County, Arizona approximately 60 miles south of Kingman. The original McCracken silver mine (which is not owned by the Company) was one of Arizona's premier silver producers, and is presently owned by Teck. However, the Company's Stonehouse Mine, which border's Teck's property to the east, is believed to have similar mineralization with numerous anastomosing 0.3 to 3 cm thick veins, locally amalgamated into 1-2 m thick veins, including stockwork and crackle breccia. Quartz is the dominant vein material, with barite and minor argentiferous galena, fluorite, silver halides, manganese oxides and sparse hematite. There are vugs of amethyst, manganese oxide and calcite replacing barite.

The project also has gold potential, centered on a prominent outcrop one mile east of the McCracken silver mine, called “Copper Cliff” after its copper oxide staining. The Copper Cliff mine workings are located on a breccia zone containing amethyst, copper and gold averaging approximately 0.1 ounce per ton. The Copper Cliff, which contains an adit and shallow shaft from previous mining, was to have been mined for gold when Arizona Silver last operated the McCracken silver mine under lease from Teck during the 1980’s; However, as a gold deposit, it was not a priority for Arizona Silver, with the result that the Copper Cliff appears largely unmined.

The regional geological setting is a major east / west detachment fault (called the “Buckskin / Rawhide Fault”). Striking northwesterly from this detachment fault for approximately 15 miles is a high angle fault (called the “Sandtrap Wash Fault”), which may have localized mineralization associated with the major detachment fault. Mineralization is found in quartz veins and breccia zones hosted by the upper plate in close proximity to the Sandtrap Wash Fault. In most cases the upper plate country rock is pre-Cambrian granite or gneiss.

Yarber Wash

The Yarber Wash silver property is located in the Yarber Wash Mining District, Yavapai County, Arizona. The closest city is Prescott, Arizona. There are several shafts and adits, 65’ to 285’, located on one 20 ac unpatented lode mining claim.

Underground and dump samples have ranged up to 35 oz / T silver and .6 oz/T gold. Average silver grade is of economic interest at over 9 oz/T. Base metals values are also significant (Cu up to 1.7%; Pb up to 4.6% and Zn up to 2.5%). There are a number of 3’ plus veins on the property.

Searchlight Exploration has done reconnaissance sampling resulting in the above assays. The property does not appear to have been drilled in the past.

White Hills

The White Hills Property is located south of the town of White Hills in Mohave County, Arizona. White Hills is the first town in Arizona south of the recently completed Hoover Dam Bypass, and is about 1 ½ hour’s drive from Las Vegas, Nevada, the closest major city. Highway 93, the major highway linking Las Vegas and Phoenix, Arizona, runs through White Hills. All necessary supplies and labor can be obtained from Las Vegas or from Kingman, Arizona, which is located about 40 miles to the south. The climate is high desert, with hot summers, occasional snow in the winter and very low precipitation.

White Hills was one of Arizona's later boom towns, with the original discovery of silver made in 1892 as a result of rock samples found by Native Americans. Between 1892 and 1898, over \$12,000,000 of silver and gold was mined from the White Hills silver mines (close to \$1 Billion at 2013 commodity prices). Then the silver mines were closed due to flooding. A few years later, gold was found south of White Hills, and approximately 15,000 ounces of gold were mined from 1903 to 1907 from four separate mines, with an average grade of from 0.5 to 1.0 ounces gold per ton.

GNCC's current focus is on some promising outcrops southeast of Mount Perkins that were discovered during 2014. The grades are encouraging (0.128 OPT gold at the North outcrop and .037 OPT gold at the South outcrop). While the claim vendor did not assay for silver, GNCC will also evaluate any silver potential on these claims given the bonanza silver production by the original mines at White Hills.

DATED: OCTOBER 14, 2015

RONALD YADIN LOWENTHAL
GNCC CAPITAL, INC.
EXECUTIVE CHAIRMAN

EXHIBITS:-

Claim Re-Organization Agreement dated September 30, 2015.

CLAIM REORGANIZATION AGREEMENT

This Claim Reorganization Agreement, dated as of September 30, 2015, by and among Searchlight Exploration, LLC (“Searchlight”), Anaconda Exploration, LLC (“Anaconda”), McIntyre Mines (“McIntyre”), Middle Verde Development Co., LLC (“Middle Verde”), Frederick C. Bauman (“FB”), Barbara M. Bauman (“BMM”), McIntyre & Bauman Group, LLC (“MBG”), La Paz Gold Mines, LLC (“La Paz”), United Oatman Gold Mines, LLC (“United”), Treasure King Mines, LLC (“Treasure King”), Mount Cruachan Mines, LLC (“Cruachan”), Big John Gold Mines, LLC (“Big John”), McCracken Gold, Inc. (“MCG”) and Copper Cliff Gold, Inc. (“Copper”) (Searchlight, Anaconda, McIntyre and Middle Verde are each Arizona limited liability companies, La Paz, United, Treasure King, Cruachan and Big John are each Arizona limited liability companies and MCG, MBG and Copper are each Wyoming corporations; and are all collectively referred to collectively herein as “Claimholder”) and GNCC Capital, Inc. (“GNCC”) wholly owned subsidiary corporations, namely: White Hills Gold Exploration, Inc., Mohave Consolidated Exploration, Inc. and Walker Lane Exploration, Inc. (“GNCC Subsidiary Corporations”), all of which are incorporated in the State of Wyoming.

Recitals:

GNCC Subsidiary Corporations and Claimholder are parties to several existing agreements (the “Existing Agreements”) pursuant to which GNCC Subsidiary Corporations acquired mineral rights (the “Existing Claims”) in the State of Arizona with respect to the following projects, namely: “Alamo, Burnt Well, Clara, Ester Basin, Kit Carson, North Rawhide, McCracken, Potts Mountain, Silverfield and White Hills” (the “Existing Projects”).

GNCC Subsidiary Corporations desires to refocus its mineral exploration related activities primarily upon Silver dominant exploration properties and to diversify its holdings by including properties in the State of Nevada.

Claimholder is willing to exchange new projects with GNCC Subsidiary Corporations for certain of the Existing Projects and to exchange new claims for Existing Claims at other Existing Mineral Exploration Projects.

NOW, THEREFORE, the parties hereto, for good and sufficient consideration and intending to be legally bound hereby, agree as follows:

A. Exchange of Pearl Spring Silver Project for Burnt Well, Clara and Ester Basin.

The parties, being Mohave Consolidated Exploration, Inc., Searchlight Exploration, Inc. and Anaconda Exploration, LLC hereby substitute the “Pearl Spring Silver Project” located near Silver Peak, in Esmeralda County, Nevada (NMC 1104378 and NMC 1104379) for the “Burnt Well, Clara and Ester Basin Ming Exploration Projects”. “Burnt Well, Clara and Ester Basin” are hereby returned to Searchlight and Anaconda without further obligation on the part of GNCC or Mohave Consolidated Exploration, Inc. except as provided below. Mohave Consolidated Exploration, Inc.’s ongoing work expenditure

requirement for “Pearl Spring” shall be \$50,000 (Fifty thousand dollars) per year, commencing with the 2016 calendar year, this being October 1, 2015.

B. Exchange of E Belmont/Tonopah Silver Project for Kit Carson, Potts Mountain and Silverfield.

The parties hereby substitute the “E Belmont/Tonopah” Silver Project located at Tonopah, in Nye County, Nevada (NMC 1108953 through 1108959) for the “Kit Carson, Potts Mountain and Silverfield” Projects. “Kit Carson, Potts Mountain and Silverfield” are hereby returned to Searchlight and Middle Verde without further obligation on the part of GNCC or Mohave Consolidated Exploration, Inc. except as provided below. Mohave Consolidated Exploration, Inc.’s ongoing work expenditure requirement for “E Belmont/Tonopah” shall be \$100,000 (One hundred thousand dollars) per year, commencing with the 2016 calendar year.

C. Exchange of Yarber Wash Silver Project for Alamo and the 50% Interest in North Rawhide.

The parties hereby substitute the “Yarber Wash Silver Project” located in Yavapai County, Arizona (AMC 363476) for the “Alamo and the 50% interest in North Rawhide” Projects. “Alamo and the 50% interest North Rawhide” are hereby returned to Searchlight without further obligation on the part of GNCC or Walker Lane Exploration, Inc. except as provided below. Walker Lane Exploration, Inc.’s ongoing work expenditure requirement for “Yarber Wash” shall be \$50,000 (Fifty thousand dollars) per year, commencing with the 2016 calendar year.

D. New Claims at White Hills.

Claimholder has located additional lode mining claims (the “New White Hills Claims”) in the White Hills project area (T24 and 25N, R20W, GSRBM), which have been recorded with the Mohave County Recorder as Items 2015040857 and 2015040858 but have not yet been recorded with the BLM. The “New White Hills Claims” are hereby substituted for the Existing Claims at “White Hills”, which Existing Claims are hereby returned to Frederick C. Bauman, Barbara M. Bauman, Anaconda Exploration, LLC, McIntyre & Bauman Group, LLC, Middle Verde Development Co., LLC and Searchlight Exploration, LLC without further obligation on the part of GNCC or White Hills Gold Exploration, Inc. except as provided below. White Hills Gold Exploration, Inc.’s ongoing work expenditure requirement for “White Hills” shall be \$50,000 (Fifty thousand dollars) per year, commencing with the 2016 calendar year.

E. New Claims at McCracken.

Claimholder has located additional lode mining claims (the “New McCracken Claims”) in the McCracken project area (T13N, R14 and 15W, GSRBM), which have been recorded with the Mohave County Recorder as Items 20150401925 through 20150401927 but have not yet been recorded with the BLM. The “New McCracken Claims” are hereby substituted for the Existing Claims at “McCracken” (except for Copper Cliff Lode, AMC 351576 and Copper Cliff #2, AMC364364, which will be retained), which Existing Claims are hereby returned to McIntyre Mines, LLC, La Paz Gold Mines, LLC, United Oatman Gold Mines, LLC, Treasure King Mines, LLC, Mount Cruachan Mines, LLC, Big John Gold Mines, LLC, McCracken Gold, Inc. and Copper Cliff Gold, Inc. without further obligation on the part of GNCC or Walker Lane Exploration, Inc. except as provided below. Walker Lane Exploration, Inc.’s ongoing work expenditure requirement for “McCracken” shall be \$50,000 (Fifty thousand dollars) per year, commencing with the 2016 calendar year.

F. Existing Agreements.

Except as amended hereby, the Existing Agreements shall remain in effect as written.

Specifically, the following provisions of the Existing Agreements shall remain in effect:

1. Payments.

A. During the Term, Company shall make the following payments to Claimholder, which shall constitute a portion of the purchase price for the Property:

- (i) With respect to White Hills, the Periodic Payments each in the amount of \$10,000 (Ten thousand dollars), payable on February 1 and August 1 of each year during the Term, commencing with August 1, 2015.

B. Following transfer of title to the Company under Section 7, Company shall pay to Claimholder:

- (i) the Claimholder’s net smelter return (NSR) royalty under Section 8. Company’s obligation to make payment under Section 8A shall cease to accrue on the first to occur of (i) completion by Company of mining operations, residual leaching and reclamation in the Project Area or (ii) other decision of Company to terminate operations in the Project Area and, if Claimholder so desires, to reconvey the property to Claimholder once reclamation and other environmental obligations have been satisfied, although this provision shall not relieve Company from its obligation to make payments that accrued prior to such occurrence.

C. All payments shall be paid in US\$ dollars in immediately available funds.

D. Company hereby represents and warrants to Claimholder that it has adequate financial resources to make the payments required under this Section 3, as well as the Work Expenditures required under Section 4.

2. Work Expenditures.

During the Term, until terminated by Company under Section 6 or until the Purchase Option is exercised under Section 7, Company shall make work annual expenditures ("Work Expenditures") on or for the benefit of the Property in the amounts set forth above with respect to each Property.

Any excess of Work Expenditures in any year shall be carried forward to the succeeding year. If Work Expenditures in any year after the period ended June 30, 2016 are deficient and Company desires to maintain this Agreement in effect, Company shall pay Claimholder in immediately available funds a sum equal to the deficiency in lieu of the Work Expenditure shortfall. For purposes of this Agreement, "Work Expenditures" is defined as sums spent or incurred by Company directly on the Property for exploration and development of the Property, including drilling, geochemical sampling, geophysical or seismic survey, assaying, and ore reserve calculation; metallurgical and engineering analyses; environmental and permitting analyses and activities; feasibility studies; and financing investigations; plus 5% (Five percent) of such direct costs in lieu of headquarters overhead and general and administrative expenditures.

3. Rights and Obligations During the Term.

The parties shall have the following rights and obligations during the Term:

A. Access to Property and Provision of Data.

Company shall have full access to the Property to conduct such investigations and examinations as Company may deem desirable and to all information and data in Claimholder's possession and control pertaining to the Property necessary or desirable to enable Company to fully evaluate the Property and its commercial feasibility. Claimholder agrees to cooperate fully with Company in its investigation.

B. Activities by Company.

Company shall have exclusive possession of the Property, subject to the paramount rights of the United States and / or the State of Arizona with respect to unpatented mining claims included in the Property, and shall have the exclusive right to conduct such exploration, evaluation, and development activities on the Property (including bulk sampling) as Company may desire. Claimholder shall provide at Company's expense all reasonable assistance to Company for the obtaining of any permits, licenses, and third party consents needed for such work. Company shall also have the right to contact the pertinent federal, state, and local permitting agencies, and to negotiate with such agencies.

C. Maintenance of Property.

Company shall maintain in good standing all unpatented mining claims that comprise the Property. Company shall, as required by the Federal Government with respect to unpatented mining claims on federal lands, perform required assessment work or timely pay all claim maintenance or rental fees and all required property taxes, and shall timely make all filings and recordings in the appropriate governmental offices required in connection with such payments.

COMPANY SHALL PAY TO CLAIMHOLDER THE NECESSARY FUNDS FOR THE CLAIM MAINTENANCE FEES NO LATER THAN AUGUST 1 OF EACH YEAR SO THAT CLAIMHOLDER HAS AMPLE TIME TO MAKE THE ANNUAL FILING AND PAYMENT TO THE BLM DUE ON SEPTEMBER 1 OF EACH YEAR FOR THE FOLLOWING CLAIM ASSESSMENT YEAR.

In the event Claimholder makes any such payment (although it shall have no obligation to do so), Company shall promptly reimburse Claimholder for payment of such holding costs upon receipt by Company of evidence of such payment. Company shall have the right to amend or relocate in the name(s) of Claimholder any unpatented mining claims included in the Property, to locate different types of claims on ground covered by existing claims, and to locate any fractions.

D. Sharing of Data.

During each year of the Term, Company will share with Claimholder all information (including interpretive and non-interpretive data, subject to typical disclaimers regarding interpretive data and statements that Claimholder may not rely upon the same) obtained from the exploration, evaluation, and development activities pertaining to the Property, including providing a copy of any geological and other principal reports relating to the Property, and will report to Claimholder in writing at least quarterly regarding the progress of the exploration and evaluation work and Work Expenditures made during the period.

E. Claimholder Access to Property.

Claimholder may have access to the Property at its sole risk on reasonable notice, and shall be entitled to conduct tours of the Property for investor relations and financing activities. Claimholder's exercise of its access rights shall not interfere in any way with Company's operations on the Property, which shall take precedence in the event of any conflict.

F. Conduct of Operations by Company at the Property.

All of the exploration, development, mining, milling and related work and any other activities which may be performed by Company or its agents or contractors hereunder shall be performed in accordance with all of the terms and conditions of this Agreement and good mining practices, but the timing, nature, manner and extent of any exploration, development or any other operations or activities hereunder shall be in the sole discretion of Company, and there shall be no implied covenant to begin or continue any such operations or activities.

G. Indemnity.

Except for damages sustained by Claimholder while on the Property pursuant to Section 5F., Company agrees to indemnify and hold Claimholder and its affiliates, and their respective, officers, directors, employees, agents, members, partners and agents harmless from and against any loss, liability, cost, expense or damage (including reasonable attorney's fees) that may be incurred for injury to or death of persons or damage to property, or otherwise, as a result of Company or its agents or contractors conducting any operations on or in connection with the Property.

It is specifically recorded that GNCC Capital, Inc. is excluded from any such indemnities.

H. Insurance.

Company agrees to carry such insurance, covering all persons working at or on the Property for Company, as will fully comply with the requirements of the statutes of the State of Arizona pertaining to worker's compensation and occupational disease and disabilities as are now in force or as may be hereafter amended or enacted. In addition, Company agrees to carry liability insurance with respect to its operations at the Property in reasonable amounts in accordance with accepted industry practices. Company agrees that Claimholder shall be named as an additional insured on all such policies, and agrees to forward to Claimholder certificates of such insurance policies not later than 10 days prior to the date that Company commences any such activities on the Property. Company shall have no right to commence any such activities until such certificates are delivered to Claimholder.

I. Compliance with Laws.

Company agrees to conduct and perform all of its operations at the Property during the term of this Agreement in compliance with all valid and applicable federal, state and local laws, rules and regulations, including without limitation laws, rules and regulations pertaining to environmental protection, human health and safety, social security, unemployment compensation, wages and hours and conditions of labor, and Company shall indemnify and hold Claimholder harmless from and against any loss, liability, cost, expense or damage (including reasonable attorney's fees) arising from or related to Company's failure to comply with said laws.

J. Taxes.

During the term of this Agreement, Company shall be responsible for payment of all taxes levied or assessed upon or against the Property, as well as any facilities or improvements located thereon.

K. Liens and Encumbrances.

Company shall keep title to the Property free and clear of all liens and encumbrances resulting from its operations hereunder; provided, however, that Company may refuse to pay any claim asserted against it which it disputes in good faith. At its sole cost and expense, Company shall contest any suit, demand or action commenced to enforce such a claim and, if the suit, demand or action is decided by a court or other authority of ultimate and final jurisdiction against Company or the Property, Company shall promptly pay the judgment and shall post any bond and take all other action necessary to prevent any sale or loss of the Property or any part thereof. Company shall permit Claimholder to post Notices of Non-Responsibility at the collars of any shafts and in other locations required under Arizona law in order to prevent certain liens from attaching to the Property, and Company shall take all actions reasonably necessary to keep such notices posted in these locations.

L. Reclamation and Remediation.

Company shall reclaim the Property, to the extent disturbed by Company during the term of this Agreement, in accordance with and as required by applicable federal, state and local laws, rules and regulations.

4. Right to Terminate.

A. Termination.

(1) By the Company.

Company may terminate this Agreement at any time at its sole option by giving Claimholder 30 (thirty) days' prior written notice, upon which all rights and obligations of the parties under this Agreement shall cease, except for any limitation of liability, indemnification, and confidentiality provisions set forth herein; provided, however, that:

- (i) if Company terminates this Agreement after April 1 of any year, Company agrees to pay governmental fees and make all governmental filings necessary to maintain the unpatented mining claims for the assessment year commencing on September 1 next following such notice of termination; and
- (ii) if Company terminates this Agreement on or before June 30, 2016, Company shall remain obligated to comply with Section 4A.

(2) By Claimholder.

In the event that:

- (i) Company shall fail to pay any of its monetary obligations under this Agreement when due and shall not pay same within 14 days following notice thereof by Claimholder; or
- (ii) Company shall fail to perform any of its nonmonetary obligations under this Agreement and shall not cure its failure within 30 (thirty) days following notice thereof by Claimholder (in each case an "uncured default"), Claimholder may terminate this Agreement upon three days written notice to Company. Termination pursuant to this Section 6.A.(2) shall not excuse Company from any of its obligations which accrued prior to the date of termination, and Claimholder shall retain all of its rights in law or in equity with respect thereto.

B. Return of Data.

As soon as practicable upon the termination of this Agreement, Company shall return to Claimholder copies of all title, environmental, metallurgical, geological, geophysical, milling and other data concerning the Property and furnished by Claimholder or previous owners of the Property or their agents or consultants to Company. At such time, Company shall also make available to Claimholder for examination and copying all survey maps, drill hole logs, sample locations and assays developed by Company with respect to the Property during the term of this Agreement and not previously made available to Claimholder and shall transfer custody to Claimholder of all drill cores.

C. Release.

Upon termination of this Agreement, Company will promptly execute and deliver to Claimholder appropriate documents of conveyance releasing and conveying its interest in the Property to Claimholder.

D. Surrender of Possession and Removal of Equipment.

Upon termination of this Agreement, Company shall surrender possession of the Property, subject to the condition that Company shall have the right at any time within 1 (one) year (or such longer period as Company can demonstrate is reasonably necessary) after such surrender or termination of this Agreement to:

- (i) complete any reclamation obligations required of Company under this Agreement or by governmental law or regulation; and
- (ii) remove all of its tools, equipment, machinery, supplies, fixtures, buildings, structures and other property erected or placed on such property by Company, excepting only timber, chutes and ladders in place for underground entry and support. Title to such property not removed within the time period set forth above shall, at the election of Claimholder, pass to Claimholder. Alternatively, at the end of the time period set forth above, Claimholder may remove any such property from the Property and dispose of same in a commercially reasonable manner, all at the expense of Company.

5. Transfer of Title to Property.

If Company so requests, Claimholder shall transfer title to the Property to Company upon fulfillment of all three of the following requirements:

- (a) the completion of a "positive" feasibility study for the Property;
- (b) the making of an affirmative production decision for the Property by Company's and any parent corporation's Boards of Directors; and
- (c) presentation to Claimholder of evidence satisfactory to Claimholder that Company has obtained the financing necessary to develop and operate the Property. Within 10 days after such notice, Claimholder shall deliver to Company a quitclaim deed in form satisfactory to Company transferring title to a 100% (One hundred percent) interest in the Property, and reserving to Claimholder the net smelter returns royalty ("NSR"), each as set forth in Section 8 below.

8. Claimholder NSR Royalty.

A. Net Smelter Returns Royalty.

In addition to Claimholder's NPI, Claimholder hereby reserves a 4% (Four percent) net smelter returns royalty ("NSR Royalty") for all commodities produced. For purposes of this Agreement, the "net smelter return" is defined as the amount of money which the smelter or refinery, as the case may be, pays the Company for the commodity based on the then current spot price of the commodity, with deductions for costs associated with further processing but without deductions for taxes, calculated on an FOB mine site basis.

B. Payable in Kind; Payable Quarterly.

Claimholder may elect to receive in kind its NPI or its NSR Royalty (as described below). Both royalties shall be payable quarterly.

9. "Project Area" / Area of Interest.

If either party or if any affiliate of a party, or any officer, director, employee, partner, member or agent thereof (other than the McIntyre / Bauman New Jersey Trust dated December 15, 2001), now has or hereafter acquires any property interest within one-half mile of the boundaries of the Claims (the "Project Area"), such party shall give prompt notice to the other party and such property interests shall, at the option of the other party, exercised within 45 days after notice of such acquisition by the acquiring party, become part of the Property and become subject to this Agreement (the "Additional Property"). If Company does not obtain title to the Property pursuant to Section 7, Claimholder shall have the right to retain any Additional Property acquired by Company at no cost to Claimholder.

10. Cross – Indemnity.

Each party (“Indemnifying Party”) agrees to defend, indemnify and hold harmless the other party, its successors, affiliates, assigns, officers, directors and employees, members, partners and agents (“Indemnitees”) from and against any and all claims, actions suits, losses, liabilities, damages, assessments, judgments, costs and expenses, including reasonable attorney’s fees, arising out of or pertaining to:

- (i) any breach by the indemnifying party of any representation, warranty or obligation under this Agreement; or
- (ii) any activities conducted by the Indemnifying Party or its agents on the Property.

It is recorded that GNCC Capital, Inc. is specifically excluded from any such indemnities.

11. Assignment.

Neither party may assign its rights and obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, provided, however, that Claimholder may assign its interest at any time to a third party without the consent of Company if such third party agrees to assume all of Claimholder’s obligations under this Agreement, and provided further that Company may assign its interest to an affiliated company or a successor without the consent of Claimholder, provided that the assignee agrees to assume all of Company’s obligations under this Agreement and has a tangible net worth no less than that of Company prior to the assignment.

12. Governing Law. Consent to Jurisdiction.

This Agreement shall be deemed to have been entered into in the City of Las Vegas and shall be governed by and construed in accordance with the laws of the State of Nevada. The parties consent to the non-exclusive jurisdiction of the Courts sitting in Clark County, Nevada, as well as the courts sitting in the Counties in which the projects are located (Mohave and Yavapai Counties, Arizona; and Esmeralda and Nye Counties, Nevada) for any action arising out of or pertaining to this Agreement.

13. Affiliated Companies.

Each party shall take such actions as may be necessary to cause its affiliates to comply with the obligations contemplated herein. "Affiliate" of a party means any person, partnership, joint venture, corporation, or other form of enterprise that directly or indirectly controls, is controlled by, or is under common control with, the party.

14. Notices.

All notices required or permitted to be given hereunder shall be in writing and shall be delivered to the parties by personal delivery, registered or certified mail, facsimile transmission, or express delivery service at the addresses set forth below, or to such other address as the parties may later designate by like notice to each other:

WHITE HILLS GOLD EXPLORATION, INC.

MOHAVE CONSOLIDATED EXPLORATION, INC.

WALKER LANE EXPLORATION, INC.

c/o GNCC Capital, Inc.

244 5th Avenue

Suite # 2525

NEW YORK

NY 10001

Attention: Mr. R Y Lowenthal

Claimholder:

SEARCHLIGHT EXPLORATION, LLC

ANACONDA EXPLORATION, LLC

MIDDLE VERDE DEVELOPMENT CO., LLC

McINTYRE & BAUMAN GROUP, LLC

6440 Sky Pointe Dr.

Suite: 140-412

Las Vegas,

NV 89131

Attention: Frederick C. Bauman

McINTYRE MINES, LLC

COPPER CLIFF GOLD, INC.

McCRACKEN GOLD, INC.

LA PAZ GOLD MINES, LLC

UNITED OATMAN GOLD MINES, LLC

TREASURE KING GOLD MINES, LLC

MOUNT CRUACHAN MINES, LLC

BIG JOHN GOLD MINES, LLC

3760 NW 183rd Ave.

Portland, OR 97229

Attention: Morgan L. Bauman

All notices required or permitted to be given hereunder shall be deemed to have been given on the date of actual receipt.

15. Rule Against Perpetuities.

Anything in this Agreement to the contrary notwithstanding, Company may not require transfer of title to the Property later than 21 years after the end of the life of the last to survive of Frederick C. Bauman, Barbara McIntyre Bauman or Morgan L Bauman.

16. Dollars.

All dollar (\$) amounts used in this Agreement or any Exhibit or Schedule hereto are U.S. \$ Dollars.

17. Other Business Opportunities.

This Agreement is, and the rights of the parties are, strictly limited to the matters set forth herein. Subject to the provisions of Section 9 relating to Additional Property in the Project Area, the parties shall have the free and unrestricted right to independently engage in and receive the full benefits of any and all business ventures of any sort whatever, whether or not competitive with the matters contemplated hereby, without consulting the other or inviting or allowing the other to participate therein.

18. Confidentiality.

Except as set forth in Section 20, the parties hereto agree to treat all data, reports, records and other information developed under this Agreement and applicable to the Property as confidential, and unless any party is required by any law, rule, regulation or order to disclose any of such information, it shall not be disclosed to any person other than consultants, contractors or potential investors or assignees, without the written agreement of both parties, which will not unreasonably be withheld.

19. Memorandum for Recording.

At the request of Company, the parties agree to execute for recording purposes a written Short Form of Project Acquisition Agreement, setting forth the basic terms and conditions of this Agreement as necessitated or permitted by Arizona law or Nevada law, as the case may be.

20. Public Announcements.

Disclosure of information relating to this Agreement or the Property may be made by either party if such information is required to be disclosed to any federal, state, provincial or local government or appropriate agencies and departments thereof or if such information is required by law, stock exchange rule or regulation to be publicly announced. Otherwise, public announcements or reports by either party of information relating to this Agreement or the Property shall be made only on the basis of agreed texts upon the prior written consent of the other party, which consent shall not unreasonably be withheld. Each of Claimholder and Company accordingly agrees that it will, not less than forty-eight hours in advance of making public any information referred to in the preceding sentence, give the other party written notice of the text of the proposed report and provide the non-disclosing party with the opportunity to object to the form and content thereof before the same is issued. The non-disclosing party shall respond within forty-eight hours of receipt of such notice, or its silence will constitute a waiver of objection to the terms of the proposed text.

21. Waiver; Amendment.

Any of the terms or conditions of this Agreement may be waived at any time by the party which is entitled to the benefit thereof, but such waiver must be in writing and signed by the party granting the waiver. No such waiver shall affect or impair the right of the waiving party to require observance, performance or satisfaction of any other term or condition thereof. Any of the terms or provisions of this Agreement may be amended or modified at any time, but only in a writing signed by each of the parties hereto.

22. Severability.

In the event that any one or more of the provisions contained in this Agreement or in any other instrument or agreement contemplated hereby shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any such other instrument or agreement.

23. Attorney's Fees.

In the event of any controversy, claim or dispute between the parties hereto, arising out of or pertaining to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs

24. Further Assurances.

At the request of either party, the parties shall execute and deliver any further instruments, agreements, documents or other papers reasonably requested by either party to effect the purposes of this Agreement and the transactions contemplated hereby

25. Counterparts.

This Agreement may be executed in multiple counterparts, and all such counterparts taken together shall be deemed to constitute one and the same instrument.

26. No Brokers or Finders.

Each party represents and warrants to the other party that all negotiations relative to this Agreement and the transactions contemplated hereby have been carried on by it in such manner as not to give rise to any valid claim against either party, or any third party, for a brokerage commission, finder's fee or other fee or commission arising by reason of the transactions contemplated by this Agreement.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the parties hereto enter into this Agreement as of the date first above written:

GNCC CAPITAL, INC

/s/

By: _____

**RONALD YADIN LOWENTHAL
EXECUTIVE CHAIRMAN**

MOHAVE CONSOLIDATED EXPLORATION, INC.

/s/

By: _____

**RONALD YADIN LOWENTHAL
DIRECTOR**

WALKER LANE EXPLORATION, INC.

/s/

By: _____

**RONALD YADIN LOWENTHAL
DIRECTOR**

WHITE HILLS GOLD EXPLORATION, INC.

/s/

By: _____

**RONALD YADIN LOWENTHAL
DIRECTOR**

SEARCHLIGHT EXPLORATION, INC.

/s/

By: _____

DULY AUTHORIZED

ANACONDA EXPLORATION, LLC

/s/

By: _____

DULY AUTHORIZED

MIDDLE VERDE DEVELOPMENT CO., LLC

/s/

By: _____

DULY AUTHORIZED

MCINTYRE & BAUMAN GROUP, LLC

/s/

By: _____

DULY AUTHORIZED

FREDERICK C. BAUMAN

/s/

By: _____

BARBARA M. BAUMAN

/s/

By: _____

LA PAZ GOLD MINES, LLC

/s/

By: _____

DULY AUTHORIZED

MCINTYRE MINES, LLC

/s/

By: _____

DULY AUTHORIZED

UNITED OATMAN GOLD MINES, LLC

/s/

By: _____

DULY AUTHORIZED

TREASURE KING MINES, LLC

/s/

By: _____

DULY AUTHORIZED

MOUNT CRUACHAN MINES, LLC

/s/

By: _____

DULY AUTHORIZED

BIG JOHN GOLD MINES, LLC

/s/

By: _____

DULY AUTHORIZED

MCCRACKEN GOLD, INC.

/s/

By: _____

DULY AUTHORIZED

COPPER CLIFF GOLD, INC.

/s/

By: _____

DULY AUTHORIZED