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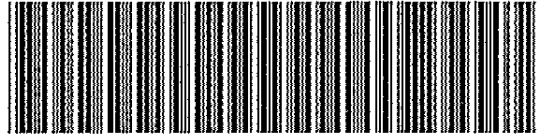
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TALLAHASSEE, FLORIDA

Amend

D. CONNELL FEB 01 2007

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: TRANSNATIONAL FOODS, INC.

DOCUMENT NUMBER: P02000030159

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

MARCELO YOUNG

(Name of Contact Person)

TRANSNATIONAL FOODS, INC.

(Firm/ Company)

1110 BRICKELL AVENUE, SUITE 808

(Address)

MIAMI FL 33131

(City/ State/ and Zip Code)

For further information concerning this matter, please call:

FRANCISCO YOUNG

(Name of Contact Person)

at (305)

365 9652

(Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

☒ \$35 Filing Fee

☒ \$43.75 Filing Fee &
Certificate of Status

☐ \$43.75 Filing Fee &
Certified Copy
(Additional copy is
enclosed)

☐ \$52.50 Filing Fee
Certificate of Status
Certified Copy
(Additional Copy
is enclosed)

Mailing Address

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address

Amendment Section
Division of Corporations
409 E. Gaines Street
Tallahassee, FL 32399

EXHIBIT A

**ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
TRANSNATIONAL FOODS, INC.
(A Florida profit corporation)
Document Number: P02000030159**

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of section 607.1006, Florida Statutes, this *Florida Profit Corporation* adopts the following amendments to its Articles of Incorporation:

FIRST: The following Article V shall be added:

ARTICLE V. TRANSFER OF SHARES

Section 1. First Refusal and Tag Along Rights.

(a) In the event any Shareholder desires to sell any of its shares or in the case of the corporation, any treasury shares (a "Selling Shareholder"), such Selling Shareholder shall deliver to the other Shareholders (each, an "Offeree Shareholder") a notice (the "Offer Notice") specifying all material terms and conditions of such proposed sale, including without limitation, the number of shares (the "Offered Shares") and the price per share in cash or marketable securities payable in a single installment and on a single specific date.

(b) Each Offeree Shareholder shall have the right to (i) purchase all (but not less than all) shares constituting its *pro rata* portion of the Offered Shares (i.e., a percentage of Offered Shares equal to such Offeree Shareholder's holding of Shares) (the "Right of First Refusal"), or (ii) require the Selling Shareholder to include in the proposed sale a percentage of shares held by such Offeree Shareholder equal to the percentage that the Offered Shares represent in the total of shares held by the Selling Shareholder (the "Tag Along Right"). For a period of thirty (30) consecutive days following the Offeree Shareholders' receipt of the Offer Notice (the "Decision Period"), each Offeree Shareholder may deliver a reply notice (the "Reply Notice") to the Selling Shareholder irrevocably electing to exercise either its Right of First Refusal or its Tag Along Rights at the purchase price per share and on all other terms and conditions specified in the Offer Notice. If an Offeree fails to deliver a Reply Notice to the Selling Shareholder within the Decision Period, it shall be deemed that such Offeree has waived its Right of First Refusal and Tag Along Right with respect to such proposed sale, but such waiver shall not affect such Offeree's rights under this Section 1 for future proposed sales.

(c) The Right of First Refusal shall include the right (but not the obligation) of each Offeree Shareholder to purchase any Offered Shares not elected to be purchased by the other Offeree Shareholders (the "Remaining Shares"), on a *pro rata* basis (i.e., a percentage of Remaining Shares equal to such Offeree Shareholder's holding of shares, excluding shares of non-electing Shareholders). Each Offeree Shareholder shall indicate in the Reply Notice whether and to what extent -up to a one hundred percent (100%) of the Remaining Shares- it desires to exercise such "oversubscription" right.

(d) In the event that the Offeree Shareholders elect to purchase some but not all the Offered Shares and the proposed acquiror of the Offered Shares is unwilling to purchase less than all the Offered Shares, the Selling Shareholder will use its best efforts to cause the proposed acquiror of the Offered Shares to purchase the Remaining Shares. If, however, the proposed acquiror refuses to purchase the Remaining Shares, the Selling Shareholder may sell all of its Offered Shares to such proposed acquiror pursuant to paragraph (h) below as if no Offeree Shareholder had elected to exercise its Right of First Refusal. In this case, any Offeree Shareholder shall be entitled to exercise its Tag Along Right.

(c) The Tag Along Right shall only apply to the Selling Shareholders' proposed sale (and not to any sale resulting from the exercise of a Right of First Refusal).

(f) In the event that the proposed acquiror of the Offered Shares is unwilling to purchase any shares other than the Offered Shares, the number of Shares to be Transferred to the acquiror shall be allocated *pro rata* (i.e., in proportion to their holding of shares) among the Selling Shareholder and all Offeree Shareholders who have exercised their Tag Along Rights.

(g) The sale of Offered Shares to the Offeree Shareholders pursuant to their exercise of their Right of First Refusal shall close within thirty (30) consecutive days of the expiration of the Decision Period. At such closing, the Offeree Shareholders shall pay the purchase price in immediately available funds and the Selling Shareholder shall perform all acts necessary to Transfer the applicable shares to the Offeree Shareholders, including the execution of appropriate documentation providing representations and warranties to the Offeree Shareholders as are customary for such transaction among shareholders of the same company.

(h) The Selling Shareholder may sell all Offered Shares not purchased pursuant to paragraph (g) above, provided that the sale (i) is made on the terms and conditions specified in the Offer Notice, (ii) takes place within three (3) months of the expiration of the Decision Period, and (iii) includes all shares elected to be sold by the Offeree Shareholders pursuant to their Tag Along Rights, if any (in which case, the Offeree Shareholders shall execute all appropriate documentation also executed by the Selling Shareholder providing customary representations and warranties for the benefit of the shares' purchaser).

(i) The provisions of this Section 1 shall not apply to transfers made by a Shareholder to an affiliate. In this Articles Affiliate shall mean any person or entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, another person or entity.

Section 2. Drag-Along Right.

(a) Notwithstanding the other provisions of this Article V, if, at any time holders of at least seventy-five percent (75%) of the total shares of the corporation (excluding treasury shares) (the "Drag-Along Holders") desire to effect the sale by all Shareholders of all Shares and options to any person or persons that are not Affiliates of the Drag-Along Holders (a "Sale Transaction"), then each other Shareholder shall be required to sell all its shares on the same terms and conditions, including price per share and all terms of payment and the execution of appropriate documentation providing customary representations and warranties to the purchaser.

(b) For purposes of this Section 2, each Shareholder shall (i) cooperate with the Drag-Along Holders and the corporation, as appropriate, in the evaluation of the possibility of effecting a Sale Transaction, (ii) facilitate the process, including the due diligence process (legal and business) in respect of any Sale Transaction, (iii) cause the directors of the corporation nominated, appointed or designated by such party to take all actions to effect a Sale Transaction, and (iv) take all necessary action to cause the closing of the Sale Transaction (including the making of customary representations and warranties to the proposed purchaser in the Sale Transaction). All costs and expenses incurred by the Shareholders in connection with the Sale Transaction shall be borne by the Shareholders *pro rata* in respect to their holding of shares.

(c) To effect a Sale Transaction, the Drag-Along Holders shall give each of the other Shareholders a written notice (for purposes of this Section 2(c), a "Drag-Along Notice") containing (1) the name and address of the proposed transferee and (2) the proposed purchase price, terms of payment and other material terms and conditions of the proposed transferee's offer. If the proposed purchase price consists in whole or in part of consideration other than cash, the Drag-Along Holders shall provide such information relating to such consideration as the Board may reasonably request in order to evaluate such non-cash consideration. Each of the other Shareholders shall have the right, as a condition to the Sale Transaction, to receive all documentation relating to the Sale Transaction at least ten (10) consecutive days prior to the consummation of the sale or at such later time as the Drag-Along Holders shall have first received such information. Each of the other Shareholders shall thereafter be obligated to sell such Shareholder's Shares, provided that the Sale Transaction to the proposed transferee is consummated within ninety (90) consecutive days of delivery of the Drag-Along Notice. If the sale is not consummated within such 90-day period, then each of the other Shareholders shall no longer be obligated to sell

such Shareholder's Shares pursuant to that specific Drag-Along Right but shall remain subject to the provisions of this Section 2.

Section 3. Preemptive Rights.

(a) The corporation shall refrain from issuing shares (or shares held by it in treasury) or any securities convertible into or exchangeable for or any rights, warrants or options to acquire shares (collectively, the "Preemptive Shares"), without affording each Shareholder the preemptive right (exercisable for a period of not less than twenty (20) consecutive days after notice of the terms (including the minimum price per share) of such issue (the "Preemptive Notice") to acquire a number of such share elected by such Shareholder, on the same terms and conditions and for the same consideration as the corporation proposes to issue or sell such Preemptive Shares necessary to maintain their proportionate fully diluted interest in the corporation.

(b) In the event a Shareholder elects no to exercise its preemptive rights pursuant to Section 3(a) with respect to any Preemptive Shares ("Accretion Shares"), each other Shareholder shall have the right, exercisable within a period of no less than fifteen (15) consecutive days, to subscribe for such Accretion Shares. In the event that more than one Shareholder elects to subscribe for such Accretion Shares, each such Shareholder shall be entitled to subscribe for a percentage of the Accretion Shares equal to the ownership percentage of such shareholder divided by the aggregate ownership percentages of all shareholders electing to subscribe for such Accretion Shares.

(c) Following the completion of the decision periods for the Shareholders to exercise their preemptive rights pursuant to Section 3(a) and Section 3(b), the corporation shall have the right, for a period of ninety (90) consecutive days, to issue any Preemptive Shares not purchased by the Shareholders, on terms and conditions substantially the same as those specified in the Preemptive Notice.

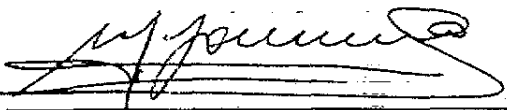
(d) The foregoing preemptive rights shall not apply to the issuance of any Shares pursuant to an approved employee stock option plan, stock purchase plan, or similar benefit program or agreement, where the primary purpose is not to raise addition equity capital for the corporation.

SECOND: Current Articles V, VI, VII and VIII shall be amended as VI, VII, VIII and IX respectively.

THIRD: The date of adoption of the above amendments was November 10th, 2006.

FOURTH: The amendments to the articles of incorporation were approved by the shareholders. The number of votes cast for the amendments by the shareholders was sufficient for approval.

Signed this 10th day of November, 2006.

By: 
Marcelo Young, Managing Director

**RESOLUTION OF THE BOARD OF DIRECTORS
OF
TRANSNATIONAL FOODS, INC.**

The undersigned, being the Directors of Transnational Foods, Inc., a Florida corporation (the "Company"), hereby adopt the following resolutions as of the Effective Date set forth below:

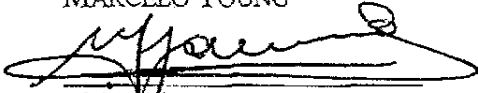
WHEREAS, it is advisable that the Company amend its Articles of Incorporation as provided in the Articles of Amendment to the Articles of Incorporation attached as Exhibit A hereto; and

NOW THEREFORE, BE IT RESOLVED, the terms and conditions of the attached Articles of Amendment are hereby approved;

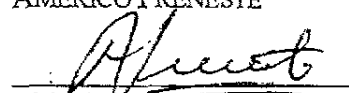
BE IT RESOLVED, that Marcelo Young is hereby authorized to sign the Articles of Amendment and to take all other actions and to execute and deliver all other instruments, amendments and documents, in the name and on behalf of the Company, that are necessary or advisable in order to consummate the transactions contemplated hereby;

IN WITNESS WHEREOF, the undersigned have executed this Resolution of the Board of Directors of Transnational Foods, Inc. as of November 10th, 2006 (the "Effective Date").

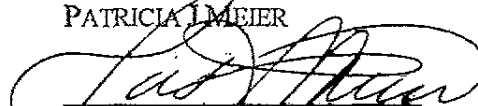
MARCELO YOUNG


Title: Director

AMERICO PRENESTE


Title: Director

PATRICIA LMEIER


Title: Director

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