



GNCC CAPITAL, INC.

SHAREHOLDER STOCK TRANSFER, DISPOSAL AND ASSIGNMENT RESTRICTIVE AGREEMENT

LIBERTY INVESTMENT SERVICES LTD

EFFECTIVE: JULY 27, 2021

The Board of Directors of GNCC Capital, Inc. (“GNCC” or “the Company”), quoted on the OTC Markets under the Trading Symbol “GNCP” confirm that:

A total amount of 4,132,145,730 (Four billion one hundred and thirty two million one hundred and forty five thousand seven hundred and thirty) restricted shares of Common Stock issued to Liberty Investment Services Ltd are subject to a 2 (Two) year “SHAREHOLDER STOCK TRANSFER, DISPOSAL AND ASSIGNMENT RESTRICTIVE AGREEMENT”.

DATED: JULY 27, 2021

EXHIBIT:-

SHAREHOLDER STOCK TRANSFER, DISPOSAL AND ASSIGNMENT RESTRICTIVE AGREEMENT

GNCC CAPITAL, INC.

SHAREHOLDER STOCK TRANSFER, DISPOSAL AND ASSIGNMENT RESTRICTIVE AGREEMENT

The undersigned shareholder (“Shareholder”) of GNCC Capital, Inc., a Wyoming corporation (“Company”), for good and valuable consideration and intending to be legally bound hereby, enters into the following agreement for the benefit of the Company and all other shareholders of the Company who enter into substantially similar agreements during the term of this Agreement.

1. The Shareholder has acquired 4,132,145,730 (Four billion one hundred and thirty two million one hundred and forty five thousand seven hundred and thirty) restricted shares of Common Stock, \$0.00001 par value, of the Company (the “Restricted Shares”). Shareholder hereby agrees that, from the date of the issue of the shares of the Company’s Common Stock to themselves, for a period of 2 (Two) years thereafter (the “Restricted Period”), Shareholder will not sell, alienate, pledge, assign, transfer, convey or in any way encumber any of the Restricted Shares. Shareholder undertakes that the Restricted Shares will be held by the Transfer Agent “on book” for themselves and they may not request any of the Restricted Shares in certificate form.

It is recorded that the Shareholder acquired the Restricted Shares on July 27, 2021.

2. For the period following the end of the Restricted Period, Shareholder will not sell, alienate, pledge, assign, transfer, convey or in any way encumber any of its shares of the Restricted Shares. It is recorded that Shareholder may dispose of the Restricted Shares to Premier Development & Investment, Inc. (“Premier”) and/or any Premier wholly owned subsidiary corporations.
3. Paragraphs 1 and 2 shall apply to the Restricted Shares, even after such shares may have become free-trading pursuant to Rule 144, an effective SEC registration statement or some other cause. Shareholder understands that the certificates for the Restricted Shares shall bear a restrictive legend and that stop transfer instructions shall be issued to the Company’s Transfer Agent.
4. The Company and each other holder of restricted shares of the Company who executes and delivers a substantially similar agreement shall each be third party beneficiaries of this Agreement and shall have standing to enforce this Agreement.

5. This agreement cannot be varied in any manner unless agreed to in writing by the majority of the Board of Directors of the Company; and by each other holder of restricted shares of the Company who executes and delivers a substantially similar agreement.
6. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada (other than conflict-of-laws principles). Shareholder hereby consents to the jurisdiction of the State and Federal courts sitting in Clark County, Nevada, for all cases and controversies arising from this Agreement and acknowledges that said courts are not “inconvenient forums.”

IN WITNESS WHEREOF, Shareholder has executed and delivered this Agreement as of the day and year set forth below.

LIBERTY INVESTMENT SERVICES, LTD.

/Signature/

By _____

DULY AUTHORIZED

Date: July 27, 2021