SECURITIES EXCHANGE AGREEMENT

THIS SECURITIES EXCHANGE AGREEMENT (the "Agreement") is made and entered into this 1st day of October 2015, by and among **TRANS GLOBAL GROUP, INC.**, a publicly traded company ("TGGI") incorporated in Florida and **RED FOX BONDING, LLC,** a Florida limited liability company ("REDFOX") and the **PERSONS IDENTIFIED ON SCHEDULE A HERETO,** being the holders of all of the issued and outstanding shares in REDFOX, collectively, the ("Shareholders").

RECITALS:

A. The Shareholders collectively own all of the issued and outstanding shares in REDFOX (the "REDFOX Interest") in the proportions described on Schedule A.

B. TGGI desires to acquire the REDFOX Interest from the Shareholders in exchange for an aggregate of One Hundred Million (100,000,000) shares of restricted Common Stock of TGGI (the "TGGI Shares") to be issued to the Shareholders pro-rata to their ownership of REDFOX and Forty Thousand Dollars ($40,000) to paid as follows;

i. $5,000 paid on the Closing date (as defined in Section 6) to REDFOX.
ii. $5,000 paid within 5 days following the Closing date , to REDFOX attorney as retainer for the SDVOSB registration.
iii. Within 15 days of the Closing date, TGGI will pay $5,000 to REDFOX, along with a certificate of One Hundred Million (100,000,000) shares of restricted Common Stock.
iv. $5,000 paid upon delivery of the audit to REDFOX attorney as additional retainer for SDVOSB registration.
v. $10,000 to be paid to REDFOX on or before November 15, 2015.
vi. $10,000 to be paid to REDFOX on or before December 15, 2015.

C. The Shareholders desire to exchange their REDFOX Interest for the TGGI Shares upon the terms and conditions set forth herein (the "Exchange").

D. Upon consummation of the Exchange, REDFOX will become a subsidiary of TGGI retroactive as of August 26th, 2015.

E. TGGI agrees to cover the cost of the initial audit.

F. It is the intention of the parties hereto that: (i) TGGI shall acquire the REDFOX Interest solely for the consideration set forth below; (ii) the Exchange shall qualify as a transaction in securities exempt from registration or qualification under the Securities Act of 1933, as amended (the "Securities Act"), and under the applicable securities laws of each jurisdiction where any of the Shareholders reside; and (iii) the Exchange shall qualify as a "tax-

free" transaction within the meaning of Section 368 and/or other applicable provisions of the Internal Revenue Code of 1986, as amended.

G. If needed, TGGI shall provide a 2-year term loan in the amount of $30,000 to REDFOX. The Loan will be disbursed $10,000 per month beginning January 15, 2016. Loan terms and conditions to be outlined in a subsequent Note.

H. Up and to such time as TGGI's REDFOX Interest is less than 5%, REDFOX shall deliver to TGGI an Annual Budget to be approved by both companies to establish expenses; Budget changes to also be approved by both companies.

I. REDFOX and TGGI shall have equal voting rights for any expenditure in excess of Two Thousand Five Hundred Dollars ($2,500.00) above the Annual Budget in a 90 day period.

J. Up and to such time as TGGI's REDFOX Interest is less than 5%, REDFOX shall provide TGGI with monthly financial statements and all pertinent financials documents, included but not limited to bank statements, contracts, loans, etc.

K. Up and to such time as TGGI's REDFOX Interest is less than 5%, REDFOX shall distribute quarterly earnings to TGGI within 30 days following the close of each quarter.

L. REDFOX shall grant TGGI the right of first refusal to purchase any additional Interest in REDFOX should it become available for sale.

M. Up and to such time as TGGI's REDFOX Interest is less than 5%, REDFOX shall work with TGGI and its auditors and accountants to produce financial statements.

N. Up and to such time as TGGI's REDFOX Interest is less than 5%, TGGI shall encourage all of its future clients to work with REDFOX for their insurance and bonding needs.

O. Up and to such time as TGGI's REDFOX Interest is less than 5%, and after REDFOX generates Ten Million Dollars ($10,000,000) in annual bonds, TGGI shall make a seat on its Board of Directors available to a member of REDFOX.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties contained in this Agreement, the parties hereto agree as follows:

SECTION 1. EXCHANGE OF SHARES

1.1 Exchange of Shares. On the Closing Date (as hereinafter defined in Section 6) the Shareholders shall tender all of the REDFOX Interest on Schedule A to TGGI and TGGI shall issue the TGGI Shares to the Shareholders in exchange therefore.

1.2 Delivery of REDFOX Interest and TGGI Shares. On the Closing Date, the Shareholders will deliver to TGGI either (a) certificates representing the REDFOX Interest, duly endorsed for transfer (or with executed stock powers) satisfactory to TGGI so as to convey good and marketable title to the REDFOX Interest to TGGI, and, simultaneously therewith, TGGI will deliver certificates evidencing the TGGI Shares to the Shareholders, registered to the Shareholders in the denominations set forth on Schedule A.

SECTION 2. REPRESENTATIONS AND WARRANTIES OF THE SHAREHOLDERS

Each REDFOX Shareholder, severally and not jointly, represents and warrants to TGGI and TGGI as follows:

2.1 Information on REDFOX Shareholders. REDFOX Shareholders qualify as "accredited investor," as such term is defined in Regulation D promulgated under the Securities Act, is experienced in investments and business matters, has made investments of a speculative nature and, with its representatives, has such knowledge and experience in financial, tax and other business matters as to enable it to utilize the information made available by TGGI and TGGI to evaluate the merits and risks of and to make an informed investment decision with respect to this Agreement, which represents a speculative investment. REDFOX Shareholders are able to bear the risk of such investment for an indefinite period and to afford a complete loss thereof.

2.2 Investment Intent. REDFOX Shareholders understand that the TGGI Shares have not been registered under the Securities Act, and may not be sold, assigned, pledged, transferred or otherwise disposed of unless the TGGI Shares are registered under the Securities Act or an exemption from registration is available. REDFOX Shareholders represent and warrant that it is acquiring the TGGI Shares for its own account, for investment, and not with a view to the sale or distribution of the TGGI Shares except in compliance with the Securities Act. Each certificate representing the TGGI Shares will have the following or substantially similar legend thereon:

> "The shares represented by this certificate have not been registered under the Securities Act of 1933, as amended (the "Act") or any state securities laws. The shares have been acquired for investment and may not be sold or transferred in the absence of an effective Registration Statement for the shares under the Act unless, in the opinion of counsel satisfactory to the Company, registration is not required under the Act or any applicable state securities laws."

2.3 Ownership of REDFOX Interest. REDFOX Shareholders are the recorded and beneficial owners of the REDFOX Interest attributed to REDFOX Shareholders on Schedule A, all of which are owned free and clear of all rights, claims, liens and encumbrances, and have not been sold, pledged, assigned or otherwise transferred except pursuant to this Agreement. There are no outstanding subscriptions, rights, options, warrants or other agreements obligating REDFOX Shareholders to sell or transfer to any third person any or all of the REDFOX Interest owned by REDFOX Shareholders, or any interest therein. Upon consummation of the transactions contemplated hereby, TGGI will acquire good and marketable title to REDFOX Shareholder's REDFOX Interest, free and clear of all rights, claims, liens and encumbrances.

2.4 Authority, No Third Party Consents. REDFOX Shareholders have the full power and authority to enter into this Agreement and to carry out its obligations hereunder. This Agreement has been duly executed by REDFOX Shareholders and constitutes the valid and binding obligation of REDFOX Shareholders, enforceable against REDFOX Shareholders in accordance with its terms, except as may be limited by bankruptcy, moratorium, insolvency or other similar laws generally affecting the enforcement of creditors' rights. No consent of any third party is necessary in order for REDFOX Shareholders to execute, deliver and perform its obligations under this Agreement.

2.5 No Breach. The execution, delivery and performance of this Agreement by REDFOX Shareholders does not constitute (or with notice or lapse of time or both constitute) a breach or violation of, or a default under, the By-Laws of REDFOX and/or any agreement to which REDFOX Shareholders is a party.

2.6 Representations of REDFOX. The representation and warranties of REDFOX set forth in Section 4 of this Agreement are true and correct as of the date hereof and as of the Closing date.

SECTION 3. REPRESENTATIONS AND WARRANTIES OF TGGI

TGGI hereby represents and warrants to the Shareholders as follows:

3.1 Organization and Good Standing. TGGI is a corporation, duly organized, validly existing and in good standing under the laws of Florida, and is entitled to own or lease its properties and to carry on its business as and in the places where such properties are now owned, leased or operated and such business is now conducted. TGGI is qualified to do business as a foreign entity in each jurisdiction, if any, in which its property or business requires such qualification.

3.2 Authorization; Enforceability; No Breach. TGGI has all necessary corporate power and authority to execute this Agreement and perform their respective obligations hereunder. This Agreement constitutes the valid and binding obligation of TGGI and enforceable against TGGI in accordance with its terms, except as such enforcement may be limited by bankruptcy, moratorium, insolvency or other similar laws generally affecting the enforcement of creditors' rights. The execution, delivery and performance of this Agreement by TGGI and the consummation of the transactions contemplated hereby will not:

(a) violate any provision of the Charter or By-Laws of TGGI;

(b) violate, conflict with or result in the breach of any of the terms of, result in a material modification of, otherwise give any other contracting party the right to terminate, or constitute (or with notice or lapse of time or both constitute) a default under, any contract or other agreement to which TGGI is a party or by or to which it or any of its assets or properties may be bound or subject;

(c) violate any order, judgment, injunction, award or decree of any court, arbitrator or governmental or regulatory body against, or binding upon, TGGI, or upon the properties or business of TGGI; or

(d) violate any statute, law or regulation of any jurisdiction applicable to the transactions contemplated herein which could have a material adverse effect on the business or operations of TGGI.

3.3 Compliance with Laws. TGGI has complied with all federal, state, county and local laws, ordinances, regulations, inspections, orders, judgments, injunctions, awards or decrees applicable to it or its business which, if not complied with, would materially and adversely affect the business or financial condition of TGGI taken as a whole.

3.4 Litigation. There is no action, suit or proceeding pending or threatened, or any investigation, at law or in equity, before any arbitrator, court or other governmental authority, pending or threatened, nor any judgment, decree, injunction, award or order outstanding, against or in any manner involving TGGI or any properties or rights which (a) could reasonably be expected to have a material adverse effect on TGGI taken as a whole, or (b) could reasonably be expected to materially and adversely affect consummation of any of the transactions contemplated by this Agreement.

3.5 Brokers or Finders. No broker's or finder's fee will be payable by TGGI in connection with the transaction contemplated by this Agreement, nor will any such fee be incurred as a result of any actions by TGGI or the Shareholders.

3.6 Real Estate; None. TGGI does not own or lease any real property.

3.7 Assets. TGGI owns all rights, title and interest in and to its assets, free and clear of all liens, pledges, mortgages, security interests, conditional sales contracts or any other encumbrances TGGI's Assets are listed on Schedule B.

3.8 Liabilities. TGGI has not suffered or incurred any material direct or indirect indebtedness, liability, claim, loss, damage, deficiency, obligation or responsibility, including without limitation, liabilities on account of taxes, other governmental charges or legal proceedings ("Liabilities") TGGI's liabilities are listed on Schedule B.

3.9 Capitalization. The authorized capital stock of TGGI consists of (a) 15,000,000,000 shares of common stock par value $.001 of which 7,086,588,931 shares are presently issued and outstanding, and 6,906,589,231 shares in the float. TGGI has not granted, issued or agreed to grant, issue or make available any warrants, options, subscription rights or any other commitments of any character relating to the unissued shares of capital stock of.

3.10 The TGGI Shares. The TGGI Shares to be issued to the Shareholders have been, or on or prior to the Closing will have been, duly authorized by all necessary corporate and Shareholders action and, when so issued in accordance with the terms of this Agreement, will be

validly issued, fully paid and non-assessable and will not be issued in violation of the pre-emptive or similar rights of any person.

3.11 Taxes. All required tax returns or federal, state, county, municipal, local, foreign and other taxes and assessments have been properly prepared and filed by TGGI for all years for which such returns are due unless an extension for filing any such return has been properly prepared and filed. Any and all federal, state, county, municipal, local, foreign and other taxes, assessments, including any and all interest, penalties and additions imposed with respect to such amounts have been paid or provided for. TGGI has no outstanding tax liabilities and has not received notice of any tax inquiry or audit against it.

3.12 Full Disclosure. No representation or warranty by TGGI or TGGI in this Agreement or in any document or schedule to be delivered by them pursuant hereto, and no written statement, certificate or instrument furnished or to be furnished to the Shareholders pursuant hereto or in connection with the negotiation, execution or performance of this Agreement contains, or will contain, any untrue statement of a material fact or omits, or will omit, to state any fact necessary to make any statement herein or therein not materially misleading.

SECTION 4. REPRESENTATIONS AND WARRANTS OF REDFOX

REDFOX hereby represents and warrants to TGGI as follows:

4.1 Organization and Good Standing. REDFOX is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida, and is entitled to own or lease its properties and to carry on its business as and in the places where such properties are now owned, leased or operated and such business is now conducted. REDFOX is qualified to do business as a foreign entity in each jurisdiction, if any, in which its property or business requires such qualification REDFOX subsidiaries are listed on Schedule C.

4.2 Authorization; Enforceability; No Breach. REDFOX has all necessary power and authority to execute this Agreement and perform its obligations hereunder. This Agreement constitutes the valid and binding obligation of REDFOX enforceable against REDFOX in accordance with its terms, except as may be limited by bankruptcy, moratorium, insolvency or other similar laws generally affecting the enforcement of creditors' rights. The execution, delivery and performance of this Agreement by REDFOX and the consummation of the transactions contemplated hereby will not:

(a) violate any provision of the Charter or By-Laws of REDFOX;

(b) violate, conflict with or result in the breach of any of the terms of, result in a material modification of, otherwise give any other contracting party the right to terminate, or constitute (or with notice or lapse of time or both constitute) a default under, any contract or other agreement to which REDFOX is a party or by or to which it or any of its assets or properties may be bound or subject;

(c) violate any order, judgment, injunction, award or decree of any court, arbitrator or governmental or regulatory body against, or binding upon, REDFOX, or upon the properties or business of REDFOX; or

(d) violate any statute, law or regulation of any jurisdiction applicable to the transactions contemplated herein which could have a material adverse effect on the business or operations of REDFOX.

4.3 Compliance with Laws. REDFOX has complied with all federal, state, county and local laws, ordinances, regulations, inspections, orders, judgments, injunctions, awards or decrees applicable to it or its business which, if not complied with, could reasonably be expected to materially and adversely affect the business or financial condition of REDFOX.

4.4 Litigation. There is no action, suit or proceeding pending or threatened, or any investigation, at law or in equity, before any arbitrator, court or other governmental authority, pending or threatened, nor any judgment, decree, injunction, award or order outstanding, against or in any manner involving REDFOX or any of REDFOX's properties or rights which (a) could reasonably be expected to have a material adverse effect on REDFOX taken as a whole, or (b) could reasonably be expected to materially and adversely affect consummation of any of the transactions contemplated by this Agreement.

4.5 Brokers or Finders. No broker's or finder's fee will be payable by REDFOX in connection with the transaction contemplated by this Agreement, nor will any such fee be incurred as a result of any actions by REDFOX.

4.6 Assets. The assets of REDFOX are identified on Schedule C hereto. REDFOX owns all right, title and interest in and to its assets, free and clear of all liens, pledges, mortgages, security interests, conditional sales contracts or any other encumbrances.

4.7 Liabilities. The liabilities of REDFOX are identified on Schedule C hereto. REDFOX has not suffered or incurred any material direct or indirect indebtedness, liability, claim, loss, damage, deficiency, obligation or responsibility, including without limitation, liabilities on account of taxes, other governmental charges or legal proceedings ("Liabilities") other than previously discharged Liabilities.

4.8 Contracts. REDFOX is in material compliance with all agreements and understandings to which it is a party and is not in default of any material obligation contained in any agreement to which it is a party.

4.9 Capitalization. The REDFOX Interest owned by the Members are the only issued and outstanding securities of REDFOX. REDFOX has not granted, issued or agreed to grant, issue or make available any warrants, options, subscription rights or any other commitments of any character relating to the unissued securities of REDFOX. The membership interests of REDFOX are non-certificated interests. All of the issued and outstanding membership interests in REDFOX have been duly authorized and validly issued, fully paid and non-assessable, and were issued in compliance with applicable securities laws.

4.10 Taxes. All required tax returns or federal, state, county, municipal, local, foreign and other taxes and assessments have been properly prepared and filed by REDFOX for all years for which such returns are due unless an extension for filing any such return has been properly prepared and filed. Any and all federal, state, county, municipal, local, foreign and other taxes, assessments, including any and all interest, penalties and additions imposed with respect to such amounts have been paid or provided for. REDFOX has no outstanding tax liabilities and has not received notice of any tax inquiry or audit against it.

4.11 Full Disclosure. No representation or warranty by REDFOX in this Agreement or in any document or schedule to be delivered by them pursuant hereto, and no written statement, certificate or instrument furnished or to be furnished to TGGI pursuant hereto or in connection with the negotiation, execution or performance of this Agreement contains, or will contain, any untrue statement of a material fact or omits, or will omit, to state any fact necessary to make any statement herein or therein not materially misleading or necessary to a complete and correct presentation of all material aspects of the businesses of REDFOX.

SECTION 5. COVENANTS

5.1 Examinations and Investigations. Prior to the Closing Date, each of the parties shall be entitled, through their employees and representatives, to make such investigation and verification of the assets, properties, business and operations, books, records and financial condition of the other, including communications with suppliers, vendors and customers, as they each may reasonably require. No investigation by a party hereto shall, however, diminish or waiver in any way any of the representations, warranties, covenants or agreements of the other party under this Agreement.

5.2 Expenses. Each party hereto agrees to pay its own costs and expenses incurred in negotiating this Agreement and consummating the transactions described herein.

5.3 Further Assurances. The parties shall execute such documents and other papers and take such further action as may be reasonably required or desirable to carry out the provisions hereof and the transactions contemplated hereby. Each such party shall use its best efforts to fulfill or obtain in the fulfillment of the conditions to the Closing, including, without limitation, the execution and delivery of any documents or other papers, the execution and delivery of which are necessary or appropriate to the Closing.

5.4 Confidentiality. In the event the transactions contemplated by this Agreement are not consummated, each of the parties hereto agree to keep confidential any information disclosed to each other in connection therewith; provided, however, such obligation shall not apply to information which:

(a) at the time of disclosure was public knowledge;

(b) after the time of disclosure becomes public knowledge (except due to the action of the receiving party); or

(c) the receiving party had within its possession at the time of disclosure.

5.5 Stock Certificates and Consideration. At the Closing, the Shareholders shall assign their REDFOX Interest to TGGI and TGGI shall issue to the Shareholders, the TGGI Shares as provided herein.

5.6 Management of REDFOX. Except as otherwise contemplated hereby, from and after the Closing Date and continuing until otherwise determined in accordance with the requirements of applicable law, of REDFOX shall remain the same.

5.7 No Change to Capitalization. From the date hereof and continuing to the Closing Date, neither the TGGI Companies nor REDFOX shall issue any shares of capital stock or other securities, or any securities convertible into capital stock or other securities, or enter into any agreement to do so.

SECTION 6. THE CLOSING

The closing of transactions contemplated hereby (the "Closing") shall take place on or before October 15, 2015 following the satisfaction or waiver of all conditions precedent to Closing. At the Closing, the parties shall provide each other with such documents as may be necessary or appropriate and customary in transactions of this sort in order to consummate the transactions contemplated hereby, including evidence of due authorization of the Agreement and the transactions contemplated hereby. The date of which the Closing occurs is referred to herein as the "Closing Date").

SECTION 7. CONDITIONS PRECEDENT TO CLOSING

7.1 Conditions Precedent to the Obligation of TGGI to Issue the TGGI Shares. The obligation of TGGI to issue the TGGI Shares to the Shareholders and to otherwise consummate the transactions contemplated hereby is subject to the satisfaction, at or before the Closing, of each of the conditions set forth below. These conditions are for the sole benefit of TGGI and may be waived by the TGGI at any time in its sole discretion.

(a) *Accuracy of REDFOX's and the REDFOX Shareholders Representations and Warranties.* The representations and warranties of REDFOX and the Shareholders shall be true and correct in all material respects as of the date when made and as of the Closing Date, as though made at that time.

(b) *Performance by REDFOX and the Shareholders.* REDFOX and the Shareholders shall have performed all agreements and satisfied all conditions required to be performed or satisfied by them at or prior to the Closing.

(c) *No Injunction.* No statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered, promulgated or endorsed by any court or

governmental authority of competent jurisdiction which prohibits the consummation of any of the transactions contemplated by this Agreement.

(d) *No Material Adverse Changes.* There shall have been no event or circumstance relating to the business, operations, properties, prospects or financial condition of REDFOX that is material and adverse to REDFOX, taken as a whole, including without limitation, any material increase in the liabilities of REDFOX or any material decrease in the assets of REDFOX, in each case between the date hereof and the Closing Date.

(e) *Miscellaneous.* REDFOX and the Shareholders shall have delivered to TGGI and TGGI such other documents relating to the transactions contemplated by this Agreement as TGGI or TGGI may reasonably request.

7.2 Conditions Precedent to the Obligation of the Shareholders to Tender Their REDFOX Interest for Exchange. The obligation of the Shareholders to exchange their REDFOX Interest for the TGGI Shares and to otherwise consummate the transactions contemplated hereby is subject to the satisfaction, at or before the Closing, of each of the conditions set forth below. These conditions are for the REDFOX Shareholder's sole benefit and may be waived by the Shareholders at any time in their sole discretion.

(a) *Accuracy of TGGI's and TGGI's Representations and Warranties.* The representations and warranties of TGGI shall be true and correct in all material respects as of the date when made and as of the Closing Date, as though made at that time.

(b) *Performance by TGGI.* TGGI shall have performed all agreements and satisfied all conditions required to be performed or satisfied by them at or prior to the Closing.

(c) *No Injunction.* No statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered, promulgated or endorsed by any court or governmental authority of competent jurisdiction which prohibits the consummation of any of the transactions contemplated by this Agreement.

(d) *No Material Adverse Changes.* There shall have been no event or circumstance relating to the business, operations, properties, prospects or financial condition of the TGGI Companies that is material and adverse to the TGGI Companies, taken as a whole, including without limitation, any material increase in the liabilities of the TGGI Companies between the date hereof and the Closing Date.

(e) *Miscellaneous.* TGGI shall cause the TGGI Companies to deliver to the Shareholders such other documents relating to the transactions contemplated by this Agreement as the Shareholders may reasonably request.

(f) Intentionally Blank

SECTION 8. SURVIVAL OF REPRESENTATIONS AND WARRANTIES OF THE SHAREHOLDERS AND REDFOX

Notwithstanding any right of TGGI fully to investigate the affairs of REDFOX, TGGI shall have the right to rely fully upon the representations, warranties, covenants and agreements of REDFOX and the Shareholders contained in this Agreement or in any document delivered by REDFOX, the Shareholders or any of their representatives, in connection with the transactions contemplated by this Agreement. All such representations, warranties, covenants and agreements shall survive the execution and delivery hereof and the Closing Date hereunder for 12 months following the Closing.

SECTION 9. SURVIVAL OF REPRESENTATIONS AND WARRANTIES OF TGGI

Notwithstanding any right of the Shareholders fully to investigate the affairs of TGGI, the Shareholders have the right to rely fully upon the representations, warranties, covenants and agreements of TGGI contained in this Agreement or in any document delivered to the Shareholders by TGGI, TGGI or any of their representatives, in connection with the transactions contemplated by this Agreement. All such representations, warranties, covenants and agreements shall survive the execution and delivery hereof and the Closing Date hereunder for 12 months following the Closing.

SECTION 10. INDEMNIFICATION

10.1 Obligation of REDFOX and the Shareholders to Indemnify. Subject to the limitations on the survival of representations and warranties contained in Section 8, REDFOX and the Shareholders hereby agree to indemnify, defend and hold harmless the TGGI from and against any losses, liabilities, damages, deficiencies, costs or expenses (including interest, penalties and reasonable attorneys' fees and disbursements) (a "Loss") based upon, arising out of, or otherwise due to any inaccuracy in or any breach of any representation, warranty, covenant or agreement of REDFOX and/or the Shareholders contained in this Agreement or in any document or other writing delivered by them or on their behalf pursuant to this Agreement.

10.2 Obligation of TGGI to Indemnify. Subject to the limitations on the survival of representations and warranties contained in Section 9, TGGI agrees to indemnify, defend and hold harmless the Shareholders from and against any Loss based upon, arising out of, or otherwise due to any inaccuracy in or any breach of any representation, warranty, covenant or agreement made by TGGI contained in this Agreement or in any document or other writing delivered by them or on their behalf pursuant to this Agreement.

SECTION 11. MISCELLANEOUS

11.1 Waivers. The waiver of a breach of this Agreement or the failure of any party hereto to exercise any right under this agreement shall in no event constitute waiver as to any future breach whether similar or dissimilar in nature or as to the exercise of any further right under this Agreement.

11.2 Amendment. Prior to the Closing, this Agreement may be amended or modified only by a written instrument signed by each of the parties. Following the Closing, this Agreement may not be amended or modified only by a written instrument signed by each of the parties and the written consent of TGGI.

11.3 Binding Agreement; Assignment. This Agreement shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and permitted assigns. This Agreement is not assignable by any party except by operation of law.

11.4 Notices. Until otherwise specified in writing, the mailing addresses of both parties of this Agreement shall be as follows:

The Shareholders and

REDFOX: 510 Bluff Oak Court
Apopka, FL 32712

TGGI: 1217 Cape Coral Parkway East,
Suite 90
Cape Coral, FL 33904

Any notice or statement given under this Agreement shall be deemed to have been given if sent by certified mail, return receipt requested, overnight courier or personal delivery, to the other party(ies) at the addresses indicated above or at such other address or number as may be furnished in writing in accordance with this paragraph.

11.5 Governing Law; Venue. This Agreement shall be governed and construed in accordance with the laws of the United States and the State of Florida, without regard to the conflicts of law provisions thereof. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the County of Broward, State of Florida, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under this agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable in that jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement in any other jurisdiction. **EACH PARTY HERETO IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY.**

11.6 Publicity. No publicity release or announcement concerning this Agreement or the transactions contemplated hereby shall be issued by REDFOX hereto at any time from the signing hereof without advance approval in writing of the form and substance thereof by the TGGI.

11.7 Entire Agreement. This Agreement (including the Exhibits and Schedules hereto) and the collateral agreements executed in connection with the consummation of the transactions contemplated herein contain the entire agreement among the parties with respect to the subject matter hereof, and supersede all prior agreements, written or oral, with respect thereto.

11.8 Headings. The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

11.9 Severability of Provisions. The invalidity or unenforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision of this Agreement shall in no way affect the validity or enforcement of any other provision or any part thereof.

11.10 Counterparts; Facsimile. This Agreement may be executed in any number of counterparts, each of which, when so executed, shall constitute an original copy hereof, but all of which together shall consider but one and the same document. This Agreement may be executed and delivered by facsimile transmission and when so executed and delivered shall have the same effect as if the receiving party had received an original counterpart of this Agreement.

[Continued on next page]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

TRANS GLOBAL GROUP, INC.

By: _____
James Irving, President

RED FOX BONDING, LLC

By: _____
Jeff O'Connor, Managing Member

SHAREHOLDERS:

_____
Jeff O'Connor

_____
Carissa G. O'Connor

SCHEDULE A

SHAREHOLDERS OF REDFOX

Name and Address of REDFOX Shareholders	Percentage owned in REDFOX before the Exchange	Number of TGGI Shares to be Issued upon Exchange	Percentage owned in REDFOX after the Exchange
Jeff O'Connor 510 Bluff Oak Court Apopka, FL 32712	70	70,000,000	51
Carissa O'Connor 510 Bluff Oak Court Apopka, FL 32712	30	30,000,000	19
Trans Global Group, Inc. 1217 Cape Coral Parkway East Suite 90 Cape Coral, FL 33904			30
TOTAL	**100**	**100,000,000**	**100**

SCHEDULE B

Second Quarter Financials of TGGI

Trans Global Group Inc.
Balance Sheet
As of June 30, 2015

	Jun 30, 15	Jun 30, 14
ASSETS		
Current Assets		
Checking/Savings	0.00	-99.37
Total Current Assets	0.00	-99.37
Fixed Assets	13,050.07	3,050.07
Other Assets		
Organization Costs	57,847.00	57,847.00
Total Other Assets	57,847.00	57,847.00
TOTAL ASSETS	**70,897.07**	**60,797.70**
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities	43,403.83	37,342.02
Long Term Liabilities		
Accrued Interest		
12% Note	0.00	36,726.96
18% Notes	0.00	46,013.65
Total Accrued Interest	0.00	82,740.61
Loan payable Chris Clarkes	0.00	10,629.87
Notes Payable	73,030.00	438,073.00
Total Long Term Liabilities	73,030.00	531,443.48
Total Liabilities	116,433.83	568,785.50
Equity		
Additional Paid in Capital	12,013,544.70	12,013,544.70
Common Stock	736,658.26	726,658.26
Opening Balance Equity	-13,413,128.90	-13,413,128.90
Preferred Stock	2,520.30	2,520.30
Retained Earnings	615,684.90	43,551.83
Net Income	-816.02	118,866.01
Total Equity	-45,536.76	-507,987.80
TOTAL LIABILITIES & EQUITY	**70,897.07**	**60,797.70**

Trans Global Group Inc.
Profit & Loss
April through June 2015

	Apr - Jun 15	Apr - Jun 14
Ordinary Income/Expense		
Expense		
Bank Service Charges	28.00	106.50
Flordia State Fees	0.00	160.00
Misc Expense	0.00	217.99
Signature Stock Transfer	390.00	0.00
Total Expense	418.00	484.49
Net Ordinary Income	-418.00	-484.49
Other Income/Expense		
Other Income		
Debt Adjustment	0.00	97,720.00
Sale of Assets	0.00	25,000.00
Total Other Income	0.00	122,720.00
Other Expense		
bank account adjustment	-19.98	0.00
Total Other Expense	-19.98	0.00
Net Other Income	19.98	122,720.00
Net Income	**-398.02**	**122,235.51**

Trans Global Group Inc.
Statement of Cash Flows
January through June 2015

	Jan - Jun 15
OPERATING ACTIVITIES	
Net Income	-816.02
Adjustments to reconcile Net Income to net cash provided by operations:	
Account Payable	780.00
Net cash provided by Operating Activities	-36.02
FINANCING ACTIVITIES	
Loan payable Chris Clarkes	-1,470.00
Notes Payable:Loan from Red Fox	1,500.00
Net cash provided by Financing Activities	30.00
Net cash increase for period	-6.02
Cash at beginning of period	6.02
Cash at end of period	**0.00**

SCHEDULE C

Second Quarter Financials of REDFOX

Red Fox Bonding, LLC
Balance Sheet
As of June 30, 2015

	Jun 30, 15	Jun 30, 14
ASSETS		
Current Assets		
Checking/Savings		
PNC Operating	525.36	81.37
Total Checking/Savings	525.36	81.37
Total Current Assets	525.36	81.37
Fixed Assets		
Furniture and Equipment	200.00	0.00
Total Fixed Assets	200.00	0.00
TOTAL ASSETS	**725.36**	**81.37**
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Other Current Liabilities		
Loan Alexander Buckles	2,899.55	0.00
Loan Sharon O'Conner	5,000.00	0.00
Loan TGGI	-1,500.00	0.00
Total Other Current Liabilities	6,399.55	0.00
Total Current Liabilities	6,399.55	0.00
Total Liabilities	6,399.55	0.00
Equity		
Loans from Shareholders	39,180.97	6,708.33
Retained Earnings	-31,837.98	0.00
Net Income	-13,017.18	-6,626.96
Total Equity	-5,674.19	81.37
TOTAL LIABILITIES & EQUITY	**725.36**	**81.37**

Red Fox Bonding, LLC
Profit & Loss
April through June 2015

	Apr - Jun 15	Apr - Jun 14
Ordinary Income/Expense		
Income		
Sales	-61,248.00	3,812.70
Total Income	-61,248.00	3,812.70
Expense		
Advertising and Promotion	0.00	30.00
Bank Service Charges	565.00	0.00
Commissions & Fees	0.00	2,500.00
Computer and Internet Expenses	0.00	50.20
Employment Staffing	0.00	2,031.37
Independent Contractor	4,211.62	5,416.66
Insurance Carriers Payable	1,625.00	0.00
Licenses	0.00	50.00
Meals and Entertainment	0.00	55.07
Professional Fees	150.00	0.00
Rent Expense	2,221.13	0.00
Telephone Expense	62.46	42.10
Travel Expense	0.00	264.26
Total Expense	8,835.21	10,439.66
Net Ordinary Income	-70,083.21	-6,626.96
Net Income	**-70,083.21**	**-6,626.96**

Red Fox Bonding, LLC
Statement of Cash Flows
April through June 2015

	Apr - Jun 15
OPERATING ACTIVITIES	
Net Income	-70,083.21
Net cash provided by Operating Activities	-70,083.21
FINANCING ACTIVITIES	
Loans from Shareholders	11,752.04
Net cash provided by Financing Activities	11,752.04
Net cash increase for period	-58,331.17
Cash at beginning of period	58,856.53
Cash at end of period	**525.36**