

PINK OTC MARKETS

**DIVERSITY GROUP INTERNATIONAL, INC
(A Florida Corporation)**

**QUARTERLY REPORT
As of September 30, 2011**

All Information in this information and disclosure Statement has been compiled to fulfill the disclosure requirement of rule 15c2-11 (a) promulgated under the Securities and Exchange Act of 1934, as amended. The enumerated captions contained herein correspond to the sequential format set forth in the rule.

No Dealer, salesman or any other person has been authorized to give any information, or to make any representations, not contained herein in connection with the issuer. Such information or representations, if made, just not be relied upon as having been authorized by the issuer, and;

Delivery of this information file does not any time imply that the information contained herein is correct as of any time subsequent to the date first written.

The undersigned hereby certifies that the information herein is true and correct to the best of their knowledge and belief.

Date: September 30, 2011

Diversity Group International, Inc.

/s/ Kathleen Robertson

By: Kathleen Robertson
Name: Kathleen Robertson
Position: Chairman and CEO
Email: info@thearn.com
Phone: 214-347-0600

DIVERSITY GROUP INTERNATIONAL, INC.
QUATERLY REPORTING OBLIGATION FOR PERIOD ENDING SEPTEMBER 30, 2011

Part A General Company Information

Item 1: The exact name of the issuer and the address of its executive offices:

A. The exact name of the issuer and its predecessor, if any:

The exact name of the Issuer is Diversity Group International, Inc.
(pending name change to The Automotive Resource Network Holdings,
Inc. formal FINRA approval)

Name change history:

September 11, 2011 – Diversity Group International, Inc. to The
Automotive Resource Network Holdings, Inc. (filed with the state of
Florida awaiting formal FINRA approval)

June 4, 2007 – SKRCO Inc. to Diversity Group International

B. The address of its principal executive offices:

375 Park Avenue, Suite 2607

Phone: 212-634-7470

New York, NY 10152

Fax: 214-347- 0750

U.S.A. 10152

Web Page: www.thearn.com

Item 2: Shares Outstanding

The number of shares or total amount of the securities outstanding for each class of securities authorized:

Period end date: September 30, 2011

Authorized Shares:

Common: 1,200,000,000

Preferred: 150,000,000

Outstanding Shares:

Common: 978,211,925

Preferred: 100,000,000 Series A

Preferred: 1 Series B

Public Float: 306,960,909

Number of Beneficial Shareholders: N/A

Total number of Shareholders: 116

Period end date: September 30, 2010

Authorized Shares: 200,000,000 common shares

Outstanding Shares: 82,003,034 common shares

Public Float: 40,033,539

Number of Beneficial Shareholders: N/A

Total number of Shareholders: 115

Transfer Agent: Jason Freeman, Securities Transfer Corporation, 2591 Dallas Parkway,
Suite 102 Frisco, TX 75034

Item: 3 INTERIM FINANCIAL STATEMENTS

See Exhibit A

- **Balance Sheet - September 30, 2011**
- **Statement of Operations for the Quarter ending September 30, 2011**
- **Statement of Cash Flows for the Quarter ending September 30, 2011**
- **Statement of Stockholder's Equity as of September 30, 2011**
- **Footnotes to Financial Statements**

Item: 4 MANAGEMENT DISCUSSIONS AND ANALYSIS OR PLAN OF OPERATION

The following discussion and analysis should be read in conjunction with the financial statement and notes thereto included in this report. The statements contained in this report that are not purely historical are forward-looking statements which would include, but not be limited to, statements regarding our expectations, hopes, intentions or strategies regarding the future. Forward-looking statements include statements regarding: future sales of our product or future product development; future research and development spending on our product expansion and development strategies, and are generally identifiable by the use of the **words "may", "should", "expect", "anticipate", "estimates", "believe", "intend", or "project" or the negative thereof or other variations thereon or comparable terminology.** Forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause our actual results, performance or achievements (or industry results, performance or achievements) expressed or implied by these forward-looking statements to be materially different from those predicted. The factors that could affect our actual results include, but are not limited to, the following: general economic and business conditions, both nationally and in the regions in which we project to expand to; competition' changes in business strategy or development plans; our inability to retain key employees; our inability to obtain sufficient financing to continue to expand operations; and changes in demand for products by our customers.

Diversity Group International, Inc. is a Florida Corporation (hereinafter referred to as the "Company", "we", "our", or "us") incorporated in October 1997. The company's Fiscal Year End is December 31st. The Company acquired The Automotive Resource Network Inc. a Wyoming Corporation (hereinafter referred to a "TheARN") incorporated in May 2010. TheARN's Fiscal Year End is December 31.

The Company changed control on August 15, 2011 through a PURCHASE AND SALE AGREEMENT & PROMISSORY NOTE. The Automotive Resource Network, Inc. purchased sixty eight percent (68%) of Diversity Group International, Inc. (DGIN) from sellers Kevin Bobryk, an individual and Kofait Limited, a Bahamian corporation. In consideration, Fifty Thousand Dollars (\$50,000) was paid with Seventy Five Thousand Dollars (75,000) due and payable in accordance with The Promissory Note. WHEREAS, the Company (DGIN) had authorized one billion two hundred million (1,200,000,000) shares of common stock, par value \$.001 per share (the "Common Stock), of which nine hundred seventy eight million two hundred eleven thousand nine hundred and twenty five (978,211,925) were issued and outstanding at the time. WHEREAS, sellers owned in the aggregate a majority of the shares of Common Stock of the Company in the amount of six hundred sixty seven million seven hundred and twelve thousand (667,712,000) shares of Common Stock representing approximately sixty eight (68%) of the shares of the Company's issued and outstanding capital stock; these shares were sold via a Purchase and Sales agreement to The Automotive Resource Network, Inc. a private company, owned one hundred percent (100%) by Kathleen A Roberton. As per Kathleen Roberton's direction these shares were issued in the name of For His Glory, LLC of which Kathleen Roberton also owns one hundred percent.

Through a *SHARE EXCHANGE AGREEMENT* Kathleen Roberton, TheARN shareholder agreed to "Exchange" 100% of the issued and outstanding shares of TheARN for an Exchange Share defined to have voting rights of equal to 51% of the total issued and outstanding Capital Stock eligible to vote. As a result TheARN became a wholly owned subsidiary of DGIN.

In addition, one hundred and fifty million (150,000,000) "Blank Check" Series Preferred were authorized. Through designation of rights and privileges one hundred million (100,000,000) Preferred Series A were issued in accordance with some having certain anti-dilution provisions. Through designation of rights and privileges one (1) Preferred Series B was issued in accordance with 51% voting rights of the total issued and outstanding Capital Stock. DGIN currently has forty nine million nine hundred and ninety nine (49,999,999) "Blank Check" Series Preferred remaining.

ABOUT TheARN

The Automotive Resource Network, known best as TheARN is a company that is First to Market a Month2Month Vehicle Service Contract – a product that over 12 million people buy every year. What sets our product apart from the rest is that it does not require a long term contract; it has a low activation fee and the lowest possible monthly payment which can be cancelled at any time. In this economy the consumer is forced to keep their car longer and does not have a lot of extra cash or credit to pay for expensive repairs.

We offer 3 levels of coverage that range from a “exclusionary” policy to an enhanced powertrain coverage. Each of our 3 levels of coverage comes with Roadside assistance, towing and rental car coverage. Our customers also enjoy being able to take their car for repair to the mechanic of their choice.

Websites:

www.thearn.com

www.thearn.tv

www.protectourcar.com

www.thearnstore.com

Offices:

TheARN has offices in New York City at 375 Park Avenue, Suite 2607, NY NY 10152 and also Dallas, Texas at 2010 Cedar Springs Road, Suite 1050, Dallas Texas 75201. Both offices are provided by ServCorp, an Office Suite Solution company. TheARN initially signed a 6 months lease which ends on December 12, 2011. We anticipate that we will sign another 6 month lease. This allows TheARN to maintain a very low monthly payment while having very prestigious office locations and suites.

About the Purchase and Sales Agreement:

TheARN management took over operation of DGIN on August 15th, 2011. In order to move forward with TheARN taking over the liability and the debt of DGIN we worked closely with our legal and accounting team. In addition, plans were put in place to have the debt settled in a favorable way for the shareholders, the Company and the note holders.

Results of Operations:

TheARN acquired DGIN with a true interest in this business model. DGIN will serve as the parent company to TheARN and will supply all of TheARN distributor's financial services products such as life Insurance, auto insurance, gap coverage and other related insurance related products. TheARN will focus on both distributor and customer acquisition during 2012. During the 1st – 3rd quarter of 2011 TheARN was building both the infrastructure required to manage

and grow the business as well as the database management system required to manage a growing distributorship. During this time, all contracts were signed as well as branding and marketing material was created. We enter the 4th quarter fully operational as it relates to recruiting distributors and selling our month 2 month vehicle service contract.

Item 5: LEGAL PROCEEDINGS

None

Item 6: DEFAULTS UPON SENIOR SECURITIES

None

Item 7: OTHER INFORMATION

There has been a complete change of management:

Resigned:

Kevin Bobryk as Chief Operating Officer and Director

Appointed:

Kathleen Robertson as Chief Operating Officer and Director

Paul Redmayne as Director

Promissory Note – Currently we are still pending FINRA Approval therefore the promissory note has been extended to December 27, 2011.

Item 8: EXHIBITS

Exhibit A – Interim Financial Statements

Exhibit B – Purchase and Sales Agreement

Exhibit C - Share Exchange Agreement

Exhibit D - Promissory Note

Exhibit E – Amended Articles of Incorporation

Exhibit F – Certificate of Designation – Series A Preferred Stock

Exhibit G – Certificate of Designation – Series B Preferred Stock

EXHIBIT A

INTERIM FINANCIAL STATEMENTS

Diversity Group International Inc. and Subsidiary
Consolidated Balance Sheet
September 30, 2011

Assets

Current Assets:	
Cash	\$ 28,212
Escrow	50,000
Total current assets	<u>78,212</u>
Other Assets:	
Security deposit	5,000
Website development	20,711
	<u>25,711</u>
Fixed Assets:	
Property and equipment, net of accumulated depreciation of \$205	2,568
	<u>2,568</u>
Total assets	<u>\$ 106,491</u>

Liabilities and Stockholders' Deficit

Current liabilities:	
Accrued liabilities	\$ 172,638
Accrued interest	47,685
Due to related party	3,823
Derivative liability	3,864,399
Short-term debt	240,273
Convertible debt	958,321
Total current liabilities	<u>5,287,139</u>
Stockholders' Deficit:	
Preferred stock, Series A, \$.001 par value, 100,000,000 shares authorized, issued and outstanding	100,000
Preferred stock, Series B, \$.001 par value, 1 share authorized, issued and outstanding	-
"Blank Check" Preferred Series, 49,999,999 shares authorized	-
Common stock, \$.001 par value, 1,200,000,000 shares authorized, 978,211,925 shares issued and outstanding	978,214
Additional paid-in capital	2,989,673
Accumulated deficit	(9,248,535)
Total stockholders' deficit	<u>(5,180,648)</u>
Total liabilities and stockholders' deficit	<u>\$ 106,491</u>

See accompanying notes and accountant's compilation report.

Diversity Group International Inc. and Subsidiary
Consolidated Statement of Operations
For the Nine Months Ended September 30, 2011

Revenues		\$ 88,350
Cost of revenues		<u>42,602</u>
Gross profit		<u>45,748</u>
Selling, general and administrative expenses		1,238,520
Depreciation		<u>8,756</u>
Total operating expenses		<u>1,247,276</u>
Operating loss		(1,201,528)
Other income (expense):		
Forgiveness of debt		90,000
Loss on extinguishment of debt		(15,528)
Loss on abandonment of assets		(4,728)
Loss on derivative liability		(1,783,569)
Income tax expense		(995)
Interest expense		<u>(2,223,846)</u>
Total other income (expense)		<u>(3,938,666)</u>
Net loss		<u>\$ (5,140,194)</u>
Basic and diluted loss per share		<u>\$ (0.01)</u>
Basic and diluted weighted average of common shares outstanding		<u>313,808,187</u>

See accompanying notes and accountant's compilation report.

Diversity Group International Inc. and Subsidiary
Consolidated Statement of Stockholders' Deficit
For the Nine Months Ended September 30, 2011

	Common stock		Preferred Series A		Preferred Series A		Additional Paid In Capital	Retained Deficit	Total
	Shares	Amount	Shares	Amount	Shares	Amount			
Balance, December 31, 2010	82,603,034	\$ 82,603	\$ -	\$ -	\$ -	\$ -	\$ 2,728,176	\$ (4,108,341)	\$ (1,297,562)
Shares issued for cash	216,980,770	216,981	-	-	-	-	(51,981)	-	165,000
Shares issued for services	400,000,000	400,000	100,000,000	100,000	-	-	330,000	-	830,000
Beneficial conversion feature of convertible notes payable	-	-	-	-	-	-	912,605	-	912,605
Shares issued in accordance with anti-dilution provisions	225,000,000	225,000	-	-	-	-	1,026,000	-	1,251,000
Shares issued for debt conversion	53,629,556	53,630	-	-	-	-	115,703	-	169,333
Fraction shares	(1,435)	-	-	-	-	-	-	-	-
Share issued due to reverse merger	-	-	-	-	1	-	-	-	-
Shares of subsidiary received during reverse merger	-	-	-	-	-	-	10,000	-	10,000
Initial recording of derivative liability	-	-	-	-	-	-	(2,080,830)	-	(2,080,830)
Net loss	-	-	-	-	-	-	-	(5,140,194)	(5,140,194)
Balance, September 30, 2011	<u>978,211,925</u>	<u>\$ 978,214</u>	<u>100,000,000</u>	<u>\$ 100,000</u>	<u>1</u>	<u>\$ -</u>	<u>\$ 2,989,673</u>	<u>\$ (9,248,535)</u>	<u>\$ (5,180,648)</u>

See accompanying notes and accountant's compilation report.

Diversity Group International Inc. and Subsidiary
Consolidated Statement of Cash Flows
For the Nine Months Ended September 30, 2011

Cash flows from operating activities:

Net loss	\$ (5,140,194)
Adjustments to reconcile net loss to net cash used in operating activities:	
Depreciation expense	8,756
Beneficial conversion feature	912,605
Forgiveness of debt	(90,000)
Common stock issued due to anti dilution provisions	1,251,000
Common stock issued for services	680,000
Loss on abandonment of assets	4,728
Loss on extinguishment of debt	15,528
Loss on derivative liability	1,783,569
Changes in operating assets and liabilities:	
Other assets	(25,711)
Accrued liabilities	277,645
Accrued interest	43,327
Net cash used in operating activities	<u>(278,747)</u>

Cash flows from investing activities:

Cash paid for the purchase of fixed assets	(2,773)
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Cash flows from financing activities:

Restricted cash	(50,000)
Proceeds from sale of stock	165,000
Proceeds from debt	264,392
Repayment of debt	(30,000)
Repayment of related party debt	(48,703)
Net cash provided by financing activities	<u>300,689</u>

Net increase in cash	19,169
Cash, beginning of period	<u>9,043</u>
Cash, end of period	<u>\$ 28,212</u>

Supplemental cash flow information:

Interest paid	\$ -
Taxes paid	<u>\$ 995</u>

Noncash investing and financing activities:

Debt and interest converted to common shares	\$ 153,805
Accrued liabilities and related party debt converted to convertible debt	\$ 868,214
Shares issued for accrued liabilities	\$ 150,000

See accompanying notes and accountant's compilation report.

**DIVERSITY GROUP INTERNATIONAL INC. AND SUBSIDIARY
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**

Note 1 - Description of Organization and Nature of Business

Diversity Group International Inc. (DGI) is a U.S. based company listed under the symbol DGIN which began operations on January 6, 2005. DGI specializes in the development and delivery of insurance related products and services. We will provide our products and services to both the domestic (U.S.) and International markets through the growing database of The Automotive Resource Network, Inc. (TheARN), a wholly owned subsidiary.

Pursuant to a Share Exchange Agreement dated August 15, 2011, The Automotive Resource Network, Inc. (TheARN) acquired a majority of the issued and outstanding common stock of DGI in exchange for 10,000,000 common shares of TheARN. The accompanying financial statements have been restated on a retroactive basis to present the capital structure of the Company as though it were the reporting entity DGI.

DGI is positioned to roll out several financial services products in 2012 that will impact both the United States and International Markets. We will first focus on a new innovative Life Insurance product that will provide a way for families to benefit that have never been in able to afford the coverage should they leave their family with sudden death. Next, DGI will focus on auto coverage, household coverage, gap coverage and several other products. Each product will be sold by distributors of TheARN as well as marketed to TheARN's customer base.

TheARN is a wholly owned subsidiary of DGI, which is focused on recruiting sales associates throughout the United States, Canada and other International markets. TheARN specializes in selling a "month2month" vehicle service contract to consumers who have a used vehicle without mechanical breakdown coverage.

Note 2 - Going Concern

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. The Company has suffered significant operating losses, used substantial funds in its operations, and needs to raise additional funds to accomplish its objectives. These conditions raise substantial doubt about the Company's ability to continue as a going concern. These financial statements do not include any adjustments that might be necessary if the Company is unable to continue as a going concern.

Note 3 - Summary of Significant Accounting Policies

Principles of Consolidation

The accompanying consolidated financial statements include the accounts of Diversity Group International Inc. and its wholly-owned subsidiary. All intercompany balances and transactions have been eliminated in the consolidation.

Use of Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect amounts reported in the consolidated financial statements. Actual results could differ from those estimates.

Property and Equipment

Property and equipment is stated at cost and depreciated using the straight-line method over the estimated life of the assets, which is three. The cost of normal maintenance and repairs is charged to expense as incurred and expenditures for major improvements are capitalized at cost. Gains or losses on the disposition of assets are reflected in the income statement at the time of disposal.

Debt

The Company accounts for debt at the face amount of the debt offset by applicable discounts and recognizes interest expense for accrued interest payable under the terms of the debt. Principal and interest payments due within one year are classified as current, whereas principal and interest payments for periods beyond one year are classified as long term. Beneficial conversion features of debt are valued and the related amounts recorded as discounts on the debt. Discounts are amortized to interest expense using the effective interest method over the term of the debt. Any unamortized discount upon settlement or conversion of debt is recognized immediately as interest expense.

Revenue Recognition

The Company recognizes revenue from online purchases of monthly coverage. Revenue is recognized when the purchase occurs and the Company has received notification from merchant services.

Income Taxes

The Company accounts for income taxes under an asset and liability approach that requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been recognized in its financial statements or tax returns. In estimating future tax consequences, the Company generally considers all expected future events other than enactments of changes in the tax law or rates.

The Company's deferred tax assets substantially pertain to its net operating loss carry forwards amounting to \$890,000 which are fully covered by a valuation allowance.

Fair Value of Financial Instruments

The carrying amount of the Company's cash equivalents, other receivables, accrued expenses and short-term debt approximates their estimated fair values due to the short-term nature of those financial instruments. The long-term debt approximates carrying value since the related rates of interest approximate current market rates.

Loss Per Share

Statement of Financial Accounting Standards FASB No. 128, "Earnings per Share", which replaces the calculation of primary and fully diluted earnings (loss) per share with basic and diluted earnings (loss) per share, is used to calculate earnings per share. Basic earnings (loss) per share includes no dilution and is computed by dividing income (loss) available to common stockholders by the weighted average number of shares outstanding during the period. Diluted earnings (loss) per share reflect the potential dilution of securities that could share in the earnings of an entity, similar to fully diluted earnings (loss) per share.

Recent Accounting Pronouncements

The Company does not expect the adoption of any recently issued accounting pronouncements to have a significant effect on its material position or results of operations.

Note 4 - Related Party Transactions

\$167,100 of the accrued liabilities as of September 30, 2011, is due to employees for services rendered.

\$3,823 is due to a company controlled by the Chief Executive Officer of DGI for operating costs.

Some transactions that were previously considered related party and no longer considered related party due to the reverse merger. See Note 5 for details.

Note 5 – Debt

Third party debt

On January 11, 2011, the Company issued a convertible promissory note to a third party, with a principal amount of \$15,028. This note is due and payable in full on demand, and bears interest at 13% per annum. At any time prior to the payment in full of the entire balance of the note, the creditor has the option of converting all or any portion of the unpaid balance of the note into shares of DGI common stock at a conversion price equal to \$0.05 per share, subject to adjustment upon certain events. Assuming no adjustment to the conversion price, if the entire principal balance was converted, 300,500 shares of the Company's common stock would be issued. On July 25, 2011, the conversion price was changed to \$0.0003 per share. If the entire principal balance was converted, 50,093,333 shares of the Company's common stock would be issued.

The Company evaluated the terms of the note and concluded that the note did not result in a derivative; however, the Company concluded that there was a beneficial conversion feature since the note was convertible into shares of common stock at a discount to the market value of the common stock. The discount related to the beneficial conversion feature was expensed during the three months ended March 31, 2011 due to the short-term nature of the note. For the three months ended March 31, 2011, \$15,028 was charged to interest expense associated with the amortization of the debt discount.

On March 2, 2011, the Company issued a convertible promissory note to a third party, with a principal amount of \$8,238. This note is due and payable in full on demand, and bears interest at 13% per annum. At any time prior to the payment in full of the entire balance of the note, the creditor has the option of converting all or any portion of the unpaid balance of the note into shares of DGI common stock at a conversion price equal to \$0.05 per share, subject to adjustment upon certain events. Assuming no adjustment to the conversion price, if the entire principal balance was converted, 164,760 shares of the Company's common stock would be issued. On July 25, 2011, the conversion price was changed to \$0.0003 per share. If the entire principal balance was converted, 27,460,000 shares of the Company's common stock would be issued.

The Company evaluated the terms of the note and concluded that the note did not result in a derivative; however, the Company concluded that there was a beneficial conversion feature since the note was convertible into shares of common stock at a discount to the market value of the common stock. The discount related to the beneficial conversion feature was expensed during the three months ended March 31, 2011 due to the short-term nature of the note. For the three months ended March 31, 2011, \$8,238 was charged to interest expense associated with the amortization of the debt discount.

On March 15, 2011, the Company issued a convertible promissory note to a third party, with a principal amount of \$6,000. This note is due and payable in full on demand, and bears interest at 13% per annum. At any time prior to the payment in full of the entire balance of the note, the creditor has the option of converting all or any portion of the unpaid balance of the note into shares of DGI common stock at a conversion price equal to \$0.05 per share, subject to adjustment upon certain events. Assuming no adjustment to the conversion price, if the entire principal balance was converted, 120,000 shares of the Company's common stock would be issued. On July 25, 2011, the conversion price was changed to \$0.0003 per share. If the entire principal balance was converted, 20,000,000 shares of the Company's common stock would be issued.

The Company evaluated the terms of the note and concluded that the note did not result in a derivative; however, the Company concluded that there was a beneficial conversion feature since the note was convertible into shares of common stock at a discount to the market value of the common stock. The discount related to the beneficial conversion feature was expensed during the three months ended March 31, 2011 due to the short-term nature of the note. For the three months ended March 31, 2011, \$6,000 was charged to interest expense associated with the amortization of the debt discount.

On March 30, 2011, the Company issued a convertible promissory note to a third party, with a principal amount of \$5,038. This note is due and payable in full on demand, and bears interest at 13% per annum. At any time prior to the payment in full of the entire balance of the note, the creditor has the option of converting all or any portion of the unpaid balance of the note into shares of DGI common stock at a conversion price equal to \$0.05 per share, subject

to adjustment upon certain events. Assuming no adjustment to the conversion price, if the entire principal balance was converted, 100,760 shares of the Company's common stock would be issued. On July 25, 2011, the conversion price was changed to \$0.0003 per share. If the entire principal balance was converted, 16,793,333 shares of the Company's common stock would be issued.

The Company evaluated the terms of the note and concluded that the note did not result in a derivative; however, the Company concluded that there was a beneficial conversion feature since the note was convertible into shares of common stock at a discount to the market value of the common stock. The discount related to the beneficial conversion feature was expensed during the three months ended March 31, 2011 due to the short-term nature of the note. For the three months ended March 31, 2011, \$5,038 was charged to interest expense associated with the amortization of the debt discount.

On April 13, 2011, the Company issued a convertible promissory note to a third party, with a principal amount of \$4,943. This note is due and payable in full on demand, and bears interest at 13% per annum. At any time prior to the payment in full of the entire balance of the note, the creditor has the option of converting all or any portion of the unpaid balance of the note into shares of DGI common stock at a conversion price equal to \$0.05 per share, subject to adjustment upon certain events. Assuming no adjustment to the conversion price, if the entire principal balance was converted, 98,860 shares of the Company's common stock would be issued. On July 25, 2011, the conversion price was changed to \$.0003 per share. If the entire principal balance was converted, 16,476,667 shares of the Company's common stock would be issued.

The Company evaluated the original terms of the note and concluded that the note did not result in a derivative nor was there a beneficial conversion feature. However, upon changing the conversion price on July 25, 2011, the Company reevaluated the note and concluded that the note did not result in a derivative but did contain a beneficial conversion feature since the note is now convertible into shares of common stock at a discount to the market value of the stock. The discount related to the beneficial conversion feature was expensed during the nine months ended September 30, 2011 due to the short term nature of the note. For the nine months ended September 30, 2011, \$4,943 was charge to interest expense associated with the amortization of the debt discount.

On April 28, 2011, the Company issued a convertible promissory note to a third party, with a principal amount of \$2,100. This note is due and payable in full on demand, and bears interest at 13% per annum. At any time prior to the payment in full of the entire balance of the note, the creditor has the option of converting all or any portion of the unpaid balance of the note into shares of DGI common stock at a conversion price equal to \$0.05 per share, subject to adjustment upon certain events. Assuming no adjustment to the conversion price, if the entire principal balance was converted, 42,000 shares of the Company's common stock would be issued. On July 25, 2011, the conversion price was changed to \$.0003 per share. If the entire principal balance was converted, 7,000,000 shares of the Company's common stock would be issued.

The Company evaluated the original terms of the note and concluded that the note did not result in a derivative nor was there a beneficial conversion feature. However, upon changing the conversion price on July 25, 2011, the Company reevaluated the note and concluded that the note did not result in a derivative but did contain a beneficial conversion feature since the note is now convertible into shares of common stock at a discount to the market value of the stock. The discount related to the beneficial conversion feature was expensed during the nine months ended September 30, 2011 due to the short term nature of the note. For the nine months ended September 30, 2011, \$2,100 was charge to interest expense associated with the amortization of the debt discount.

On April 28, 2011, the Company issued a convertible promissory note to a third party, with a principal amount of \$3,043. This note is due and payable in full on demand, and bears interest at 13% per annum. At any time prior to the payment in full of the entire balance of the note, the creditor has the option of converting all or any portion of the unpaid balance of the note into shares of DGI common stock at a conversion price equal to \$0.05 per share, subject to adjustment upon certain events. Assuming no adjustment to the conversion price, if the entire principal balance was converted, 60,860 shares of the Company's common stock would be issued. On July 25, 2011, the conversion price was changed to \$.0003 per share. If the entire principal balance was converted, 10,143,333 shares of the Company's common stock would be issued.

The Company evaluated the original terms of the note and concluded that the note did not result in a derivative nor was there a beneficial conversion feature. However, upon changing the conversion price on July 25, 2011, the

Company revaluated the note and concluded that the note did not result in a derivative but did contain a beneficial conversion feature since the note is now convertible into shares of common stock at a discount to the market value of the stock. The discount related to the beneficial conversion feature was expensed during the nine months ended September 30, 2011 due to the short term nature of the note. For the nine months ended September 30, 2011, \$3,043 was charge to interest expense associated with the amortization of the debt discount.

On May 2, 2011, \$50,000 of debt that was not originally issued as a convertible promissory note and \$43,333 of accrued interest was converted into 20,962,088 shares of common stock at \$.0045 per share. A loss on extinguishment of debt of \$1,000 was recorded for the excess in fair value.

In July 2011, DGI repaid a \$30,000 convertible promissory note.

During the nine months ended September 30, 2011, DGI entered into several promissory note agreements with third parties, with a principal total of \$220,000. These notes were signed between May 2011 and August 2011 and are due and payable six months from the date of signing, and bear interest at 12% per annum. DGI has the option to pay the loans with common stock if the company has available restricted or unrestricted trading shares. Each note of \$20,000 will receive 4,000,000 of shares of common stock at \$.005 per share in lieu of cash repayment. The holder of the note is under no obligation to take stock for repayment and may request cash payment when the note is due. \$7,768 of accrued interest expense associated with these notes has been included in accrued liabilities for the nine months ended September 30, 2011.

Debt modifications due to reverse merger

As part of the reverse merger the following modifications were made to debt and accrued liabilities:

- convertible promissory notes to third parties, with principal totals of \$45,716. These note are due and payable in full on demand, and bears interest at 12% per annum. At any time prior to the payment in full of the entire balance of the note, the creditor has the option of converting all or any portion of the unpaid balance of the note into shares of DGI common stock at a conversion price equal to \$0.0003 per share, subject to adjustment upon certain events. The original conversion price was equal to \$0.05 per share. The entire balance of the debt was considered to be a beneficial conversion feature and was therefore recognized as interest expense in the previous year when the note was originated. Assuming no additional adjustment to the conversion price, if the entire principal balance was converted, 152,387,334 shares of the Company's common stock would be issued.
- convertible promissory notes to a third party, with principal amount of \$912,605. These note are due and payable in full on demand, and bears interest at 13% per annum. At any time prior to the payment in full of the entire balance of the note, the creditor has the option of converting all or any portion of the unpaid balance of the note into shares of DGI common stock at a conversion price equal to \$0.0003 per share, subject to adjustment upon certain events. The original conversion price was equal to \$0.05 per share for \$44,390 of this debt which originated in 2011. The effect of the change in the conversion price is discussed in detail above. \$853,544 of this debt was modified from accrued consulting fees to convertible debt with the terms noted above. \$14,671 of this debt was modified from due to shareholder to convertible debt with the terms noted above. Assuming no additional adjustment to the conversion price, if the entire principal balance was converted, 3,055,683,333 shares of the Company's common stock would be issued.
- promissory notes to a third party, with a principal amount of \$10,000. The note is past due, and bears interest at 24% per annum.
- promissory notes to a third party, with a principal amount of \$3,273. The note is past due, and bears interest at 15% per annum.

The Company evaluated the terms of the note and concluded that the note did not result in a derivative; however, the Company concluded that there was a beneficial conversion feature since the note was convertible into shares of common stock at a discount to the market value of the common stock. The discount related to the beneficial conversion feature was expensed during the nine months ended September 30, 2011 due to the short-term nature of

the note. For the nine months ended September 30, 2011, the entire amount of the debt discussed above was charged to interest expense associated with the amortization of the debt discount.

Previously considered related party debt

During the nine months ended September 30, 2011, the Company repaid a net of \$52,100 to the former Chief Executive Officer of DGI. This is a partial repayment of an advance for operating expenses, is unsecured, due on demand and has a zero interest rate. The remaining balance of \$14,671 was modified into a convertible loan during the reverse merger. This note is included in the \$912,605 convertible promissory notes discussed above.

On May 2, 2011, \$20,458 of debt that was not originally issued as a convertible promissory note and \$31,864 of accrued interest was converted into 14,666,668 shares of common stock at \$.0045 per share. A loss on extinguishment of debt of \$13,678 was recorded for the excess in fair value. This debt was owed to the former President of DGI.

On June 8, 2011, \$8,150 of debt that was not originally issued as a convertible promissory note was converted into 18,000,000 shares of common stock at \$.0045 per share. A loss on extinguishment of debt of \$850 was recorded for the excess in fair value. This debt was owed to a former employee.

Note 6 – Derivatives

On July 25, 2011, DGI issued more common shares and instruments potentially convertible into common shares than the number of authorized common shares. As a result, under ASC 815-15, on July 25, 2011, 2,972,614,825 shares of common stock were recorded as derivative liabilities. DGI recorded a derivative liability for these shares equivalent to their initial fair value of \$2,080,830 and reduced additional paid-in capital by the same amount.

The total derivative loss resulting from the above share derivatives amounted to \$1,783,569 for the nine months ended September 30, 2011.

Fair value measurement

DGI values its derivative instruments under FASB ASC 820 which defines fair value, establishes a framework for measuring fair value, and expands disclosures about fair value measurements.

As defined in ASC 820, fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (exit price). DGI utilizes market data or assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and the risks inherent in the inputs to the valuation technique. These inputs can be readily observable, market corroborated, or generally unobservable. DGI classifies fair value balances based on the observability of those inputs. ASC 820 establishes a fair value hierarchy that prioritizes the inputs used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurement).

The three levels of the fair value hierarchy defined by ASC 820 are as follows:

Level 1 – Quoted prices are available in active markets for identical assets or liabilities as of the reporting date. Active markets are those in which transactions for the asset or liability occur in sufficient frequency and volume to provide pricing information on an ongoing basis. Level 1 primarily consists of financial instruments such as exchange-traded derivatives, marketable securities and listed equities.

Level 2 – Pricing inputs are other than quoted prices in active markets included in level 1, which are either directly or indirectly observable as of the reported date.

Level 3 – Pricing inputs include significant inputs that are generally less observable from objective sources. These inputs may be used with internally developed methodologies that result in management's best estimate of fair value.

DGI uses Level 1 to value its derivative financial instruments.

The following table sets forth by level with the fair value hierarchy the Company's financial assets and liabilities measured at fair value on September 30, 2011.

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Assets				
None	\$ —	\$ —	\$ —	\$ —
Liabilities				
Derivative financial instruments	\$ 3,864,399	\$ —	\$ —	\$ 3,864,399

Note 7 - Stockholders' Equity

Common stock

On April 20, 2011, the number of authorized common shares was increased to 400,000,000.

On June 1, 2011, the number of authorized common shares was increased to 500,000,000.

On August 10, 2011, the number of authorized common shares was increased to 1,200,000,000.

During the nine months ended September 30, 2011, 216,980,770 shares of common stock were issued for \$165,000.

During the nine months ended September 30, 2011, 400,000,000 shares of common stock value at \$730,000 were issued for services rendered.

During the nine months ended September 30, 2011, 67,500,000 shares of common stock valued at \$1,251,000 were issued and recognized as interest expense due to anti-dilution provisions in certain debt agreements.

During the nine months ended September 30, 2011, 53,629,556 shares of common stock were issued for the conversion of \$78,608 of principal and \$75,197 of accrued interest. See Notes 4 and 5 for details.

Preferred Stock

During August 2011, 100,000,000 shares of Preferred Series A stock valued at \$100,000 were issued for services rendered.

Through a share exchange agreement one (1) Preferred Series B stock was issued which carries 51% voting rights of the total issued and outstanding common stock.

Warrants

A summary of warrant transactions for the nine months ended September 30, 2011 is as follows:

	<u>Warrants</u>	<u>Wtd. Avg Exercise Price</u>
Outstanding at December 31, 2010	600,000	\$ 1.07
Granted	-	\$ -
Exercised	-	\$ -
Forfeited	-	\$ -
Expired	-	\$ -
Outstanding at September 30, 2011	<u>600,000</u>	<u>\$ 1.07</u>
Exercisable at September 30, 2011	<u>600,000</u>	<u>1.07</u>

At September 30, 2011, the range of exercise prices and the weighted average remaining contractual life of the warrants outstanding were \$0.25 to \$3.00 and .50 years, respectively. The intrinsic value of the warrants exercisable at September 30, 2011 was zero.

Note 8 – Subsequent events

In preparing the financial statements, the Company has evaluated events and transactions for potential recognition or disclosure through November 21, 2011. The Company not aware of any subsequent events required to be disclosed.

EXHIBIT B

PURCHASE AND SALES AGREEMENT

PURCHASE AND SALE AGREEMENT

Private and Confidential

THIS PURCHASE AND SALE AGREEMENT (the "Agreement"), made as of the last date executed below (the "Effective Date"), by and among Automotive Resource Networks, Inc., a corporation with a principal address of 375 Park Avenue, Suite 2607, New York, NY 10152 ("Buyer"), Kevin Bobryk, an individual with an address of 24 SIR Bedevere Place Markham, Ontario, Canada, L3P 2W2 ("Mr. Bobryk"), Kofalt Limited, a Bahamian corporation with a principal address of ADPO 0832-1665 World Trade Center, Panama City, Panama ("Kofalt" and together with Mr. Bobryk, the "Sellers" and each, a "Seller"), and Diversity Group International Inc., a public vehicle organized in the state of Florida and traded under the symbol "DGIN" with a principal address of #1818, 600 NE 36th Street, Miami FL 33137 (the "Company" and together with Buyer and Sellers, the "Parties" and each, a "Party").

WITNESSETH:

WHEREAS, the Company has authorized one billion two hundred million (1,200,000,000) shares of common stock, par value \$.001 per share (the "Common Stock"), of which nine hundred seventy eight million two hundred eleven thousand nine hundred and twenty five (978,211,925) are issued and outstanding;

WHEREAS, Sellers own in the aggregate a majority of the shares of Common Stock of the Company in the amount of six hundred sixty seven million one hundred sixty two thousand (667,162,000) shares of Common Stock (the "Seller Shares"), which represents approximately 68% of the shares of the Company's issued and outstanding capital stock; and

WHEREAS, Sellers wish to sell to Buyer, and Buyer wishes to purchase from Sellers, the Seller Shares.

NOW, THEREFORE, in consideration of the mutual promises, covenants and representations contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions hereof, the Parties hereby agree as follows:

1. Agreement to Purchase and Sell. Sellers hereby agree to sell to Buyer, and Buyer agrees to purchase from Sellers, the Seller Shares in exchange for an aggregate of one hundred twenty five thousand and 00/100 United States dollars (USD125,000) (the "Purchase Price"), of which fifty thousand and 00/100 United States dollars (USD50,000) is payable in cash (the "Cash Payment") and seventy five thousand and 00/100 United States dollars (USD75,000) is payable in the form of a ninety (90) day promissory note substantially in the form attached hereto as Exhibit A (the "Note"), according to the terms and conditions set forth in Section 2 hereof.

2. Closing. The Parties shall perform the following:

(a) On or about two (2) business days from the Effective Date (the "Closing Date"):

(i) The Parties shall enter into an escrow agreement substantially in the form attached hereto as Exhibit B (the "Escrow Agreement") with the Escrow Agent (as defined herein);

(ii) Buyer shall deposit the Cash Payment, the Note, and fully executed documentation, including, without limitation, the Agreement, that completely effectuates the transfer of the Seller Shares, to Lucosky Brookman LLP, a limited liability partnership with a principal address of 33 Wood Avenue South, 6th Floor, Iselin, NJ 08830 (the "Escrow Agent"). The Cash Payment shall be deposited into an account of the Escrow Agent having the wire instructions set below:

Name of Bank: HSBC Bank USA, N.A.

Address of Bank: 915 St. George Avenue
Woodbridge, NJ 07095

Name of Account: Lucosky Brookman LLP
Operating Account

ABA Routing Number: 021001088

Account Number: 387008497

SWIFT Code: MRMDUS33

(for international wire transfers only)

(iii) Sellers shall deposit into escrow with the Escrow Agent the certificate(s) representing their respective Seller Shares (the "Escrowed Stock"), with valid signed stock powers, together with fully executed documentation, including, without limitation, the Agreement and a resolution of the Board of Directors of the Company (the "Board") demonstrating signature authority if the Seller Shares are in the name of a legal entity, necessary to effectuate the transfer of the Seller Shares. In lieu of having the stock powers medallion guaranteed, Sellers shall enter into that certain indemnification agreement substantially in the form attached hereto as Exhibit C; and

(iv) Sellers shall cause the Board to execute a resolution approving the terms of this Agreement and recommending to the shareholders of the Company the approval of this Agreement and the transactions contemplated herein (the "Closing"). Such resolution shall also include resignations, as of the Closing Date, of the directors and officers of the Company, and the appointment of Buyer, or Buyer's designee(s), as director(s) and officer(s) of the Company, effective as of the Closing Date (the "Appointment"); and

(v) Sellers shall make available to Buyer true and correct copies of all of the Company's business, financial and corporate records, including, without limitation, correspondence files, bank statements, tax records, checkbooks, minutes of shareholder and directors meetings, financial statements for the period commencing on the date of the latest financial statements provided to Buyer and ending on one (1) business after the Closing Date, a current shareholder list, stock transfer records, and agreements and contracts of the Company (collectively, the "Records").

(b) On the Closing Date:

(i) Pursuant to the terms and conditions of the Escrow Agreement, the Escrow Agent shall release the Cash Payment to Sellers by wire transfer to the respective bank accounts, and in the respective amounts, and set forth in Schedule 2(b) hereto, and deliver the Note to the Sellers in the respective amounts set forth in Schedule 2(b) hereto;

(ii) Pursuant to the terms and conditions of the Escrow Agreement, the Escrow Agent shall release the Escrowed Stock to Buyer;

(iii) The Escrow Agent shall deliver counterpart signatures to all documents, agreements, certificates, etc. necessary to effectuate the transactions contemplated herein; and

(iv) Sellers shall deliver to Buyer the Appointment.

3. Transfer Agent. Buyer agrees that Routh Stock Transfer (the "Transfer Agent") shall have full power and authority to act on behalf of the Company in connection with the issuance, transfer, exchange and replacement of all of the Company's stock certificates. Sellers shall pay all fees due to the Transfer Agent prior to Closing.

4. Representations and Warranties of the Company and Sellers. Each of the Company and each Seller (together, the "Seller Parties" and each, a "Seller Party"), hereby jointly and severally represents and warrants to Buyer that all of the statements in the following paragraphs of this Section 4 are accurate and complete as of the Effective Date and as of the Closing Date (except otherwise stated in the disclosure schedules hereto):

(a) Due Incorporation; Good Standing. The Company is duly incorporated, validly existing and in good standing in the State of Florida and has the requisite corporate power and authority to own its properties and to carry on its business as presently conducted. The Company is duly qualified as a foreign corporation to do business and is in good standing in each jurisdiction where the nature of the business conducted or property owned by it makes such qualification necessary, other than those jurisdictions in which the failure to so qualify would not have a Material Adverse Effect.. For purposes of this Agreement, a "Material Adverse Effect" shall mean a material adverse effect on the financial condition, results of operations, prospects, properties or business

of the Company and its Subsidiaries (as defined herein) taken as a whole;

(b) Full Power and Authority. Seller Party has the requisite power, authority and legal capacity, as applicable, to enter into this Agreement and any other agreements or instruments delivered or required to be delivered together with or pursuant to this Agreement or in connection herewith (together with the Agreement, the "Transaction Documents") and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance of this Agreement and the other Transaction Documents by Seller Party, and the consummation by Seller Party of the transactions contemplated hereby and thereby, have been duly authorized by all necessary action, and no further consent or authorization of Seller Party, or its board of directors, manager(s), trustee, shareholders, partners, members or beneficiaries, as applicable, is required. This Agreement and the other Transaction Documents have been duly authorized, executed and delivered by Seller Party and constitutes, or shall constitute, when executed and delivered, a valid and binding obligation of Seller Party, enforceable against Seller Party in accordance with the terms hereof and thereof;

(c) Outstanding Stock. All issued and outstanding shares of capital stock and equity interests in the Company have been duly authorized and validly issued and are fully paid and non-assessable. The Company has not authorized or issued any senior securities;

(d) Capitalization and Additional Issuances. The authorized and outstanding capital stock of the Company on a fully diluted basis and the authorized and outstanding capital stock of the Subsidiaries and all outstanding rights to acquire or receive, directly or indirectly, any equity of the Company and/or the Subsidiaries as of the Effective Date and the Closing Date (including the Seller Shares) are set forth on Schedule 4(d) hereto. There are no options, warrants or rights to subscribe to securities, rights, understandings or obligations convertible into or exchangeable for or granting any right to or subscribe for any shares of capital stock or other equity interest of the Company or any of the Subsidiaries. The only officer, director, employee and consultant stock option or stock incentive plan or similar plan currently in effect or contemplated by the Company is described on Schedule 4(d) hereto. There are no entities or persons who have any past, present or future claims or rights with respect to any security of the Company. There are no outstanding agreements or preemptive or similar rights affecting the Company's capital stock;

(e) DTC Status; Shareholder List. The Company's transfer agent is a participant in, and the Common Stock is or shall be eligible for transfer pursuant to, the Depository Trust Company Automated Securities Transfer Program. The name, address, telephone number, fax number, contact person and email address of the Company transfer agent is set forth on Schedule 5(e) hereto. The shareholder list provided by the Transfer Agent to Buyer on August 15, 2011 is complete and correct and shall be fully reconcilable with the current records of the Depository Trust & Clearing Corporation (the "DTC"). In addition, the Company represents and warrants that the Company has not at any time acted as its own transfer agent.

(f) Title to Seller Shares. Seller is the record and beneficial owner and has sole managerial and

dispositive authority with respect to such Seller's Seller Shares being sold hereunder, and has not granted any person a proxy that has not expired or been validly withdrawn. The sale and delivery of the Seller Shares to Buyer pursuant to this Agreement will vest in Buyer full legal and valid title to the Seller Shares, free and clear of all liens, security interests, adverse claims or other encumbrances of any character whatsoever ("Encumbrances"), other than Encumbrances created by Buyer, if any, and restrictions on resales of the Seller Shares under applicable securities laws;

(g) Subsidiaries. As of the Closing Date, all of the Company's subsidiaries and the Company's ownership interests therein are set forth on Schedule 4(g) hereto (the "Subsidiaries"). The Company represents that it owns all of the equity of the Subsidiaries and rights to receive equity of the Subsidiaries, free and clear of all Encumbrances. No person or entity other than the Company has the right to receive any equity interest in the Subsidiaries. Neither the Company nor any of the Subsidiaries have been known by any other names for the five (5) years preceding the Effective Date;

(h) Property. The Company does not own any real estate and is not a party to any lease agreement, whether as lessor, lessee or guarantor;

(i) Appointments. Any and all directors and officers of the Company have previously resigned or been properly terminated on or prior to the Closing Date. The Company shall deliver to Buyer all documents necessary to demonstrate to all interested regulatory bodies and agencies the proper and lawful appointment of the directors to the Company's Board, election of officers and any and all prior resignations and/or terminations of former directors and officers of the Company. The Company has no employment contracts or agreements, whether written or oral, with any of its officers or directors, or with any consultants, employees or other like parties;

(j) No Violation or Conflict. Seller Party's performance of its obligations under this Agreement and the other Transaction Documents will not violate, conflict with, result in a breach of, or constitute a default (or an event which with the giving of notice or the lapse of time or both would be reasonably likely to constitute a default) under (A) the Articles of Incorporation or bylaws of the Company, (B) any decree, judgment, order, law, treaty, writ, rule, regulation or determination applicable to Seller Party of any court, governmental agency or body, or arbitrator having jurisdiction over Seller Party or over the properties or assets of Seller Party or any of its affiliates, (C) the terms of any bond, debenture, note or any other evidence of indebtedness, or any agreement, stock option or other similar plan, indenture, lease, license, mortgage, deed of trust or other instrument to which Seller Party or any of its affiliates is a party, by which Seller Party or any of its affiliates is bound, or to which any of the properties of Seller Party or any of its affiliates is subject or (D) the terms of any "lock-up" or similar provision of any underwriting or similar agreement to which Seller Party, or any of its affiliates, is a party, except the violation, conflict, breach or default of which would not have a Material Adverse Effect;

(k) **Consent.** No consent, approval, agreement, authorization or order of any person, party, court, governmental agency, authority or body, or arbitrator having jurisdiction over the Company, the Subsidiaries, Sellers or any of their respective affiliates, the OTC Markets or the Company's shareholders is required for the execution by Seller Parties of the Transaction Documents and compliance and performance by the Seller Parties of their respective obligations under the Transaction Documents. The Transaction Documents and the Company's performance of its obligations thereunder have been unanimously approved by the Company's Board in accordance with the Company's Articles of Incorporation and applicable law. Any such qualifications and filings will, in the case of qualifications, be effective upon Closing, and will, in the case of filings, be made within the time prescribed by law;

(l) **Compliance with Laws.** The Company is in full compliance with all laws applicable to it (including, without limitation and as applicable, with respect to securities, zoning, building, wages, hours, hiring, firing, promotion, equal opportunity, pension and other benefit, immigration, nondiscrimination, warranties, advertising or sale of products, trade regulations, anti-trust or control and foreign exchange or environmental, health and safety requirements);

(m) **Regulatory Actions.** No Seller Party nor any of such Seller Party's affiliates or associates, or any person or entity that was previously acted as an affiliate or associate, has engaged in any breach of federal or state securities laws or any regulation promulgated thereunder or otherwise by the Securities and Exchange Commission, Financial Industry Regulatory Authority, Financial Accounting Standards Board or any other regulatory or self-regulatory organization, whether domestic or foreign. No Seller Party is currently, nor has previously been at any time, been the subject of any regulatory, legal or equitable restraint or restriction, including, but not limited to, any stop trade order, cease and desist order or any other trading restrictions of any kind, nor has any Seller Party received any subpoenas or requests for information from any of the above mentioned regulatory bodies;

(n) **Material Information.** The periodic reports (the "Reports") posted with the OTC Disclosure and News Services and the Records contain all material information relating to the Company and its operations and financial condition as of their respective dates which information is required to be disclosed therein. There has been no Material Adverse Effect relating to the Company's business, financial condition or affairs since the last periodic report posted with the OTC Disclosure and News Services. Any and all information made available to Buyer, including, without limitation, financial statements, do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, taken as a whole, not misleading in light of the circumstances and when made;

(o) **No Undisclosed Liabilities, Events or Circumstances.** The Company has no liability or liabilities except as set forth in Schedule 4(o) hereto. No event or circumstance has occurred or exists with respect to the Company or its businesses, properties, operations or financial condition, that, under applicable law, rule or regulation, requires public disclosure or announcement by the Company but which has not been so publicly

announced or disclosed;

(p) Notes Payable. The Company has not issued any notes payable to any individual or entity nor guaranteed any liability of any affiliate or its or their affiliates' respective directors, officers, employees, shareholders or of a third party;

(q) Taxes. The Company is not liable in any manner for any income, real, personal, property or any other taxes to any federal, state, local or foreign governmental agencies, whether for itself or on behalf of any Seller or any third party. The Company has properly and timely filed all tax returns to any federal, state, local or other tax authority since inception;

(r) Other Expenses; No Disagreements with Accountants and Lawyers. The Company is not liable in any manner for any Edgar, accounting, auditing, legal, transfer agent or other public company fees, except as the result of the transactions contemplated hereby. There are no material disagreements of any kind presently existing, or reasonably anticipated by the Company to arise, between the Company and the accountants and lawyers previously and presently employed by the Company, including, but not limited to, disputes or conflicts over payment owed to such accountants and lawyers, nor have there been any such disagreements during the two years prior to the Closing Date;

(s) Solvency. Based on the financial condition of the Company as of the Closing Date, and subject to the assumption of continuing as a going concern, (i) the Company's fair saleable value of its assets exceeds the amount that will be required to be paid on or in respect of the Company's existing debts and other liabilities (including known contingent liabilities) as they mature; (ii) the Company's assets do not constitute unreasonably small capital to carry on its business for the current fiscal year as now conducted and as proposed to be conducted, including its capital needs taking into account the particular capital requirements of the business conducted by the Company, and projected capital requirements and capital availability thereof; and (iii) the current cash flow of the Company, together with the proceeds the Company would receive, were it to liquidate all of its assets, after taking into account all anticipated uses of the cash, would be sufficient to pay all amounts on or in respect of its debt when such amounts are required to be paid. The Company does not intend to incur debts beyond its ability to pay such debts as they mature (taking into account the timing and amounts of cash to be payable on or in respect of its debt);

(t) Litigation. There is no pending or threatened action, claim, suit, proceeding, inquiry, investigation or labor dispute (whether or not purportedly on behalf of Seller Party) before any court, governmental agency or body, mediator or arbitrator having jurisdiction over Seller Party, any of its affiliates or any of their respective assets, at law or in equity, that would affect the execution by Seller Party or the complete and timely performance by Seller Party of its obligations under the Transaction Documents;

(u) No Broker. No Seller Party, nor any of their respective officers, directors, shareholders, agents,

representatives or employees, as applicable, has employed or engaged any broker or finder or incurred any liability for any brokerage fees, commissions or finders' fees in connection with the transactions contemplated by this Agreement and the other Transaction Documents, and each Seller Party hereby indemnifies Buyer against any Losses (as defined herein) arising from the breach of this Section 4(u);

(v) Listing. The Company's common stock is quoted on the OTC Markets under the symbol "DGIN". The Company has not received any pending oral or written notice that its common stock is not eligible nor will become ineligible for quotation on the OTC Markets nor that its common stock does not meet all requirements for the continuation of such quotation;

(w) Investment Company. Neither the Company nor any affiliate of the Company is an "investment company" within the meaning of the Investment Company Act of 1940, as amended;

(x) Foreign Corrupt Practices. No Seller Party or agent or other person acting on behalf of Seller Party, has (i) directly or indirectly, used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses related to foreign or domestic political activity, (ii) made any unlawful payment to foreign or domestic government officials or employees or to any foreign or domestic political parties or campaigns from corporate funds, (iii) failed to disclose fully any contribution made by Seller Party (or made by any person acting on its behalf of which Seller Party is aware) which is in violation of law, or (iv) violated in any material respect any provision of the Foreign Corrupt Practices Act of 1977, as amended;

(y) Shell Company Status. The Company is not, and to the best knowledge of the Sellers, after due inquiry, has never been a shell company as defined in Rule 405 of Securities Act of 1933, as amended (the "Securities Act");

(z) Reliance by Buyers. The representations and warranties set forth in this Section 4, whether individually or taken together, do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained herein and therein, when taken together, not misleading, and there is no fact which materially and adversely affects the business, operations or financial condition of the Company. Each Seller Party agrees that Buyer may rely on the representations set forth in this Section 4 notwithstanding any investigation Buyer may have made; and

(aa) Survival. The foregoing representations and warranties shall survive the Closing Date.

5. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Sellers that the statements in the following paragraphs of this Section 5 are all accurate and complete as of the Effective Date and shall be true and complete as of the Closing Date:

(a) Full Power and Authority. Buyer has full power and authority to enter into this Agreement;

(b) **Restricted Securities.** Buyer understands that the Seller Shares are characterized as “restricted securities” under the Securities Act inasmuch as they were acquired from the Sellers in a transaction not registered under the Securities Act;

(c) **Seller Shares.** The Seller Shares to be purchased by Buyer hereunder will be acquired for investment for Buyer’s own account, not as a nominee or agent, and not with a view to the public resale or distribution thereof, and Buyer has no present intention of selling, granting any participation in, or otherwise distributing the same;

(d) **Investment Experience.** Buyer understands that the purchase of the Seller Shares involves substantial risk. Buyer has:

(i) experience as a purchaser in securities of companies in the development stage and acknowledges that it can bear the economic risk of its investment in the Company; and

(ii) such knowledge and experience in financial, tax and business matters so as to enable Buyer to evaluate the merits and risks of an investment in the Company to protect Buyer’s own interests in connection with the investment and to make an informed investment decision with respect thereto;

(e) **No Oral Representations.** No oral or written representations have been made other than or in addition to those stated in this Agreement. Buyer is not relying on any oral statements made by a Seller Party, or a Seller Party’s representatives, employees or affiliates in purchasing the Seller Shares; and

(f) **Information about the Company.** Buyer has been given the opportunity to ask questions of, and receive answers from, the Company and the Sellers concerning the condition of the Company and the Seller Shares and other matters pertaining to the transactions contemplated herein.

6. **Indemnification.**

(a) In consideration of this Agreement, each of the Company and each Seller covenants and agrees, jointly and severally, for itself and its affiliates and their respective officers, directors, employees, agents, representatives, successors, assigns, executors and heirs, as applicable (collectively the “**Representatives**”), that the Sellers shall indemnify and hold harmless Buyer’s Representatives from and against any and all losses, damages, fees, costs, expenses, obligations and liabilities (collectively, the “**Liabilities**”) or actions, investigations, inquiries, arbitrations, claims or other governmental or administrative agency proceedings in respect thereof, including enforcement of this Agreement and the other Transaction Documents (collectively, the “**Actions**” and together with the Liabilities, the “**Losses**”) which are incurred as a result of any of Seller’s or Seller’s Representatives’ breach of this Agreement or any of the other Transaction Documents, including, but

not limited to, the breach of any representations, warranties and/or covenants set forth herein and therein. Without limiting the foregoing, Losses include, but are not limited to, all reasonable legal fees, court costs and other expenses incurred in connection with investigating, preparing, defending, paying, settling or compromising any suit in law or equity arising out of this Agreement and/or other Transaction Document.

(b) In consideration of this Agreement, Buyer covenants and agrees, for itself and its Representatives, that Buyer shall indemnify and hold harmless Seller and its Representatives from and against any and all Losses which are incurred as a result of Buyer or any of Buyer's Representatives' breach of this Agreement, including, but not limited to, the breach of any representations, warranties and/or covenants set forth herein.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed entirely within such State without giving effect to any choice or conflict of law provision that would cause the application of the laws of any other jurisdiction other than the State of New York.

8. Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns, or heirs and executors, as applicable, of the Parties.

9. Counterparts/Execution. This Agreement may be executed in any number of counterparts and by the different signatories hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument. This Agreement may be executed by facsimile transmission, PDF, electronic signature or other similar electronic means with the same force and effect as if such signature page were an original thereof.

10. Headings. The headings used in this Agreement are for convenience of reference only and shall not be deemed to limit, characterize or in any way affect the interpretation of any provision of this Agreement.

11. Costs, Expenses. Except as expressly stated herein, each Party hereto shall bear its own costs in connection with the preparation, execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated herein and therein.

12. Modifications and Waivers. No change, modification or waiver of any provision of this Agreement shall be valid or binding unless it is in writing, dated subsequent to the Effective Date, and signed by all Parties. No waiver of any breach, term, condition or remedy of this Agreement by any Party shall constitute a subsequent waiver of the same or any other breach, term, condition or remedy. All remedies, either under this Agreement, by law or otherwise afforded Buyer shall be cumulative and not alternative.

13. Severability. In the event that any term or provision of this Agreement shall be finally determined to be

superseded, invalid, illegal or otherwise unenforceable pursuant to applicable law by an authority having jurisdiction and venue, that determination shall not impair or otherwise affect the validity, legality or enforceability: (i) by or before that authority of the remaining terms and provisions of this Agreement, which shall be enforced as if the unenforceable term or provision were deleted, or (ii) by or before any other authority of any of the terms and provisions of this Agreement.

14. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, agreements, understandings, duties or obligations between the Parties with respect to the subject matter hereof, whether written or oral.

15. **Further Assurances.** From and after the Effective Date, upon the request of Buyer or Sellers, Buyer and Sellers shall use their respective best efforts to execute and deliver such instruments, documents or other writings as may be reasonably necessary or desirable to confirm and carry out and fully effectuate the intent and purposes of this Agreement.

16. **Notices.** All notices or other communications required or permitted by this Agreement shall be in writing and shall be deemed to have been duly received:

- (a) if given by fax or email, when transmitted and the appropriate confirmation received, as applicable, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission;
- (b) if given by certified or registered mail, return receipt requested, postage prepaid, three business days after being deposited in the U.S. mails; and
- (c) if given by courier, messenger or other means, when received or personally delivered and, in any such case, addressed as indicated herein, or to such other addresses as may be specified by any such Party to the other Parties pursuant to notice given by such Party in accordance with the provisions of this Section 16.

17. **Insider Trading.** Seller and Buyer hereby certify that they have not themselves, nor through any of their respective Representatives or third parties, purchased or caused to be purchased in the public marketplace, any publicly traded shares of the Company. Sellers and Buyer further certify they have not communicated the nature of the transactions contemplated by the Agreement, are not aware of any disclosure of non-public information concerning said transactions, and are not a party to any insider trading of any shares of the Company.

18. **Binding Arbitration.** In the event of any dispute, claim, question or disagreement arising from or

relating to this Agreement or the breach thereof, the Parties shall use their commercially reasonable best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a reasonably just and equitable solution satisfactory to all Parties. If they do not reach such a solution within a period of sixty (60) days, then, upon notice by any Party to the other Parties, all disputes, claims, questions or disagreements shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection, and judgment on any award rendered by the arbitrator(s) shall be binding and may be entered in any court having jurisdiction thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date written below.

SELLER


KEVIN BOBRYK



Date: August 15, 2011

BUYER

AUTOMOTIVE RESOURCE NETWORKS, INC.

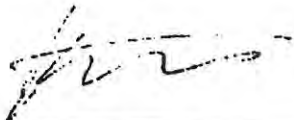
By: 

Name: Kathleen Robertson
Title: Chief Executive Officer

Date: August 15, 2011

SELLER

KOFALT LIMITED

By: 

Name: John Nemanic
Title: Managing Member

Date: August 15, 2011

THE COMPANY

DIVERSITY GROUP INTERNATIONAL INC.

By: 

Name: Kevin Bobryk
Title: CEO, Director

Date: August 15, 2011

SCHEDULE 2(B)

WIRE INSTRUCTIONS

Name of Bank : US Bank
Bank Address : 950 17th Street, Denver, Colorado 80202
BSB : n/a
Swift Code : USBKUS44IMT
ACN : 103679116485
Transmittal No. : 102000021
Account : Diane D. Dalmy
Account : 103679116485

SCHEDULE 4(d)

CAPITALIZATION AND ADDITIONAL ISSUANCES

Shareholder List

See attached.

Shareholders 2011 Stock Activity:

Diversity Group International Inc.

2011 stock activity summary

Balance, December 31, 2010	82,603,034
Shares issued for cash	216,980,770
Shares issued for services	400,000,000
Shares issued due to anti dilution	225,000,000
Shares issued from conversion	53,629,556
Fraction shares	(1,435)
Balance, August 15, 2011	978,211,925

Convertible Debt

Name	Date	Principle Amount	Interest	Convertible
Ad Astra Holdings	05-27-10 to 04-28-11	\$93,379.82	Yes, 12% and 13% per Annum	Yes, \$0.0003 per share
Kevin Bobryk back pay	07-25-11	\$476,000	Yes, 13% per Annum	Yes, \$0.0003 per share
Kevin Bobryk SHL	12-31-09	\$14,671	No	Yes, \$0.0003 per share
Glenn Boyd back pay	07-25-11	\$347,000	Yes, 13% per Annum	Yes, \$0.0003 per share
Brandi Jasmine back pay	08-25-10 to 07-25-11	\$30,543.67	Yes, 13% per Annum	Yes, \$0.0003 per share

Warrants:

DGI

Warrant listing

	Grant Date	Vest Date	Expiration Date	Exercise Price	8/15/2011 Balance
Warrants					
1/1/09 - 12/31/09					
Les	4/15/2009	4/15/2009	4/1/2012	\$ 0.25	125,000
Les	4/15/2009	4/15/2009	4/1/2012	\$ 0.50	125,000
Les	4/15/2009	4/15/2009	4/1/2012	\$ 1.00	250,000
Les	4/15/2009	4/15/2009	4/1/2012	\$ 3.00	100,000
Total					<u>600,000</u>

SCHEDULE 4(o)

LIABILITIES

Loans and Convertible Debt

Name	Date	Principle Amount	Interest	Convertible
Jeffery David	09-19-08	\$10,000	Yes, 24% per Annum	No
Ad Astra Holdings	05-27-10 to 04-28-11	\$93,379.82	Yes, 12% and 13% per Annum	Yes, \$0.0003 per share
Kevin Bobryk back pay	07-25-11	\$476,000	Yes, 13% per Annum	Yes, \$0.0003 per share
Kevin Bobryk SHL	12-31-09	\$14,671	No	Yes, \$0.0003 per share
Glenn Boyd back pay	07-25-11	\$347,000	Yes, 13% per Annum	Yes, \$0.0003 per share
Brandi Jasmine back pay	08-25-10 to 07-25-11	\$30,543.67	Yes, 13% per Annum	Yes, \$0.0003 per share
Total Debt		\$971,594.49		

SCHEDULE 4(g)

SUBSIDIARIES

SCHEDULE 5(e)

TRANSFER AGENT

Routh Stock Transfer
6860 North Dallas Parkway, Suite 200
Plano, Texas 75024
Attn: J. Freeman
Tel: (972) 381-2782
Fax: (972) 381-2783
eFax: (972) 767-4243
Email: jfreeman@routhtransfer.com

EXHIBIT C

SHARE EXCHANGE AGREEMENT

SHARE EXCHANGE AGREEMENT

This SHARE EXCHANGE AGREEMENT (the "Agreement") is entered into as of the 7th day of September, 2011 by and among **Diversity Group International, Inc.**, a Florida corporation ("DGIN"), **The Automotive Resource Network, Inc.**, a Wyoming corporation ("ARN"), and Ms. Kathleen Robertson, an individual and sole shareholder of ARN (the "ARN Shareholder" and together with ARN and DGIN, the "Parties" and each, a "Party").

WHEREAS, the ARN Shareholder owns 10,000,000 shares (the "ARN Shares") of common stock of ARN ("ARN Common Stock"), which constitutes 100% of the issued and outstanding shares of ARN Common Stock;

WHEREAS, the ARN Shareholder believes that it is in her best interests to exchange (the "Exchange") all of the ARN Shares for the Exchange Share (as defined herein);

WHEREAS, DGIN believes it is in its best interests and that of its shareholders to acquire all of the ARN Shares in exchange for the issuance of the Exchange Share, all upon the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, it is the intention of the Parties that the Exchange qualify as a tax-free organization under Section 368(a)(1)(B) of the United States Internal Revenue Code of 1986, as amended, and a transaction in securities exempt from registration or qualification under the Securities Act of 1933, as amended (the "Securities Act").

NOW THEREFORE, on the stated premises and for and in consideration of the mutual covenants and agreements hereinafter set forth and the mutual benefits to the Parties to be derived herefrom, and intending to be legally bound hereby, the Parties hereby agree as follows:

ARTICLE I SHARE EXCHANGE

Section 1.01 Incorporation of Recitals. The recitals set forth hereinabove are incorporated herein by this reference with the same force and effect as if fully set forth hereinafter.

Section 1.02 The Exchange.

(a) On the terms and subject to the conditions set forth in this Agreement, the ARN Shareholder shall assign, transfer and deliver, free and clear of all Liens (as defined herein), all of the ARN Shares in exchange for one (1) share of Series B Preferred Stock, par value \$.001 per share (the "Exchange Share"), of DGIN, which shall be free and clear of any and all Liens.

(b) As the result of the Exchange, (i) DGIN shall acquire 100% of the issued and outstanding shares of ARN Common Stock and ARN shall become a wholly owned subsidiary of DGIN and (ii) the ARN Shareholder shall have received the Exchange Share which shall have voting rights equal to 51% of the total issued and outstanding Capital Stock eligible to vote.

(c) As a result of the Exchange, DGIN covenants to create and distribute the Exchange Share for the benefit of the ARN Shareholder within thirty (30) days of the date hereof (“Closing”).

Section 1.03 Mechanics. To consummate the Exchange, the ARN Shareholder shall surrender her stock certificate representing the ARN Shares (the “ARN Stock Certificate”) to DGIN, or its registrar or transfer agent, and be entitled to receive, upon Closing, a certificate or certificates evidencing the Exchange Share. Notwithstanding the foregoing, the Exchange shall be effective regardless of whether or not the ARN Shareholder surrenders the ARN Stock Certificate to DGIN, or its registrar or transfer agent. The only rights that the ARN Shareholder shall have with respect to the ARN Stock Certificate after the consummation of the Exchange is to receive the Exchange Share.

ARTICLE II REPRESENTATIONS AND WARRANTIES OF ARN

ARN represents and warrants to DGIN that, as of the date hereof, except for those representations and warranties that speak of a different date:

Section 2.01. Incorporation. ARN is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Wyoming and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now conducted;

Section 2.02 Authorization. The execution and delivery of this Agreement, and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action, including action by the board of directors and action by the shareholders, as required by applicable law. This Agreement has been duly executed by an authorized signatory;

Section 2.03. Enforceability. This Agreement constitutes a legal, valid, and binding obligation of ARN, enforceable against ARN in accordance with its terms, except as may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors’ rights generally, or principles of equity;

Section 2.04. No Conflicts. The execution and delivery of this Agreement by ARN and the performance by ARN of its obligations hereunder in accordance with the terms hereof (i) will not require the consent of any third party or governmental entity under any laws, and (ii) will not violate any laws applicable to ARN.

Section 2.05. No Litigation. (a) There is no pending or threatened judicial or administrative proceeding or investigation affecting it that (i) if resolved adversely to it would have a material adverse effect on its business, or (ii) could reasonably be expected to impair its ability to consummate the Exchange, and (b) it is not aware of any judicial or administrative decision affecting it that could reasonably be expected to impair its ability to consummate the Exchange; and

Section 2.06. Capitalization. The authorized shares consist solely of 100,000,000 shares of ARN Common Stock, of which 10,000,000 shares of ARN Common Stock are issued are

outstanding, and there are no outstanding options, warrants or other rights to purchase ARN Common Stock.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE ARN SHAREHOLDER

The ARN Shareholder represents and warrants to DGIN that, as of the date hereof, except for those representations and warranties that speak of a different date:

Section 3.01 Good Title. The ARN Shareholder is the record and beneficial owner, and has good title to, the ARN Shares, with the full right and authority to sell and deliver such ARN Shares, free and clear of any and all liens, encumbrances, pledges, security interests, claims, charges, options, rights of first refusal, proxies, voting trusts, or agreements, transfer restrictions under any equity holder or similar agreement or any other restriction or limitation whatsoever, including any contract granting any of the foregoing (collectively, "Liens"), to DGIN pursuant to the Exchange. DGIN, as the new owner of such ARN Shares, will receive good title to such ARN Shares, free and clear of all Liens;

Section 3.02 Power; Enforceability. The ARN Shareholder is of majority age and has the legal capacity to execute and deliver this Agreement and consummate the transactions contemplated hereby, and to perform her obligations under this Agreement. This Agreement constitutes a legal, valid, and binding obligation of the ARN Shareholder, enforceable against the ARN Shareholder in accordance with its terms, except as may be limited by bankruptcy, moratorium or other similar laws affecting the enforcement of creditors' rights generally, or principles of equity;

Section 3.03 No Conflicts. The execution and delivery of this Agreement by the ARN Shareholder and the performance by the ARN Shareholder of her obligations hereunder in accordance with the terms hereof (i) will not require the consent of any third party or governmental entity under any laws, (ii) will not violate any laws applicable to the ARN Shareholder or the ARN Shares and (iii) will not violate or breach any contractual obligation to which the ARN Shareholder is a party or under which the ARN Shares are bound;

Section 3.04 Acquisition of the Exchange Share for Investment.

(a) Purchase Entirely for Own Account. The Exchange Share proposed to be acquired by the ARN Shareholder hereunder will be acquired for investment for her own account and not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and the ARN Shareholder has no present intention of selling, granting any participation in or otherwise distributing the Exchange Share, except in compliance with applicable securities laws. The ARN Shareholder further represents that she does not have any contract, undertaking, agreement or arrangement with any Person to sell, transfer or grant participation to such Person with respect to the Exchange Share. For purposes of this Agreement, "Person" means any individual, partnership,

corporation, association, joint stock company, trust, joint venture, unincorporated organization or governmental entity (or any department, agency or political subdivision thereof) or other entity.

(b) The ARN Shareholder (i) can bear the economic risk of her investment and (ii) possesses such knowledge and experience in financial and business matters that she is capable of evaluating the merits and risks of her investment in DGIN and its securities.

(c) The ARN Shareholder understands that the Exchange Share is not registered under the Securities Act and that the issuance hereof to the ARN Shareholder is intended to be exempt from registration under the Securities Act pursuant to Regulation D promulgated thereunder ("Regulation D"). The ARN Shareholder is an "accredited investor," as such term is defined in Rule 501 of Regulation D or, if not an accredited investor, otherwise meets the suitability requirements of Regulation D and Section 4(2) of the Securities Act ("Section 4(2)"). The certificate representing the Exchange Share issued to the ARN Shareholder shall be endorsed with the following legends, in addition to any other legend required to be placed thereon by applicable Securities Laws (as defined herein):

"THIS SECURITY HAS BEEN ACQUIRED FOR INVESTMENT AND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED ("SECURITIES ACT"), OR APPLICABLE STATE SECURITIES OR "BLUE SKY" LAWS."

"TRANSFER OF THESE SECURITIES IS PROHIBITED UNLESS A REGISTRATION STATEMENT UNDER THE SECURITIES ACT WITH RESPECT TO SUCH SECURITY SHALL THEN BE IN EFFECT AND SUCH TRANSFER HAS BEEN QUALIFIED UNDER ALL APPLICABLE STATE SECURITIES OR "BLUE SKY" LAWS, OR AN EXEMPTION THEREFROM SHALL BE AVAILABLE UNDER THE ACT AND SUCH LAWS."

(d) The ARN Shareholder acknowledges that neither the Securities and Exchange Commission (the "SEC"), nor the securities regulatory body of any state or other jurisdiction, has received, considered or passed upon the accuracy or adequacy of the information and representations made in this Agreement;

(e) The ARN Shareholder acknowledges that she has carefully reviewed such information as she has deemed necessary to evaluate an investment in DGIN and its securities. To the full satisfaction of the ARN Shareholder, she has been furnished all materials that she has requested relating to DGIN and the issuance of the Exchange Share hereunder. Notwithstanding the foregoing, nothing herein shall derogate from or otherwise modify the representations and warranties of DGIN set forth in this Agreement, on which the ARN Shareholder has relied in making an exchange of the ARN Shares for the Exchange Share;

(f) The ARN Shareholder understands that the Exchange Share may not be sold, transferred, or otherwise disposed of without registration under the Securities Act or an exemption therefrom, and that in the absence of an effective registration statement covering the Exchange Share or any available exemption from registration under the Securities Act, the Exchange Share may have to be held indefinitely. The ARN Shareholder further acknowledges that the Exchange Share may not be sold pursuant to Rule 144 promulgated under the Securities Act unless all of the conditions of Rule 144 are satisfied, including, without limitation, DGIN's compliance with the reporting requirements under the Exchange Act; and

Section 3.05 Additional Legend; Consent. Additionally, the Exchange Share will bear any legend required by the "blue sky" laws of any state to the extent such laws are applicable to the securities represented by the certificate so legended. The ARN Shareholder consents to DGIN making a notation on its records or giving instructions to any transfer agent of the Exchange Share in order to implement the restrictions on transfer of the Exchange Share.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF DGIN

DGIN represents and warrants to ARN and the ARN Shareholder that, as of the date hereof, except for those representations and warranties that speak of a different date,:

Section 4.01 Organization; Authority.

(a) DGIN is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Florida and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now conducted and as currently proposed to be conducted. DGIN is duly qualified or authorized to do business and is in good standing under the laws of each jurisdiction in which it owns or leases real property and each other jurisdiction in which the conduct of its business or the ownership of its properties requires such qualification or authorization. DGIN has made available to ARN and the ARN Shareholder true, complete and accurate copies of its articles of incorporation and by-laws, and any amendments thereto or restatements thereof, as in effect on the date hereof;

(b) The execution and delivery of this Agreement does not, and the consummation of the transactions contemplated hereby will not, violate any provision of the articles of incorporation or by-laws of DGIN. DGIN has full power and authority to enter into this Agreement and consummate the transactions contemplated hereby; and

(c) This Agreement constitutes the valid and binding obligation of DGIN, enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally, or principles of equity.

Section 4.02 Capitalization.

As of the date hereof, (i) the authorized shares of DGIN consist solely of 1,200,000,000 shares of common stock, \$0.001 par value per share ("DGIN Common Stock"), of which 978,211,925 shares are outstanding, (ii) and there are no outstanding options, warrants or other rights to purchase DGIN Common Stock, and (iii) there are no other classes of shares of DGIN authorized or outstanding.

ARTICLE V

COVENANTS

Section 5.01 Securities Law Compliance. Each of DGIN and ARN understands and agrees that the consummation of this Agreement, including the issuance of the Exchange Share to the ARN Shareholder in exchange for the ARN Shares upon Closing as contemplated hereby, constitutes the offer and sale of securities under the Securities Act and applicable state statutes. Each of DGIN and ARN agrees that such transactions shall be consummated in reliance on exemptions from the registration requirements of such statutes, which depend, among other items, on the circumstances under which such securities are acquired. Furthermore, in connection with the transactions contemplated by this Agreement, DGIN and ARN shall each *file*, with the assistance of the other and their respective legal counsel, such notices, applications, reports or other instruments as may be deemed by them to be necessary or appropriate in an effort to document reliance on such exemptions, and the appropriate regulatory authority in the state where the ARN Shareholder resides, unless an exemption requiring no filing is available in such jurisdiction, all to the extent and in the manner as may be deemed by the Parties to be appropriate.

Section 5.03 Further Assurances. Subject to the terms and conditions herein provided, each Party shall use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective this Agreement and the transactions contemplated herein.

ARTICLE VI

INDEMNIFICATION

Section 6.01. ARN shall indemnify and hold harmless DGIN and its officers, directors and agents from and against any and all losses, damages, fees, costs, expenses, obligations and liabilities (collectively, the "Liabilities") or actions, investigations, inquiries, arbitrations, claims or other governmental or administrative agency proceedings in respect thereof, including enforcement of this Agreement (collectively, the "Actions" and together with the Liabilities, the "Losses"), arising out of or based on (i) any material inaccuracy appearing in, or misrepresentations made hereunder or (ii) a material breach of any covenant or agreement in this Agreement or any related agreement.

Section 6.02. DGIN shall indemnify ARN and its officers, directors and agents, and the ARN Shareholder, from and against any and all Loss to which it or she may become subject arising

out of or based on (i) any material inaccuracy appearing in, or misrepresentations made hereunder or (ii) a material breach of any covenant or agreement in this Agreement or any related agreement.

Section 6.03. Without limiting the foregoing, Losses include, but are not limited to, all reasonable legal fees, court costs and other expenses incurred in connection with investigating, preparing, defending, paying, settling or compromising any suit in law or equity arising out of this Agreement.

Section 6.04. The indemnification provided for in this Article VI shall survive the consummation of the transactions contemplated hereby.

ARTICLE VII

MISCELLANEOUS

Section 6.01 Brokers. Each Party agrees that there were no finders or brokers involved in bringing the Parties together or who were instrumental in the negotiation, execution or consummation of this Agreement. Each Party agrees to indemnify the other against any claim by any third Person for any commission, brokerage or finder's fee arising from the transactions contemplated hereby based on any alleged agreement or understanding between the indemnifying party and such third Person, whether express or implied, from the actions of the indemnifying party.

Section 6.02 Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York. Each Party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the city of New York, Borough of Manhattan, 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.

Section 6.03 Notices. All notices or other communications required or permitted by this Agreement shall be in writing and addressed as follows

If to ARN, to:

375 Park Avenue, Suite 2607
New York, NY 10152
Attention: Kathleen Robertson, CEO
Fax: _____

If to the ARN:
Shareholder, to

c/o Automotive Resource Network, Inc.
375 Park Avenue, Suite 2607
New York, NY 10152
Fax: _____

If to DGIN, to:

375 Park Avenue, Suite 2607
New York, NY 10152
Attention: Kathleen Robertson, President and CEO
Fax: _____

or such other addresses as shall be furnished in writing by any Party in the manner for giving notices hereunder.

Notice shall be deemed to have been duly received:

(a) if given by fax or email, when transmitted and the appropriate confirmation received, as applicable, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission;

(b) if given by certified or registered mail, return receipt requested, postage prepaid, three business days after being deposited in the U.S. mail; and

(c) if given by courier, messenger or other means, when received or personally delivered and, in any such case, addressed as indicated herein, or to such other addresses as may be specified by any Party to the other Parties pursuant to notice given by such Party in accordance with the provisions of this Section 6.03.

Section 6.04 Attorney's Fees. In the event that any Party institutes any action or suit to enforce this Agreement or to secure relief from any default hereunder or breach hereof, the prevailing Party shall be reimbursed by the losing Party for all costs, including, without limitation, reasonable attorneys' fees, incurred in connection therewith and in enforcing or collecting any judgment rendered therein.

Section 6.05 Third Party Beneficiaries. This contract is strictly between ARN, DGIN and the ARN Shareholder and, except as specifically provided, no other Person shall be deemed to be a third party beneficiary of this Agreement.

Section 6.06 Expenses. Each of DGIN and ARN shall bear their own respective expenses, including legal, accounting and professional fees, incurred in connection with this Agreement and any other agreements in connection therewith, the Exchange or any of the other transactions contemplated hereby.

Section 6.07 Entire Agreement. This Agreement and the related documents referenced herein represent the entire agreement between the Parties relating to the subject matter hereof, and

supersedes all prior agreements, understandings and negotiations, written or oral, with respect to such subject matter.

Section 6.08 Survival; Termination. The representations, warranties and covenants of the respective Parties shall survive the consummation of the transactions herein contemplated for a period of one year.


Section 6.09 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall be but a single instrument. Signatures delivered by facsimile shall be deemed original signatures.

Section 6.10 Amendment or Waiver. Every right and remedy provided herein shall be cumulative with every other right and remedy, whether conferred herein, at law or in equity, and may be enforced concurrently therewith, and no waiver by any Party of the performance of any obligation by the other shall be construed as a waiver of the same or any other default then, theretofore or thereafter occurring or existing. This Agreement may be amended by a writing signed by all Parties, with respect to any of the terms contained herein, and any term or condition of this Agreement may be waived or the time for performance may only be extended by a writing signed by the Party or Parties for whose benefit the provision is intended.


[-Signature Pages Follow-]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above, and the corporate Parties have caused this Agreement to be executed by their respective officers, hereunto duly authorized.

DIVERSITY GROUP INTERNATIONAL, INC.

By: 
Name: Kathleen Robertson
Title: President

AUTOMOTIVE RESOURCE NETWORK, INC.

By: 
Name: Kathleen Robertson
Title: President

ARN SHAREHOLDER


Kathleen Robertson

Addendum

Article FOUR is hereby amended as follows:

The total number of shares of stock the Corporation shall have authority to issue is 1,200,000,000, consisting of 1,050,000,000 shares of common stock, par value \$0.001 per share ("Common Stock"), and 150,000,000 shares of "blank check" preferred stock par value \$0.001 per share ("Preferred Stock").

Shares of Preferred Stock of the Corporation may be issued from time to time in one or more series, each of which shall have such distinctive designation or title as shall be determined by the Board of Directors of the Corporation (the "Board") prior to the issuance of any shares thereof. Preferred Stock shall have such voting powers, full or limited, or no voting powers, and such preferences and relative, participating, optional or other special rights and such qualifications, limitations or restrictions thereof, as shall be stated in such resolution or resolutions providing for the issue of such class or series of Preferred Stock as may be adopted from time to time by the Board prior to the issuance of any shares thereof. The number of authorized shares of Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the voting power of all the then outstanding shares of the capital stock of the corporation entitled to vote generally in the election of the directors (the "Voting Stock"), voting together as a single class, without a separate vote of the holders of the Preferred Stock, or any series thereof, unless a vote of any such holders is required pursuant to any Preferred Stock Designation.

EXHIBIT D

PROMISORY NOTE

US\$75,000.00

August 15, 2011
New York, New York

PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned, AUTOMOTIVE RESOURCE NETWORKS, INC., a corporation incorporated under the laws of the State of Florida with a principal address of 375 Park Avenue, Suite 2607, New York, NY 10152 (the "**Borrower**"), hereby promises to pay to the order of Kevin Bobryk, an individual with an address of 24 SIR Bedevere Place Markham, Ontario, Canada, L3P 2W2 ("**Bobryk**"), or Kofalt Limited, a Bahamian corporation with a principal address of ADPO 0832-1665 World Trade Center, Panama City, Panama (together with Bobryk, collectively, the "**Noteholders**"), or as Bobryk may otherwise direct, on the Maturity Date (as defined below), the unpaid principal amount of the loan made by the Noteholders to the Borrower on the date hereof, in the principal amount of Seventy Five Thousand Dollars (US\$75,000.00) (the "**Loan**").

This Promissory Note is issued by the Borrower in favor of the Noteholders in connection with that certain purchase and sale agreement, dated as of the date hereof (the "**Purchase and Sale Agreement**"), by and between the Borrower, as buyer, the Noteholders, as sellers, and Diversity Group International (the "**Company**"), pursuant to which the Borrower purchased 620,669,984 shares of common stock, par value \$0.001 per share, of the Company (the "**Shares**") from the Noteholders. This Promissory Note is the "Note" referenced in the Purchase and Sale Agreement.

SECTION 1. Certain Terms Defined. The following terms for all purposes of this Promissory Note shall have the respective meanings specified below.

"**Action**" means any action or matter involving the Company and a governmental body, authority or agency, administrative body, authority or agency, a self-regulatory organization, court, or other third party governing the Company or its securities (such as the Financial Industry Regulatory Authority, Inc., the U.S. Securities and Exchange Commission or the OTC Markets Group, Inc.). Without limiting the foregoing, an example of an Action is a corporate action undertaken by the Company for the purpose of restructuring the Company.

"**Business Day**" means any day except a Saturday, Sunday or other day on which commercial banks in New York, New York are authorized by law to close.

"**Event of Default**" has the meaning given to it in Section 6.

"**Maturity Date**" means ninety (90) days from the date hereof or, if such date is not a Business Day, the following Business Day.

"**Promissory Note**" means this promissory note.

SECTION 2. Maturity of the Loan. The Loan shall mature and the principal amount thereof shall be due and payable on the Maturity Date.

SECTION 3. Interest. The Loan shall not bear any interest.

SECTION 4. Optional Prepayments. The Borrower may prepay the Loan in whole or in part at any time without penalty.

SECTION 5. General Provisions as to Payments. The payment of principal of the Loan by the Borrower hereunder shall be made not later than 12:00 Noon (New York City time) on the Maturity Date by cashier's check or by wire transfer of immediately available funds to the individual Noteholders' accounts at a bank or banks in the United States specified by the Noteholders in writing to the Borrower without reduction by reason of any set-off or counterclaim.

SECTION 6. Events of Default. Each of the following events shall constitute an "Event of Default":

- a. the principal of the Loan shall not be paid within the later of (i) in the event that the Company is involved in an Action and has not completed, effectuated or resolved the Action prior to the Maturity Date, thirty (30) business days following the Maturity Date; and (ii) in the event that the Company is not involved in an Action (as defined below) or has been involved in an action which has been completed, effectuated or resolved prior to the Maturity Date, five (5) business days following the Maturity Date;
- b. a court shall enter a decree or order for relief in respect of the Borrower in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Borrower for any substantial part of the property of the Borrower or ordering the winding up or liquidation of the affairs of the Borrower, and such decree or order shall remain unstayed and in effect for a period of 60 consecutive days; and
- c. the Borrower shall commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or consent to the entry of an order for relief in an involuntary case under any such law, or consent to the appointment or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Borrower or for any substantial part of the property of the Borrower, or the Borrower shall make any general assignment for the benefit of creditors

If an Event of Default shall occur and be continuing, the unpaid principal on the Loan shall become immediately due and payable without any declaration or other act on the part of the Noteholders. Immediately upon the occurrence of an Event of Default, the Borrower shall deliver the Shares to the Noteholders at a location or locations specified by the Noteholders in writing to the Borrower. The delivery of the Shares shall constitute full and immediate satisfaction and repayment of all principal owed hereunder and no further amount whatsoever shall be due by the Borrower to the Noteholders. The Noteholders expressly agree that, upon the

delivery of the Shares, the Noteholders waive any and all rights to protect, enforce, exercise and pursue any rights or remedies available to the Noteholders under this Promissory Note and any rights or remedies available to the Noteholders at law or in equity.

If an Event of Default shall occur and be continuing and the Borrower does not deliver the Shares to the Noteholders pursuant to this Section, the Noteholders, upon delivery of ten (10) days written notice to the Borrower, may proceed to protect, enforce, exercise and pursue any and all rights and remedies available to the Noteholder under this Promissory Note and any and all rights and remedies available to the Noteholder at law or in equity.

SECTION 7. Further Assurances. The Borrower hereby agrees that, from time to time upon the written request of the Noteholders, the Borrower will execute and deliver such further documents and do such other acts and things as the Noteholders may reasonably request in order to fully effect the purposes of this Promissory Note and to protect and preserve the priority and validity of the security interests granted hereunder.

SECTION 8. Notices. All notices, requests, demands and other communications to any party hereunder shall be in writing (including prepaid overnight courier, facsimile transmission, electronic transmission or similar writing) and shall be given to such party at the address, facsimile number or email address set forth below or at such other address or facsimile numbers as such party may hereafter specify for the purpose by notice to each other party hereto. Any notice sent by facsimile or electronic transmission shall be confirmed by letter dispatched as soon as practicable thereafter.

If to the Borrower: Automotive Resource Networks, Inc.
375 Park Avenue, Suite 2607
New York, NY 10152
Fax: 212-634-7471
Attn: Kathleen Robertson

with a copy (which shall not constitute notice) to:

Lucosky Brookman LLP
33 Wood Avenue South, 6th Floor
Iselin, NJ 08830
Fax: (732) 395-4401

If to the Noteholders: Kevin Bobryk
24 SIR Bedevere Place
Markham, Ontario, Canada, L3P 2W2
Fax: 888-354-1909

Kofalt Limited
ADPO 0832-1665 World Trade Center, Panama City,
Panama

Fax: 888-354-1909
Attn: Kofalt Limited

Every notice or other communication shall, except so far as otherwise expressly provided by this Promissory Note, be deemed to have been received (provided that it is received prior to 2 p.m. local time; otherwise it shall be deemed to have been received on the next following Business Day) (i) if given by facsimile or electronic transmission, on the date of dispatch thereof (provided further that if the date of dispatch is not a Business Day in the locality of the party to whom such notice or demand is sent, it shall be deemed to have been received on the next following Business Day in such locality) or (ii) if given by mail, prepaid overnight courier or any other means, when received at the address specified in this Section or when delivery at such address is refused.

SECTION 9. Powers And Remedies Cumulative. No right or remedy herein conferred upon or reserved to the Noteholders is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

SECTION 10. Transfers. The Noteholders may transfer or assign this Promissory Note to any person or entity without the prior written consent of the Borrower.

SECTION 11. Modification. This Promissory Note may be modified only with the written consent of both the Borrower and the Noteholders.

SECTION 12. Miscellaneous. This Promissory Note shall be deemed to be a contract under the laws of the State of New York, and for all purposes shall be construed in accordance with the laws of said state without regard to conflict of law principles. The parties hereto hereby waive presentment, demand, notice, protest and all other demands and notices in connection with the delivery, acceptance, performance and enforcement of or any default under this Promissory Note, except as specifically provided herein, and assent to extensions of the time of payment, or forbearance or other indulgence without notice. The Section headings herein are for convenience only and shall not affect the construction hereof. Any provision of this Promissory Note which is illegal, invalid, prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such illegality, invalidity, prohibition or unenforceability without invalidating or impairing the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. This Promissory Note shall bind the Borrower and his or her heirs, administrators, executors, personal representatives and permitted assigns. The rights under and benefits of this Promissory Note shall inure to the Noteholders and their successors and assigns.

[Signature page follows]


IN WITNESS WHEREOF, the Borrower has caused this instrument to be duly executed on the date indicated below.

Date: August 15, 2011

AUTOMOTIVE RESOURCE NETWORKS, INC.

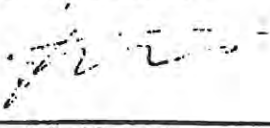
By: 
Name: Kathleen Robertson
Title: Chief Executive Officer

ACCEPTED AND AGREED:



Kevin Bobryk

KOFALT LIMITED

By: 

Name: John Nemanic
Title: Managing Member

EXHIBIT E

AMENDED ARTICLES OF INCORPORATION

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Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

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To: Division of Corporations
Fax Number : (850) 617-6380

From: Account Name : LAZARUS CORPORATE FILING SERVICE
Account Number : I20000000019
Phone : (305) 552-5973
Fax Number : (305) 220-1440

FILED
11 SEP 28 AM 9:56
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Enter the email address for this business entity to be used for annual report mailings. Enter only one email address please.

Email Address: _____

**COR AMND/RESTATE/CORRECT OR O/D RESIGN
DIVERSITY GROUP INTERNATIONAL, INC.**

Certificate of Status	0
Certified Copy	0
Page Count	06
Estimated Charge	\$35.00

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10/3 am

Electronic Filing Menu Corporate Filing Menu Help

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Amended and Restated
Articles of Incorporation
of
Diversity Group International, Inc.

ARTICLE I - NAME and PRINCIPAL ADDRESS

The name of the corporation is being changed to The Automotive Resource Network Holdings, Inc. (the "Corporation") and the principal business address is 375 Park Avenue, Suite # 200, New York, New York 10152.

ARTICLE II - REGISTERED OFFICE and AGENT

The address of its registered office in the State of Florida is 150 North University Suite # 200, Ft. Lauderdale, FL 33324. The name of the registered agent at such address is Grossman.

ARTICLE III - PURPOSE

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Florida.

ARTICLE IV - AUTHORIZED SHARES of STOCK

The total number of shares of stock the Corporation shall have authority to issue is 1,200,000,000, consisting of 1,050,000,000 shares of common stock, par value \$0.001 per share ("Common Stock"), and 150,000,000 shares of "blank check" preferred stock par value \$0.001 per share ("Preferred Stock").

Shares of Preferred Stock of the Corporation may be issued from time to time in one or more series, each of which shall have such distinctive designation or title as shall be determined by the Board of Directors of the Corporation (the "Board") prior to the issuance of any shares thereof. Preferred Stock shall have such voting powers, full or limited, or no voting powers, and such preferences and relative, participating, optional or other special rights and such qualifications, limitations or restrictions thereof, as shall be stated in such resolution or resolutions providing for the issue of such class or series of Preferred Stock as may be adopted from time to time by the Board prior to the issuance of any shares thereof. The number of authorized shares of Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the voting power of all the then outstanding shares of the capital stock of the corporation entitled to vote generally in the election of the directors (the "Voting Stock"), voting together as a single class, without a separate vote of the holders of the Preferred Stock, or any series thereof, unless a vote of any such holders is required pursuant to any Preferred Stock Designation.

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SECRETARY OF STATE
TALLAHASSEE FLORIDA

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ARTICLE V - BOARD OF DIRECTORS

The business and affairs of the Corporation shall be managed by the Board, and the directors need not be elected by ballot unless required by the bylaws of the Corporation. The number of directors of the Corporation may be increased or decreased in the manner provided in the Bylaws of the Corporation; provided, that the number of directors shall never be less than one. In the interim between elections of directors by stockholders entitled to vote, all vacancies, including vacancies caused by an increase in the number of directors and including vacancies resulting from the removal of directors by the stockholders entitled to vote which are not filled by said stockholders, may be filled by the remaining directors, though less than a quorum.

ARTICLE VI - AMENDMENTS

The Corporation reserves the right to amend and repeal any provisions contained in this Amended and Restated Articles of Incorporation in the manner prescribed by the laws of the State of Florida. All rights conferred are granted subject to this reservation.

ARTICLE VII - INCORPORATOR

The original incorporator of the Corporation is Steven K. Roberts, whose mailing address is 9311 Forrester Drive, Brandon, FL 34202.

ARTICLE VIII - INDEMNIFICATION

The Corporation shall indemnify any present or former officer or director and shall advance expenses on behalf of any such officer or director, in each case, to the fullest extent now or hereafter permitted by law.

THE UNDERSIGNED, being the Chief Executive Officer of the Corporation, for the purpose of Amending and Restating the Articles of Incorporation under the Laws of the State of Florida, does make, files and records this Amended and Restated Articles of Incorporation, does certify that the facts herein stated are true, and accordingly, have hereto set her hand and seal this 26 day of September, 2011.

Sincerely,



Kathleen Robertson,
Chief Executive Officer

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If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added;
(Attach additional sheets, if necessary)

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
D	Paul Redmayne	375 Park Avenue Suite 2607 New York, New York 10162	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove

E. If amending or adding additional Articles, enter change(s) here:
(attach additional sheets, if necessary). (Be specific)

F. If an amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself:
(if not applicable, indicate N/A)

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H 1 1 0 0 0 2 3 4 6 3 9

The date of each amendment(s) adoption: August 30, 2011 and September 26, 2011

(date of adoption is required)

Effective date if applicable: _____

(no more than 90 days after amendment file date)

Adoption of Amendment(s) **(CHECK ONE)**

The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.

The amendment(s) was/were approved by the shareholders through voting groups. *The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):*

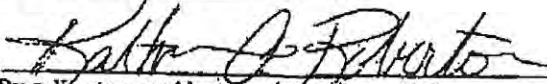
"The number of votes cast for the amendment(s) was/were sufficient for approval

by _____"
(voting group)

The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.

The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Dated September 26, 2011

Signature 

(By a director, president or other officer - if directors or officers have not been selected, by an incorporator - if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Kathleen Robertson
(Typed or printed name of person signing)

Chief Executive Officer
(Title of person signing)

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Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

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H110002078923ABC/

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To: Division of Corporations
Fax Number : (850)617-6380

From: Account Name : LAZARUS CORPORATE FILING SERVICE, INC.
Account Number : I20000000019
Phone : (305)552-5973
Fax Number : (305)220-1440

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: _____

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11 AUG 22 AM 8:04

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**COR AMND/RESTATE/CORRECT OR O/D RESIGN
DIVERSITY GROUP INTERNATIONAL, INC.**

Certificate of Status	0
Certified Copy	0
Page Count	03
Estimated Charge	\$35.00

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2011 AUG 19 AM 9:58

FILED

Electronic Filing Menu

Corporate Filing Menu

Help

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H11000207892

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF

FILED
2011 AUG 19 AM 9:58
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

DIVERSITY GROUP INTERNATIONAL, INC.

(PRESENT NAME OF CORPORATION)

Pursuant to the provisions of section 607.1006, Florida Statutes, this Florida profit corporation adopts the following articles of amendment to its articles of incorporation:

FIRST: Amendment(s) adopted: (indicate article number(s) being amended, added or deleted)

Directors shall now read as follows:

ADD PRESIDENT - KATHY ROBERTON

ADD SECRETARY - KATHY ROBERTON

ADD DIRECTOR - KATHY ROBERTON

DELETE - KEVIN BOBRYK

New Registered Agent

SECOND: If an amendment provides for an exchange, reclassification or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself, are as follows.

THIRD: The date of each amendment's adoption: 8-18-2011

FOURTH: Adoption of Amendment(s) (check one)

The amendment(s) was/were approved by the shareholders. The number of votes cast

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for the amendment(s) was/were sufficient for approval.

The amendment(s) was/were approved by the shareholders through voting groups.

The following statement must be separately for each voting group entitled to vote separately on each amendment(s):

"The number of votes cast for the amendment(s) was/were sufficient for approval by _____"
(voting group)

The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.

The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Signed this 19th day of August, 2011.

Signature Kathy A. Robertson
(By the Chairman or Vice Chairman of the directors,
President or other officer if adopted by the shareholders)

OR

(By a director if adopted by the directors)

OR

(By an incorporator if adopted by the incorporators)

KATHY ROBERTON
Typed or printed name.

PRESIDENT
Title

Having been named as registered agent and to accept service of process for the stated corporation of the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity.

Registered Agent Signature

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EXHIBIT F

**CERTIFICATE OF DESIGNATION
Series A Preferred Stock**

P97000092145

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

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To: Division of Corporations
Fax Number : (850)617-6380

From: Account Name : LAZARUS CORPORATE FILING SERVICE, INC.
Account Number : I20000000019
Phone : (305)552-5973
Fax Number : (305)220-1440

Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

Email Address: _____

**COR AMND/RESTATE/CORRECT OR O/D RESIGN
DIVERSITY GROUP INTERNATIONAL, INC.**

Certificate of Status	0
Certified Copy	0
Page Count	11
Estimated Charge	\$35.00

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2011 SEP 15 PM 2:59

FILED

TBROWN 9-15-11



September 15, 2011

FLORIDA DEPARTMENT OF STATE
Division of Corporations

DIVERSITY GROUP INTERNATIONAL, INC.
375 PARK AVE STE 2607
NEW YORK, NY 10152

SUBJECT: DIVERSITY GROUP INTERNATIONAL, INC.
REF: P97000092145

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

The current name of the entity is as referenced above. Please correct your document accordingly.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6925.

Teresa Brown
Regulatory Specialist II

FAX Aud. #: H11000225780
Letter Number: 411A00021359

RECEIVED
11 SEP 15 AM 8:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

P.O BOX 6327 - Tallahassee, Florida 32314

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Articles of Amendment
to
Articles of Incorporation
of

Diversity Group International, Inc.

(Name of Corporation as currently filed with the Florida Dept. of State)

P97000092145

(Document Number of Corporation (if known))

FILED
2011 SEP 15 PM 2:59
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of section 607.1006, Florida Statutes, this Florida Profit Corporation adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

_____ The new name must be distinguishable and contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.," or the designation "Corp.," "Inc.," or "Co.". A professional corporation name must contain the word "chartered," "professional association," or the abbreviation "P.A."

B. Enter new principal office address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

C. Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent:

New Registered Office Address:

(Florida street address)

(City)

_____, Florida
(Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing.

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OFFICERS AND DIRECTORS

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:
(Attach additional sheets, if necessary)

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
_____	_____	_____	<input type="checkbox"/> Add <input type="checkbox"/> Remove
_____	_____	_____	<input type="checkbox"/> Add <input type="checkbox"/> Remove
_____	_____	_____	<input type="checkbox"/> Add <input type="checkbox"/> Remove

E. If amending or adding additional Articles, enter change(s) here:
(attach additional sheets, if necessary). (Be specific)

F. If an amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself:
(if not applicable, indicate N/A)

H 1 1 0 0 0 2 2 5 7 8 0

H 1 1 0 0 0 2 2 5 7 8 0

The date of each amendment(s) adoption: 09/13/2011

(date of adoption is required)

Effective date, if applicable: _____

(no more than 90 days after amendment file date)

Adoption of Amendment(s): **(CHECK ONE)**

The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.

The amendment(s) was/were approved by the shareholders through voting groups. The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):

"The number of votes cast for the amendment(s) was/were sufficient for approval

by _____"
(voting group)

The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.

The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Dated 9-13-2011

Signature Kathleen A. Robertson

(By a director, president or other officer - if directors or officers have not been selected, by an incorporator - if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Kathleen Robertson

(Typed or printed name of person signing)

President

(Title of person signing)

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H 1 1 0 0 0 2 2 5 7 8 0

**CERTIFICATE OF DESIGNATIONS,
PREFERENCES AND
RIGHTS OF SERIES A CONVERTIBLE
PREFERRED STOCK, \$.001 PAR VALUE PER SHARE**

Diversity Group International, Inc., a corporation organized and existing under the laws of the State of Florida (the "Corporation"), hereby certifies that the following resolution was adopted by the Board of Directors of the Corporation (the "Board") on September 13, 2011 in accordance with the provisions of its Certificate of Incorporation (as amended and restated through the date hereof, the "Certificate of Incorporation") and Bylaws. The authorized series of the Corporation's previously-authorized preferred stock shall have the following preferences, privileges, powers and restrictions thereof, as follows:

RESOLVED, that pursuant to the authority granted to and vested in the Board in accordance with the provisions of the Certificate of Incorporation and by-laws of the Corporation, each as amended or amended and restated through the date hereof, the Board hereby authorizes a series of the Corporation's previously authorized preferred stock (the "Preferred Stock"), and hereby states the designation and number of shares, and fixes the relative rights, preferences, privileges, powers and restrictions thereof as follows:

I. NAME OF THE CORPORATION

Diversity Group International, Inc.

II. DESIGNATION AND AMOUNT; DIVIDENDS

A. Designation. The designation of said series of preferred stock shall be Series A Convertible Preferred Stock, \$.001 par value per share (the "Series A Preferred Stock").

B. Number of Shares. The number of shares of Series A Preferred Stock authorized shall be one hundred million (100,000,000). Each share of Series A Preferred Stock shall have a stated value equal to \$.001 (as may be adjusted for any stock dividends, combinations or splits with respect to such shares) (the "Series A Stated Value").

C. Dividends: Initially, there will be no dividends due or payable on the Series A Preferred Stock. Any future terms with respect to dividends shall be determined by the Board consistent with the Corporation's Certificate of Incorporation. Any and all such future terms concerning dividends shall be reflected in an amendment to this Certificate, which the Board shall promptly file or cause to be filed.

III. LIQUIDATION RIGHTS

In the event of any liquidation, dissolution or winding up of the affairs of the Corporation, whether voluntary or involuntary, the holder of Series A Preferred shall be entitled to receive, on parity with the holders Common Stock, assets of the Corporation available for distribution to the holders of capital stock of the Corporation. The Series A Preferred shall not have any priority or preference with respect to any distribution of any of the assets of the Corporation. Neither a consolidation or merger of the Corporation with another corporation or other entity nor a sale, transfer, lease or exchange of all or part of the Corporation's assets will be considered a liquidation, dissolution or winding up of the affairs of the Corporation for purposes of this Article III.

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IV. **CONVERSION.** In the event of a conversion of shares (the "Conversion") of Series A Preferred Stock to shares of common stock, par value \$.001 per share (the "Common Stock"), each one share of Series A Preferred Stock shall be converted into one (1) share of Common Stock.

A. **Conversion at the Option of the Holder.** (a) Each share of Series A Preferred Stock is convertible, in whole or in part, at the option of the Holder thereof ("Optional Conversion"), into one share of Common Stock (the "Conversion Rate").

B. **Mechanics of Conversion.** The conversion right of a holder shall be exercised by the holder of shares of Series A Preferred Stock by the surrender to the Corporation of the certificates representing shares of Series A Preferred Stock to be converted at any time during usual business hours at its principal place of business or the offices of the Transfer Agent, accompanied by written notice to the Corporation that the holder elects to convert all or a portion of the shares of Series A Preferred Stock represented by such certificate and specifying the name or names (with address) in which a certificate or certificates or other appropriate evidence of ownership representing shares of Common Stock are to be issued and (if so required by the Corporation or the Transfer Agent) by a written instrument or instruments of transfer in form reasonably satisfactory to the Corporation or the Transfer Agent duly executed by the holder of Series A Preferred Stock or its duly authorized legal representative. The date on which a holder of Series A Preferred Stock satisfies the foregoing requirements for conversion is referred to herein as the "Conversion Date." The Corporation will deliver shares of Common Stock due upon conversion, immediately prior to the close of business on the Conversion Date, each converting holder of Series A Preferred Stock shall be deemed to be the holder of record of the shares of Common Stock issuable upon conversion of such holder's Series A Preferred Stock notwithstanding that the share register of the Company shall then be closed or that certificates or other appropriate evidence of ownership representing such Common Stock shall not then be actually delivered to such holder. On the Conversion Date, all rights with respect to the shares of Series A Preferred Stock so converted, including the rights, if any, to receive notices, will terminate, except the rights of Holders thereof to (a) receive certificates or other appropriate evidence of ownership representing the number of whole shares of Common Stock into which such shares of Series A Preferred Stock have been converted and (b) exercise the rights to which they are entitled as holders of Common Stock.

C. **Settlement upon Conversion.** The Company shall satisfy its obligation to deliver shares of Common Stock upon conversion of Series A Preferred Stock by delivering to holders of Series A Preferred Stock surrendering shares for conversion the applicable number of shares in accordance with the Conversion Rate, as soon as practicable after the third Trading Day (but in no event later than the fifth Business Day) following the Conversion Date.

D. **No Fractional Shares:** No fractional shares of Common Stock will be issued from the Conversion of the Series A Preferred Stock. If the Conversion of Series A Preferred Stock would result in the issuance of a fractional share of Common Stock to a holder (aggregating all shares of Series A Preferred Stock being converted pursuant to a given Conversion), then the Corporation shall issue one share of Common Stock to each holder of Series A Preferred Stock with a fractional share as the result of the Conversion.

V. **RANK**

All shares of the Series A Preferred Stock shall rank (i) senior to the Corporation's Common Stock, par value \$.001 per share (the "Common Stock"), and any other class or series of capital stock of the Corporation hereafter created, (ii) *pari passu* with any class or series of capital stock of the Corporation hereafter created and specifically ranking, by its terms, on par with the Series A Preferred Stock and (iii) junior to any class or series of capital stock of the Corporation hereafter created specifically ranking, by

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its terms, senior to the Series A Preferred Stock, in each case as to distribution of assets upon liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary.

VI. VOTING RIGHTS

Each one share of the Series A Preferred Stock shall have voting rights equal to one (1) vote of Common Stock. With respect to all matters upon which stockholders are entitled to vote or to which stockholders are entitled to give consent, the holders of the outstanding shares of Series A Preferred Stock shall vote together with the holders of Common Stock, without regard to class, except as to those matters on which separate class voting is required by applicable law or the Corporation's Certificate of Incorporation or by-laws.

VII. MISCELLANEOUS

A. Status of Converted or Redeemed Stock: In case any shares of Series A Preferred Stock shall be redeemed or otherwise repurchased or reacquired, the shares so redeemed, repurchased, or reacquired shall resume the status of authorized but unissued shares of preferred stock, and shall no longer be designated as Series A Preferred Stock.

B. Lost or Stolen Certificates: Upon receipt by the Corporation of (i) evidence of the loss, theft, destruction or mutilation of any Preferred Stock Certificate(s) and (ii) in the case of loss, theft or destruction, indemnity (with a bond or other security) reasonably satisfactory to the Corporation, or in the case of mutilation, the Preferred Stock Certificate(s) (surrendered for cancellation), the Corporation shall execute and deliver new Preferred Stock Certificates. However, the Corporation shall not be obligated to reissue such lost, stolen, destroyed or mutilated Preferred Stock Certificates if the holder of Series A Preferred Stock contemporaneously requests the Corporation to convert such holder's Series A Preferred Stock.

C. Waiver: Notwithstanding any provision in this Certificate of Designation to the contrary, any provision contained herein and any right of the holders of Series A Preferred Stock granted hereunder may be waived as to all shares of Series A Preferred Stock (and the holders thereof) upon the unanimous written consent of the holders of the Series A Preferred Stock.

D. Notices: Any notices required or permitted to be given under the terms hereof shall be sent by certified or registered mail (return receipt requested) or delivered personally, by nationally recognized overnight carrier or by confirmed facsimile transmission, and shall be effective five (5) days after being placed in the mail, if mailed, or upon receipt or refusal of receipt, if delivered personally or by nationally recognized overnight carrier or confirmed facsimile transmission, in each case addressed to a party as set forth below, or such other address and telephone and fax number as may be designated in writing hereafter in the same manner as set forth in this Section.

If to the Corporation:

Diversity Group International, Inc.
375 Park Avenue, Suite 2607
New York, New York 10152
Attention: Kathleen Robertson;
Telephone: 214-354-0700
Facsimile: 214-347-0750

If to the holders of Series A Preferred Stock, to the address listed in the Corporation's books and records.

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IN WITNESS WHEREOF, the undersigned has signed this certificate as of the 13 day of September, 2011.

DIVERSITY GROUP INTERNATIONAL, INC.

By: /s/ Kathleen Robertson

Name: Kathleen Robertson

Title: President and Chief Executive Officer

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EXHIBIT G

**CERTIFICATE OF DESIGNATION
Series B Preferred Stock**

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**CERTIFICATE OF DESIGNATIONS,
PREFERENCES AND RIGHTS OF
SERIES B PREFERRED STOCK, \$.001 PAR VALUE PER SHARE**

Diversity Group International, Inc., a corporation organized and existing under the laws of the State of Florida (the "Corporation"), hereby certifies that the following resolution was adopted by the Board of Directors of the Corporation (the "Board") on September 13, 2011 in accordance with the provisions of its Articles of Incorporation (as amended and may be amended from time to time, the "Articles of Incorporation") and by-laws. The authorized series of the Corporation's previously-authorized preferred stock shall have the following preferences, privileges, powers and restrictions thereof, as follows:

RESOLVED, that pursuant to the authority granted to and vested in the Board in accordance with the provisions of the Articles of Incorporation, as amended, and by-laws of the Corporation, the Board hereby authorizes a series of the Corporation's previously authorized preferred stock (the "Preferred Stock"), and hereby states the designation and number of shares, and fixes the relative rights, preferences, privileges, powers and restrictions thereof as follows:

I. NAME OF THE CORPORATION

Diversity Group International, Inc.

II. DESIGNATION AND AMOUNT; DIVIDENDS

A. Designation. The designation of said series of preferred stock shall be Series B Preferred Stock, \$.001 par value per share (the "Series B Preferred").

B. Number of Shares. The number of shares of Series B Preferred authorized shall be one (1) share and shall have a stated value equal to \$.001 (as may be adjusted for any stock dividends, combinations or splits with respect to such shares) (the "Series B Stated Value").

C. Dividends: Initially, there will be no dividends due or payable on the Series B Preferred. Any future terms with respect to dividends shall be determined by the Board consistent with the Corporation's Articles of Incorporation. Any and all such future terms concerning dividends shall be reflected in an amendment to this Certificate, which the Board shall promptly file or cause to be filed.

III. LIQUIDATION RIGHTS

In the event of any liquidation, dissolution or winding up of the affairs of the Corporation, whether voluntary or involuntary, the holder of Series B Preferred shall be entitled to receive, on parity with the holders Common Stock, assets of the Corporation available for distribution to the holders of capital stock of the Corporation. The Series B Preferred shall not have any priority or preference with respect to any distribution of any of the assets of the Corporation. Neither a consolidation or merger of the Corporation with another corporation or other entity nor a sale, transfer, lease or exchange of all or part of the Corporation's assets will be considered a liquidation, dissolution or winding up of the affairs of the Corporation for purposes of this Article III.

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IV. RANK

All shares of the Series B Preferred shall rank (i) senior to the Corporation's common stock, par value \$0.001 per share ("Common Stock"), senior to the Corporation's Series A Convertible Preferred Stock and any other class or series of capital stock of the Corporation hereafter created, (ii) *pari passu* with any class or series of capital stock of the Corporation hereafter created and specifically ranking, by its terms, on par with the Series B Preferred and (iii) junior to any class or series of capital stock of the Corporation hereafter created specifically ranking, by its terms, senior to the Series B Preferred, in each case as to distribution of assets upon liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary.

VI. VOTING RIGHTS

Each one (1) share of the Series B Preferred shall have voting rights equal to (x) the total issued and outstanding Common Stock and Preferred Stock eligible to vote at the time of the respective vote divided by (y) forty nine one-hundredths (0.49) minus (z) the total issued and outstanding Common Stock plus Preferred Stock eligible to vote at the time of the respective vote. For the avoidance of doubt, if the total issued and outstanding Common Stock plus Preferred Stock eligible to vote at the time of the respective vote is 5,000,000, the voting rights of the Series B Preferred shall be equal to 5,204,082 (e.g. $(5,000,000 / 0.49) - 5,000,000 = 5,204,082$).

VII. PROTECTION PROVISIONS

So long as any shares of Series B Preferred are outstanding, the Corporation shall not, without first obtaining the unanimous written consent of the holders of Series B Preferred, alter or change the rights, preferences or privileges of the Series B Preferred so as to affect adversely the holders of Series B Preferred.

XIII. MISCELLANEOUS

A. **Status of Redeemed Stock:** In case any shares of Series B Preferred shall be redeemed or otherwise reacquired, the shares so redeemed or reacquired shall resume the status of authorized but unissued shares of preferred stock, and shall no longer be designated as Series B Preferred.

B. **Lost or Stolen Certificates:** Upon receipt by the Corporation of (i) evidence of the loss, theft, destruction or mutilation of any Preferred Stock Certificate(s) and (ii) in the case of loss, theft or destruction, indemnity (with a bond or other security) reasonably satisfactory to the Corporation, or in the case of mutilation, the Preferred Stock Certificate(s) (surrendered for cancellation), the Corporation shall execute and deliver new Preferred Stock Certificates.

C. **Waiver:** Notwithstanding any provision in this Certificate of Designation to the contrary, any provision contained herein and any right of the holders of Series B Preferred granted hereunder may be waived as to all shares of Series B Preferred (and the holders thereof) upon the unanimous written consent of the holders of the Series B Preferred.

D. **Notices:** Any notices required or permitted to be given under the terms hereof shall be sent by certified or registered mail (return receipt requested) or delivered personally, by nationally recognized overnight carrier or by confirmed facsimile transmission, and shall be effective five (5) days after being placed in the mail, if mailed, or upon receipt or refusal of receipt, if delivered personally or by nationally recognized overnight carrier or confirmed facsimile transmission, in each case addressed to a

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party as set forth below, or such other address and telephone and fax number as may be designated in writing hereafter in the same manner as set forth in this Section.

If to the Corporation:

Diversity Group International, Inc.
375 Park Avenue, Suite 2607
New York, NY 10152
Attention: Kathleen Robertson;
Telephone: 214-347-0700
Facsimile: 214-347-0750

If to the holder of Series B Preferred, to the address listed in the Corporation's books and records.

IN WITNESS WHEREOF, the undersigned has signed this certificate as of the 13 day of September, 2011.

DIVERSITY GROUP INTERNATIONAL, INC.

By: /s/ Kathleen Robertson
Name: Kathleen Robertson
Title: President and Chief Executive Officer

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Item (9): Issuers Certification

I, Kathleen Robertson, certify that:

1. I have reviewed this Initial Disclosure Statement of Diversity Group International, Inc.;
2. Based on my knowledge, this disclosure statement does not contain any untrue statements 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 statement were made, not misleading with respects 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.

Date: November 21, 2011

Kathleen Robertson



Kathleen Robertson, Chief Executive Officer/Chairman