

QUARERLY REPORT JUNE 30, 2015

September 18, 2015

Trans Global Group, Inc.
Stock Symbol: TGGI

7401 Wiles Road Suite 318 Coral Springs, Florida 33067

Phone: (954) 509-3749

Fax: (954) 341-3307

Corporate Website: TransGlobalGroupInc.com

Federal Tax Id No: 88-0298190

CUSIP No: 89324A109

ISSUER'S EQUITY SECURITIES

Common Stock

15,600,000,000 Shares Authorized
7,086,588,931 Shares Issued and Outstanding
6,906,589,231 Shares in the Float

Preferred Stock

5,000,000 Shares Authorized
2,520,300 Shares Outstanding
No Public Market

The securities described in this document are not registered with, and the information contained in this statement has not been filed with, or approved by, the U.S. Securities and Exchange Commission.

This Quarterly Report contains all the representations by the Company, and no person shall make different or broader statements than those contained herein. Investors are cautioned not to rely upon any information not expressly set forth in this document.

Forward-Looking Statements

Forward-looking statements in this document are made pursuant to the "safe harbor" provisions of the private Securities Litigation Reform Act of 1995. All statements, other than statements of historical facts included in this document, are forward-looking statements. Investors are cautioned that such forward-looking statements involve risks and uncertainties, including without limitation, continued acceptance of the Company's products and services, increased levels of competition for the Company, new products and technological changes, the Company's dependence on third-party vendors, and other risks detailed in the Company's prospectus and periodic reports filed with the Securities and Exchange Commission.

ITEM I THE EXACT NAME OF THE ISSUER AND ITS PREDECESSOR (IF ANY).

October, 2007 to Present	Trans Global Group, Inc.
October, 2007	Teletek, Inc.

ITEM II THE ADDRESS OF THE ISSUER'S PRINCIPAL EXECUTIVE OFFICES.

Company Headquarters

7401 Wiles Road Suite 318 Coral Springs, Florida 33067
Phone: (954) 509-3749
Fax: (954) 341-3307
Corporate Website: <http://transglobalgroupinc.com/>
Investor Relations: Chris Clarke
Address: 7401 Wiles Road Suite 318 Coral Springs, Florida 33067
Telephone: 954-509-3749
Email: investor@transglobalgroupinc.com

ITEM III THE EXACT TITLE AND CLASS OF SECURITIES OUTSTANDING.

Common Stock
Par value: \$0.0001
CUSIP No.: 89324A109
Trading Symbol: TGGI
Preferred Series AA
CUSIP: None
Trading Symbol: None

The number of shares or total amount of the securities outstanding for each class of securities at the end of the each of the last two quarters;

Period ending: June 30, 2015

Common Stock: 15,600,000,000 Shares Authorized
Common Stock: 7,086,588,931 Shares Outstanding
Common Stock: 141 Shareholders of Record
Freely tradable shares (public float): 6,906,589,231
Preferred Stock: 5,000,000 Shares Authorized
Preferred Stock: 2,520,300 Shares Outstanding
No Public Market
Number of Preferred Shareholders of Record: 2

Period ending: March 31, 2015

Common Stock: 15,600,000,000 Shares Authorized
Common Stock: 7,086,588,931 Shares Outstanding
Common Stock: 141 Shareholders of Record
Freely tradable shares (public float): 6,806,589,231
Preferred Stock: 5,000,000 Shares Authorized
Preferred Stock: 2,520,300 Shares Outstanding
No Public Market
Number of Preferred Shareholders of Record: 2

The name and address of the transfer agent

Signature Stock Transfer, Inc.
2632 Coachlight Ct.
Plano, TX 75093
Tel 972-612-4120

Signature Stock Transfer, Inc. is appropriately registered with the Securities and Exchange Commission under the Securities and Exchange Act of 1934.

ITEM IV ISSUANCE HISTORY

Trans Global Group, Inc. (the Company) was incorporated in Colorado in 1979 and later changed its domicile to Nevada in March of 1993. Until 1996, the Company was involved in the telecommunications business. At that time the Company ceased operations but kept the Company active by filing the minimum necessary legal documents in order to keep the Company viable. In 2007, the Company changed management and entered a start-up phase. The Company acquired Ecosafe Insulation of Florida, LLC in October of 2009. Ecosafe had entered into an agreement to acquire Ecosafe Foam from American Green Group, Inc. TGGI decided not to complete that acquisition and acquired two other entities All Weather Insulation, Inc and Kazore Holdings, Inc.

On November 3, 2010, the Company acquired majority control of Rollings.Com, Inc. a shell corporation with 45 shareholders.

On February 3, 2011, the Company entered into a rescission agreement with Kazore Holdings, Inc., effective as of December 31, 2010. Randy Schneider resigned as a Board member on the same day.

On March 31, 2011 the Company entered into a rescission agreement with All Weather Insulation, Inc., and rescinded the transaction that took place last year.

On April 1, 2011 the Company purchased the assets and liabilities of FederaLED, LLC for a note in the amount of \$50,000 and now operates these net assets as a division of the Company. FederaLED is in the business of providing cost-effective Light Emitting Diode lighting technology, with a primary focus on the government markets. FederaLED is one of a handful of approved vendor of LED lighting solutions for Miami-Dade County, and continues to seek business opportunities with governmental entities through-out the US and international markets.

On January 10, 2012 the Company acquired VersaGreen Energy Corporation in a share exchange. The Company acquired 100% of the VersaGreen Energy stock from Christopher Clarke in exchange for 2,500,000 shares of TGGI Series AA Preferred stock. At the time of closing the Company's sole Officer and Director Gene Caiazzo resigned and Chris Clarke assumed the role of CEO/President and Director. The Company entered into a Stock Purchase Agreement with Mr. Caiazzo to purchase 2,500,000 shares of Convertible Preferred stock he owned in the Company for \$200,000, which the Company issued Mr. Caiazzo a Convertible Note.

In October, 2013 the Company reinstated its subsidiary company Rollings.Com, Inc. at which time it changed the name to Green Energy Savings Corp.

In March of 2014 the Company reinstated the Corporation in Nevada and changed the domicile to the State of Florida while also increasing the Authorized shares to 15,600,000,000.

The share increase is needed to help the Company close on pending transactions for both the parent Company and its subsidiary.

In April, 2014 the Company hired the Law Firm of Adam S. Tracy, J.D. M.B.A. Attorney at Law to remove the DTC Chill from the TGGI stock.

ITEM V FINANCIAL STATEMENTS

Continued on the following page

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

	<u>Apr - Jun 15</u>	<u>Apr - Jun 14</u>
Ordinary Income/Expense		
Expense		
Bank Service Charges	28.00	106.50
Florida State Fees	0.00	160.00
Misc Expense	0.00	217.99
Signature Stock Transfer	390.00	0.00
Total Expense	<u>418.00</u>	<u>484.49</u>
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	<u>0.00</u>	<u>122,720.00</u>
Other Expense		
bank account adjustment	-19.98	0.00
Total Other Expense	<u>-19.98</u>	<u>0.00</u>
Net Other Income	<u>19.98</u>	<u>122,720.00</u>
Net Income	<u><u>-398.02</u></u>	<u><u>122,235.51</u></u>

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

	<u>Jan - Jun 15</u>
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	<u><u>0.00</u></u>

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

	<u>Apr - Jun 15</u>	<u>Apr - Jun 14</u>
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	<u>-70,083.21</u>	<u>-6,626.96</u>

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

	<u>Apr - Jun 15</u>
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	<u><u>525.36</u></u>

TRANS GLOBAL GROUP, INC. AND SUBSIDIARIES

Notes to the Consolidated Financial Statements

June 30, 2015

NOTE 1 BASIS OF FINANCIAL STATEMENT PRESENTATION

The condensed financial statements presented are those of Trans Global Group, Inc., and Subsidiaries (the "Company"). The accompanying unaudited condensed financial statements have been prepared by the Company pursuant to the rules and regulations of the Securities and Exchange Commission. Certain information and footnote disclosures normally included in financial statements prepared in accordance with accounting principles generally accepted in the United States of America have been condensed or omitted in accordance with such rules and regulations. The information furnished in the interim condensed financial statements, includes normal recurring adjustments and reflects all adjustments, which, in the opinion of management, are necessary for a fair presentation of such financial statements. Although management believes the disclosures and information presented are adequate to make the information not misleading, it is suggested that these interim condensed financial statements be read in conjunction with the Company's most recent audited financial statements.

NOTE 2 NOTES PAYABLE

The notes outstanding as of June 30 are:	
	<u>2015</u>
Baron Capital Enterprise, Inc.	9,030
*Gene Caiazzo Series AA Purchase January 2012	56,000
*Howard Gostfrand	6,500
Red Fox	1,500
Total Notes Payable	73,030
Accrued interest on:	
Total accrued Interest	

*These Notes are convertible into common stock of the Company at a predetermined value at the time of conversion, all the remaining Notes are deemed Demand Notes and not convertible.

The Holders of all the outstanding Notes have agreed to waive all interest accruals for one year until 12/31/14, at which time they will address any outstanding Notes with the Company.

NOTE 3 RELATED PARTY TRANSACTIONS

In June Christopher Clarke, the Sole Officer and Director converted 1,200 shares of Preferred stock into 12,000,000 shares of Common stock.

NOTE 4 COMMON STOCK AND EQUITY INSTRUMENTS

In March, 2014 the Company elected to increase the Authorized shares from 3.6 Billion to 15.6 Billion to allow room for future acquisitions and expansion.

TRANS GLOBAL GROUP, INC. AND SUBSIDIARIES

Notes to the Consolidated Financial Statements

June 30, 2015

NOTE 4 COMMON STOCK AND EQUITY INSTRUMENTS (continued)

In the Second Quarter the Company issued 3,447,136,600 shares of its Common stock in exchange a total debt reduction of \$419,455.26. Two hundred eighty million shares have not been issued as of this report, but are reflected on the balance sheet as issued since the Notice of Conversions was submitted prior to the end of June. Once all the shares have been issued the total number of Shares Outstanding shall be 7,266,588,931 and the Float shall be 7,186,589,231.

On July 11 2014, the Company issued Howard Gostfrand a convertible note due for \$6,500 for monies invested in TGGI.

In July, 2014, the Company issued 100 million shares for the Red Fox Bonding, LLC acquisition of 40%.

NOTE 5 SIGNIFICANT EVENTS

In June, 2014 the Company acquired 40% of International Green Building Group ("IGBG") in a shares exchange with its subsidiary Green Energy Savings, Corp. The name of Green Energy Savings Corp has been changed to International Green Building Group, Inc.

In June, 2014 the Company sold off unused assets for a \$25,000 reduction in accrued interest of 18%.

In July, 2014 the Issuer entered into a transaction to acquire 40% of Red Fox Bonding, LLC for 100 million shares of its Common stock and \$50,000, the Issuer was unable to pay the \$50,000 dollars and renegotiated the transaction to acquire 30% of Red Fox Bonding, LLC. The revised transaction required the Issuer to pay \$15,000 or deliver enough business to Red Fox Bonding so they could withhold commissions checks payable to the Issuer equal to \$15,000, as of this report the \$15,000 has not been paid nor any commissions earned.

In December, 2014 the Issuer announced a deal with Arrow Electronics, the Issuer was notified within days of a Press Release being issued that the Line of Credit extended was closed, no orders were ever placed with Arrow.

In December, 2014 the Issuer announced a pending deal to sell a unique Grow light for Marijuana industry, the deal was never closed and no relationship was ever established.

In December, 2014 the Issuer and IGBG entered into a Rescission Agreement terminating the transaction.

In December, 2014 the Issuer entered in a series of transactions with its debt holders to eliminate debt and accrued interest on the financials of the Issuer. The debt holders agreed to cancel the debt and accrued interest for an anti-dilution provision for one year and the issuance of shares owed to them from June of 2014. As of the date of this report the shares were never delivered to the debt holders causing the Issuer to default on its agreements, due to an outstanding bill owed to the transfer agent that has not been paid.

NOTE 6 SUBSEQUENT EVENTS

On August 26, 2015 the Issuer and its sole officer and director Christopher Clarke entered into an Exchange Agreement whereby the Issuer assigned its full interest in Red Fox Bonding, LLC to Mr. Clarke in exchange for 2,495,300 shares of Series AA Convertible Preferred stock. Mr. Clarke holds approximately 47 million shares of Common stock, which are restricted and maybe sold under Rule 144 for the next 90 days. Mr. Clarke, prior to resigning as the sole officer and director, appointed James Irving as the new sole officer and director and issued Mr. Irving 1,200,000 shares of the Issuers Series AA Convertible Preferred stock. Red Fox Bonding,

LLC has since rescinded its agreement with Mr. Clarke. Mr. Clarke is no longer affiliated or a shareholder of Red Fox Bonding, LLC is no longer associated with TGGI in any capacity.

On August 26, 2015 the Issuer's new President, James Irving entered into a transaction with Red Fox Bonding, LLC to acquire 30% of the company in exchange for all the financial information required to audit the financials of Red Fox Bonding, LLC since inception and to cover all audit related expenses and other agreed upon terms.

On or about August 30, 2015 the Issuer was notified by the one of the debt holders that the Company was in default as per the terms of the Agreement entered into by the former President to eliminate the debt as of December 31, 2014. The debt holder demanded the debt of all the debt holders be restored as of December 31, 2014 or it would take legal action against the Company. The debt will be restored and reflected within the 3rd quarter financials, all anti-dilution provisions shall be canceled, and only a portion of the debt shall retain its conversion privileges. The debt holders have agreed to lend additional funds to the Company as traditional loans without conversion rights at 4% interest.

In September, 2015 the Issuer contacted the IRS to obtain a new Tax ID number so it is not subject to anything the previous management team may have done. The Company's office shall be located in Cape Coral, FL.

FINANCIAL STATEMENTS

These financial statements have not been audited but have prepared in accordance with generally accepted accounting principles. Trans Global Group, Inc. has no reason to believe that the financial statements cannot be audited in accordance with generally accepted accounting principles.

ITEM VI DESCRIBE THE ISSUER'S BUSINESS, PRODUCTS AND SERVICES

- A. The Issuer was organized under the laws of the State of Colorado in 1979 and later changed its domicile to Nevada on March 17, 1993.
- B. The issuer's primary and secondary SIC Codes; Primary SIC Code: 3433.
- C. The issuer's fiscal year end date; The Issuer's fiscal year end date is December 31.
- D. Business of Issuer:

Trans Global Group, Inc. is a Green company in the General Construction, Renewable and Solar Energy sector. The Company and its subsidiary strive to use science and technology to reduce homeowner's and business' energy consumption, lower their carbon footprint, increase the efficiency of their energy products and reduce energy costs. TGGI is committed to improving the environment through the products offered through its subsidiary. We provide an economically and environmentally friendly viable Energy alternative through our green energy saving solutions. TGGI is dedicated to improving the energy footprints we leave behind as we go about our day to day lives. By providing products, services and advice we strive to make the world a greener place while passing cost savings on to our customers. In Quarter 3 of 2012, TGGI's subsidiary VersaGreen Energy Corporation rolled out its Solar Energy Savings Program to the Florida residential market with increased success month after month. In November, 2013 the Company entered into a Letter of Intent to purchase a Solar Installer in South Florida, but opted out of the transaction. Since opting out of the transaction in December of 2013 the Company has been working with two General Contractors on formalizing a deal which would give the Company the licenses it needs to become an installer and also become a source of solar products for both home and commercial construction. The Company has been speaking with several companies in different business sectors for its subsidiary as well as the parent Company and plans on closing on one or more transactions during the second quarter of 2014. Since closing the transaction with IGBG, the Company has been negotiating with 3 other entities for acquisitions and expects to finish the acquisitions in Q3 2014. The Company is also bidding on commercial construction. The Company acquired 30% interest in Red Fox Bonding, LLC in September, 2014.

ITEM VII DESCRIBE THE ISSUER'S FACILITIES

The Company maintains a virtual office in Coral Springs, FL in an Executive Office Building. The Company's subsidiary Red Fox Bonding is located in Altamonte Springs, FL.

ITEM VIII OFFICERS, DIRECTORS, AND CONTROL PERSONS

A. Names of Officers, Directors, and Control Persons.

James Irving: President, CEO and Director, Control Person
1217 Cape Coral Parkway East, Suite 90
Cape Coral, FL 33904

B. Legal/Disciplinary History. Please identify whether any of the foregoing persons have, in the last five years, been the subject of:

1. A conviction in a criminal proceeding or named as a defendant in a pending criminal proceeding (excluding traffic violations and other minor offenses); None
2. The entry of an order, judgment, or decree, not subsequently reversed, suspended or vacated, by a court of competent jurisdiction that permanently or temporarily enjoined, barred, suspended or otherwise limited such person's involvement in any type of business, securities, commodities, or banking activities; None
3. A finding or judgment by a court of competent jurisdiction (in a civil action), the Securities and Exchange Commission, the Commodity Futures Trading Commission, or a state securities regulator of a violation of federal or state securities or commodities law, which finding or judgment has not been reversed, suspended, or vacated; or None
4. The entry of an order by a self-regulatory organization that permanently or temporarily barred, suspended or otherwise limited such person's involvement in any type of business or securities activities. None

C. Beneficial Shareholders.

James Irving – 1,200,000 shares of Convertible Preferred stock equaling 63 percent voting control.
1217 Cape Coral Parkway East, Suite 90, Cape Coral, FL 33904

ITEM IX THIRD PARTY PROVIDERS

Legal Counsel

George J. Tate, PLLC
Attorney at Law
130 Main Street
P.O. Box 817
Abbeville, LA 70511
337-893-8335
georgetate@bellsouth.net

Malone Bailey, LLP
9801 Westheimer Rd., Suite 1100
Houston, TX 77042
Office: 713-343-4221
Fax: 713-343-3421
<http://www.malonebailey.com/>

Investor Relations Consultant

None

Consultant

None

Other Advisor: Any other advisor(s) that assisted, advised, prepared or provided information with respect to this disclosure statement. None

ITEM X SUPPORTING DOCUMENTS

The Company has posted the following additional documents:

- A. Letter of Understanding between the Company and Red Fox
- B. Board of Directors Meeting August 26, 2015
- C. Assignment and Assumption Agreement and Document List
- D. Securities and Exchange Agreement

ITEM XI ISSUER CERTIFICATION

On Following Page

I, James Irving certify that:

1. I have reviewed this QUARERLY REPORT JUNE 30, 2015 of TRANS GLOBAL GROUP, Inc.
2. Based on my knowledge, this disclosure statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this disclosure statement; and
3. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this disclosure statement, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this disclosure statement.

September 18, 2015

/s/James Irving

James Irving
Trans Global Group, Inc.
CEO/COB

TRANS GLOBAL GROUP, INC.

Letter of Understanding

August 26, 2015

Red Fox Bonding, LLC
1428 E. Semoran Blvd, Suite 108
Apopka, FL 32706

Mr. and Mrs. O'Connor:

The purpose of this Letter of Understanding ("LOU") is to set forth certain understandings and certain binding agreements between Red Fox Bonding, LLC. ("RedFox"), a Limited Liability Company incorporated under the laws of the State of Florida, and Trans Global Group, Inc. ("TGGI") a Publicly traded company incorporated under the laws of the State of Florida, with respect to the transactions described below.

Proposed Terms

- On the terms, and subject to the conditions, of one or more definitive agreements to be entered into between RedFox and TGGI (the "Transaction Documents"), this Letter sets forth the general framework under which, at the closing of the transactions contemplated by the Transaction Documents (the "Closing");
- RedFox will sell TGGI a 30% Interest in RedFox and transfer an additional 5% Interest to Nathan Hall in accordance with the terms and conditions of the Transaction Documents;
- RedFox shall give TGGI first right of refusal to purchase any additional Interest in RedFox should any be offered for sale. RedFox shall further give TGGI first right on any future financing opportunities that RedFox may need;
- RedFox shall deliver to TGGI an Annual budget to be approved by both companies to establish expenses and changes thereto, which are to be approved by both companies;
- RedFox and TGGI shall have equal voting rights on any expenditures beyond those established in the Annual budget if they exceed \$2,500 within a 90 day period;
- RedFox shall give TGGI monthly reports and financial statements;
- RedFox shall issue TGGI a quarterly check in for 30% of the net income before tax;
- RedFox shall work with TGGI and its Auditors and Accountants to audit RedFox;
- TGGI will acquire a 30 percent Interest in RedFox per the following conditions:
 - TGGI shall have a call with RedFox's attorney to discuss the submissions of paperwork needed to obtain Service-Disabled Veteran-Owned Small Business ("SDVOSB") status for RedFox.

- TGGI shall pay the attorney a retainer of \$10,000 per the results of the above referenced SDVOSB conversation.
- TGGI shall cover all expenses in auditing RedFox and shall deliver an audit on or about 75 days from the receipt of of requested audit related documents from RedFox.
- TGGI shall pay RedFox \$10,000 a month for 3 months (the first payment shall be due at closing and the remaining payments due on the same day for the following 2 months). these payments shall satisfy the financial obligation of TGGI regarding the purchase of the 30% interest.
- TGGI shall issue RedFox 100 million shares of Restricted shares of its Common stock within 14 days of closing.
- TGGI shall agree to loan \$10,000 a month for 3 additional months after the \$30,000 has been paid, the loan shall bear an interest rate of 3% and shall be payable based on an agreed upon amount of the operating income, payments shall not exceed 10% of the operating income.
- TGGI shall encourage all of its future clients to work with RedFox for all of their insurance and bonding needs.
- TGGI shall make a Seat on its Board available to a member of RedFox after ten million dollars of bonds are generated.
- TGGI and RedFox shall be equally diluted should any additional operating capital be needed to fulfill the needs of RedFox or any acquisitions that may come available.

2. **OTHER PROVISIONS.** The Transaction Documents will contain customary representations, warranties, covenants, and other agreements, of each of the parties and the Closing will be subject to usual conditions, including:

A. Receipt of all necessary consents or approvals of third parties, including receipt of all necessary corporate approvals by September 12, 2015 and a Closing on September 15, 2015;

B. Delivery of legal opinions, closing certificates, and other customary certificates and other documentation;

C. The absence of material changes or events (exclusive of a competing offer) that would make proceeding with execution and approval of the transactions contemplated by the Transaction Documents illegal, invalid, or contrary to the fiduciary duties of the board of directors of either RedFox or TGGI or both; and

D. The completion of due diligence to the satisfaction of each party.

3. **COSTS.** RedFox and TGGI shall each be solely responsible for and shall bear all of their respective expenses, including, without limitation, legal, accounting, and other advice, incurred in connection with the Transaction Documents and the transactions contemplated thereby. In the event that that the Transaction Documents are not executed or, once executed, a Closing of the

transactions contemplated by the Transaction Documents does not take place other than be reason of TGGI refusing to proceed, then RedFox shall be obligated to reimburse TGGI for its transaction costs, including legal fees and expenses, up to a maximum of Fifteen Thousand Dollars (\$15,000.00).

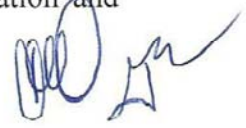
4. **PUBLIC DISCLOSURE.** Neither RedFox nor TGGI shall make any public disclosure of the execution of this Letter of Understanding or the transactions contemplated hereby or by the Transaction Documents except for in the financial disclosures of TGGI as filed on OTCMarkets.com, without the prior written consent of the other party, or, in the opinion of counsel to a party, as required by law. To the extent that public disclosure of the transactions contemplated by this Letter of Understanding is not made as aforesaid, neither party shall disclose the existence of this Letter of Understanding or the transactions contemplated hereby to any third party except following the execution of an appropriate confidentiality agreement protecting the confidential nature of such information.

5. **CONFIDENTIALITY.** Each of the parties hereby agrees that (except as may be required by law) it will not disclose or use and it will cause its officers, directors, employees, representatives, agents, and advisors not to disclose or use, any Confidential Information (as hereinafter defined) of the other party at any time or in any manner and will not use such information other than in connection with its evaluation of the transactions contemplated by this Letter of Understanding. For the purpose of this paragraph, "Confidential Information" means any information provided by or on behalf of a party to this Letter of Understanding to the other party or any of its representatives and identified as confidential by the party providing such information, or information which would logically be considered proprietary or confidential by the disclosing party under the circumstances under which the information is disclosed. Notwithstanding the foregoing, (i) Confidential Information may be disclosed by a party to its officers, directors, employees, representatives, agents, and advisors who need to know such information for the purpose of evaluating the transactions contemplated by this Letter of Understanding, and provided they agree to be bound by the terms of this confidentiality clause, (ii) Confidential Information may be disclosed by the receiving party to the extent the disclosing party consents in writing to such disclosure, and (iii) Confidential Information may be disclosed if required by subpoena provided that prior to disclosure pursuant to said subpoena, the party responding to the subpoena provides the other party notice of its intent to disclose such information reasonably in advance of disclosure to permit the other party to obtain a protective order. If the transactions contemplated by this Letter of Understanding are not consummated, each party shall return Confidential Information to the disclosing party. The provisions of this paragraph shall survive the termination of this LOU.

6. **CHOICE OF LAW.** This Agreement shall be governed by and construed under the laws of the State of Florida.

7. **EXPENSES.** The prevailing party in any dispute arising out of this LOU shall be entitled to reasonable attorneys' fees and costs.

8. **BINDING PROVISIONS.** This Letter of Understanding sets forth our mutual understandings of the transactions to be described in the Transaction Documents; however, the obligation of the parties to consummate any such transactions is subject to the negotiation and



execution of the Transaction Documents, and this Letter of Understanding shall create no obligation on the parties to consummate the transactions to be described in the Transaction Documents. Notwithstanding the foregoing, the parties agree that the provisions of paragraphs three through eight, inclusive, of this Letter of Understanding shall be binding upon the parties and their respective successors and assigns.

Upon execution of both of the parties, this Letter of Understanding shall constitute a binding obligation between us to the extent set forth herein.

By:

TRANS GLOBAL GROUP, INC.

By: 

Name: James Irving

Title: President/CEO

Date: August 26, 2015

AGREED TO AND ACCEPTED:

RED FOX BONDING, LLC.

By: 

Name: Jeff O'Connor

Title: Managing Member

Date: August 26, 2015

By: 

Name: Carissa G. O'Connor

Title: Managing Member

Date: August 26, 2015

**UNANIMOUS WRITTEN CONSENT
IN LIEU OF MEETING
OF THE BOARD OF DIRECTORS
OF
TRANS GLOBAL GROUP, INC.**

THE UNDERSIGNED, being all of the members of the Board of Directors of Trans Global Group, Inc. (the "Corporation") a corporation organized and existing under and by virtue of the Business Corporation Act of the State of Florida (the "Corporation"), bearing document number P14000028714, do hereby certify that the following resolutions were duly adopted by the Board of Directors of the Corporation and the holder of a majority of the outstanding capital stock of the Corporation as required by Section 607.0821 and 607.0704 of the Florida Business Corporation Act:

RESOLVED, that the Corporation is hereby authorized, directed and empowered to execute and perform its obligations under that certain Securities and Exchange Agreement substantially in the form attached to this Consent with such modification as the President of the Corporation reasonably deems appropriate (the "Exchange Agreement")

RESOLVED, that the Corporation is hereby authorized, directed and empowered to issue 1,200,000 shares of its Series AA Convertible Preferred Stock to James Irving; and to provide its transfer agent with irrevocable instructions to issue the Shares immediately.

RESOLVED, that effective at the Closing of the transaction contemplated by the Exchange Agreement and other events for the Closing:

- The resignations of Christopher Clarke as an officer and director of the Corporation is accepted;
- James Irving shall serve as the sole member of the Board of Directors until his successor is duly elected and qualified;
- The President, Secretary and Treasurer of the Corporation shall be James Irving until his successor is duly elected and qualified.

RESOLVED, that the proper officers and the Corporation be, and each of them hereby is in accordance with the foregoing resolutions, authorized, empowered and directed, in the name and on behalf of the Corporation, to prepare, execute and deliver, or cause to be prepared, executed and delivered, any and all agreements, amendments, certificates, reports, applications, notices, instruments, schedules, statements, consents, letters or other documents and information and to do or cause to be done any and all such other acts and things as, in the opinion of any such officer, may be necessary, appropriate or desirable in order to enable the Corporation fully and promptly to carry out the purpose and intent of the foregoing resolutions, to make any filings pursuant to federal, state and foreign laws, and to take all other actions that he deems necessary, appropriate or advisable in order to comply with the applicable laws and regulations of any

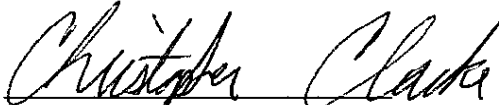
jurisdiction (domestic or foreign), or otherwise to effectuate and carry out the purpose of the foregoing resolutions and to permit the transaction contemplated thereby to be lawfully consummated, and any such action taken or any agreements, amendments, certificates, reports, applications, notices, instruments, schedules, statements, consents, letters or other documents and information executed and delivered by them or any of them in connection with any such action shall be conclusive evidence of their or his authority to take, execute and deliver the same.

RESOLVED, that each of the proper officers of the Corporation is authorized and directed in the name and on behalf of the Corporation, to take or cause to be taken any and all such further actions and to prepare, execute and deliver or cause to be prepared, executed and delivered all such further agreement, documents, certificates and undertakings, and to incur all such fees and expenses, as in his judgment shall be necessary, appropriate or advisable to carry out and effectuate the purpose and intent of any and all of the foregoing resolutions.

RESOLVED, that all actions previously taken by an officer, director, representative or agent of the Corporation, in the name or on behalf of the Corporation or any of its affiliates in connection with the transaction contemplated by the foregoing resolutions be, and each of the same hereby is, adopted ratified, confirmed and approved in all respects as the act and the deed of the Corporation.

IN WITNESS WHEREOF, I have executed this Written Consent in Lieu of Meeting on this 26th day of August 2015.


Christopher Clarke, Director


Christopher Clarke,
Controlling shareholder

ASSIGNMENT AND ASSUMPTION AGREEMENT

AGREEMENT made and entered into as of the 26 day of August 2015, by and between **TRANS GLOBAL GROUP, INC.**, a publicly traded Florida corporation, having an office at 7401 Wiles Road, Suite 318, Coral Springs, FL 33067 ("ASSIGNOR") and **CHRISTOPHER CLARKE** an individual residing at 7401 Wiles Road, Suite 318, Coral Springs, FL 33067 ("ASSIGNEE").

WITNESSETH:

WHEREAS, ASSIGNOR and ASSIGNEE are parties to a certain Securities Exchange Agreement dated as of August 26, 2015 (the "Securities Exchange Agreement"); and

WHEREAS, pursuant to the Securities Exchange Agreement, ASSIGNOR desires to sell, assign and transfer to ASSIGNEE, all of ASSIGNOR's right, title and interest in and to Red Fox Bonding, LLC, upon the terms and conditions set forth herein and in the Securities Exchange Agreement; and

WHEREAS, ASSIGNEE desires to accept ASSIGNOR's assignment of all of ASSIGNOR's right, title and interest in and to Red Fox Bonding, LLC, and to assume ASSIGNOR's obligations under Red Fox Bonding, LLC, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration for the promises and covenants herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the parties hereto, intending to be legally bound, agree as follows:

1. Assignment of Rights under Applicable Contracts. ASSIGNOR hereby sells, assigns and conveys to ASSIGNEE, all of ASSIGNOR's right, title and interest in and to Red Fox Bonding, LLC.

2. Assumption of Obligations under Applicable Contracts. ASSIGNEE hereby assumes all of ASSIGNOR's obligations of Red Fox Bonding, LLC and, from and after the Effective Date (as hereinafter defined), agrees to perform all of ASSIGNOR's obligations under the Applicable Contracts.

3. Further Assurances. ASSIGNOR hereby agrees to execute and deliver to ASSIGNEE such other and further documents and instruments as may be necessary in order to convey to ASSIGNEE all of ASSIGNOR's right, title and interest in and to Red Fox Bonding, LLC. ASSIGNEE hereby agrees to execute and deliver to ASSIGNOR such other and further documents and instruments as may be necessary in order to evidence ASSIGNEE's assumption of ASSIGNOR's obligations under the Applicable Contracts. Each of the parties shall execute such other and further documents and instruments as may reasonably be deemed necessary to effectuate the intent of the provisions of this Agreement.

4. Effective Date. This Assignment and Assumption Agreement shall become effective once signed and delivered by the parties.

5. Representations and Warranties of ASSIGNOR. ASSIGNOR hereby represents and warrants to ASSIGNEE that (a) ASSIGNOR is a corporation validly existing and in good standing under the laws of the State of Florida, (b) ASSIGNOR has approved this Agreement and the transactions contemplated hereby to the extent required by applicable law, (c) no consent of any person is required in order for ASSIGNOR to consummate the transactions contemplated by this Agreement, other than those contemplated by this Agreement, (d) this Agreement contains the valid and binding obligations of ASSIGNOR and is enforceable in accordance with the terms and conditions hereof.

6. Representations and Warranties of ASSIGNEE. ASSIGNEE hereby represents and warrants to ASSIGNOR that (a) ASSIGNEE is an individual residing in the State of Florida, (b) ASSIGNEE has approved this Agreement and the transactions contemplated hereby to the extent required by applicable law, (c) no consent of any person is required in order for ASSIGNEE to consummate the transactions contemplated by this Agreement, and (d) this Agreement contains the valid and binding obligations of ASSIGNEE and is enforceable against ASSIGNEE in accordance with the terms and conditions hereof.

7. Indemnification. The Company hereby indemnifies and holds ASSIGNEE and its officers, directors, employees and agents harmless from and against any and all damages, losses, liabilities, obligations, costs or expenses incurred by any of them and arising out of (a) the breach of any representation or warranty of ASSIGNOR hereunder, and/or (b) any obligation of the Company arising under any of the Applicable Contracts on or prior to the date hereof. ASSIGNEE hereby indemnifies and holds ASSIGNOR and its officers, directors, employees and agents harmless from and against any and all damages, losses, liabilities, obligations, costs or expenses incurred by any of them and arising out of (c) the breach of any representation or warranty of ASSIGNEE hereunder, and/or (d) any obligation of ASSIGNEE arising under any of the Applicable Contracts subsequent to the date hereof.

8. Incorporation by Reference of Certain Provisions of the Securities Exchange Agreement. The provisions of Sections 5.1 (Expenses), 11.4 (Notices), 11.5 (Jurisdiction and Governing Law), and 11.10 (Counterparts; Facsimile) of the Asset Purchase Agreement shall apply to this Agreement and hereby incorporated by reference.

9. Conflicts. In the event of any conflict between the terms of this Assignment and Assumption Agreement and the Securities Exchange Agreement, the terms of the Securities Exchange Agreement shall govern and control.

10. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have executed this Agreement as of the date and year first above written.

TRANS GLOBAL GROUP, INC. (ASSIGNOR)

By: James Irving
James Irving

CHRISTOPHER CLARKE. (ASSIGNEE)

By: Christopher Clarke
Christopher Clarke

CHRISTOPHER CLARKE
7401 Wiles Road, Suite 318
Coral Springs, FL 33067
954-369-6012

Trans Global Group, Inc.
7401 Wiles Road
Suite 318
Coral Springs, FL 33067

Re: Financials/Open items

Christopher Clarke through Red Fox Boding, LLC will deliver to the Trans Global Group, Inc., the financial statements of Red Fox Bonding, LLC for the following quarters, which:

December 31, 2014 – Balance Sheet, P&L, Cash Flow

March 31, 2015 – Balance Sheet, P&L, Cash Flow

June 30, 2015 – Balance Sheet, P&L, Cash Flow

And all transactions up through August 26, 2015.

The above information shall be delivered via email both Clarke and Red Fox will use their best efforts to deliver the information as soon as possible.

Regarding Trans Global Group, Inc., the Companies bank account has been closed since December of 2014 and the Company does not have any other bank accounts or brokerage account.

I will transfer ownership of the domain name "transglobalgroupinc.com" to the company once supplied with the new ownership information.

The items listed above once completed shall release me from any further obligation to Trans Global Group, Inc., now and forever.

Regards,


Christopher Clarke

SECURITIES EXCHANGE AGREEMENT

THIS SECURITIES EXCHANGE AGREEMENT (the "Agreement") is made and entered into this 26 day of August 2015, by and among **Trans Global Group, Inc.**, ("TGGI") a publicly traded company incorporated in Florida, and Christopher Clarke an individual residing in the State of Florida ("Clarke").

RECITALS:

A. Clarke owns 2,495,300 of the issued and outstanding Preferred shares in TGGI (the "TGGI Shares").

B. TGGI desires to acquire the TGGI Shares from Clarke in exchange for an assignment of 100% of TGGI's ownership in Red Fox Bonding LLC.

C. Clarke desires to exchange his TGGI Shares for 100% ownership (the "Interest" TGGI has in Red Fox Bonding, LLC), for the terms and conditions set forth herein (the "Exchange").

D. It is the intention of the parties hereto that: (i) TGGI shall acquire the TGGI Shares 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 Clarke 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.

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

1.1 Exchange. On the Closing Date (as hereinafter defined) Clarke shall tender all of the TGGI Shares to TGGI and TGGI shall assign 100% ownership in Red Fox Bonding, LLC to Clarke in exchange therefore.

1.2 Delivery of TGGI Shares and Red Fox Bonding, LLC Assignment. On the Closing Date, the Clarke will deliver to TGGI either (a) certificates representing the TGGI Shares, duly endorsed for transfer (or with executed stock powers) satisfactory to TGGI so as to convey good and marketable title of the TGGI Shares to TGGI, and, simultaneously therewith, TGGI will deliver an Assignment of Interest in Red Fox Bonding, LLC to Clarke.

SECTION 2. REPRESENTATIONS AND WARRANTIES OF CLARKE

Clarke, severally and not jointly, represents and warrants to TGGI as follows:

cc

2.1 Information on Clarke. Clarke qualifies 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 to evaluate the merits and risks of and to make an informed investment decision with respect to this Agreement, which represents a speculative investment. Clarke is able to bear the risk of such investment for an indefinite period and to afford a complete loss thereof.

2.2 Investment Intent. Clarke understands that the Interest in Red Fox Bonding, LLC has not been registered under the Securities Act, and may not be sold, assigned, pledged, transferred or otherwise disposed of unless the Interest is registered under the Securities Act or an exemption from registration is available. Clarke represents and warrants that it is acquiring the Assignment for its own account, for investment, and not with a view to the sale or distribution of the Interest except in compliance with the Securities Act.

2.3 Ownership of TGGI Shares. Clarke is the sole record and beneficial owner of the TGGI Shares attributed to Clarke, 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 Clarke to sell or transfer to any third person any or all of the TGGI Shares owned by Clarke, or any interest therein. Upon consummation of the transactions contemplated hereby, TGGI will acquire good and marketable title to the TGGI Shares, free and clear of all rights, claims, liens and encumbrances.

2.4 Authority, No Third Party Consents. Clarke has the full power and authority to enter into this Agreement and to carry out its obligations hereunder. This Agreement has been duly executed by Clarke and constitutes the valid and binding obligation of Clarke, enforceable against Clarke 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 Clarke to execute, deliver and perform its obligations under this Agreement.

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

SECTION 3. REPRESENTATIONS AND WARRANTIES OF TGGI

TGGI hereby represents and warrants to the Clarke 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

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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 its 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 Clarke.

3.6 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

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written statement, certificate or instrument furnished or to be furnished to Clarke 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 5. COVENANTS

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

5.2 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.

5.3 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.

5.4 Stock Certificates and Consideration. At the Closing, Clarke shall assign the TGGI Shares to TGGI and TGGI shall assign to Clarke, the Interest owned in Red Fox Bonding, LLC as provided herein.

SECTION 6. THE CLOSING

The closing of transactions contemplated hereby (the "Closing"), shall take at a time and place mutually agreed upon by TGGI and Clarke following 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

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7.1 Conditions Precedent to the Obligation of TGGI to Assign the Interest. The obligation of TGGI to Assign the Interest to Clarke 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 Clarke and Clarke Representations and Warranties.* The representations and warranties of Clarke 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 Clarke.* Clarke shall have performed all agreements and satisfied all conditions required to be performed or satisfied by him 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) *Miscellaneous.* Clarke shall have delivered to TGGI such other documents relating to the transactions contemplated by this Agreement as TGGI may reasonably request.

7.2 Conditions Precedent to the Obligation of Clarke to Tender his TGGI Shares for Exchange. The obligation of Clarke to exchange the TGGI Shares for the Interest assignment 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 Clarke's sole benefit and may be waived by the Clarke 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) *Miscellaneous.* TGGI shall cause to deliver to Clarke such other documents relating to the transactions contemplated by this Agreement as Clarke may reasonably request.

SECTION 8. SURVIVAL OF REPRESENTATIONS AND WARRANTIES OF CLARKE

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Notwithstanding any right of TGGI fully to investigate the affairs of Clarke, TGGI shall have the right to rely fully upon the representations, warranties, covenants and agreements of Clarke contained in this Agreement or in any document delivered by Clarke or any of his 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 Clarke fully to investigate the affairs of TGGI, Clarke has the right to rely fully upon the representations, warranties, covenants and agreements of TGGI contained in this Agreement or in any document delivered to Clarke by 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 TGGI and the Clarke to Indemnify. Subject to the limitations on the survival of representations and warranties contained in Section 8, TGGI and Clarke 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 TGGI and/or the Clarke 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 Clarke 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.

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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 Clarke: 7401 Wiles road
Suite 318
Coral Springs, FL 33067

TGGI: 7401 Wiles road
Suite 318
Coral Springs, FL 33067

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 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 either party hereto at any time from the signing hereof without advance approval in writing of the form and substance thereof by the other party.

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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.

[Signatures on following page]

cc

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

CHRISTOPHER CLARKE.

By: *Christopher Clarke*
Christopher Clarke

TRANS GLOBAL GROUP, INC.

By: *James Irving*
James Irving
President

cc