

**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:

WHEREAS, the Corporation's sole officer and director James Irving has elected Matthew Dwyer to serve as the new sole officer and director of the Company until his resignation or the next shareholders meeting.; and

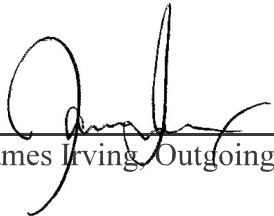
RESOLVED, that the Corporation has accepted the resignation of James Irving from all positions with the Company. The Corporation has agreed to forfeit any and all commissions due the Company for any transaction Mr. Irving has been working on. and;


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. And;

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. and;

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 5th day of October 2016.


James Irving, Outgoing Director


Matthew P. Dwyer, Newly Elected
Sole Officer and Director

James Irving
6900 Daniels Parkway
Suite 29-195
Fort Myers, FL 33912

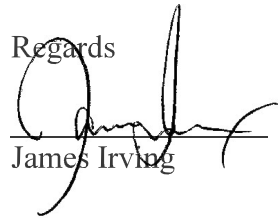
October 5, 2016

Trans Global Group, Inc.
6900 Daniels Parkway
Suite 29-195
Fort Myers, FL 33912

Re; Resignation

Please accept my resignation effective immediately as the Sole member of the Board of Directors and Sole Officer of the Company. Unfortunately other opportunities have presented themselves which would not afford me the time to serve on the Board.

Regards



James Irving

ASSIGNMENT

IN CONSIDERATION FOR the sum of Forty Eight Thousand Dollars (**\$48,000**) and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned **James Irving** ("Assignor") hereby sells, assigns, transfers and conveys to **Baron Capital Enterprise, Inc.**, a Florida corporation ("Assignee"), all of the right, title and interest of the undersigned Assignor in and to One million Two Hundred Thousand (**1,200,000**) shares of the Convertible Preferred Stock (the "Assigned Shares") of **Trans Global Group, Inc.**, a Florida corporation (the "Company"), free and clear of all liens, claims, charges, encumbrances and/or security interests ("Liens"). The Assignor never received a certificate the Company will updates its records with a book entry.

TO HAVE AND TO HOLD THE ASSIGNED SHARES FROM AND AFTER THE DATE HEREOF.

In order to induce Assignee to accept this Assignment, the undersigned Assignor hereby represents and warrants to Assignee as follows:

(a) Assignor is the sole record and beneficial owner of the Assigned Shares, free and clear of all Liens, and none of the Assigned Shares have been sold, pledged, assigned or otherwise transferred except pursuant to this Assignment. There are no outstanding subscriptions, rights, options, warrants or other agreements obligating or contemplating Assignor to sell or transfer to any third person any or all of the Assigned Shares, or any interest therein. Upon consummation of the transactions contemplated hereby, Assignor will acquire good and marketable title to the Assigned Shares, free and clear of all Liens; and

(b) Neither the execution and delivery of this Assignment, nor consummation of the transactions contemplated hereby, violate or conflict with or constitute a default under any contract, agreement or commitment of any kind to which Assignor is a party or by which Assignor or any of its property is bound, or to Assignor's knowledge, any existing applicable law, rule, regulation, judgment, order or decree of any government, governmental instrumentality or court, domestic or foreign, having jurisdiction over Assignor or any of its property.

Assignor hereby agrees to execute such other and further documents and instruments, and take such further actions as may be reasonably required or desirable to convey ownership of the Assigned Shares to Assignee.

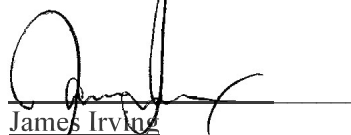
From and after the date hereof, Assignor shall defend, reimburse, indemnify and hold harmless Assignee and its shareholders, directors, officers, employees and agents, (each such person being referred to as an "Assignee Indemnified Party") against and in respect of: (a) any and all actions, suits, claims, or legal, administrative, arbitration, governmental or other proceedings or investigations against any

Assignee Indemnified Party, including but not limited to claims made by any regulatory agency (each a "Proceeding"), to the extent that any such Proceeding pertains to or arises out of this Assignment or the Assigned Shares; (b) any and all damages, losses, deficiencies, liabilities, costs and expenses incurred or suffered by any Assignee Indemnified Party that result from, relate to or arise out of any breach of any representation or warranty or nonfulfillment of any agreement or covenant on the part of Assignee under this Assignment; and (c) any and all actions, suits, claims, proceedings, investigations, demands, assessments, audits, fines, judgments, costs and other expenses (including, without limitation, reasonable legal fees and expenses) incident to any of the foregoing.

By their delivery and acceptance of this Assignment, Assignor and Assignee, respectively, agree that (a) this Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective heirs, legal representatives, successors and assigns, (b) this Assignment may be modified or amended only by written agreement of Assignor and Assignee, (c) this Assignment shall be governed by and construed exclusively in accordance with the internal laws of the State of Florida without regard to the conflicts of laws principles thereof and (d) any suit or proceeding arising directly and/or indirectly pursuant to, arising out of or under this Assignment, shall be brought solely and exclusively in a federal or state court located in Broward County, Florida; and each of them hereby accept the exclusive jurisdiction of those courts and waive any right to assert that those courts are an improper venue.

IN WITNESS WHEREOF, Assignor has hereunto executed and delivered this Assignment as of the 5th day of October 2016.

ASSIGNOR:

A handwritten signature in black ink, appearing to read 'James Irving', is written over a horizontal line.

James Irving
6900 Daniels Parkway
Suite 29-195
Fort Myers, FL 33912

PROMISSORY NOTE

US\$48,000.00

October 5, 2016
Coconut Creek, Florida

FOR VALUE RECEIVED, Baron Capital Enterprise, Inc., a Florida corporation with offices at 6810 N State Rd 7, Coconut Creek, FL 33073, (the "Maker"), agrees and promises to pay to the order of James Irving currently located at 6900 Daniels Parkway, Suite 29-195, Fort Myers, FL 33912 (the "Holder") on or before January 5, 2017 (the "Maturity Date") at the Holder's address, or such other place as designated in writing by the Holder of this Promissory Note, the principal sum of Forty Eight Thousand Dollars (US\$48,000.00) (the "Loan"), with interest ("Interest") at a rate of 4% per annum, payable in lawful money of the United States which shall be legal tender in payment of all debts under this Promissory Note at the time of payment.

The entire Loan and Interest, or any unpaid balance thereof, shall be due and payable on the Maturity Date. In the event that the Maturity Date falls due on a day that is Saturday, Sunday or holiday when national banks in the United States must or may be closed for business, the payment shall be due on the immediately following business day.

While any default exists in making payment under this Promissory Note, the Maker hereby promises to pay on the first day of each month interest on the principal balance of this Promissory Note then outstanding at the rate representing four percent (4%) per annum.

It is the intent of parties hereto that in no event shall the amount of Interest due or payment in the nature of interest payable hereunder exceed the maximum rate of interest allowed by applicable law, as amended from time to time, and in the event any such payment is paid by the Maker or received by Holder, then such excess sum shall be credited as a prepayment of principal, unless the Maker shall notify the Holder, in writing, that the Maker elects to have such excess sum returned forthwith.

This Promissory Note shall not be modified except by an instrument in writing signed by the party against whom enforcements of such modification is sought.

This Promissory Note shall be governed and construed in accordance with the laws of the State of Florida, without regard to conflict of laws or principles thereof. Any suit or proceeding relating to this Promissory Note shall be brought or instituted only in a court of competent jurisdiction in Broward County, Florida.

The Maker consents and agrees to any and all extensions of time, renewals, waivers or modifications that may be granted by the Holder with respect to this Promissory Note.

No waiver by the Holder of any default hereunder shall be deemed to constitute a waiver of any subsequent default. No exercise of any right or remedy hereunder shall preclude the exercise of any other right or remedy.

The Maker agrees to pay or reimburse the Holder and any other holder hereof of all costs and expenses of preparing, seeking advice in regard to, enforcing, and preserving its rights under this Promissory Note or any document or instrument executed in the connection herewith (including

MD

reasonable attorneys' fees and costs and reasonable time charges of attorneys who may be employees of the Holder, whether in or out of court, in original or appellate proceedings or in bankruptcy.)

The Maker and all others who may become liable for the payment hereof severally: (a) waive presentment for payment, demand, notice of demand, notice of non-payment or dishonor, protest and notice of protest of this Promissory Note, and all other notices in connection with the delivery, acceptance, performance, default, or enforcement of the payment of this Promissory Note, (b) consent to all extensions of time, renewals, postponements of time of payment of this Promissory Note or other modifications hereof from time to time prior to or after the Maturity Date hereof, whether by acceleration or in due course, without notice, consent or consideration to any of the foregoing, (c) agree to any substitution, exchange, addition or release of any party or person primarily or secondarily liable hereon, and (d) agree that, notwithstanding the occurrence of any of the foregoing (except by the express written release by Holder), the Maker shall be and remain directly and primarily liable for all sums due under this Promissory Note.

THE MAKER HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTER CLAIM PERTAINING TO ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS PROMISSORY NOTE, THIS WAIVER BEING A MATERIAL INDUCEMENT FOR THE HOLDER TO MAKE THE TO THE MAKER.

All documentary stamp or other taxes (if any) required by law at any time to be affixed to this Promissory Note shall be paid by the Maker. The Maker agrees to indemnify and hold the Holder and each of its officers, directors, employees, affiliates, successors and assigns harmless from and against the aggregate of all expenses, losses, costs, deficiencies, liabilities, penalties, fines, fees and damages (including, without limitation, related reasonable counsel and paralegal fees and expenses) incurred or suffered by the Holder arising out of or resulting from the Maker's failure to pay such documentary stamp or other tax.

IN WITNESS WHEREOF, the Maker has duly executed this Promissory Note as of the day and year first above written.

BARON CAPITAL ENTERPRISE, INC.

By: Matthew P. Dwyer
Print name: Matthew P. Dwyer
Title: President