

BUYER GROUP INTERNATIONAL, INC.
INFORMATION AND DISCLOSURE STATEMENT
PURSUANT TO RULE 15c2-(11)(a)(5)

All information contained in this Information and Disclosure Statement has been compiled to fulfill the disclosure requirements of Rule 15c2-11 (a)(5) promulgated under the Securities Exchange Act of 1934, as amended. The enumerated captions contained herein correspond to the sequential format as set forth in the rule.

Part A General Company Information

Item 1 The exact name of the issuer and its predecessor (if any).

Buyer Group International, Inc. and was previously known as Curlew Resource Corporation.

Item 2 The address of its principle executive offices.

1301 Live Oak Road
Leander, TX 78641
(214) 810-1317
www.buyergroupint.com

Item 3 The state and date of incorporation.

The Issuer was incorporated in Nevada on November 16, 1994. On February 25, 2011 the Company re-domiciled in Wyoming.

Part B Share Structure and Issuance History

Item 4 The exact title and class of securities outstanding.

Trading Symbol: BYRG.PK
CUSIP Number: 12428A205
Common Stock: Common
Preferred Stock: Class A and Class B

Item 5 The par or stated value of the security.

A. Par or Stated Value for each class of outstanding securities.

Par value of Common Stock is 0.001.

Par value of Preferred Stock is 0.001.

B. Voting Rights, Dividend, Preemption Rights, and other matters regarding Common and Preferred Stock.

Please see the Bylaws and Amendment to Bylaws attached as Exhibit 4 for the rights associated with the Issuer's preferred stock.

Item 6 The number of shares or total amount of the securities outstanding for each class of securities outstanding.

Common

(i) *As of end of most recent fiscal quarter;*

- (i) Period ending December 31, 2010;
- (ii) There were 400,000,000 shares authorized;
- (iii) There were 298,890,000 shares issued and outstanding;
- (iv) There were 67,940,000 freely tradable shares (public float);
- (v) Total number of beneficial shareholders is 162;
- (vi) The Company had approximately 162 shareholders of record.

(ii) *As of end of most recent fiscal year;*

- (i) Period ending December 31, 2010;
- (ii) There were 400,000,000 shares authorized;
- (iii) There were 298,890,000 shares issued and outstanding;
- (iv) There were 67,940,000 freely tradable shares (public float);
- (v) Total number of beneficial shareholders is 162;
- (vi) The Company had approximately 162 shareholders of record.

(iii) *As of end of previous fiscal year;*

- (i) Period ending December 31, 2009;
- (ii) There were 100,000,000 shares authorized;
- (iii) There were 67,240,000 shares issued and outstanding;
- (iv) There were 17,940,000 freely tradable shares (public float);
- (v) Total number of beneficial shareholders is 149;
- (vi) The Company had approximately 166 shareholders of record.

Preferred Class A

(i) *As of end of most recent fiscal quarter;*

- (i) Period ending December 31, 2010;
- (ii) There were 1,000,000 shares authorized;
- (iii) There were 155,866 shares issued and outstanding;
- (iv) There were 0 freely tradable shares (public float);
- (v) Total number of beneficial shareholders is one;
- (vi) The Company had approximately one shareholders of record.

(ii) *As of end of most recent fiscal year;*

- (i) Period ending December 31, 2010;
- (ii) There were 1,000,000 shares authorized;
- (iii) There were 155,866 shares issued and outstanding;
- (iv) There were 0 freely tradable shares (public float);
- (v) Total number of beneficial shareholders is one;
- (vi) The Company had approximately one shareholders of record.

(iii) *As of end of previous fiscal year;*

- (i) Period ending December 31, 2009;
- (ii) There were 1,000,000 shares authorized;
- (iii) There were 156,000 shares issued and outstanding;
- (iv) There were 0 freely tradable shares (public float);
- (v) Total number of beneficial shareholders is one;
- (vi) The Company had approximately one shareholders of record.

Preferred Class B

(i) *As of end of most recent fiscal quarter;*

- (i) Period ending December 31, 2010;
- (ii) There were 1,000,000 shares authorized;
- (iii) There were 1,000,000 shares issued and outstanding;
- (iv) There were 0 freely tradable shares (public float);
- (v) Total number of beneficial shareholders is one;
- (vi) The Company had approximately one shareholders of record.

(ii) *As of end of most recent fiscal year;*

- (i) Period ending December 31, 2010;
- (ii) There were 1,000,000 shares authorized;
- (iii) There were 1,000,000 shares issued and outstanding;
- (iv) There were 0 freely tradable shares (public float);
- (v) Total number of beneficial shareholders is one;
- (vi) The Company had approximately one shareholders of record.

(iii) *As of end of previous fiscal year;*

- (i) Period ending December 31, 2009;
- (ii) There were 1,000,000 shares authorized;
- (iii) There were 1,000,000 shares issued and outstanding;
- (iv) There were 0 freely tradable shares (public float);
- (v) Total number of beneficial shareholders is one;
- (vi) The Company had approximately one shareholders of record.

Item 7 The name and address of the transfer agent.

Island Stock Transfer
100 Second Avenue South, Suite 705S
Saint Petersburg, FL 33701
Phone: (727) 289-0010

The transfer agent is registered under the Exchange Act and operates under the regulatory authority of the SEC and FINRA.

Part C Business Information

Item 8 The nature of the issuer's business.

A. Business Development.

1. The Company is organized as a corporation.
2. The Company was organized under the laws of the state of Nevada in 1994. On February 25, 2011 the Company re-domiciled in Wyoming as a corporation.
3. The fiscal year is December 31.
4. The Company has not been in bankruptcy, receivership or any similar proceeding.
5. The Company acquired Gryphon Productions Ltd. In January 2011 which contained the distribution rights to 13 previously produced films and two films in pre-production for worldwide theatrical release to be filmed in 35 mm color neg. The Company also acquired in August 2009 the rights to 22 lode mining claims in the state of Wyoming by which the Company is the holder of 1,000,000 Trust Certificate Units of Dallas based NVCFUND HOLDING TRUST.
6. The Company is not in default of the terms of any note, loan, lease or other indebtedness or financing arrangement requiring the issuer to make payments.
7. There was a change in control in 2006 when David Bryant became the majority shareholder. Additional information regarding the change of control is contained in Part D, Item 16, section B of this document.
8. In 2010 the amount of outstanding common stock outstanding increased by 202.24% as the Company issued 200,000,000 shares, 50,000,000 common shares which were issued to La-Jolla IPO, Inc. for services and cancellation of debt and 150,000,000 common shares were issued to David Bryant as compensation fiscal years 2009 and 2010.

9. A 200 for 1 reverse stock split was effective on February 17, 2011.
10. The company's shares have not been delisted by any securities exchange.
11. There are no legal proceedings that will have a material effect on the Company's business or operations.

B. Business of Issuer.

1. The primary SIC Code is 6282 and the secondary SIC Code is 7822.
2. The Company is a development stage company that has begun funding ongoing operations.
3. The Company is not nor has it ever been a shell company.
4. Gryphon Productions Ltd. was acquired in January 2011 and is not included in the attached financials and is 100% owned by Buyer Group International, Inc. The principal business of Gryphon Productions, Ltd. is media and entertainment content and production of feature films.
5. There is no effect of existing or probable government regulations on the Company's business.
6. The Company is not involved in any research and development activities.
7. There are no costs and effects of compliance with environmental laws.
8. There are three (3) full-time employees.

Item 9 The nature of products or services offered.

A. Principal products or services, and their markets.

The principal products of the Company are media and entertainment content, as well as financial advisory services, partnership interests in leasing, managing or owning assets in stockpiled commodities, servicing arrangements, media distribution rights reserves and land leases in North America.

After phasing out real estate financing upon the departure of former board member Charles Shirley the Company now advises and invests client capital into new and profitable opportunities in precious metals, mining and more recently the media and entertainment space. With the advent of the recession there has been a massive demand for movie entertainment content, especially feel good movies and content that elevates the spirit. The Company has recognized several very important factors with this change, there is a shortage of movie and entertainment content being

created, yet an unsatisfied demand from the networks and the general audience at the theatre. These factors resulted in the Company making its initial acquisition in the media and entertainment industry.

Capital assets are owned and managed by Buyer Group International. Through strategic partnerships the Company leases, manages or owns assets including stockpiled commodities, servicing arrangements, media distribution rights, reserves and land leases throughout North America.

The Company has 22 Lode mining claims held by, Dallas based, NVCFUND HOLDING TRUST located in Carbon County in the state of Wyoming. The asset is currently valued at approximately \$1.3 billion. The location and access to the claim is in the Medicine Bow Mountains located 30 miles west of the city of Laramie in southeastern Wyoming.

With the acquisition of Gryphon Productions LTD., the Company acquired the rights to two new feature length films to be produced, the re-release of 12 feature length motion pictures for release on DVD or Blu-ray disc and the rights to three television shows for production and distribution.

B. Distribution methods of the products or services.

The motion picture feature films and rerelease of content on DVD's will be distributed by Gryphon Productions, Ltd, dba Gryphon Distribution, Ltd..

C. Status of any publicly announced new product or services.

The Company has announced through press releases of its intent to enter the Media and Entertainment market via the production of motion picture feature films and the rerelease of content on DVD's.

D. Competitive business conditions, the issuer's competitive position in the industry, and methods of competition.

The Company faces major competition from large motion picture studios and distributors.

E. Sources and availability of raw materials and the names of principal suppliers.

Not applicable.

F. Dependence on one or a few major customers.

The Company is not dependent on one or a few major suppliers.

G. Patents, trademarks, licenses, franchises, concessions, royalty agreements or labour contracts, including their duration; and

The Company has mineral rights and are held in a NVCFUND HOLDING TRUST.

H. The need for any government approval of principal products or services. Discuss the status of any requested government approvals.

There is no need for any government approval of the Company's principal products and services.

Item 10 The nature and extent of the issuer's facilities.

The Company operates from a virtual office at the present time and full intends to lease office space in the near future. There are no requirements for any other facilities in the immediate future. The Company does not have any lease obligations at this time.

The Company has 22 Lode mining claims held by NVCFUND HOLDING TRUSCT located in Carbon County in the state of Wyoming. The location and access to the claim is in the Medicine Bow Mountains located 30 miles west of the city of Laramie in southeastern Wyoming. The mountain area is a complex of Precambrian rocks that is the core of a large asymmetric anticline bounded by west dipping thrusts on the east flank. It is bordered on the east by the north-trending Laramie Basin that contains sedimentary rocks ranging in age from Paleozoic to Recent, and on the west by the northwest trending Seraloga Valley that principally contains sedimentary rocks of Tertiary Age.

The Medicine Bow Mountains are readily accessible to motor vehicles, however some secondary roads may need snow clearing maintenance during the snow season. The mountain range is traversed by two main paved highways that cross it in an east-west direction. Wyoming State Highways 130 crossing the central part and 230 crossing the southern part. In addition to these highways there are two graded and graveled access roads into the South French Creek Mining area. A Union Pacific railhead is located at Saratoga, Wyoming just 41 miles away over good roads.

The subject precious metal lode mining claims are situated in the headwaters of the South French Creek Canyon near the county line separating western Albany County and eastern Carbon County, and are located in sections 1 and 12, Township 15 North, Range 80 West and in Sections 6 and 7, Township 15 North, Range 79 Qwest, and Sections 31 and 32, Township 16 North, Range 79 West of the 6th Principal Meridian.

Part D Management Structure and Financial Information

Item 11 **The name of the chief executive officer, member of the board of directors, as well as control persons.**

A. Officers and Directors

<u>Name</u>	<u>Position</u>
David Bryant 375 N. Stephanie St., Suite 1411 Henderson, NV 89014 Employment History: Buyer Group International 2008 to present Board Memberships and affiliations: None Compensation: \$75,000 plus performance bonus Beneficial Ownership: 189,000,000 common shares prior to the stock split Effective February 17, 2011 and 945,000 common shares post stock split	CEO and Director
Steven B. Rash 375 N. Stephanie St., Suite 1411 Henderson, NV 89014 Employment History: Provista Diagnostics, Inc. 2009 to 2010 - VP International Licensing Power3 Medical Products, Inc. 2004 to 2008 - President and CEO Board Memberships and affiliations: None Compensation: \$75,000 plus performance bonus Beneficial Ownership: None	Chief Financial Officer
Anthony Grindl 375 N. Stephanie St., Suite 1411 Henderson, NV 89014 Employment History: Retired over 5 years Board Memberships and affiliations: None Compensation: None Beneficial Ownership: None	Director
Nancy Bryant (Director) 375 N. Stephanie St., Suite 1411, Henderson, NV 89014 Employment History: Retired over 5 years Board Memberships and affiliations: None Compensation: None Beneficial Ownership: None	

B. Legal/Disciplinary History

None of the foregoing person has, in the last five years, been the subject of:

1. A conviction in a criminal proceeding or named as a defendant in a pending criminal proceeding (excluding traffic violations and other minor offenses);
2. The entry of an order, judgment, or decree, not subsequently reversed, suspended or vacated, by a court of competent jurisdiction that permanently or temporarily enjoined, barred, suspended or otherwise limited such person's involvement in any type of business, securities, commodities or banking activities;
3. A finding or judgment by a court of competent jurisdiction (in a civil action), the SEC, the CFTC, or a state securities regulator of a violation of federal or state securities or commodities law, which finding or judgment has not been reversed, suspended, or vacated.
4. The entry of an order by a self-regulatory organization that permanently or temporarily barred, suspended or otherwise limited such person's involvement in any type of business or securities activities.

C. Disclosure of Certain Relationships.

David Bryant is related to Nancy Bryant. She is his Mother.

D. Disclosure of Related Party Transactions.

None.

E. Disclosure of Conflicts of Interest.

None.

Item 12 Financial Information of the issuer's most recent fiscal period.

The financial statements for period ended December 31, 2010 are hereby incorporated by reference and attached as Exhibit 1. These financial statements include balance sheets, statements of income, statements of cash flows, a statement of changes in stockholders' equity, and financial statement notes.

Item 13 Similar financial Information for such part of the two preceding fiscal years as the issuer or its predecessor has been in existence.

The Issuer's financial statements for the fiscal years ended December 31, 2010 and December 31, 2009 are hereby incorporated by reference and attached as Exhibits 1 and 2. These financial statements include balance sheets, statements of income, statements of cash flows, a statement of changes in stockholders' equity, and financial statement notes.

Item 14 Beneficial Owners.

David Bryant, whose address is listed above, is the sole owner of more than 5% of the common stock. He owned 189,000,000 million common shares prior to the stock split effective February 17, 2011 and 945,000 common shares post-split.

Item 15 The name, address, telephone number, and email address of each of the following outside providers that advise the issuer on matters relating to operations, business development and disclosure:

1. Investment Banker

Dutchess Capital Management LLC
50 Commonwealth Avenue, Suite 2
Boston, MA 02116
(617) 301-4701

2. Promoters

La-Jolla IPO, Inc.
7486 La Jolla Blvd., Suite 360
La Jolla, CA 92037
(619) 991-5472

3. Counsel;

Anslow & Jaclin, LLP
195 Route 9 South, Suite 204
Manalapan, NJ 07726
(732) 409-1212

4. Accountant or Auditor

None.

5. Public Relations Consultant

None.

6. Investor Relations Consultant

David J. Valadez
4725 Lawrence lane
Plano, TX 75093

7. Any other advisor(s) that assisted, advised, prepared or provided information with respect to this disclosure documentation.

None.

Item 16 Management's Discussion and Analysis or Plan of Operation

A. Plan of Operation

The Company intends to continue to own and manage capital assets for investment funding and will also focus on newly identified opportunities in precious metals, mining and with the acquisition of Gryphon Productions, media and entertainment products and services. Gryphon Productions also has ownership of 12 feature length motion pictures to be released on DVD or Blu-ray disc for distribution and three television properties for production and broadcast in 2011, as well as, the completion of a new movie entitled BLOOD WILL TELL which is slated for production to start in the second quarter of 2011. The Company also has the rights to produce and distribute a second feature length motion picture. In addition, the Company intends to promote and support the acquisition of other media and entertainment content properties during 2011.

The Company intends to raise capital via the sale of the Company's current debt and the Company will also be raising capital via the issuance of equities. The capital raised will be utilized in as working capital for the Company to focus on the implementation of its strategic plan in developing a media and entertainment business. The capital raised will not be used on any research and development activities and the company does not intend to purchase any physical plants, facilities or significant equipment purchases. As the media and entertainment business develops there will be a need for additional employees during the coming year.

B. Management's Discussion and Analysis of Financial Condition and Results of Operations.

In discussing the Company's operation during the past two fiscal years it is important to understand the recent changes in the Company. Founded November 16, 1994, as a Nevada domiciled company Curlew Resource Corporation (CRC), was a wholly owned

US subsidiary of Curlew Lake Resources, Inc. (Parent), a Canadian company publicly traded on the Toronto Stock Exchange.

The purpose of the subsidiary at the time of the filing was to invest in and to finance oil, gas, and mineral leases for production in the USA on behalf of the Canadian parent. CRC drilled several wells in Bakersfield, CA and held mining interests in Colorado. The financial results of those past operations are currently unknown.

In 2004, Charles Shirley, Esq. of Aldan Capital Management obtained the control rights in CRC and divested all its oil, gas and mining interests to the parent or shareholders thereof, and put together a plan for recapitalization and further business development in real estate. In 2006, Charles Shirley agreed to a reverse merger of CRC with BGI Group LLC, a Texas Limited Liability company, and effected a change of control to David A. Bryant and changed its name to Buyer Group International, Inc. (BGI). The authorized capital also changed from 25,000 shares to 400,000,000 shares of common stock.

In 2008, Charles Stanley resigned from the Board and as an Officer of BGI and David A. Bryant sold or divested the majority of the real estate holdings by 2008.

In May 2008 David A. Bryant filed a 15c-211 and BGI became piggyback qualified and maintains a listing on the OTC:Other (Pinksheets) market listing service. The Company continued to function in the capacity of real estate financial advisory and marketing services for select clients including corporate restructuring for commercial real estate firms in Maryland, Georgia, Texas, California and New Mexico. In 2008, the Company also submitted an S-1 registration statement to the SEC to sell stock through a PIPE transaction with Dutchess Capital Management. The S-1 will be withdrawn and resubmitted in 2011 as it has not gone effective with the SEC.

In 2009, BGFI refocused its strategic adding a newly acquired ownership of 1 million units in Dallas based mineral trust NVC HOLDING TRUST in an agreement to swap assets for capital stock, promoting BGI to QIB 144 as an unregistered investment advisor with holdings valued by FAS 7 (Guide 7) financial accounting standards at over \$1.3 Billion. The Company also added tax advantaged investment services in both energy and motion pictures to its cadre of services and provides asset backed corporate guarantees for the business development of startup organizations.

In 2010, BGI acquired the rights to Gryphon Productions LTD., as well as, the rights to worldwide distribution of its media library. By investing in tax advantaged movie production projects the Company is keeping in line with its advisory services for tax advantaged investments for private clients and financing new ventures as an advisory firm that seeks to acquire new equity in start-up projects in the US and abroad that have favourable investment environments.

RISK FACTORS

An investment in our common stock involves a high degree of risk. You should carefully consider the risks described below and other information in this prospectus before investing in our common stock. If any of the following risks occur, our business operating results and financial condition could be seriously harmed. Please note that throughout the risk factors, the words "we", "our", or "us" refer to the Company and not selling stockholders.

WE HAVE A LIMITED OPERATING HISTORY THAT YOU CAN USE TO EVALUATE US, AND THE LIKELIHOOD OF OUR SUCCESS MUST BE CONSIDERED IN LIGHT OF THE PROBLEMS, EXPENSES, DIFFICULTIES, COMPLICATIONS AND DELAYS FREQUENTLY ENCOUNTERED BY A SMALL DEVELOPING COMPANY.

This investment has a high degree of risk. Before you invest you should carefully consider the risks and uncertainties described below and the other information in this report. If any of the following risks actually occur, our business, operating results and financial conditions could be harmed and the value of our stock could go down. This means you could lose all or a part of your investment.

UNLESS WE GENERATE ADDITIONAL CAPITAL THROUGH REVENUES OR FINANCINGS, WE RISK FAILURE.

We expect to incur significant capital expenses in pursuing our plans to grow our business and obtaining additional financing through stock offerings, or other feasible financing alternatives. We may also seek funding for the development and marketing of our services through strategic partnerships and other arrangements with investment partners. It is possible that such collaborative arrangements or additional funds will not be available when needed, or on terms acceptable to us, if at all.

EXISTING STOCKHOLDERS MAY EXPERIENCE SIGNIFICANT DILUTION FROM THE SALE OF OUR COMMON STOCK PURSUANT TO THE INVESTMENT AGREEMENT.

The sale of our common stock to other investors may have a dilutive impact on our shareholders. As a result, our net income per share could decrease in future periods and the market price of our common stock could decline. In addition, the lower our stock price is at the time we raise capital via the sale of our common shares, the more shares of our common stock we will have to be issued in order to adequately capitalize the Company. If our stock price decreases, then our existing shareholders would experience greater dilution.

The perceived risk of dilution may cause our stockholders to sell their shares, which would contribute to a decline in the price of our common stock. Moreover, the perceived risk of dilution and the resulting downward pressure on our stock price could encourage investors to engage in short sales of our common stock. By increasing the number of

shares offered for sale, material amounts of short selling could further contribute to progressive price declines in our common stock.

OUR INDEPENDENT AUDITORS HAVE INCLUDED A GOING CONCERN OPINION AND RELATED DISCUSSION IN THE NOTES TO OUR FINANCIAL STATEMENTS.

It should be noted that our independent auditors have included a going concern opinion and related discussion in the notes to our financial statements. The auditors have included the going concern provision because the Company showed a net loss of \$94,414 during the period of January 1, 2006 through March 31, 2008 after one time organization related expenses of \$160,000. Although the company's assets exceed the liabilities by \$22,886, the retained earnings (deficit) is \$94,414. . Until such time we receive additional debt or equity financing, there is a risk that our auditors will continue to include a going concern provision in the notes to our financial statements. We may continue to incur losses as we spend additional capital to develop and market our products and services and establish our infrastructure and organization to support anticipated operations. We cannot be certain whether we will ever earn a significant amount of revenues or profit, or, if we do, that we will be able to continue earning such revenues or profit. Any of these factors could cause our stock price to decline and result in your losing a portion or all of your investment.

WE MAY HAVE DIFFICULTY IN ATTRACTING AND RETAINING MANAGEMENT AND OUTSIDE INDEPENDENT MEMBERS TO OUR BOARD OF DIRECTORS AS A RESULT OF THEIR CONCERNS RELATING TO THEIR INCREASED PERSONAL EXPOSURE TO LAWSUITS AND STOCKHOLDER CLAIMS BY VIRTUE OF HOLDING THESE POSITIONS IN A PUBLICLY HELD COMPANY.

The directors and management of publicly traded corporations are increasingly concerned with the extent of their personal exposure to lawsuits and stockholder claims, as well as governmental and creditor claims which may be made against them, particularly in view of recent changes in securities laws imposing additional duties, obligations and liabilities on management and directors. Due to these perceived risks, directors and management are also becoming increasingly concerned with the availability of directors and officers liability insurance to pay on a timely basis the costs incurred in defending such claims. We currently do not carry limited directors and officers liability insurance. Directors and officers liability insurance has recently become much more expensive and difficult to obtain. If we are unable to provide directors and officers liability insurance at affordable rates, it may become increasingly more difficult to attract and retain qualified outside directors to serve on our board of directors.

We may lose potential independent board members and management candidates to other companies that have greater directors and officers liability insurance to insure them from liability or to companies that have revenues or have received greater funding to date which can offer greater compensation packages. The fees of directors are also rising in response to their increased duties, obligations and liabilities as well as increased exposure to such risks. As a company with a

limited operating history and limited resources, we will have a more difficult time attracting and retaining management and outside independent directors than a more established company due to these enhanced duties, obligations and liabilities.

LEGISLATIVE ACTIONS AND POTENTIAL NEW ACCOUNTING PRONOUNCEMENTS ARE LIKELY TO IMPACT OUR FUTURE FINANCIAL POSITION AND RESULTS OF OPERATIONS.

There have been regulatory changes, including the Sarbanes-Oxley Act of 2002, and there may potentially be new accounting pronouncements or additional regulatory rulings, which will have an impact on our future financial position and results of operations. The Sarbanes-Oxley Act of 2002 and other rule changes as well as proposed legislative initiatives have increased our general and administrative costs as we have incurred increased legal and accounting fees to comply with such rule changes. Further, proposed initiatives are expected to result in change in certain accounting rules, including legislative and other proposals to account for employee stock options as a compensation expense. These and other potential changes could materially increase the expenses we report under accounting principles generally accepted in the United State of America, and adversely affect out operating results.

DEPENDENCE ON KEY EMPLOYEES.

Our business is dependent upon our chief executive officer David Bryant, who is responsible for our operations, including marketing and business development.

Should Mr. Bryant leave our employ, our business may be adversely affected. In the event of future growth in administration, marketing and customer support functions, we may have to increase the depth and experience of our management team by adding new members. Our success will depend to a large degree upon the active participation of our key officers and employees. Loss of services of Mr. Bryant could have a significant adverse effect on our operations and prospects.

There can be no assurance that we will be able to employ qualified persons on acceptable terms to replace officers who become unavailable.

CERTAIN NEVADA CORPORATION LAW PROVISIONS COULD PREVENT A POTENTIAL TAKEOVER, WHICH COULD ADVERSELY AFFECT THE MARKET PRICE OF OUR COMMON STOCK.

We are incorporated in the State of Nevada. Certain provisions of Nevada corporate law could adversely affect the market price of our common stock. Because Nevada corporate law, NRS Sections 78.378 to 78.3793, contain provisions with respect to acquisition of a controlling interest in a corporation, it would be more difficult for someone to acquire control of us. Nevada corporate law also discourages proxy contests making it more difficult for you and other stockholders to elect directors other than the candidate or candidates nominated by our board of directors.

OUR COMMON STOCK IS THINLY TRADED, SO YOU MAY BE UNABLE TO SELL AT OR NEAR ASK PRICES OR AT ALL IF YOU NEED TO SELL YOUR SHARES TO RAISE MONEY OR OTHERWISE DESIRE TO LIQUIDATE YOUR SHARES.

Our common stock has historically been sporadically or "thinly-traded" on the Pink Sheets, meaning that the number of persons interested in purchasing our common stock at or near ask prices at any given time may be relatively small or non-existent. As of June 12, 2008, our average trading volume per day for the past thirty days was approximately 29,150 shares a day. This situation is attributable to a number of factors, including the fact that we are a small company which is relatively unknown to stock analysts, stock brokers, institutional investors and others in the investment community that generate or influence sales volume, and that even if we came to the attention of such persons, they tend to be risk-averse and would be reluctant to follow an unproven company such as ours or purchase or recommend the purchase of our shares until such time as we became more seasoned and viable.

As a consequence, there may be periods of several days or more when trading activity in our shares is minimal or non-existent, as compared to a mature issuer which has a large and steady volume of trading activity that will generally support continuous sales without an adverse effect on share price. It is possible that a broader or more active public trading market for our common stock will not develop or be sustained, or that current trading levels will continue.

YOU MAY BE UNABLE TO SELL YOUR COMMON STOCK AT OR ABOVE YOUR PURCHASE PRICE, WHICH MAY RESULT IN SUBSTANTIAL LOSSES TO YOU.

The following factors may add to the volatility in the price of our common stock: actual or anticipated variations in our quarterly or annual operating results; government regulations, announcements of significant acquisitions, strategic partnerships or joint ventures; our capital commitments; and additions or departures of our key personnel. Many of these factors are beyond our control and may decrease the market price of our common stock, regardless of our operating performance. We cannot make any predictions or projections as to what the prevailing market price for our common stock will be at any time, including as to whether our common stock will sustain its current market price, or as to what effect that the sale of shares or the availability of common stock for sale at any time will have on the prevailing market price.

VOLATILITY IN OUR COMMON STOCK PRICE MAY SUBJECT US TO SECURITIES LITIGATION.

The market for our common stock is characterized by significant price volatility when compared to seasoned issuers, and we expect that our share price will continue to be more volatile than a seasoned issuer for the indefinite future. In the past, plaintiffs have often initiated securities class action litigation against a company following periods of volatility in the market price of its securities. We may in the future be the target of similar litigation. Securities litigation could result in substantial costs and liabilities and could divert management's attention and resources.

OUR COMMON STOCK IS SUBJECT TO THE "PENNY STOCK" RULES OF THE SEC AND THE TRADING MARKET IN OUR SECURITIES IS LIMITED, WHICH MAKES TRANSACTIONS IN OUR STOCK CUMBERSOME AND MAY REDUCE THE VALUE OF AN INVESTMENT IN OUR STOCK.

The Securities and Exchange Commission has adopted Rule 15c-9 which establishes the definition of a "penny stock," for the purposes relevant to us, as any equity security that has a market price of less than \$5.00 per share or with an exercise price of less than \$5.00 per share, subject to certain exceptions. Inasmuch as the current bid and ask price of our common stock is less than \$5.00 per share, our shares are classified as "penny stock" under the rules of the SEC. For any transaction involving a penny stock, unless exempt, the rules require that a broker or dealer approve a person's account for transactions in penny stocks; and that the broker or dealer receives from the investor a written agreement to the transaction, setting forth the identity and quantity of the penny stock to be purchased.

In order to approve a person's account for transactions in penny stocks, the broker or dealer must: obtain financial information and investment experience objectives of the person; and make a reasonable determination that the transactions in penny stocks are suitable for that person and the person has sufficient knowledge and experience in financial matters to be capable of evaluating the risks of transactions in penny stocks. The broker or dealer must also deliver, prior to any transaction in a penny stock, a disclosure schedule prescribed by the SEC relating to the penny stock market, which, in highlight form, sets forth the basis on which the broker or dealer made the suitability determination; and that the broker or dealer received a signed, written agreement from the investor prior to the transaction. Generally, brokers may be less willing to execute transactions in securities subject to the "penny stock" rules. This may make it more difficult for investors to dispose of our common stock and cause a decline in the market value of our stock.

Disclosure also has to be made about the risks of investing in penny stocks in both public offerings and in secondary trading and about the commissions payable to both the broker-dealer and the registered representative, current quotations for the securities and the rights and remedies available to an investor in cases of fraud in penny stock transactions. Finally, monthly statements have to be sent disclosing recent price information for the penny stock held in the account and information on the limited market in penny stocks.

THE MARKET FOR PENNY STOCKS HAS SUFFERED IN RECENT YEARS FROM PATTERNS OF FRAUD AND ABUSE.

Stockholders should be aware that, according to SEC Release No. 34-29093, the market for penny stocks has suffered in recent years from patterns of fraud and abuse. Such patterns include: control of the market for the security by one or a few broker-dealers that are often related to the promoter or issuer; manipulation of prices through prearranged matching of purchases and sales and false and misleading press releases;

boiler room practices involving high-pressure sales tactics and unrealistic price projections by inexperienced sales persons; excessive and undisclosed bid-ask differential and markups by selling broker-dealers; and the wholesale dumping of the same securities by promoters and broker-dealers after prices have been manipulated to a desired level, along with the resulting inevitable collapse of those prices and with consequential investor losses.

Our management is aware of the abuses that have occurred historically in the penny stock market. Although we do not expect to be in a position to dictate the behavior of the market or of broker-dealers who participate in the market, management will strive within the confines of practical limitations to prevent the described patterns from being established with respect to our securities. The occurrence of these patterns or practices could increase the volatility of our share price.

VOTING CONTROL OF OUR COMMON STOCK IS POSSESSED BY DAVID BRYANT. ADDITIONALLY, THIS CONCENTRATION OF OWNERSHIP COULD DISCOURAGE OR PREVENT A POTENTIAL TAKEOVER OF BUYER GROUP INTERNATIONAL THAT MIGHT OTHERWISE RESULT IN YOUR RECEIVING A PREMIUM OVER THE MARKET PRICE FOR YOUR COMMON STOCK.

The voting control of our common stock is in David Bryant, our chief executive officer. Mr. Bryant owns 189,000,000 shares of our common prior to the February 17, 2011 stock split. Holders of our common stock are entitled to one non-cumulative vote on all matters submitted to our stockholders. The result of Mr. Bryant's voting control is that he has the ability to control all matters submitted to our stockholders for approval and to control our management and affairs, including extraordinary transactions such as mergers and other changes of corporate control, and going private transactions. Additionally, this concentration of voting power could discourage or prevent a potential takeover of the company that might otherwise result in your receiving a premium over the market price for your common stock.

THE ELIMINATION OF MONETARY LIABILITY AGAINST OUR DIRECTORS, OFFICERS AND EMPLOYEES UNDER OUR ARTICLES OF INCORPORATION AND THE EXISTENCE OF INDEMNIFICATION RIGHTS TO OUR DIRECTORS, OFFICERS AND EMPLOYEES MAY RESULT IN SUBSTANTIAL EXPENDITURES BY BUYER GROUP INTERNATIONAL AND MAY DISCOURAGE LAWSUITS AGAINST OUR DIRECTORS, OFFICERS AND EMPLOYEES.

Our articles of incorporation contain provisions, which eliminate the liability of our directors for monetary damages to us and our stockholders. Our bylaws also require us to indemnify our officers and directors. We may also have contractual indemnification obligations under our agreements with our directors, officers and employees. The foregoing indemnification obligations could result in our incurring substantial expenditures to cover the cost of settlement or damage awards against directors, officers and employees, which we may be unable to recoup. These provisions and resultant costs may also discourage us from bringing a lawsuit against directors, officers

and employees for breaches of their fiduciary duties, and may similarly discourage the filing of derivative litigation by our stockholders against our directors, officers and employees even though such actions, if successful, might otherwise benefit us and our stockholders.

OUR DIRECTORS HAVE THE RIGHT TO AUTHORIZE THE ISSUANCE OF ADDITIONAL SHARES OF OUR PREFERRED STOCK AND ADDITIONAL SHARES OF OUR COMMON STOCK.

Our directors, within the limitations and restrictions contained in our articles of incorporation and without further action by our stockholders, have the authority to issue shares of preferred stock from time to time in one or more series and to fix the number of shares and the relative rights, conversion rights, voting rights, and terms of redemption, liquidation preferences and any other preferences, special rights and qualifications of any such series. We have no intention of issuing additional shares of preferred stock at the present time. Any issuance of additional shares of preferred stock could adversely affect the rights of holders of our common stock.

Should we issue additional shares of our common stock at a later time, each investor's ownership interest in our stock would be proportionally reduced. No investor will have any pre-emptive right to acquire additional shares of our common stock, or any of our other securities.

C. Off-Balance Sheet Arrangements

None.

Part E Issuance History

Item 17 List of Securities offerings and shares issued for services in the past two years.

There have been no Securities offerings during the past two years.

In 2010 the Company issued 50 million common shares to La-Jolla IPO, Inc. for services and cancellation of debt.

Also in 2010 the Company issued 150,000,000 shares to David Bryant as compensation.

In February 2011 the Company issued 16,666,667 to the Magna Group for cancellation of debt.

Part F Exhibits

Item 18 Material Contracts

The Issuer has attached the following material contracts as Exhibit 3 to this Disclosure Statement: Trust Agreement between the Company and NVC Holding Trust dated August 13, 2009.

Item 19 Articles of Incorporation and Bylaws

The Issuer has attached its Articles and Bylaws as Exhibit 4 to this Disclosure Statement.

Item 20 Purchases of Equity Securities by the Issuer and Affiliated Purchasers.

None.

Item 21 Issuer's Certifications.

I, David Bryant, certify that:

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

Date: March 16, 2011

/s/
David Bryant, CEO

Exhibit 1

BUYER GROUP INTERNATIONAL, INC. AND SUBSIDIARY
Consolidated Balance Sheet
December 31, 2010 *Unaudited

Assets

Current Assets	
Cash	\$ -
Other Assets Goodwill & Intangibles	<u>1,302,240,000</u>
Total Assets	<u><u>\$ 1,302,240,000</u></u>

Liabilities and Shareholders' Equity

Current Liabilities	
Accounts payable	\$ 32,667
Interest Payable	\$ -
Stock Subscription Payable	
Current portion of Commitment Obligations	<u>13,440,000</u>
Total Current Liabilities	<u>13,472,667</u>
Long Term Commitments and Contingencies	248,727,333
Shareholders' Equity	
Capital stock	70,100
Additional paid in capital	200,000
Retained earnings (deficit)	(103,867)
Increase/(Decrease) to Goodwill	1,040,032,667
Stock subscriptions receivable	<u>(158,900)</u>
Total Shareholders' Equity	<u>1,040,040,000</u>
Total Liabilities and Shareholders' Equity	<u><u>\$ 1,302,240,000</u></u>

See accompanying notes and accountant's report

BUYER GROUP INTERNATIONAL, INC. AND SUBSIDIARY
Consolidated Statement of Income
December 31, 2010

Revenues	\$ 45,000
Cost of Sales	<u>18,000</u>
Gross Profit	27,000
Operating Expenses	
General & Administrative	<u>5,200</u>
Operating Income (Loss)	<u>21,800</u>
Other Income (Expenses)	
Loss Receivables	<u>(20,000)</u>
Total Other Income & Expenses	<u>(20,000)</u>
Net Income (Loss)	<u><u>\$ 1,800</u></u>

See accompanying notes and accountant's report

BUYER GROUP INTERNATIONAL, INC. AND SUBSIDIARY
Consolidated Statement of Cash Flows
For the Year End December 31, 2010

Cash Flows from Operating Activities	
Net Income (Loss)	\$ 1,800
Changes in operating assets and liabilities	
(Increase) decrease in investment trusts	17,964
Increase (decrease) in accounts payables	<u>(29,882)</u>
Net cash used by operating activities	(10,118)
Cash Flows from Investing Activities	
Payments on line of credit	-
Cash Flows from Financing Activities	
Payments on stock subscriptions receivable	<u> </u>
Net Increase in Cash	(10,118)
Cash at Beginning of Period	<u>10,118</u>
Cash at End of Period	<u><u>\$ -</u></u>
Supplemental Disclosures:	
Cash paid for interest	<u><u>\$ -</u></u>
Cash paid for income taxes	<u><u>\$ -</u></u>

BUYER GROUP INTERNATIONAL, INC. & SUBSIDIARY
Consolidated Statement of Shareholders' Equity

	<u>December 2009</u>	<u>Changes</u>	<u>December 2010</u>
Retained Earnings	\$ -	\$ -	\$ -
Net Income (Loss)	<u>(11,757)</u>	<u>13,557</u>	<u>1,800</u>
Total Retained Earnings (Deficit)	(73,358)	1,800	(71,558)
Common Stock	70,100	228,790	298,890
Additional Paid in Capital	200,000	1,039,894,475	1,039,955,368
Stock Subscriptions Receivable	<u>(200,000)</u>	<u>57,300</u>	<u>(142,700)</u>
Total Shareholders' Equity	<u>\$ (3,258)</u>	<u>\$ 1,040,182,365</u>	<u>\$ 1,040,040,000</u>

See accompanying notes and accountant's report.

BUYER GROUP INTERNATIONAL, INC. AND SUBSIDIARY
Notes to the Financial Statements
December 31, 2010

Note 1 - Organization and Business

Buyer Group International, Inc. (the Company), a Nevada corporation, is a publicly traded company with its principal offices in Austin, Texas, with a subsidiary office in Dallas, Texas. The core business of the Company is advisory services in real estate, oil, gas, minerals, energy and entertainment, directing investments into profitable, tax advantageous private placement opportunities. The company seeks to grow by further capitalizing on its Goodwill and directing investments into tax advantageous projects. As of August 17, 2010 the company acquired an undivided interest in 1 million units of NVCFund Holding Trust, a Dallas based mineral trust with holdings valued at over \$128 Billion in a stock/unit swap. The value of the holdings qualify Buyer Group International, Inc. at the 144a non-registered investment advisor status by the Investment Company Act of 1940 by advising the trust as a

Note 2 - Summary of Significant Accounting Policies

Cash and Cash Equivalents

Cash and cash equivalents include money market accounts and highly liquid investments with an original maturity of three months or less.

Concentration of Credit Risk

The Company maintains its cash in bank deposit accounts, which at times may exceed federally insured limits. The Company has not experienced any losses in such accounts and management believes that it is not exposed to any significant credit risk for cash.

Principles of Consolidation

The accompanying consolidated financial statements present the consolidated balance sheet, consolidated statement of income and consolidated statement of cash flows of Buyer Group International, Inc. and its subsidiary. All significant intercompany transactions and balances have been

Investment Trusts

Investment Trusts consisting of proven mineral reserved and hard assets of less than 20% are recorded on a cost accounting basis, with the rest of the valuation at the time of acquisition going to goodwill, amortized over a 20 year life. Cost of the units acquired are in a swap agreement date August 17th, 2010 and are valued at \$1.3 Billion with the cost payable over a 20 year period. The net asset value of the units in holding as of December 2010 was approximately \$2.1 Billion USD. Proven mineral reserves are stated as per the SEC Industry Guide 7 requirements for development stage companies. Evaluations are by licensed third parties and impairments will accordingly go against Goodwill.

Advertising

The Company's policy is to expense advertising costs as incurred and amounted to \$5000 for 2010.

Property, Plant and Equipment

Property, plant and equipment are depreciated over their expected useful lives using the straight-line method. Maintenance and repairs that do not extend the life of assets are expensed as incurred. Expenditures which improve or extend the life of assets are capitalized. Leases that are not operational are capitalized. At December 31, 2010, property, plant and equipment totaled \$2.1 Billion.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts and assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Income Taxes

The Company accounts for income taxes under Statement of Financial Accounting Standards No. 109, "Accounting for Income Taxes" (SFAS No. 109), which requires use of the liability method. SFAS No. 109 provides that deferred tax assets and liabilities are recorded based on the differences between the tax bases of assets and liabilities and their carrying amounts for financial reporting purposes, referred to as temporary differences. Deferred tax assets and liabilities at the end of each period are determined using the currently enacted tax rates applied to taxable income in the periods in which the deferred tax assets and liabilities are expected to be settled or realized.

U.S. federal statutory rate - 34.00%

Valuation Reserve - 34.00%

Total - 0.00%

As of December 31, 2010, the Company has a net operating loss carryforward of approximately \$71,558 for tax purposes, which will be available to offset future taxable income.

Organizational Expenses

In accordance with generally accepted accounting principles, one time organization costs of \$40,000 were expensed in 2008. No further organization costs are anticipated by management.

Note 3 - Subsidiaries

The following parent/subsidiary relationship exist:

Buyer Group International, Inc.
none (all subsidiary interest divested April 1, 2008)

Note 4 - Commitments and Contingencies

Claims

The Company is periodically involved in various claims and other actions arising in the ordinary course of business. Management is not aware of any asserted or unasserted claims that will have a material adverse effect on the financial position or results of operations of the Company.

Going Concern

As indicated in the accompanying financial statements, the Company showed a net loss of \$199,389 during the year ended December 31, 2006 after one time organization related expenses of \$160,000. As of that date, the Company's current liabilities of \$150,558 exceeded its current assets by \$136,685 and its total liabilities exceeded in its total assets by \$139,389. 2007 reflected a profit of \$107,269 which included forgiveness of debt income of \$102,000 and insurance proceeds of \$47,500. These factors create an uncertainty about the Company's ability to continue as a going concern. Management has developed a plan to reduce its liabilities through the sale of assets and through obtaining additional capital. The ability of the Company to continue as a going concern is dependent on acquiring this additional capital. The financial statements do not include any adjustments that might be necessary if the Company is unable to continue as a going concern.

Note 5 - Stockholders' Equity

The Company board authorized 400,000,000 shares of its \$0.001 par value common stock, and amended its Articles of Organization and Bylaws to include 160,000 shares of a newly created Class A Preferred \$1 par value w/ superior voting rights, and 2,000,000,000 Class B Convertible Preferred \$1 par value as of December 31, 2010.

As of December 31, 2010 the company had outstanding 60,000,000 of its common stock.

As of December 31, 2010 the company had outstanding 100,000 of its Class A Preferred stock.

As of December 31, 2010 the company had outstanding 1,000,000 of its Class B Preferred stock.

Note 6 - Line of Credit, Warrants & Options

The Company currently maintains no lines of credit or outstanding obligations to banks.

As of 2010, there were no outstanding warrants, all warrants having expired or converted.

Note 7 - Related party transactions

The officers and directors of the Company are involved in other business activities and may, in the future become involved in other business opportunities. If a specific business opportunity becomes available, such person may face a conflict in selecting between the Company and their other business interest. The Company has not formulated a policy for the resolution of such conflicts.

Note 8 - Investment Notes, Loans and Notes Payable

In 2008, the company obtained the development and marketing rights of two plots of land, totalling 1,470,000 sq. ft. One property is recorded at an estimated market value of \$2,000,000 by certified opinion the 2nd approximating \$200,000 by sq. footage method. Buyer Group International, Inc., BGI retains the development rights for this property and as a result issued a guarantee in the amount of \$2,000,000.00 to the current estate holding title for payment within five years from date of acquisition of rights. The guarantee obligation was issued in the form of promissory note convertible at par value against common stock.

October 25, 2010 Buyer Group International, Inc. converted \$5000 worth of shares at \$.0001 to Stratos Group LLC, issuing 50,000,000 shares on behalf of the company for advertising and marketing.

Exhibit 2

BUYER GROUP INTERNATIONAL, INC. AND SUBSIDIARY

Consolidated Balance Sheet December 31, 2009 *Unaudited

Assets

Current Assets	
Cash	\$ 10,118
Other Assets Goodwill & Intangibles	<u>1,302,200,000</u>
Total Assets	<u>\$ 1,302,210,118</u>

Liabilities and Shareholders' Equity

Current Liabilities	
Accounts payable	\$ 2,785
Interest Payable	\$ -
Stock Subscription Payable	
Current portion of Commitment Obligations	<u>13,440,000</u>
Total Current Liabilities	<u>13,442,785</u>
Long Term Commitments and Contingencies	248,757,215
Shareholders' Equity	
Capital stock	70,100
Additional paid in capital	200,000
Retained earnings (deficit)	(103,867)
Increase/(Decrease) to Goodwill	1,040,002,785
Stock subscriptions receivable	<u>(158,900)</u>
Total Shareholders' Equity	<u>1,040,010,118</u>
Total Liabilities and Shareholders' Equity	<u>\$ 1,302,210,118</u>

See accompanying notes and accountant's report
BUYER GROUP INTERNATIONAL, INC. AND SUBSIDIARY
Consolidated Statement of Income
December 31, 2009

Revenues	\$ 25,000
Cost of Sales	<u>13,557</u>
Gross Profit	11,443
Operating Expenses	
General & Administrative	<u>3,200</u>
Operating Income (Loss)	<u>8,243</u>
Other Income (Expenses)	
Loss Receivables	<u>(20,000)</u>
Total Other Income & Expenses	<u>(20,000)</u>
Net Income (Loss)	<u><u>\$ (11,757)</u></u>

See accompanying notes and accountant's report
BUYER GROUP INTERNATIONAL, INC. AND SUBSIDIARY
Consolidated Statement of Cash Flows
For the Year End December 31, 2009

Cash Flows from Operating Activities	
Net Income (Loss)	\$ (11,757)
Changes in operating assets and liabilities	
(Increase) decrease in investment trusts	18,867
Increase (decrease) in accounts payables	2,785
	<hr/>
Net cash used by operating activities	9,895
 Cash Flows from Investing Activities	
Payments on line of credit	-
 Cash Flows from Financing Activities	
Payments on stock subscriptions receivable	<hr/>
 Net Increase in Cash	9,895
 Cash at Beginning of Period	<hr/> 223
 Cash at End of Period	<hr/> <hr/> \$ 10,118
 Supplemental Disclosures:	
Cash paid for interest	<hr/> <hr/> \$ -
 Cash paid for income taxes	<hr/> <hr/> \$ -

BUYER GROUP INTERNATIONAL, INC. & SUBSIDIARY
Consolidated Statement of Shareholders' Equity

	<u>December 2008</u>	<u>Changes</u>	<u>December 2009</u>
Retained Earnings	\$ -	\$ -	\$ -
Net Income (Loss)	<u>30,519</u>	<u>(11,757)</u>	<u>(11,757)</u>
Total Retained Earnings (Deficit)	(61,601)	11,757	(73,358)
Common Stock	60,000	10,100	70,100
Additional Paid in Capital/Goodwill	200,000	1,039,894,475	1,040,094,475
Stock Subscriptions Receivable	<u>(200,000)</u>	<u>57,300</u>	<u>(142,700)</u>
Total Shareholders' Equity	<u>\$ (1,601)</u>	<u>\$ 1,039,973,632</u>	<u>\$ 1,039,948,517</u>

See accompanying notes and accountant's report.

BUYER GROUP INTERNATIONAL, INC. AND SUBSIDIARY
Notes to the Financial Statements
December 31, 2009

Note 1 - Organization and Business

Buyer Group International, Inc. (the Company), a Nevada corporation, is a publicly traded company with its principal offices in Austin, Texas, with a subsidiary office in Dallas, Texas. The core business of the Company is advisory services in real estate, oil, gas, minerals, energy and entertainment, directing investments into profitable, tax advantageous private placement opportunities. The company seeks to grow by further capitalizing on its Goodwill and directing investments into tax advantageous projects. As of August 17, 2009 the company acquired an undivided interest in 1 million units of NVCFund Holding Trust, a Dallas based mineral trust with holdings valued at over \$128 Billion in a stock/unit swap. The value of the holdings qualify Buyer Group International, Inc. at the 144a non-registered investment advisor status by the Investment Company Act of 1940 by advising the trust as a

Note 2 - Summary of Significant Accounting Policies

Cash and Cash Equivalents

Cash and cash equivalents include money market accounts and highly liquid investments with an original maturity of three months or less.

Concentration of Credit Risk

The Company maintains its cash in bank deposit accounts, which at times may exceed federally insured limits. The Company has not experienced any losses in such accounts and management believes that it is not exposed to any significant credit risk for cash.

Principles of Consolidation

The accompanying consolidated financial statements present the consolidated balance sheet, consolidated statement of income and consolidated statement of cash flows of Buyer Group International, Inc. and its subsidiary. All significant intercompany transactions and balances have been

Investment Trusts

Investment Trusts consisting of proven mineral reserved and hard assets of less than 20% are recorded on a cost accounting basis, with the rest of the valuation at the time of acquisition going to goodwill, amortized over a 20 year life. Cost of the units acquired are in a swap agreement date August 17th, 2009 and are valued at \$1.3 Billion with the cost payable over a 20 year period. The net asset value of the units in holding as of December 2009 was approximately \$2.1 Billion USD. Proven mineral reserves are stated as per the SEC Industry Guide 7 requirements for development stage companies. Evaluations are by licensed third parties and impairments will accordingly go against Goodwill.

Advertising

The Company's policy is to expense advertising costs as incurred and amounted to \$5000 for 2009.

Property, Plant and Equipment

Property, plant and equipment are depreciated over their expected useful lives using the straight-line method. Maintenance and repairs that do not extend the life of assets are expensed as incurred. Expenditures which improve or extend the life of assets are capitalized. Leases that are not operational are capitalized. At December 31, 2009, property, plant and equipment totaled \$2.1 Billion.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts and assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Income Taxes

The Company accounts for income taxes under Statement of Financial Accounting Standards No. 109, "Accounting for Income Taxes" (SFAS No. 109), which requires use of the liability method. SFAS No. 109 provides that deferred tax assets and liabilities are recorded based on the differences between the tax bases of assets and liabilities and their carrying amounts for financial reporting purposes, referred to as temporary differences. Deferred tax assets and liabilities at the end of each period are determined using the currently enacted tax rates applied to taxable income in the periods in which the deferred tax assets and liabilities are expected to be settled or realized.

U.S. federal statutory rate - 34.00%

Valuation Reserve - 34.00%

Total - 0.00%

As of December 31, 2009, the Company has a net operating loss carryforward of approximately \$77,806 for tax purposes, which will be available to offset future taxable income.

Organizational Expenses

In accordance with generally accepted accounting principles, one time organization costs of \$40,000 were expensed in 2008. No further organization costs are anticipated by management.

Note 3 - Subsidiaries

The following parent/subsidiary relationship exist:

Buyer Group International, Inc.
none (all subsidiary interest divested April 1, 2008)

Note 4 - Commitments and Contingencies

Claims

The Company is periodically involved in various claims and other actions arising in the ordinary course of business. Management is not aware of any asserted or unasserted claims that will have a material adverse effect on the financial position or results of operations of the Company.

Going Concern

As indicated in the accompanying financial statements, the Company showed a net loss of \$199,389 during the year ended December 31, 2006 after one time organization related expenses of \$160,000. As of that date, the Company's current liabilities of \$150,558 exceeded its current assets by \$136,685 and its total liabilities exceeded in its total assets by \$139,389. 2007 reflected a profit of \$107,269 which included forgiveness of debt income of \$102,000 and insurance proceeds of \$47,500. These factors create an uncertainty about the Company's ability to continue as a going concern. Management has developed a plan to reduce its liabilities through the sale of assets and through obtaining additional capital. The ability of the Company to continue as a going concern is dependent on acquiring this additional capital. The financial statements do not include any adjustments that might be necessary if the Company is unable to continue as a going concern.

Note 5 - Stockholders' Equity

The Company board authorized 400,000,000 shares of its \$0.001 par value common stock, and amended its Articles of Organization and Bylaws to include 160,000 shares of a newly created Class A Preferred \$1 par value w/ superior voting rights, and 2,000,000,000 Class B Convertible Preferred \$1 par value as of December 31, 2009.

As of December 31, 2009 the company had outstanding 70,100,000 of its common stock.

As of December 31, 2009 the company had authorized 160,000 of its Class A Preferred stock with superior voting rights with 158,866 authorized to David A. Bryant, Director, with 75% control rights

As of December 31, 2009 the company had authorized 1,000,000,000 of Class B Preferred stock with 520,000,000 shares outstanding to NVCFund Holding trust par value \$2.50 per share.

Note 6 - Line of Credit, Warrants & Options

The Company currently maintains no lines of credit or outstanding obligations to banks.

As of April 30, 2008, there were 42,854,000 warrants outstanding, at \$.05 per warrant. As of 2009, there were no outstanding warrants, all warrants having expired or converted.

Note 7 - Related party transactions

The officers and directors of the Company are involved in other business activities and may, in the future become involved in other business opportunities. If a specific business opportunity becomes available, such person may face a conflict in selecting between the Company and their other business interest. The Company has not formulated a policy for the resolution of such conflicts.

Note 8 - Investment Notes, Loans and Notes Payable

In 2008, the company obtained the development and marketing rights of two plots of land, totalling 1,470,000 sq. ft. One property is recorded at an estimated market value of \$2,000,000 by certified opinion the 2nd approximating \$200,000 by sq. footage method. Buyer Group International, Inc., BGI retains the development rights for this property and as a result issued a guarantee in the amount of \$2,000,000.00 to the current estate holding title for payment within five years from date of acquisition of rights. The guarantee obligation was issued in the form of promissory note convertible at par value against common stock.

Exhibit 3

Buyer Group International, Inc.

1301 Live Oak Road
Leander, TX 78641

512-234-6765 o
866-455-2188 f
info@buyergroupint.com

TRUST INVESTMENT AGREEMENT

This Investment Agreement ("AGREEMENT"), dated as of August 13th, 2009 is created by and between **NVC Holding Trust, Inc.** a Massachusetts Trust Corporation (the "Trust"), and **Buyer Group International, Inc.**, a Nevada corporation (the "Investor").

WHEREAS, the parties desire that, upon the terms and subject to the conditions contained herein, the Investor shall invest in up to One Million units (1,000,000) of the Trust's Units, \$1300 par value per share (the "Units");

WHEREAS the Investor shall make payment to the Trust in the form of financial instruments or securities (Exhibit A) drawn on and backed by the Assets consisting of the Units;

WHEREAS, such investments will be made in reliance upon the Securities Act of 1933, as amended (the "1933 Act"), Rule 506 of Regulation D, and the rules and regulations promulgated thereunder, and/or upon such other exemption from the registration requirements of the 1933 Act as may be available with respect to any or all of the investments in Units to be made hereunder; and

NOW THEREFORE, in consideration of the foregoing recitals, which shall be considered an integral part of this Agreement, the covenants and agreements set forth hereafter, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Trust and the Investor hereby agree as follows:

SECTION 1. DEFINITIONS.

As used in this Agreement, the following terms shall have the following meanings specified or indicated below, and such meanings shall be equally applicable to the singular and plural forms of such defined terms.

"1933 Act" shall have the meaning set forth in the preamble of this agreement.

"1934 Act" shall mean the Securities Exchange Act of 1934, as it may be amended.

"Closing Date" shall mean no more than seven (7) Trading Days following the Put Notice Date.

"Units" shall have the meaning set forth in the preamble of this Agreement.

"Effective Date" shall mean the date the SEC declares effective under the 1933 Act the Registration Statement covering the Securities.

"Execution Date" shall mean the date indicated in the preamble to this Agreement.

"Indemnities" shall have the meaning specified in Section 11.

"Indemnified Liabilities" shall have the meaning specified in Section 11.

"Investor" shall have the meaning indicated in the preamble of this Agreement.

"Material Adverse Effect" shall have the meaning specified in Section 4(A).

"SEC" shall mean the U.S. Securities & Exchange Commission.

"Securities" shall mean the shares of Units issued pursuant to the terms of the Agreement.

"Shares" shall mean the undivided per unit share of the Trust's Units.

SECTION 2. ACQUISITION OF UNITS. CONSIDERATION

(A) ACQUISITION OF UNITS. Subject to the terms and conditions set forth herein, and for value received, the Trust shall issue to the Investor, and the Investor shall have the right and the obligation to purchase from the Trust, up to that number of Units having an aggregate purchase price of One Billion Three Hundred Million US Dollars (\$1,300,000,000.00) ("Book Value").

(B) CONSIDERATION. For value received, in good and valuable Consideration of Units provided by the Trust the Investor shall provide to the Trust payment in the form of Commercial Paper or Scrip, Notes or Bonds, Convertible Debt or Equity Shares, Preferred or Common, Letters of Credit, Preferred Trust Shares, or Certificates of Deposit (**Exhibit A**).

(C) DELIVERY OF NOTICES.

(I) Subject to the terms and conditions of this Document, the Trust may, shall deliver a Notice to the Investor which states the dollar amount (designated in U.S. Dollars) of the Units, which the Trust intends to sell to the Investor on the Closing Date (the "Units"). The notice should indicate the amount to be delivered up to One Million Units equal to One Billion Three Hundred Million US Dollars in value.

(C) CONDITIONS TO INVESTOR'S OBLIGATION TO PURCHASE UNITS. Notwithstanding anything to the contrary in this Agreement, the Trust shall be entitled to deliver a Notice and PUT to the Investor of the UNITS whereby the Investor shall be obligated to purchase the Units at a Closing.

(I) the Trust has complied with its obligations and is otherwise not in breach of or in default under, this Agreement, or any of the Trust Indenture Agreements or any other agreement executed in connection herewith which has not been cured prior to delivery of this agreement;

(II) no injunction shall have been issued and remain in force, or action commenced by a governmental authority which has not been stayed or abandoned, prohibiting the purchase or the issuance of the Securities; and

(III) the issuance of the Units or Securities will not violate any shareholder approval requirements of either party.

If any of the events described in clauses (I) through (V) above occurs during a Pricing Period, then the Investor shall have no obligation to purchase the Put Amount of Units set forth in the applicable Put Notice.

(D) MECHANICS OF PURCHASE OF UNITS BY INVESTOR. Subject to the satisfaction of the conditions set forth herein the closing of the purchase by the Investor of Units (a "Closing") shall occur on the date which is no later than seven (7) Business Days following the applicable Notice Date (a "Closing Date") from the Trust of the Put of the Units to the Investor. Prior to each Closing Date, (I) the Trust shall deliver to the Investor pursuant to this Agreement, certificates representing the Shares to be issued to the Investor on such date and registered in the name of the Investor; and (II) the Investor shall deliver to the Trust the Consideration to be paid for such Units. In lieu of delivering physical certificates representing the Securities and provided that the Trust's transfer agent then is participating in The Depository Trust ("DTC") Fast Automated Securities Transfer ("FAST") program or DRS account transfer, upon request of the Investor, the Trust shall use all commercially reasonable efforts to cause its transfer agent to electronically transmit the Securities by crediting the account of the Investor.

SECTION 3. INVESTOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS.

The Investor represents and warrants to the Trust, and covenants, that:

(A) SOPHISTICATED INVESTOR. The Investor has, by reason of its business and financial experience, such knowledge, sophistication and experience in financial and business matters and in making investment decisions of this type that it is capable of (I) evaluating the merits and risks of an investment in the Securities and making an informed investment decision; (II) protecting its own interest; and (III) bearing the economic risk of such investment for an indefinite period of time.

(B) AUTHORIZATION; ENFORCEMENT. This Agreement has been duly and validly authorized, executed and delivered on behalf of the Investor and is a valid and binding agreement of the Investor enforceable against the Investor in accordance with its terms, subject as to enforceability to general principles of equity and to applicable bankruptcy, insolvency, reorganization, moratorium, liquidation and other similar laws relating to, or affecting generally, the enforcement of applicable creditors' rights and remedies.

(C) OPPORTUNITY TO DISCUSS. The Investor has received all materials relating to the Trust's business, finance and operations which it has requested. The Investor has had an opportunity to discuss the business, management and financial affairs of the Trust with the Trust's management.

(D) INVESTMENT PURPOSES. The Investor is purchasing the Securities for its own account for investment purposes and not with a view towards distribution and agrees to resell or otherwise dispose of the Securities solely in accordance with the registration provisions of the 1933 Act (or pursuant to an exemption from such registration provisions).

(E) NO REGISTRATION AS AN ADVISER/DEALER. The Investor is not and will not be required to be registered as an "Adviser" or "Dealer" under the 1934 Act, either as a result of its execution and performance of its obligations under this Agreement or otherwise.

(F) TAX LIABILITIES. The Investor understands that it is liable for its own tax liabilities.

SECTION 4. REPRESENTATIONS AND WARRANTIES OF THE TRUST.

The Trust represents and warrants to the Investor that:

(A) ORGANIZATION AND QUALIFICATION. The Trust is a corporation duly organized and validly existing in good standing under the laws of the United States of America, and has the requisite corporate power and authorization to own its properties and to carry on its business as now being conducted. Both the Trust and the companies it owns or controls ("Subsidiaries") are duly qualified to do business and are in good standing in every jurisdiction in which its ownership of property or the nature of the business conducted by it makes such qualification necessary, except to the extent that the failure to be so qualified or be in good standing would not have a Material Adverse Effect. As used in this Agreement, "Material Adverse Effect" means any material adverse effect on the business, properties, assets, operations, results of operations, financial condition or prospects of the Trust and its Subsidiaries, if any, taken as a whole, or on the transactions contemplated hereby or by the agreements and instruments to be entered into in connection herewith, or on the authority or ability of the Trust to perform its obligations under the Documents (as defined in Section 1 and 4(B), below).

(B) AUTHORIZATION; COMPLIANCE WITH OTHER INSTRUMENTS.

(I) The Trust has the requisite corporate power and authority to enter into and perform this Investment Agreement and the Registration Rights Agreement (collectively, the "Documents"), and to issue the Securities in accordance with the terms hereof and thereof.

(II) The execution and delivery of the Documents by the Trust and the consummation by it of the transactions contemplated hereby and thereby, including without limitation the reservation for issuance and the issuance of the Securities pursuant to this Agreement, have been duly and validly authorized by the Trust's Board of Directors and no further consent or authorization is required by the Trust, its Board of Directors, or its shareholders.

(C) CAPITALIZATION. As of the date hereof, the authorized capital stock of the Trust consists of 1,000,000,000 shares of Units, \$1300 par value per unit, of which as of the date hereof, _____ units are issued and outstanding.

Except as disclosed in the Trust's publicly available filings with the SEC:

(I) no shares of the Trust's capital stock are subject to preemptive rights or any other similar rights or any liens or encumbrances suffered or permitted by the Trust; (II) there are no outstanding debt securities; (III) there are no outstanding shares of capital stock, options, warrants, scrip, rights to subscribe to, calls or commitments of any character

whatsoever relating to, or securities or rights convertible into, any shares of capital stock of the Trust or any of its Subsidiaries, or contracts, commitments, understandings or arrangements by which the Trust or any of its Subsidiaries is or may become bound to issue additional shares of capital stock of the Trust or any of its Subsidiaries or options, warrants, scrip, rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities or rights convertible into, any shares of capital stock of the Trust or any of its Subsidiaries; (IV) there are no agreements or arrangements under which the Trust or any of its Subsidiaries is obligated to register the sale of any of their securities under the 1933 Act (except the Registration Rights Agreement); (V) there are no outstanding securities of the Trust or any of its Subsidiaries which contain any redemption or similar provisions, and there are no contracts, commitments, understandings or arrangements by which the Trust or any of its Subsidiaries is or may become bound to redeem a security of the Trust or any of its Subsidiaries; (VI) there are no securities or instruments containing anti-dilution or similar provisions that will be triggered by the issuance of the Securities as described in this Agreement; (VII) the Trust does not have any stock appreciation rights or "phantom stock" plans or agreements or any similar plan or agreement; and (VIII) there is no dispute as to the classification of any shares of the Trust's capital stock.

The Trust has furnished to the Investor, or the Investor has had access through EDGAR to, true and correct copies of the Trust's Amended and Restated Certificate of Incorporation, as in effect on the date hereof (the "Certificate of Incorporation"), and the Trust's By-laws, as in effect on the date hereof (the "By-laws"), and the terms of all securities convertible into or exercisable for Units and the material rights of the holders thereof in respect thereto.

(D) ISSUANCE OF UNITS. The Trust has reserved 1,000,000 UNITS for issuance pursuant to this Agreement, which have been duly authorized and reserved those Shares for issuance (subject to adjustment pursuant to the Trust's covenant set forth in Section 5(F) below) pursuant to this Agreement. Upon issuance in accordance with this Agreement, the Securities will be validly issued, fully paid for and non-assessable and free from all taxes, liens and charges with respect to the issue thereof. In the event the Trust cannot register a sufficient number of Shares for issuance pursuant to this Agreement, the Trust will use its best efforts to authorize and reserve for issuance the number of Shares required for the Trust to perform its obligations hereunder as soon as reasonably practicable.

(E) NO CONFLICTS. The execution, delivery and performance of the Documents by the Trust and the consummation by the Trust of the transactions contemplated hereby and thereby will not (I) result in a violation of the Certificate of Incorporation, any Certificate of Designations, Preferences and Rights of any outstanding series of preferred stock of the Trust or the By-laws; or (II) conflict with, or constitute a material default (or an event which with notice or lapse of time or both would become a material default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any material agreement, contract, indenture mortgage, indebtedness or instrument to which the Trust or any of its Subsidiaries is a party, or to the Trust's knowledge result in a violation of any law, rule, regulation, order, judgment or decree (including United States federal and state securities laws and regulations and the rules and regulations of the Principal Market or principal securities exchange or trading market on which the Units is traded or listed) applicable to the Trust or any of its Subsidiaries or by which any property or asset of the Trust or any of its Subsidiaries is bound or affected. Except as

disclosed in Schedule 4(e), neither the Trust nor its Subsidiaries is in violation of any term of, or in default under, the Certificate of Incorporation, any Certificate of Designations, Preferences and Rights of any outstanding series of preferred stock of the Trust or the By-laws or their organizational charter or by-laws, respectively, or any contract, agreement, mortgage, indebtedness, indenture, instrument, judgment, decree or order or any statute, rule or regulation applicable to the Trust or its Subsidiaries, except for possible conflicts, defaults, terminations, amendments, accelerations, cancellations and violations that would not individually or in the aggregate have or constitute a Material Adverse Effect. The business of the Trust and its Subsidiaries is not being conducted, and shall not be conducted, in violation of any law, statute, ordinance, rule, order or regulation of any governmental authority or agency, regulatory or self-regulatory agency, or court, except for possible violations the sanctions for which either individually or in the aggregate would not have a Material Adverse Effect. Except as specifically contemplated by this Agreement and as required under the 1933 Act or any securities laws of any states, to the Trust's knowledge, the Trust is not required to obtain any consent, authorization, permit or order of, or make any filing or registration (except the filing of a registration statement as outlined in the Registration Rights Agreement between the Parties) with, any court, governmental authority or agency, regulatory or self-regulatory agency or other third party in order for it to execute, deliver or perform any of its obligations under, or contemplated by, the Documents in accordance with the terms hereof or thereof. All consents, authorizations, permits, orders, filings and registrations which the Trust is required to obtain pursuant to the preceding sentence have been obtained or effected on or prior to the date hereof and are in full force and effect as of the date hereof. Except as disclosed in Schedule 4(e), the Trust and its Subsidiaries are unaware of any facts or circumstances which might give rise to any of the foregoing. The Trust is not, and will not be, in violation of the listing requirements of the Principal Market as in effect on the date hereof and on each of the Closing Dates and is not aware of any facts which would reasonably lead to delisting of the Units by the Principal Market in the foreseeable future.

(F) ABSENCE OF CERTAIN CHANGES. Except as otherwise set forth in the SEC Documents, the Trust does not intend to change the business operations of the Trust in any material way. The Trust has not taken any steps, and does not currently expect to take any steps, to seek protection pursuant to any bankruptcy law nor does the Trust or its Subsidiaries have any knowledge or reason to believe that its creditors intend to initiate involuntary bankruptcy proceedings.

(G) NO UNDISCLOSED LIABILITIES, DEVELOPMENTS OR CIRCUMSTANCES. Except as set forth in the SEC Documents, as of the date hereof, no event, liability, development or circumstance has occurred or exists, or to the Trust's knowledge is contemplated to occur, with respect to the Trust or its Subsidiaries or their respective business, properties, assets, prospects, operations or financial condition, that would be required to be disclosed by the Trust under applicable securities laws on a registration statement filed with the SEC relating to an issuance and sale by the Trust of its Units and which has not been publicly announced.

(H) EMPLOYEE RELATIONS. Neither the Trust nor any of its Subsidiaries is involved in any union labor dispute nor, to the knowledge of the Trust or any of its Subsidiaries, is any such dispute threatened. Neither the Trust nor any of its Subsidiaries is a party to a collective bargaining agreement, and the Trust and its Subsidiaries believe that relations with their employees are good. No executive officer (as defined in Rule 501(f) of the

1933 Act) has notified the Trust that such officer intends to leave the Trust's employ or otherwise terminate such officer's employment with the Trust.

(I) INTELLECTUAL PROPERTY RIGHTS. The Trust and its Subsidiaries own or possess adequate rights or licenses to use all trademarks, trade names, service marks, service mark registrations, service names, patents, patent rights, copyrights, inventions, licenses, approvals, governmental authorizations, trade secrets and rights necessary to conduct their respective businesses as now conducted. Except as set forth in the SEC Documents, none of the Trust's trademarks, trade names, service marks, service mark registrations, service names, patents, patent rights, copyrights, inventions, licenses, approvals, government authorizations, trade secrets or other intellectual property rights necessary to conduct its business as now or as proposed to be conducted have expired or terminated, or are expected to expire or terminate within two (2) years from the date of this Agreement. The Trust and its Subsidiaries do not have any knowledge of any infringement by the Trust or its Subsidiaries of trademark, trade name rights, patents, patent rights, copyrights, inventions, licenses, service names, service marks, service mark registrations, trade secret or other similar rights of others, or of any such development of similar or identical trade secrets or technical information by others and, except as set forth in the SEC Documents, there is no claim, action or proceeding being made or brought against, or to the Trust's knowledge, being threatened against, the Trust or its Subsidiaries regarding trademark, trade name, patents, patent rights, invention, copyright, license, service names, service marks, service mark registrations, trade secret or other infringement; and the Trust and its Subsidiaries are unaware of any facts or circumstances which might give rise to any of the foregoing. The Trust and its Subsidiaries have taken commercially reasonable security measures to protect the secrecy, confidentiality and value of all of their intellectual properties.

(J) ENVIRONMENTAL LAWS. The Trust and its Subsidiaries (I) are, to the best knowledge of the management and directors of the Trust and its Subsidiaries, in compliance with any and all applicable foreign, federal, state and local laws and regulations relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants ("Environmental Laws") only where the failure to so comply would have, individually or in the aggregate, a Material Adverse Effect; ; (II) have, to the knowledge of the management and directors of the Trust, received all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses, only where the failure to so receive would have, individually or in the aggregate, a Material Adverse Effect; and (III) are in compliance, to the knowledge of the management and directors of the Trust, with all terms and conditions of any such permit, license or approval only where the failure to so comply would have, individually or in the aggregate, a Material Adverse Effect.

(K) TITLE. The Trust and its Subsidiaries have good and marketable title to all personal property owned by them which is material to the business of the Trust and its Subsidiaries, in each case free and clear of all liens, encumbrances and defects except such as are described in the SEC Documents or such as do not materially affect the value of such property and do not interfere with the use made and proposed to be made of such property by the Trust or any of its Subsidiaries. Any real property and facilities held under lease by the Trust or any of its Subsidiaries are held by them under valid, subsisting and enforceable leases with such exceptions as are not material and do not

interfere with the use made and proposed to be made of such property and buildings by the Trust and its Subsidiaries.

(L) INSURANCE. Each of the Trust's Subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as management of the Trust reasonably believes to be prudent and customary in the businesses in which the Trust and its Subsidiaries are engaged. Neither the Trust nor any of its Subsidiaries has been refused any insurance coverage sought or applied for and neither the Trust nor its Subsidiaries has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not have a Material Adverse Effect.

(M) REGULATORY PERMITS. The Trust and its Subsidiaries have in full force and effect all certificates, approvals, authorizations and permits from the appropriate federal, state, local or foreign regulatory authorities and comparable foreign regulatory agencies, necessary to own, lease or operate their respective properties and assets and conduct their respective businesses, and neither the Trust nor any such Subsidiary has received any notice of proceedings relating to the revocation or modification of any such certificate, approval, authorization or permit, except for such certificates, approvals, authorizations or permits which if not obtained, or such revocations or modifications which, would not have a Material Adverse Effect.

(N) INTERNAL ACCOUNTING CONTROLS. The Trust and each of its Subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurance that (I) transactions are executed in accordance with management's general or specific authorizations; (II) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles by a firm with membership to the PCAOB and to maintain asset accountability; (III) access to assets is permitted only in accordance with management's general or specific authorization; and (IV) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(O) NO MATERIALLY ADVERSE CONTRACTS, ETC. Neither the Trust nor any of its Subsidiaries is subject to any charter, corporate or other legal restriction, or any judgment, decree, order, rule or regulation which in the judgment of the Trust's officers has or is expected in the future to have a Material Adverse Effect. Neither the Trust nor any of its Subsidiaries is a party to any contract or agreement which in the judgment of the Trust's officers has or is expected to have a Material Adverse Effect.

(P) TAX STATUS. The Trust and each of its Subsidiaries has made or filed all United States federal and state income and all other tax returns, reports and declarations required by any jurisdiction to which it is subject (unless and only to the extent that the Trust and each of its Subsidiaries has set aside on its books provisions reasonably adequate for the payment of all unpaid and unreported taxes) and has paid all taxes and other governmental assessments and charges that are material in amount, shown or determined to be due on such returns, reports and declarations, except those being contested in good faith and has set aside on its books provision reasonably adequate for the payment of all taxes for periods subsequent to the periods to which such returns,

reports or declarations apply. There are no unpaid taxes in any material amount claimed to be due by the taxing authority of any jurisdiction, and the officers of the Trust know of no basis for any such claim.

(Q) NO GENERAL SOLICITATION. Neither the Trust, nor any of its affiliates, nor any person acting on its behalf, has engaged in any form of general solicitation or general advertising (within the meaning of Regulation D) in connection with the offer or sale of the Units to be offered as set forth in this Agreement.

(R) NO BROKERS, FINDERS OR FINANCIAL ADVISORY FEES OR COMMISSIONS. No brokers, finders or financial advisory fees or commissions will be payable by the Trust, its agents or Subsidiaries, with respect to the transactions contemplated by this Agreement, except as otherwise disclosed in this Agreement.

(S) USE OF PROCEEDS. The Trust will use the proceeds from the sale of Shares (excluding amounts paid by the Trust for fees as set forth in the Documents) for general corporate and working capital purposes and acquisitions or assets, businesses or operations or for other purposes that the Board of Directors of the Trust, in its good faith deems to be in the best interest of the Trust.

(T) FINANCIAL INFORMATION. The Trust agrees to make available to the Investor via EDGAR or other electronic means the following documents and information on the forms set forth: (I) within five (5) Trading Days after the filing thereof with the SEC, a copy of its Annual Reports on Form 10-KSB, its Quarterly Reports on Form 10-QSB, any Current Reports on Form 8-K and any Registration Statements or amendments filed pursuant to the 1933 Act; (II) copies of any notices and other information made available or given to the shareholders of the Trust generally, contemporaneously with the making available or giving thereof to the shareholders; unless such information is material nonpublic information.

(U) ACKNOWLEDGEMENT OF TERMS. The Trust hereby represents and warrants to the Investor that: (i) it is voluntarily entering into this Agreement of its own freewill, (ii) it is not entering this Agreement under economic duress, (iii) the terms of this Agreement are reasonable and fair to the Trust, and (iv) the Trust has had independent legal counsel of its own choosing review this Agreement, advise the Trust with respect to this Agreement, and represent the Trust in connection with this Agreement.

SECTION 6. CONDITIONS OF THE TRUST'S OBLIGATION TO SELL

The obligation hereunder of the Trust to issue and sell the Securities to the Investor is further subject to the satisfaction, at or before each Closing Date, of each of the following conditions set forth below. These conditions are for the Trust's sole benefit and may be waived by the Trust at any time in its sole discretion.

(A) The Investor shall have executed this Agreement and delivered the same to the Trust representative.

(B) The Investor shall have delivered to the Trust the Purchase Price for the Securities being purchased by the Investor between the end of the Pricing Period and the Closing

Date via a Settlement Sheet. After receipt of confirmation of delivery of such Securities to the Investor, the Investor, will disburse Certificates constituting the Purchase Amount.

SECTION 7. CONDITIONS OF THE INVESTOR'S OBLIGATION TO PURCHASE

The obligation of the Investor hereunder to purchase Shares is subject to the satisfaction, on or before each Closing Date, of each of the following conditions set forth below.

(A) The Trust shall have executed the Transaction Documents and delivered the same to the Investor.

(B) The Units shall be authorized for value quotation via book-entry through the Transfer Agent's process for transfer and acceptance of the Units.

(C) The representations and warranties of the Trust shall be true and correct as of the date when made and as of the applicable Closing Date as though made at that time and the Trust shall have performed, satisfied and complied with the covenants, agreements and conditions required by the Documents to be performed, satisfied or complied with by the Trust on or before such Closing Date. The Investor may request an update as of such Closing Date regarding the representation contained in Section 4(C) above.

(D) The Trust shall have executed and delivered to the Investor the certificates representing, or have executed electronic book-entry transfer of, the Units (in such denominations as the Investor shall request) being purchased by the Investor at such Closing.

(E) The Investor shall have executed and delivered to the Investor certificates conveying depository acceptance in exchange for the delivery of the Trust Units.

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

(G) At the time of each Closing, the Agreements (including information or documents incorporated by reference therein) and any amendments or supplements thereto shall not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading or which would require public disclosure or an update supplement to the prospectus.

(H) The conditions to such Closing set forth in Section 2(E) shall have been satisfied on or before such Closing Date.

(I) The Trust shall have certified to the Investor the number of Shares of Units outstanding when the Units are transferred to the Investor. The Trust's delivery of a Notice to the Investor constitutes the Trust's certification of the existence of the necessary number of shares of Units reserved for issuance.

SECTION 8. INDEMNIFICATION.

In consideration of the parties mutual obligations set forth herein, each of the parties (in such capacity, an "Indemnitor") shall defend, protect, indemnify and hold harmless the other and all of the other party's shareholders, officers, directors, employees, counsel, and direct or indirect investors and any of the foregoing person's agents or other representatives (including, without limitation, those retained in connection with the transactions contemplated by this Agreement) (collectively, the "Indemnitees") from and against any and all actions, causes of action, suits, claims, losses, costs, penalties, fees, liabilities and damages, and reasonable expenses in connection therewith (irrespective of whether any such Indemnatee is a party to the action for which indemnification hereunder is sought), and including reasonable attorneys' fees and disbursements (the "Indemnified Liabilities"), incurred by any Indemnatee as a result of, or arising out of, or relating to (I) any misrepresentation or breach of any representation or warranty made by the Indemnitor or any other certificate, instrument or document contemplated hereby or thereby; (II) any breach of any covenant, agreement or obligation of the Indemnitor contained in the Documents or any other certificate, instrument or document contemplated hereby or thereby; or (III) any cause of action, suit or claim brought or made against such Indemnatee by a third party and arising out of or resulting from the execution, delivery, performance or enforcement of the Documents or any other certificate, instrument or document contemplated hereby or thereby, except insofar as any such misrepresentation, breach or any untrue statement, alleged untrue statement, omission or alleged omission is made in reliance upon and in conformity with information furnished to Indemnitor which is specifically intended for use in the preparation of any such Registration Statement, preliminary prospectus, prospectus or amendments to the prospectus. To the extent that the foregoing undertaking by the Indemnitor may be unenforceable for any reason, the Indemnitor shall make the maximum contribution to the payment and satisfaction of each of the Indemnified Liabilities which is permissible under applicable law. The indemnity provisions contained herein shall be in addition to any cause of action or similar rights Indemnitor may have, and any liabilities the Indemnitor or the Indemnitees may be subject to.

SECTION 9. GOVERNING LAW

All disputes arising under this agreement shall be governed by in accordance with the laws of the State of Texas, without regard to principles of conflict of laws.

(B) LEGAL FEES; AND MISCELLANEOUS FEES. Except as otherwise set forth herein, each party shall pay the fees and expenses of its advisers, counsel, the accountants and other experts, if any, and all other expenses incurred by such party incident to the negotiation, preparation, execution, delivery and performance of this Agreement. Any attorneys' fees and expenses incurred by either the Trust or the Investor in connection with the preparation, negotiation, execution and delivery of any amendments to this Agreement or relating to the enforcement of the rights of any party, after the occurrence of any breach of the terms of this Agreement by another party or any default by another party in respect of the transactions contemplated hereunder, shall be paid on demand by the party which breached the Agreement and/or defaulted, as the case may be. The Trust shall pay all stamp and other taxes and duties levied in connection with the issuance of any Securities.

(C) COUNTERPARTS. This Agreement may be executed in two or more identical counterparts, all of which shall be considered one and the same agreement and shall

become effective when counterparts have been signed by each party and delivered to the other party; provided that a facsimile signature shall be considered due execution and shall be binding upon the signatory thereto with the same force and effect as if the signature were an original signature.

(D) SEVERABILITY. If any provision of this Agreement shall be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

(E) ENTIRE AGREEMENT; AMENDMENTS. This Agreement is the FINAL AGREEMENT between the Trust and the Investor with respect to the terms and conditions set forth herein, and, the terms of this Agreement may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the Parties. No provision of this Agreement may be amended other than by an instrument in writing signed by the Trust and the Investor, and no provision hereof may be waived other than by an instrument in writing signed by the party against whom enforcement is sought. The execution and delivery of the Documents shall not alter the force and effect of any other agreements between the Parties, and the obligations under those agreements.

(F) The addresses and facsimile numbers for communications shall be:

If to the Trust:

IR
4725 Lawrence Lane
Dallas, TX 75093
Telephone: (214) 810-1317
Fax:

If to the Investor:

David Bryant
Buyer Group International, Inc.
1301 Live Oak Rd
Leander, TX 78641
Telephone: (214)810-1317
Facsimile: 866-455-2188

(G) NO ASSIGNMENT. This Agreement may not be assigned without amendments in writing by both parties.

(H) NO THIRD PARTY BENEFICIARIES. This Agreement is intended for the benefit of the parties hereto and is not for the benefit of, nor may any provision hereof be enforced by, any other person, except that the Trust acknowledges that the rights of the Investor may be enforced by its general partner.

(I) SURVIVAL. The representations and warranties of the Trust and the Investor contained in Sections 2 and 3, the agreements and covenants set forth in Sections 4 and

5, and the indemnification provisions set forth in Section 11, shall survive each of the Closings and the termination of this Agreement.

(J) PUBLICITY. The Trust and the Investor shall consult with each other in issuing any press releases or otherwise making public statements with respect to the transactions contemplated hereby and no party shall issue any such press release or otherwise make any such public statement without the prior consent of the other party, which consent shall not be unreasonably withheld or delayed, except that no prior consent shall be required if such disclosure is required by law, in which such case the disclosing party shall provide the other party with prior notice of such public statement. Notwithstanding the foregoing, the Trust shall not publicly disclose the name of the Investor without the prior consent of the Investor, except to the extent required by law. The Investor acknowledges that this Agreement and all or part of the Documents may be deemed to be "material contracts" as that term is defined by Item 601(b)(10) of Regulation S-B, and that the Trust may therefore be required to file such documents as exhibits to reports or registration statements filed under the 1933 Act or the 1934 Act. The Investor further agrees that the status of such documents and materials as material contracts shall be determined solely by the Trust, in consultation with its counsel.

(K) FURTHER ASSURANCES. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

(L) REMEDIES. Parties shall have all rights and remedies set forth in this Agreement and all rights and remedies which such holders have been granted at any time under any other agreement or contract and all of the rights which the Investor has by law. Any person having any rights under any provision of this Agreement shall be entitled to enforce such rights specifically (without posting a bond or other security), to recover damages by reason of any default or breach of any provision of this Agreement, including the recovery of reasonable attorneys fees and costs, and to exercise all other rights granted by law.

(M) PRICING OF UNITS. For purposes of this Agreement, the bid price of the Units shall be as reported in accordance with the policy of the Transfer Agent.

SECTION 10. NON-DISCLOSURE OF NON-PUBLIC INFORMATION.

(a) The Trust shall not disclose non-public information to the Investor, its advisors, or its representatives.

(b) Nothing herein shall require the Trust to disclose non-public information to the Investor or its advisors or representatives, and the Trust represents that it does not disseminate non-public information to any investors who purchase stock in the Trust in a public offering, to money managers or to securities analysts, provided, however, that notwithstanding anything herein to the contrary, the Trust will, as hereinabove provided, immediately notify the advisors and representatives of the Investor and, if any, underwriters, of any event or the existence of any circumstance (without any obligation to disclose the specific event or circumstance) of which it becomes aware, constituting

CONTRACT FOR SALE AND PURCHASE OF BUSINESS

This contract for sale and purchase, hereinafter referred to as "Contract" or "Agreement", is executed this **22nd day of November, 2010**, by and between **Associated Productions Inc** and its assigns, located **PO Box 59864, Dallas, Texas 75224** hereinafter referred to as "Seller", and **Buyer Group International Inc,** located at **1301 Live Oak Road, Leander, Texas, 78641 USA**, hereinafter referred to as "Buyer".

WITNESSETH:

WHEREAS, Seller is the owner of Seller's property, situated and located in Dallas County, State of Texas, named **Gryphon Productions Ltd. dba "Gryphon Distribution Ltd."**, ("Acquisition") attached hereto and made a part hereof, hereinafter referred to as the "Property"; and WHEREAS, Buyer desires to purchase Seller's property and Seller desires to sell said property to Buyer;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises hereinafter contained, the Seller agrees to sell and the Buyer agrees to buy the "Property" upon the following terms and conditions.

1. CONSIDERATION AND METHOD OF PAYMENT. For Good and Valuable Consideration, receipt of which is hereby given on execution by Seller of this document, Buyer shall pay and Seller shall accept the consideration for the Property, (General Partnership rights of **Gryphon Productions Ltd. and all rights contained therein** in the manner of payment therefore set forth in **Exhibit A** attached hereto.

2. CLOSING. The closing of the contemplated transaction herein shall be held at on or before the day of **February 15, 2011** or at such other place, date and time as the parties hereto may otherwise agree (such date to be referred to in this agreement as the "Closing Date").

3. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller represents and warrants to Buyer the correctness, truthfulness and accuracy of its rights to sell the company 100% of all and any stock, shares and equity that may reside in the **Productions Ltd aka "Gryphon Distribution Ltd"** company, all of which shall survive closing. In addition, Seller represents and warrants to Buyer that the information enumerated in **Exhibit B** herein attached and made a part hereof, are true, authentic and correct copies of the original, or, if appropriate, the originals themselves, and no alterations or modifications thereof have been made.

4. REPRESENTATIONS AND WARRANTIES. Buyer and Seller hereby represent and warrant the following:

a. Brokers. There has been no act or omission by Buyer or Seller which would give rise to any valid claim against any of the parties hereto for a brokerage commission, finder's fee, or other like payment in connection with the transactions contemplated hereby.

b. Liabilities and Debts. Buyer is only purchasing the assets, distribution rights, goodwill, customer lists, contact names, supplier contacts of the Seller's business. The Seller shall be responsible for paying all debts and its creditor and is responsible for all liability up to the date of Closing. All utilities bills shall be pro-rated and paid by the Seller in proportion to the day of the Closing.

5. TRANSACTIONS PRIOR TO CLOSING. Seller hereby covenants the following:

a. Conduct of Seller's Business Until Closing. Except as Buyer may otherwise consent in writing prior to the Closing Date, Seller will not enter into any transaction, take any action or fail to take any action

which would result in, or could reasonably be expected to result in or cause any of the representations and warranties of Seller contained in this Agreement to be void, invalid or false on the Closing Date.

b. Satisfaction. Seller shall deliver to Buyer on the Closing Date a satisfaction of any encumbrance or lien on the property satisfactory in form and substance to the Buyer indicating that the then outstanding unpaid principal balance of any promissory note secured thereby has been paid in full prior to or simultaneously with the closing.

c. Advice of Changes. Between the date hereof and the Closing Date, Seller will promptly advise Buyer in writing of any fact which, if existing or known at the date hereof, would have been required to be set forth herein or disclosed pursuant to this Agreement.

d. Documents. Seller shall deliver to Buyer at closing such documents which are, in Buyer's sole discretion, necessary to fully satisfy the objectives of this Agreement in content and form reasonably intended to do so as outlined in **Exhibit C**.

6. EXPENSES. Each of the parties hereto shall pay its own expenses in connection with this Agreement and the transactions contemplated hereby, including the fees and expenses of its counsel and its certified public accountants.

7. GENERAL.

a. Survival of Representations and Warranties. Each of the parties to this Agreement covenants and agrees that their respective representations, warranties, covenants, statements, and agreements contained in this Agreement shall survive the Closing Date and terminate on the second anniversary of such date. Except as set forth in this Agreement, the exhibits hereto or in the documents and papers delivered by Seller to Buyer in connection herewith, there are no other agreements, representations, warranties, or covenants by or among the parties hereto with respect to the subject matter hereof.

b. Waivers. No action taken pursuant to this Agreement, including any investigation by or on behalf of any party shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement contained herein or therein and in any documents delivered in connection herewith or therewith. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

c. Notices. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed, first class mail, postage prepaid,

To Seller:

Associated Productions Inc.
Attn: James R. "Jack" Weis
PO BOX 59864, Dallas, Texas, 75224

To Buyer:

Buyer Group International, Inc.
Attn: David A. Bryant
1301 Live Oak Road, Leander, TX 78641 USA

or to such other address as such party shall have specified by notice in writing to the other party.

d. Sections and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretations of this Agreement. If any part of the agreement shall be deemed unacceptable by a court then the remaining terms and conditions shall remain in force.

e. Governing Law. This agreement and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of Texas. The parties herein agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Dallas, State of Texas. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.

f. Conditions Precedent. The Conditions Precedent to the enforceability of this Agreement are outlined more fully in **Exhibit B**, attached hereto and made a part hereof. In the event that said Conditions Precedent are not fulfilled by the appropriate dates thereof, then this Agreement shall be deemed null and void and any deposits paid at said time shall be returned to the Buyer forthwith.

g. Captions. The Captions of this contract are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this contract, or the intent of any provisions hereof.

h. Typewritten or Handwritten Provisions. Hand-written provisions inserted in this contract and typewritten provisions initialed by both parties shall control over the typewritten provisions in conflict therewith.

i. Time of the Essence. Time and timely performance are of the essence of this contract and of the covenants and provisions hereunder.

j. Successors and Assigns. Rights and obligations created by this contract shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

k. Contractual Procedures. Unless specifically disallowed by law, should litigation arise hereunder, service of process therefore may be obtained through certified mail, return receipt requested; the parties hereto waiving any and all rights they may have to object to the method by which service was perfected.

l. Extraordinary Remedies. To the extent cognizable at law, the parties hereto, in the event of breach and in addition to any and all other remedies available thereto, may obtain injunctive relief, regardless of whether the injured party can demonstrate that no adequate remedy exists at law.

8. AMENDMENTS OR ADDENDA. All amendments, addenda, modifications, or changes to this contract shall be in writing executed by both parties and made a part hereof.

9. COUNTERPARTS AND SEVERABILITY. This contract may be executed in counterparts with electronic copy acting as original. Any provisions not held in accordance with State of Federal laws shall be severed and the whole of the contract shall survive.

IN WITNESS WHEREOF, this Agreement has been executed by each of the individual parties hereto and signed by an officer thereunto duly authorized and attested under the corporate seal of the Secretary of the Corporate party hereto, if any, all on the date and year first above written.

Signed, sealed and delivered in the presence of:

SELLER:

BY: J. Weis ^{QAB}

Associated Productions Inc. ("Seller")

James R. "Jack" Weis (Owner)

Dated: November 22, 2010

BUYER:

Buyer Group International Inc.

BY: David Bryant ^{J.W.}

David Bryant CEO

Dated November 22, 2010



EXHIBIT "A"

AMOUNT AND PAYMENT OF PURCHASE PRICE

CONSIDERATION As total consideration for the purchase and sale of the property, the Buyer shall invest \$35,000 in one or any of current films or TV shows in preproductions ("Projects"):

Soundboard
SheebaV
Big Water Challenge – King of the Lake
Blood Will Tell
Treasures in Hiding

AND

Issue to the Seller Class B Preferred Shares of the Company Stock of Buyer Group International, Inc., twelve million (12,000,000) at a price of \$2.50 per share (convertible into common shares at par value redeemable at the option of the company) to an aggregate total of **Thirty Million US Dollars (\$30,000,000.00)**, to be invested in Associated Productions, Inc. or assigns designated by Seller in any or all of the projects listed herein and here-above or other projects on a case-by-case basis, as such total consideration to be referred to in this Agreement as the "Consideration".

Once initial funds have been paid to the Seller all property and title rights to the following motion picture and television programs shall pass to the Buyer. See the list of properties below.

Motion Pictures

Storyville;
You Never Gave Me Roses;
Crypt of Dark Secrets;
Damballa;
Quadroon;
Death Brings Roses;
Maximum Exposure;
Slow Bullet;
Unholy Matrimony;
Dark Secrets;
Mardi Gra Massacre;
Joie Chitwood Thrill Show - 50 Years of Thunder.

Future Motion Pictures in Preproduction

Treasures in Hiding (screenplay & script)
Blood Will Tell (screenplay & script)

Television Copyright and Content Ownership

SheebaV – Success the Journey
Soundboard (A Musical Variety Show)
Big Water Challenge – King of the Lake w/ John Marshall

EXHIBIT "B"

REPRESENTATIONS AND WARRANTIES OF SELLER

a. Organization and Standing. Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas and has the corporate power and authority to carry on its business as it is now being conducted.

b. Authority Relative to this Agreement. Except as otherwise stated herein, the Seller has full power and authority to execute this Agreement and carry out the transactions contemplated by it and no further action is necessary by the Seller to make this Agreement valid and binding upon Seller and enforceable against it in accordance with the terms hereof, or to carry out the actions contemplated hereby. The execution, delivery and performance of this Agreement by the Seller will not (i) constitute a breach or a violation of the Corporation's Certificate of Incorporation, By-Laws, or of any law, agreement, indenture, deed of trust, mortgage, loan agreement or other instrument to which it is a party, or by which it is bound; (ii) constitute a violation of any order, judgment or decree to which it is a party or by which its assets or properties is bound or affected; or (iii) result in the creation of any lien, charge or encumbrance upon its assets or properties, except as stated herein.

c. Tax Matters. The Seller has timely prepared and filed all federal, state and local tax returns and reports as are and have been required to be filed and all taxes shown thereon to be due have been paid in full, including but not limited to, sales tax, withholding tax and all other taxes of every nature.

d. Properties. The Seller has good and merchantable title to all of its properties and assets which are those properties and assets as set out in Exhibit "A" annexed hereto and made a part hereof. At Closing, such properties and assets will be subject to no mortgage, pledge, lien, conditional sales agreement, security agreement, encumbrance or charge, secured or unsecured, except for those taxes which shall be pro-rated as of the date of Closing. Seller has or will pay all debts incurred by it up to the date of occupancy by Buyer including all employee compensation and utilities.

e. Compliance with Applicable Laws. None of the Seller's actions in transferring good and merchantable title to those assets and properties set out in Exhibit "A" are prohibited by or have violated or will violate any law in effect on the date of this Agreement or on the date of closing.

f. Documents for Review. The Seller's documents enumerated in Exhibit "D" attached hereto and made a part hereof, are true, authentic, and correct copies of the originals, or, as appropriate, the originals themselves, and no alterations and modifications thereof have been made.

g. The lease currently operative on the premises, if applicable, is in good standing and all payments required to be made under the lease have been made by Seller.

h. All rent averages, rent, maintenance expenses and prorations relating to the lease, including any real property tax obligations and insurance obligations up to occupancy by Buyers, are the responsibility of Seller.

EXHIBIT "C"

DOCUMENTS FOR REVIEW

1. Copyright documentation
2. Original film media
3. Copies of film on film or tape
4. Transcription, original scripts or notes relating to movie content
5. Copies of any royalty statements
6. Banking records
7. Title or deeds of ownership of the company
8. Paper promotional literature both electronic or printed materials

EXHIBIT "D"

CONDITIONS PRECEDENT

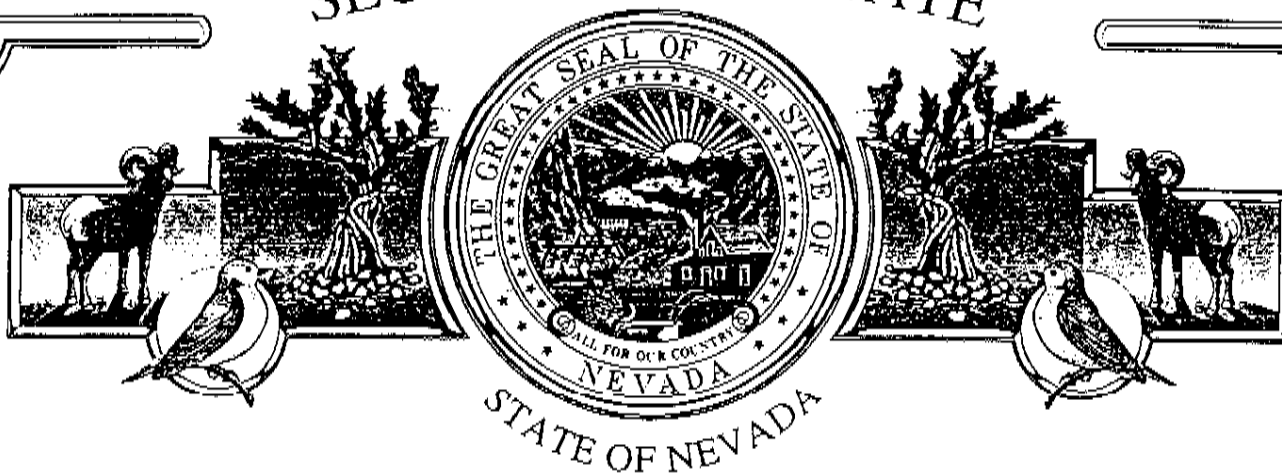
- a. The full payment of all liabilities and obligations currently outstanding on the business, except those specifically enumerated hereinafter and assumed by Seller as a part of this transaction:

EXHIBIT "E"

AMENDMENTS AND ADDENDA

During the term of this Agreement, upon its termination for any reason, Seller will not, directly or indirectly, enter the employment of, or render services to, any other person, partnership, association, or corporation engaged in the same or substantially similar business covered by this agreement in any area which can be reasonably termed competitive to the Buyer; and during such term of two (2) years, the Seller will not within such territory engage in such business on his own account, or become interested therein, directly or indirectly, as an individual, partner, shareholder, director, consultant, independent contractor, officer, clerk, principal, agent, employee, trustee, or in any relation or capacity whatsoever.

SECRETARY OF STATE



CORPORATE CHARTER

I, CHERYL A. LAU, Secretary of State of the State of Nevada, do hereby certify that **CURLEW RESOURCE CORPORATION** did on the **SIXTEENTH** day of **NOVEMBER, 1994**, file in this office the original Articles of Incorporation; that said Articles are now on file and of record in the office of the Secretary of State of the State of Nevada, and further, that said Articles contain all the provisions required by the law of said State of Nevada.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office, in Carson City, Nevada, this **SIXTEENTH** day of **NOVEMBER, 1994**.



A handwritten signature in cursive script, appearing to read "Cheryl A. Lau".

Secretary of State

By

A handwritten signature in cursive script, appearing to read "Margaret M. Lewis".

Certification Clerk

NOV 16 1994

ARTICLES OF INCORPORATION

CHERYL A. LAU SECRETARY OF STATE

of

Cheryl Lau
1752-94 **CURLEW RESOURCE CORPORATION**

KNOW ALL MEN BY THESE PRESENTS:

That We, the undersigned, have this day formed a corporation under the General Corporation Laws of the State of Nevada, as set forth in Chapter 78, NRS, and as originally approved March 21, 1925, and all acts amendatory thereto and in addition thereto, and to that end, we do hereby declare and certify that the facts hereinafter stated are true:

ARTICLE I

That the name of this Corporation is: **CURLEW RESOURCE CORPORATION**

ARTICLE II

The registered Agent, John W. Hoffman, Esquire, and the registered Office, 429 West Plumb Lane, Reno, Nevada, 89509, are both located at 429 West Plumb Lane, Reno, Washoe County, Nevada.

ARTICLE III

That the nature of the business to be transacted, promoted and carried on, and for which the Corporation is formed, is as follows:

- (a) To engage in, carry on and conduct any lawful business;
- (b) To engage in any lawful activity;
- (c) In establishing and carrying on such business, or for the purpose of attaining any of its objectives or purposes, to perform and exercise any and all acts and things which a natural person could do or be permitted by law; and to perform any and every act and thing necessary, suitable or proper to accomplish and carry out the purposes and objectives above set forth, or which at any time may become necessary thereto; Provided, however, that the Corporation shall not engage in the following business: insurance, mutual fire insurance, surety company, express company, railroad trust company, building and loan association, banking business, or public utility;
- (d) That the foregoing statement of purposes shall be construed as a statement of both purposes and powers.

1 ARTICLE IV

2 That the members of the governing board of this Corporation shall be styled
3 "Directors," and their number shall be not less than two (2) nor more than ten (10), and, in
4 this respect, that the Board of Directors of this Corporation shall be expressly vested with the
5 power to increase or decrease the number of such Directors within the limits above stated as
6 provided by NRS 78.330, except that no decrease in the number of Directors shall prevent
7 any incumbent Director from serving the balance of the term for which he or she was duly
8 elected or appointed, unless he or she is removed from office in accordance with law; that
9 all vacancies, including those caused by an increase in the number of Directors, may be filled
10 by a vote of a majority of the remaining Directors, though less than a quorum; that Director
11 so appointed to fill any vacancy shall serve until the next Annual Meeting of Stockholders,
12 and until their successors are elected and qualified.

13 That the First Board of Directors of the Corporation shall consist of two (2)
14 members, whose names and addresses are as follows:

15	<u>Name</u>	<u>Address</u>
16	Robert Pincombe	22114 64th Avenue
17		RR 8
		Langley, B.C. V5R6H4
18	Donald Clark	3624 Williams
19		Vancouver, B.C. V5K5E6

20 ARTICLE V

21 That the amount of total authorized capital stock of this Corporation shall
22 consist of twenty-five thousand (25,000) shares of common stock having no par value.

23 ARTICLE VI

24 That the capital stock of this Corporation, when issued and delivered, shall be
25 conclusively deemed to have been paid for in full; that the capital stock of the Corporation
26 shall not be subject to assessment to pay the debts of the Corporation, or for any other reason,
27 after the subscription price or par value has been paid.

28 ARTICLE VII

1 That there shall be no cumulative voting of stock; that each Stockholder shall
2 have one vote for each and every share of common stock owned by him or her or standing
3 in his or her name on the books of the Corporation.

4 **ARTICLE VIII**

5 That the private property of the Stockholders of the Corporation shall be, and
6 hereby is made, forever exempt from liability for debts or obligations of the Corporation.

7 **ARTICLE IX**

8 To the maximum extent permitted under Nevada law, no director nor any
9 officer of the Corporation shall have any personal liability to the Corporation or its
10 shareholders for breach of any fiduciary duty as a director or officer, except for any acts or
11 omissions which involve intentional misconduct, fraud, knowing violations of law.

12 **ARTICLE X**

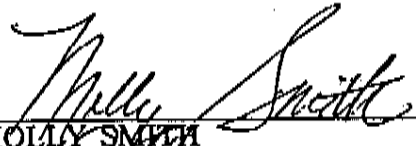
13 That the names and addresses of the Incorporators of this Corporation are as
14 follows:

<u>Name</u>	<u>Address</u>
Molly Smith	429 West Plumb Lane Reno, Nevada 89509
Pamela Kay Carmon	429 West Plumb Lane Reno, Nevada 89509
Lydia Evans	429 West Plumb Lane Reno, Nevada 89509

20 **ARTICLE XI**

21 That the duration of this Corporation shall be perpetual.

22 IN WITNESS WHEREOF, we have hereunto set our hands and seals this
23 15th day of November, 1994.

24 
MOLLY SMITH

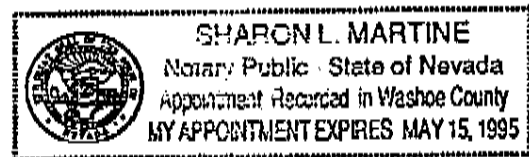
25 
PAMELA KAY CARMON

26 
LYDIA EVANS

1 STATE OF NEVADA)
2) SS.
3 COUNTY OF WASHOE)

4 On the 15th day of November, 1994, personally appeared before me, a
5 Notary Public, MOLLY SMITH, PAMELA KAY CARMON and LYDIA EVANS, who
6 acknowledged to me that they executed the foregoing instrument.

7 Sharon L. Martine
8 NOTARY PUBLIC



NOV 16 1994

CERTIFICATE OF ACCEPTANCE

CHERYL A. LAU SECRETARY OF STATE OF APPOINTMENT BY RESIDENT AGENT

Callahan
17952-94

* * * *

IN THE MATTER OF CURLEW RESOURCE CORPORATION

I, JOHN W. HOFFMAN, ESQUIRE, hereby certify that on the 15TH day of November, 1994, I accepted the appointment as Resident Agent of the above-entitled corporation in accordance with Sec. 78.090.

The registered Agent, JOHN W. HOFFMAN, ESQUIRE, and the registered Office, 429 West Plumb Lane, Reno, Nevada, 89509, are both located at 429 West Plumb Lane, Reno, Washoe County, Nevada.

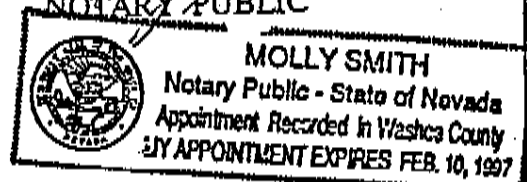
IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of November, 1994.

John W. Hoffman
RESIDENT AGENT

STATE OF NEVADA)
COUNTY OF WASHOE) :SS.

On the 15th day of November, 1994, personally appeared before me, a Notary Public, JOHN W. HOFFMAN, who acknowledged to me that he executed the foregoing instrument.

Molly Smith
NOTARY PUBLIC





DEAN HELLER
Secretary of State
204 North Carson Street, Suite 1
Carson City, Nevada 89701-4299
(775) 684 5708
Website: secretaryofstate.biz

Filed in the office of <i>Dean Heller</i> Dean Heller Secretary of State State of Nevada	Document Number 20060789384-77 Filing Date and Time 12/08/2006 12:25 PM Entity Number C17952-1994
--	---

Certificate of Amendment
(PURSUANT TO NRS 78.385 and 78.390)

Important: Read attached instructions before completing form.

ABOVE SPACE IS FOR OFFICE USE ONLY

Certificate of Amendment to Articles of Incorporation
For Nevada Profit Corporations

(Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)

1. Name of corporation:

Curlew Resource Corporation (C17952-1994)

2. The articles have been amended as follows (provide article numbers, if available):

(Current) Article 1: Name: Curlew Resource Corporation

(Change To) : Name: Buyer Group International, Inc.

3. The vote by which the stockholders holding shares in the corporation entitling them to exercise at least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation have voted in favor of the amendment is: 75%

4. Effective date of filing (optional):

12/5/06

(must not be later than 90 days after the certificate is filed)

5. Officer Signature (required):

Charles R. Shirley

*If any proposed amendment would alter or change any preference or any relative or other right given to any class or series of outstanding shares, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of shares representing a majority of the voting power of each class or series affected by the amendment regardless of limitations or restrictions on the voting power thereof.

IMPORTANT: Failure to include any of the above information and submit the proper fees may cause this filing to be rejected.



ROSS MILLER
Secretary of State
204 North Carson Street, Suite 1
Carson City, Nevada 89701-4299
(775) 684 5708
Website: secretaryofstate.biz

Certificate of Amendment

(PURSUANT TO NRS 78.385 and 78.390)

Filed in the office of

Document Number

20080313679-09

Filing Date and Time

05/06/2008 8:00 AM

Ross Miller
Secretary of State
State of Nevada

Entity Number

C17952-1994

Important: Read attached instructions before completing form.

ABOVE SPACE IS FOR OFFICE USE ONLY

Certificate of Amendment to Articles of Incorporation For Nevada Profit Corporations

(Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)

1. Name of corporation:

Buyer Group International, Inc.

2. The articles have been amended as follows (provide article numbers, if available):

Article Reference:

Capitalization of Company

Authorized Shares:

400,000,000

(Four hundred million)

Par Value: \$.001

One tenth of one cent

3. The vote by which the stockholders holding shares in the corporation entitling them to exercise at least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation have voted in favor of the amendment is: 65%

4. Effective date of filing (optional):

(must not be later than 90 days after the certificate is filed)

5. Officer Signature (required):

*If any proposed amendment would alter or change any preference or any relative or other right given to any class or series of outstanding shares, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of shares representing a majority of the voting power of each class or series affected by the amendment regardless of limitations or restrictions on the voting power thereof.

IMPORTANT: Failure to include any of the above information and submit the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees. See attached fee schedule.

Nevada Secretary of State AM 78.385 Amended 2003
Revised on 11/03/03

PO Box 700037
Dallas TX 75070

866-455-2188 - just for us



Wyoming Secretary of State
State Capitol Building, Room 110
200 West 24th Street
Cheyenne, WY 82002-0020
Ph 307.777.7311
Fax 307.777.5339
Email: business@state.wy.us

Max Maxfield, WY Secretary of State
FILED: 02/25/2011 09:19 AM
ID: 2011-000597688

Foreign Profit Corporation Articles of Domestication

Pursuant to W.S. 17-16-1702 of the Wyoming Business Corporation Act, the undersigned hereby applies for a Certificate of Domestication and for that purpose hereby submits Articles of Domestication.

1. Corporation name:

Buyer Group International, Inc.

2. Incorporated under the laws of: Nevada

(State or country of incorporation)

3. Date of incorporation: 11/16/1994

(minidrillyyy)

4. Period of duration: Perpetual

(This is referring to the length of time the corporation intends to exist and not the length of time it has been in existence. The most common term used is "- perpetual." You may refer to your Articles of Incorporation or contact the Corporations Division in your state of incorporation for your period of duration.)

5. Mailing address of the corporation:

2710 Thames Ave
Cheyenne, WY 82001

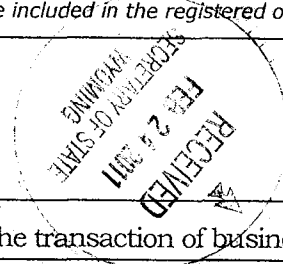
6. Principal office address:

2710 Thames Ave
Cheyenne, WY 82001

7. Name and physical address of its registered agent:

(The registered agent may be an individual resident in Wyoming, a domestic or foreign entity authorized to transact business in Wyoming, having a business office identical with such registered office. The registered agent must have a physical address in Wyoming. A Post Office Box or Drop Box is not acceptable. If the registered office includes a suite number, it must be included in the registered office address.)

Wyoming Corporate Services, Inc.
2710 Thames Ave
Cheyenne, WY 82001



8. Purpose or purposes of the corporation which it proposes to pursue in the transaction of business in Wyoming:

Any lawful business

9. Names and usual business addresses of its current officers and directors:

Office	Name	Address
--------	------	---------

President	David Bryant - 375 N Stephanie St., Suite 1411, Henderson, NV 89014	
-----------	---	--

Vice President Secretary		
-----------------------------	--	--

Treasurer	Nancy Bryant - 375 N Stephanie St, Suite 1411, Henderson NV 89014	
-----------	---	--

Director	David Bryant - 375 N Stephanie St, Suite 1411, Henderson NV 89014	
----------	---	--

Director	Anthony Grindl - 375 N Stephanie St, Suite 1411, Henderson NV 89014	
----------	---	--

Director		

10. The aggregate number of shares or other ownership units which it has the authority to issue, itemized by classes, par value of shares, shares without par value and series, if any, within a class:

Number of Shares	Class	Series	Par Value per Share
------------------	-------	--------	---------------------

See Attached			
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11. The aggregate number of issued shares or other ownership units itemized by classes, par value of shares, shares without par value and series, if any, within a class:

Number of Shares	Class	Series	Par Value per Share
------------------	-------	--------	---------------------

See Attached			
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12. The corporation accepts the constitution of the state of Wyoming in compliance with the requirement of Article 10, Section 5 of the Wyoming Constitution.

Signature: 

(mmlddlyyy)

Date: February 16, 2011

Print Name: Steven B. Rash

Title: CHIEF FINANCIAL OFFICER

Contact Person: Daytime Phone Number: Email:

STEVEN B. RASH (281) 615-5240

srash@buyergroupint.com

Authorized Shares:

Common Stock — 400,000,000 authorized shares @ \$.001 par value
Class A Preferred Stock 1,000,000 authorized shares @ \$.001 par value
Class B Preferred Stock 1,000,000 authorized shares @ \$.001 par value

BYLAWS
of
CURLEW RESOURCE CORPORATION
MEETINGS OF STOCKHOLDERS

Section 1: Place: All Meetings of Stockholders shall be held at the principal office of the Corporation in Reno, Nevada, or at such other place within or without the State of Nevada, as may be determined upon by the Directors, or by written consent of the Stockholders entitled to vote, given before or after the meeting and filed with the Secretary of the Corporation.

Section 2: Quorum: A majority of the stock issued and outstanding, and entitled to voting power, represented by the holders thereof, either in person or by proxy (in writing), shall be a quorum at all Meetings of the Stockholders.

Section 3: Annual Meeting: The Annual Meeting of the Stockholders in the year 1995 and thereafter, shall be held each year on the 18th day of November, if not a legal holiday; if a legal holiday, then on the next succeeding business day, when they shall elect a Board of Directors as constituted by these Bylaws; on all occasions for Stockholders voting, each Stockholder holding common stock entitled to voting power shall be entitled to one vote in person or by proxy (in writing) for each share of such stock held. Neither cumulative nor distributive voting shall be permitted at any election of Directors or on any other occasion. At each election of Directors, individual seats to be filled by election shall be filled separately and in a consecutive election. At each election for Directors so held, the candidate receiving a majority of the votes cast for candidates for that Directors' seat shall be declared elected.

Section 4: Notice of Annual Meeting: Written notice of the Annual Meeting of Stockholders shall be mailed or given by telegram to each Stockholder at his address as the same appears upon the records of the Corporation, at least ten (10) days, but not over sixty (60) days, prior to the date of such Meeting; such notice shall state the place, day and hour of such Meeting. If a Stockholder has given no address to the Corporation, according to the records of the Corporation, notice shall be deemed to have been given to him if notice be

1 published at least once in a newspaper of general circulation in the county where the principal
2 office of the Corporation is located in the State of Nevada.

3 Section 5: Special Meetings: Special Meetings of the Stockholders shall be
4 called upon the direction of the President or Secretary of the Corporation, or by a majority
5 of the Board of Directors of the Corporation, or by a Stockholder or Stockholders holding not
6 less than twenty-five percent (25%) of the common stock of said Corporation, by sending
7 a written notice by mail or telegram, said notice stating, in addition to the required data as
8 set forth below, the object of such Meeting, at least ten (10) days, but not over sixty (60)
9 days, prior to the date fixed for such Meeting (provided, as to any Stockholder residing over
10 250 miles distant from Reno, Nevada, that notice shall be given not less than twenty (20)
11 days, but not over sixty (60) days, prior to the date fixed for such Meeting, and that notice
12 shall be given by mail to such Stockholders), to each Stockholder of record at his address as
13 the same appears from the records of the Corporation; such notice shall also state the place,
14 day and hour of such Meeting, and shall be given in the manner required by any applicable
15 special statute. Where a Stockholder has given no address to the Corporation, according to
16 the records of the Corporation, then he may be notified by publication of said Special
17 Meeting in the same way provided for service of notice of Annual Meetings in similar cases.

18 Section 6: Adjourned Meetings and Notice Thereof: Any Stockholders'
19 Meeting, Annual or Special, whether or not a quorum is present, may be adjourned from time
20 to time by the vote of a majority of the shares, the holders of which are either present in
21 person or represented by proxy thereat, but in the absence of a quorum, no other business
22 may be transacted at any such Meeting.

23 When any Stockholders' Meeting, whether Annual or Special, is adjourned for
24 thirty (30) days or more, notice of the adjourned Meeting shall be given as in the case of an
25 original Meeting, save, as aforesaid, that it shall not be necessary to give any notice of an
26 adjournment, or of the business to be transacted at an adjourned Meeting, other than by
27 announcement at the Meeting at which such adjournment is taken.

28 Section 7: Consent of Absentees: The transactions of any Meeting of

1 Stockholders, either Annual or Special, however called and noticed, shall be as valid as
2 though transacted at a Meeting duly held after regular call and notice, if a quorum be present
3 either in person or by proxy, and if, either before or after the Meeting, each of the
4 Stockholders entitled to vote, not present in person or by proxy, sign a written waiver of
5 notice, or a consent to the holding of such Meeting, or an approval of the Minutes thereof.
6 All such waivers, consents, or approvals shall be filed in the corporate records, or made a part
7 of the Minutes of said Meeting.

8 Section 8: Proxies: Every person entitled to vote or execute consents shall
9 have the right to do so either in person or by an agent or agents authorized by a written proxy
10 executed by such person or his duly authorized agent and filed with the Secretary of the
11 Corporation; provided that no such proxy will be valid after the expiration of eleven (11)
12 months from the date of its execution, unless the Stockholder executing it specifies therein
13 the length of time for which such proxy is to continue in force, which in no case shall exceed
14 seven (7) years from the date of its execution.

15 Section 9: Election of Directors; Term of Office: The Directors of the
16 Corporation shall be chosen by ballot at every Annual Meeting of Stockholders, and shall
17 hold office for one (1) year and until others are elected and qualified in their stead. The
18 number of Directors may, at any time, be increased or decreased by the affirmative vote of
19 a majority of the whole Board of Directors. All vacancies caused by any such increase in
20 the number of Directors, or by the death, removal, inability to serve, or resignation of a
21 Director, or because the Stockholders fail to elect the full authorized number of Directors at
22 any Annual or Special Meeting, may be filled by the affirmative vote of a majority of the
23 Directors then in office. Any Director elected to fill a vacancy shall hold office until his
24 successor is elected and qualified at the next Annual Meeting of the Stockholders. The
25 Stockholders, at any Annual or Special Meeting, shall be entitled to fill any vacancy not
26 previously filled by the Directors. No decrease in the number of Directors shall have the
27 effect of removing any Director from office against his will, but such decrease shall be
28 effective from and after the next bi-annual election of Directors, except in the case of the

1 death, removal, or resignation of a Director or Directors then in office. The Board of
2 Directors shall never be increased to more than ten (10) members nor reduced to less than
3 one (1) member.

4 MEETINGS OF DIRECTORS

5 Section 10: Place: All meetings of Directors shall be held at the office of the
6 Corporation at Reno, Nevada, or at such other place or places, within or without the State of
7 Nevada, as the Board of Directors shall from time to time designate.

8 Section 11: Special and Regular Meetings: Special Meetings may be called
9 upon direction of the President or Secretary or by any one of the Directors by the giving of
10 not less than seven (7) days' notice by mail or telegram, postage and charges prepaid, or
11 personally to each Director. Such notice shall be deemed effective at the time such telegram
12 is sent or notice deposited in a U. S. Mail facility. Notice of such Meeting shall state and
13 set forth the business and other matters intended to be transacted thereat. The Directors are
14 empowered, by resolution enacted by unanimous vote of the Directors then in office, to
15 establish a time or times and a place or places for the holding of Regular Meetings of the
16 Board; provided, however, notice of such Meetings shall be given by the Secretary of the
17 Corporation to each Director in the same manner as provided for Special Meetings, except
18 that such notice need not set forth the business and other matters intended to be transacted
19 at such Regular Meeting.

20 Section 12: Quorum: A majority of all of the Directors of the Corporation in
21 office shall constitute a quorum for the transaction of business.

22 Section 13: Annual Meeting: The Annual Meeting of the Board of Directors
23 shall be held within fifteen (15) days following the Annual Meeting of the Stockholders.
24 Notice of said Annual Meeting of the Board of Directors shall be given to the Directors as
25 provided in Section 14.

26 Section 14: Effective Time of Notice: Whenever any notice is required to be
27 given under these Bylaws to any Officer, Director or Stockholder of the Corporation, said
28 notice may be given by mail or telegram or by personal service of said notice. Notice shall

1 be effective if given by mail or telegram at the time of deposit in a U. S. Mail facility or with
2 a telegraph facility, with all charges and postage prepaid. Service of notices for personal
3 service shall be effective upon said personal service on the person to whom said notice is
4 directed or as otherwise provided by the Nevada Rules of Civil Procedure for service of
5 process on a person.

6 Section 15: Adjournment: A quorum of the Directors may adjourn any
7 Directors' Meeting to meet again at a stated day and hour; provided, however, that in the
8 absence of a quorum, a majority of the Directors present at any Directors' Meeting, either
9 Regular or Special, may adjourn from time to time until the time fixed for the next Regular
10 Meeting of the Board of Directors.

11 Section 16: Action of the Board: Any action of a majority of the Directors,
12 although not at a regularly convened Meeting, and the record thereof, if assented to in writing
13 by all of the other members of the Board of Directors, shall always be as valid and effective
14 in all respects, as if taken by the Board of Directors in a Regular Meeting.

15 Section 17: Action by Consent: Whenever all parties entitled to vote at any
16 Meeting, whether of Stockholders or Directors, consent, by writing in the Minutes of such
17 Meeting, or file with the Secretary or by oral consent, or by presence at such Meeting, or by
18 taking part in the deliberations at such Meeting without objection, and such oral or written
19 consent or presence or participation in the deliberations is entered in the Minutes, the action
20 taken at such Meeting shall be as valid as if taken at a Meeting regularly called and noticed;
21 and at such Meeting, any business may be transacted which is not excepted from the written
22 consent, or to the consideration of which no objection for want of notice is made at the time,
23 and if any Meeting be irregular for want of notice or of such consent, provided a quorum was
24 present at such Meeting, the proceedings of such Meeting may be ratified and approved and
25 rendered likewise valid, and the irregularity or defect therein waived by a writing signed by
26 all parties having the right to vote at such Meeting; and such consent or approval of
27 Stockholders and/or Directors may be by proxy or attorney, but all such proxies or powers
28 of attorney must be in writing. The provisions set forth in this Section are intended as a

1 means of validating proceedings of the Stockholders and of the Board of Directors, in
2 addition to the provisions set forth in Section 7.

3 Section 18: Notice of Adjournment: Notice of the time and place of holding
4 an adjourned Meeting need not be given to absent Directors if the time and place be fixed
5 at the Meeting adjourned.

6 Section 19: Fees and Compensation: Directors shall not receive any stated
7 salary for their services as Directors, but, by resolution of the Board of Directors, a fixed fee,
8 with or without expenses of attendance, may be allowed for attendance at each Meeting.
9 Nothing herein contained shall be construed to preclude any Director from serving the
10 Corporation in any other capacity, as an Officer, Agent, Employee, or otherwise, and
11 receiving compensation therefor.

12 Section 20: Presiding Officers: The Chairman of the Board of Directors shall
13 preside at the Meetings of said Board, and the Secretary shall keep the Minutes thereof, and
14 act in accordance with the directions of the Board of Directors. Provided, notwithstanding
15 any other provision herein contained, all of the Directors in attendance at any Meeting shall
16 be entitled to vote on all matters, make motions and/or seconds thereto, and take all other
17 actions relative to any matter coming before such Meeting, whether or not he shall be an
18 Officer of the Corporation or of the Board of Directors, or acting as the presiding Officer or
19 Secretary thereof.

20 POWERS OF BOARD OF DIRECTORS

21 Section 21: Powers of the Board of Directors: The Board of Directors shall
22 have the management of the business of the Corporation and may, subject to the provisions
23 of Statute, of the Charter, of the ARTICLES OF INCORPORATION, and of these Bylaws,
24 exercise all such powers and take all such actions as may be exercised or done by the
25 Corporation. Without prejudice to such general powers, but subject to the same limitations,
26 said general powers of the Board of Directors shall include, but in nowise be limited to, the
27 following powers, to wit:

28 First: To select and remove all the other Officers, Agents, and Employees of the

1 Corporation, prescribe such powers and duties for them as may be not inconsistent with
2 law, with the ARTICLES OF INCORPORATION, or with the Bylaws, fix their
3 compensation, and require from them security for faithful service.

4 Second: To conduct, manage and control the affairs and business of the
5 Corporation, and to make such rules and regulations therefor as may be not inconsistent
6 with law, with the ARTICLES OF INCORPORATION, or with the Bylaws, as they may
7 deem best.

8 Third: To change the principal office for the transaction of the business of the
9 Corporation from one location to another within the same County as provided in Section
10 31 hereof; to fix and locate from time to time one or more subsidiary offices of the
11 Corporation within or without the State of Nevada, as provided in Section 31 hereof; to
12 designate any place within or without the State of Nevada for the holding of any
13 Stockholders' Meeting or Meetings; and to adopt, make and use a Corporate Seal, and
14 to prescribe the forms of Certificates of Stock, and to alter the form of such Seal and of
15 such Certificates from time to time, as in their judgment they may deem best, provided
16 such Seal and such Certificates shall at all times comply with the provisions of law.

17 Fourth: To authorize the issuance of shares of stock of the Corporation from time
18 to time, upon such terms as may be lawful, in consideration of money paid, labor done,
19 or services actually rendered, debts or securities cancelled, or tangible or intangible
20 property actually received, or in the case of shares issued as a dividend, against amounts
21 transferred from surplus to stated capital.

22 Fifth: To determine by appropriate resolution the procedures by which
23 Stockholders will be permitted to inspect the Stock Register or duplicate Stock Register
24 and any other corporate records or books of account, and to determine which of said
25 records and books of account would be open to inspection by any Stockholder or other
26 person, and to act in the Board's sole and complete discretion to determine the purpose
27 for said request for inspection as the same may relate to the interests of the Corporation.

28 Sixth: To borrow money and to incur indebtedness for the purposes of the

1 Corporation, and to cause to be executed and delivered therefor, in the Corporation name,
2 promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations,
3 or other evidences of debt and securities therefor.

4 Seventh: To appoint an Executive Committee and other committees, and to
5 delegate to the Executive Committee any of the powers and authorities of the Board of
6 Directors in the management of the business and affairs of the Corporation, except the
7 power to declare dividends and to adopt, amend, or repeal Bylaws. The Executive
8 Committee shall be composed of one or more Directors.

9 Section 22: Election of Officers: At the First Annual Meeting of Directors, the
10 Board of Directors shall appoint the following Officers of the Corporation, each to hold office
11 until the next Annual Meeting of the Directors and until their successors are appointed and
12 qualified:

13 Donald Clark President

14 Robert Pincombe Secretary--Treasurer

15 In the event of the removal, resignation or inability to serve of an Officer of the
16 Corporation, then at the next Meeting of the Board of Directors, the Board of Directors shall
17 appoint a successor in such office, said successor to hold office until the next Annual Meeting
18 of the Directors and until his successor is appointed and qualified. The Board of Directors, by
19 resolution, may add additional Officers and designate such powers as they may have in
20 accordance with law.

21 Section 23: Officers Holding More Than One Office: One person may at the
22 same time be appointed to, act as, and hold office as more than one such Officer of the
23 Corporation, if appointed by the Board of Directors as provided herein; provided, however, that
24 no person may at the same time hold more than two offices of the Corporation; nor shall any
25 one person serve simultaneously as both the President and Secretary of the Corporation.

26 Section 24: Subordinate Officers and Duties: The Board of Directors may
27 appoint such other Officers as the business of the Corporation may require, each of whom shall
28 hold office for such period, have such authority, and perform such duties as are provided in the

1. Bylaws, or as the Board of Directors may from time to time determine.

2 Section 25: Removal and Resignation: Any Officer may be removed, either with
3 or without cause, by a majority vote of the Board of Directors at the time in office, at any
4 Regular or Special Meeting of the Board of Directors.

Any Officer may resign at any time by giving written notice to the Board of Directors, to the President, or to the Secretary of the Corporation. Any such resignation shall take effect at the date of the receipt of such notice, or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

10 OFFICERS

Section 26: President: The President shall be the Chief Executive Officer and head of the Corporation. The President shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and Officers of the Corporation. He shall preside at all Meetings of the Stockholders, and at all Meetings of the Board of Directors. He shall be an ex officio member of all standing committees, including the Executive Committee, if any, and shall have the general powers and duties as may be prescribed by the Board of Directors or by the Bylaws. The President of the Corporation shall also serve as Chairman and Presiding Officer of the Board of Directors during his term of office as President, unless the Board of Directors specifically provides otherwise by resolution.

Section 27: Vice-President: The Vice-President shall be vested with all of the powers and shall perform all of the necessary duties of the President during the absence of the President or during his illness, disability or inability to serve. The Vice-President shall also have such other powers and duties as the Directors shall from time to time prescribe.

24 Section 28: Secretary: The Secretary of the Corporation shall serve as Secretary
25 of the Board of Directors, and standing committees, unless the Board of Directors specifically
26 provides otherwise by resolution. The Secretary shall attend all Meetings of the Board of
27 Directors and of the Stockholders, and shall record all votes and the Minutes of all proceedings
28 of the said Board of Directors and the said Stockholders in a Minute Book or Books to be kept

1 for that purpose.

2 The Secretary shall keep, or cause to be kept, at the principal office, a Share
3 Register, or duplicate Share Register, showing the names of the Stockholders and their addresses;
4 the number and class or classes of shares held by each; the number and date of the Certificates
5 issued for the same; and the number and date of cancellation of every Certificate surrendered
6 for cancellation.

7 The Secretary shall give, or cause to be given, notice of all Meetings of the
8 Stockholders and of the Board of Directors required by the Bylaws or by law; he shall keep the
9 Seal of the Corporation in safe custody, and shall have such other powers, and perform such
10 other duties as may be prescribed by the Board of Directors or by the Bylaws.

11 Section 29: Treasurer: The Treasurer shall keep and maintain, or cause to be
12 kept and maintained, adequate and correct accounts of the properties and business transactions
13 of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains,
14 losses, capital, surplus, and shares. Any surplus, including earned surplus, paid-in surplus, and
15 surplus arising from a reduction of stated capital, shall be classified according to source and
16 shown in a separate account. The books of account shall at all times be open to inspection by
17 any Director.

18 The Treasurer shall deposit all moneys and other valuables in the name and to the
19 credit of the Corporation with such depositaries as may be designated by the Board of Directors.
20 He shall disburse the funds of the Corporation as may be ordered by the Board of Directors,
21 shall render to the President and the Directors, whenever they request it, an account of all of his
22 transactions as Treasurer and of the financial condition of the Corporation, and shall have such
23 other powers and perform such other duties as may be prescribed by the Board of Directors or
24 the Bylaws.

25

26

RESIDENT AGENT

27

28 Section 30: Appointment of Resident Agent: The Resident Agent for said
Corporation in the State of Nevada shall be JOHN W. HOFFMAN of HOFFMAN, TEST &

1 GUINAN, 429 West Plumb Lane, Post Office Box 187, Reno, Nevada 89504. The Board of
2 Directors may, by resolution, change the principal office of the Corporation to such other place
3 or places within said County as they shall determine in their sole and complete discretion. The
4 Board of Directors may at any time establish branch or subordinate offices at another place or
5 places within or without the State of Nevada.

6 Section 31: Principal Office: The Corporation shall have its principal office for
7 the transaction of business at 429 West Plumb Lane, Reno, Nevada.

8 The Stockholders and Directors of the Corporation, the Officers of the
9 Corporation, or the Corporation, may hold any and all of their Meetings, and maintain offices,
10 at such place or places inside or outside of the State of Nevada as the Board of Directors may
11 from time to time determine, and any and all Stockholders' or Directors' Meetings held in such
12 offices shall be effective for all purposes as if held at the principal place of business in the State
13 of Nevada.

14 DIVIDENDS

15 Section 32: Authorization of Dividends: Dividends upon the capital stock of the
16 Corporation, when earned, shall be payable as the Directors may prescribe.

17 Section 33: Reservation of Funds Prior to Payment of Dividends: Before the
18 payment of any dividends, or distribution of any profits, there may be set aside out of the net
19 profits of the Corporation, such sum or sums as the Directors from time to time, in their absolute
20 discretion, think proper as a reserve fund to meet contingencies, for equalizing dividends, for
21 repairing or maintaining any property of the Corporation, or for any such other purpose as the
22 Directors shall deem to be conducive to the interests of the Corporation.

23 STOCK CERTIFICATES AND SEAL

24 Section 34: Form of Certificates and Seal: The Certificates evidencing the
25 ownership of the stock of this Corporation, and the Corporate Seal of this Corporation, shall be
26 in such form as the Directors or Officers shall from time to time determine.

27 TRANSFER OF SHARES OF STOCK

28 Section 35: Stock Transfers: Shares of stock of the Corporation shall be

1 transferable only upon its books by the holder or holders thereof in person, or by proxy, or by
2 his or their duly authorized attorney or legal representative, who shall at such time surrender to
3 the Corporation the old Certificate or Certificates, and receive new Certificates in exchange
4 therefor. Surrendered Certificates shall be cancelled at the time of such transfer. No transfer
5 of stock shall be valid against the Corporation until it shall have been registered on the books
6 of the Corporation. There shall be no transfer of fractional parts of shares.

7 Section 36: Record Date and Closing of Stock Books: The Board of Directors
8 may fix a time in the future, not exceeding fifty (50) days preceding the date of any Meeting
9 of Stockholders, and not exceeding thirty (30) days preceding the date fixed for the payment of
10 any dividend or distribution, or for the allotment of rights, or when any change or conversion
11 or exchange of shares shall go into effect, as a record date for the determination of the
12 Stockholders entitled to notice of, and to vote at, any such Meeting, or entitled to receive any
13 such dividend or distribution, or any such allotment of rights, or to exercise the rights in respect
14 to any such change, conversion, or exchange of shares, and in such case, only Stockholders of
15 record on the date so fixed shall be entitled to notice of and to vote at such Meetings, or to
16 receive such dividend, distribution, or allotment of rights, or to exercise such rights, as the case
17 may be, notwithstanding any transfer of any shares on the books of the Corporation after any
18 record date so fixed. The Board of Directors may close the books of the Corporation against
19 transfers of shares during the whole, or part of any such period.

20 MISCELLANEOUS

21 Section 37: Checks, Drafts, et cetera: All checks, drafts, or other orders for the
22 payment of money, notes, or other evidences of indebtedness, issued in the name of or payable
23 to the Corporation, shall be signed or endorsed by such person or persons and in such manner
24 as, from time to time, shall be determined by resolution of the Board of Directors.

25 Section 38: Annual Report: The Board of Directors of the Corporation shall
26 cause to be sent to the Stockholders not later than one hundred and twenty (120) days after the
27 close of the fiscal or calendar year an Annual Report; provided, however, such requirement may
28 be waived by a majority vote of the Board of Directors at any time.

1 Section 39: Execution of Contracts: The Board of Directors, except as otherwise
2 provided in the By-laws, may authorize any Officer or Officers, Agent or Agents, of the
3 Corporation, to enter into any contract, deed, or lease, or to execute any instrument in the name
4 of and on behalf of the Corporation, and such authority may be general, or confined to specific
5 instances.

6 Section 40: Representation of Shares in Other Corporation or Corporations: The
7 President or any Vice-President and the Secretary and Treasurer of this Corporation are
8 authorized to vote, represent and exercise on behalf of this Corporation all rights incident to any
9 and all shares of any other Corporation or Corporations standing in the name of this Corporation.
10 The authority herein granted to said Officers, to vote or represent on behalf of this Corporation,
11 any and all shares held by this Corporation in any other Corporation or Corporations, may be
12 exercised either by such Officers in person, or by any person authorized to do by proxy or by
13 Power of Attorney duly executed by said Officers.

14 Section 41: Disallowed Expense: Any payments made to an officer of the
15 Corporation such as a salary, commission, bonus, interest, or rent, or entertainment expenses
16 incurred by him, which shall be disallowed in whole or in part as a deductible expense by the
17 Internal Revenue Service, shall be reimbursed by such officer to the Corporation to the full
18 extent of such allowance. It shall be the duty of the directors, as a Board, to enforce payment
19 of each such amount disallowed. In lieu of payment by the officer, subject to the determination
20 of the Directors, proportionate amounts may be withheld from his future compensation payments
21 until the amount owed to the Corporation has been recovered.

22 Section 42: Titles and Subtitles: Titles and subtitles are used in these Bylaws for
23 convenience in reference only and do not necessarily mean or imply that all provisions with
24 reference to any particular topic are contained in the Section headed by a title or subtitle.

25 Section 43: Amendments to the Bylaws: These Bylaws may be altered, amended
26 or repealed at any Regular Meeting or Special Meeting of the Stockholders, said amendment to
27 be approved by holders of stock representing at least a majority of all the shares of common
28 stock of the Corporation then outstanding, and provided that the notice of the said Regular or

1 Special Meeting shall describe such proposed amendment.

2 We, the undersigned, being the Directors named in the ARTICLES OF
3 INCORPORATION of CURLEW RESOURCE CORPORATION, a Nevada corporation, do
4 hereby approve and adopt the foregoing Bylaws as the Bylaws of the Corporation.

5 DATED: This 18th day of November, 1994.

6 
7 DONALD CLARK

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9 ROBERT PINCOMBE

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**AMENDMENT TO THE
BYLAWS
OF
Buyer Group International, INC.**

Pursuant to Article 4, Section 4.2 of the Article of Incorporation , and W.S.17-16-1002, the following action is taken and approved by the Board of Directors of Buyer Group International, Inc.by unanimous written consent as if a meeting had been properly called and held and all the directors were present at the meeting and voted in favor of such action:

All of the Directors Buyer Group International, Inc. have unanimously approved the following amendment to the Bylaws of this corporation:

A NEW ARTICLE VII-A. is added as follows:

ARTICLE VII-A., SECTION 1.

CERTIFICATE OF RE-DESIGNATION, SERIES A PREFERRED STOCK

1.1 RE-DESIGNATION. The class of stock of this corporation heretofore named “Preferred Stock” shall be re-named and designated “Series A Preferred Stock”. It shall have 1,000,000 shares authorized at \$0.0001 par value per share.

1.2 CONVERSION RIGHTS.

a. If at least one share of Series A Preferred Stock is issued and outstanding, then the total aggregate issued shares of Series A Preferred Stock at any given time, regardless of their number, shall be convertible into the number of shares of Common Stock which equals four times the sum of: i) the total number of shares of Common Stock which are issued and outstanding at the time of conversion, plus ii) the total number of shares of Series B and Series C Preferred Stocks which are issued and outstanding at the time of conversion.

b. Each individual share of Series A Preferred Stock shall be convertible into the number of shares of Common Stock equal to:

[four times the sum of: {all shares of Common Stock issued and outstanding at time of conversion + all shares of Series B and Series C Preferred Stocks issued and outstanding at time of conversion}]

divided by:

[the number of shares of Series A Preferred Stock issued and outstanding at the time of conversion]

1.3 ISSUANCE. Shares of Preferred Stock may only be issued in exchange for the partial or full retirement of debt held by Management, employees or consultants, or as directed by a majority vote of the Board of Directors. The number of Shares of Preferred

Stock to be issued to each qualified person (member of Management, employee or consultant) holding a Note shall be determined by the following formula:

For retirement of debt:

$$\sum_{i=1}^n x_i = \text{number of shares of Series A Preferred Stock to be issued}$$

where $x_1 + x_2 + x_3 \dots + x_n$ represent the discrete notes and other obligations owed the lender (holder), which are being retired.

1.4 VOTING RIGHTS.

a. If at least one share of Series A Preferred Stock is issued and outstanding, then the total aggregate issued shares of Series A Preferred Stock at any given time, regardless of their number, shall have voting rights equal to four times the sum of: i) the total number of shares of Common Stock which are issued and outstanding at the time of voting, plus ii) the total number of shares of Series B and Series C Preferred Stocks which are issued and outstanding at the time of voting.

b. Each individual share of Series A Preferred Stock shall have the voting rights equal to:

[four times the sum of: {all shares of Common Stock issued and outstanding at time of voting + all shares of Series B and Series C Preferred Stocks issued and outstanding at time of voting}]

divided by:

[the number of shares of Series A Preferred Stock issued and outstanding at the time of voting]

ARTICLE VII-A., SECTION 2.

**CERTIFICATE OF DESIGNATIONS, PREFERENCES,
RIGHTS AND LIMITATIONS
OF SERIES B PREFERRED STOCK**

2.1. DESIGNATION AND NUMBER OF SHARES. 1,000,000,000 shares of Series B Preferred Stock, par value \$0.0001 per share (the "Preferred Stock"), are authorized pursuant to Article II of the Corporation's Amended Certificate of Incorporation (the "Series B Preferred Stock" or "Series B Preferred Shares").

2.2. DIVIDENDS. The holders of Series B Preferred Stock shall be entitled to receive dividends when, as and if declared by the Board of Directors, in its sole discretion.

2.3. LIQUIDATION RIGHTS. Upon any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, before any distribution or payment shall be made to the holders of any stock ranking junior to the Series B Preferred Stock, the holders of the Series B Preferred Stock shall be entitled to be paid out of the assets of the Corporation an amount equal to \$1.00 per share or, in the event of an aggregate subscription by a single subscriber for Series B Preferred Stock in excess of \$100,000, \$0.997 per share (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares) (the "Preference Value"), plus all declared but unpaid dividends, for each share of Series B Preferred Stock held by them. After the payment of the full applicable Preference Value of each share of the Series B Preferred Stock as set forth herein, the remaining assets of the Corporation legally available for distribution, if any, shall be distributed ratably to the holders of the Corporation's Common Stock.

2.4. CONVERSION AND ANTI-DILUTION.

(a) Each share of Series B Preferred Stock shall be convertible (upon declaration by the company) at par value \$0.0001 per share (the "Series B Preferred"), at any time, and/or from time to time, into the number of shares of the Corporation's common stock, par value \$0.00001 per share (the "Common Stock") equal to the price of the Series B Preferred Stock as stated in 2.6 of the Bylaws, divided by the par value of the Series B Preferred, subject to adjustment as may be determined by the Board of Directors from time to time (the "Conversion Rate"). For example, assuming a \$2.50 price per share of Series B Preferred Stock, and a par value of \$0.0001 per share for Series B Preferred each share of Series B Preferred Stock would be convertible into 250,000 shares of Common Stock. Such conversion shall be deemed to be effective on the business day (the "Conversion Date") following the receipt by the Corporation of written notice from the holder of the Series B Preferred Stock of the holder's intention to convert the shares of Series B Stock, together with the holder's stock certificate or certificates evidencing the Series B Preferred Stock to be converted.

(b) Promptly after the Conversion Date, the Corporation shall issue and deliver to such holder a certificate or certificates for the number of full shares of Common Stock issuable

to the holder pursuant to the holder's conversion of Series B Preferred Shares in accordance with the provisions of this Section. The stock certificate(s) evidencing the Common Stock shall be issued with a restrictive legend indicating that it was issued in a transaction exempt from registration under the Securities Act of 1933, as amended (the "Securities Act"), and that it cannot be transferred unless it is so registered, or an exemption from registration is available, in the opinion of counsel to the Corporation. The Common Stock shall be issued in the same name as the person who is the holder of the Series B Preferred Stock unless, in the opinion of counsel to the Corporation, such transfer can be made in compliance with applicable securities laws. The person in whose name the certificate(s) of Common Stock are so registered shall be treated as a holder of shares of Common Stock of the Corporation on the date the Common Stock certificate(s) are so issued.

All shares of Common Stock delivered upon conversion of the Series B Preferred Shares as provided herein shall be duly and validly issued and fully paid and non-assessable. Effective as of the Conversion Date, such converted Series B Preferred Shares shall no longer be deemed to be outstanding and all rights of the holder with respect to such shares shall immediately terminate except the right to receive the shares of Common Stock issuable upon such conversion.

(c) The Corporation covenants that, within 30 days of receipt of a conversion notice from any holder of shares of Series B Preferred Stock wherein which such conversion would create more shares of Common Stock than are authorized, the Corporation will increase the authorized number of shares of Common Stock sufficient to satisfy such holder of shares of Series B submitting such conversion notice.

(d) Shares of Series B Preferred Stock are anti-dilutive to reverse splits, and therefore in the case of a reverse split, are convertible to the number of Common Shares after the reverse split as would have been equal to the ratio established in Section 2.4(a) prior to the reverse split. The conversion rate of shares of Series B Preferred Stock, however, would increase proportionately in the case of forward splits, and may not be diluted by a reverse split following a forward split.

2.5 VOTING RIGHTS. Each share of Series B Preferred Stock shall have no votes for any election or other vote placed before the shareholders of the Company.

2.6 PRICE.

(a) The initial price of each share of Series B Preferred Stock shall be \$2.50.

(b) The price of each share of Series B Preferred Stock may be changed either through a majority vote of the Board of Directors through a resolution at a meeting of the Board, or through a resolution passed at an Action Without Meeting of the unanimous Board, until such time as a listed secondary and/or listed public market develops for the shares.

2.7 LOCK-UP RESTRICTIONS ON CONVERSION. Shares of Series B Preferred Stock may not be converted into shares of Common Stock for a period of: a) six (6) months after purchase, if the Company voluntarily or involuntarily files public reports pursuant to Section 12 or 15 of the Securities Exchange Act of 1934; or b) twelve (12) months if the Company does not file such public reports.

ARTICLE VII-A., SECTION 3.

CERTIFICATE OF DESIGNATIONS, PREFERENCES, RIGHTS AND LIMITATIONS OF SERIES C PREFERRED STOCK

3.1. DESIGNATION AND NUMBER OF SHARES. 2,000,000,000 shares of Series C Preferred Stock, par value \$0.0001 per share (the "Preferred Stock"), are authorized pursuant to Article II of the Corporation's Amended Certificate of Incorporation (the "Series C Preferred Stock" or "Series C Preferred Shares").

3.1.1 ISSUANCE. Shares of Series C Preferred Stock may be issued to holders of debt of the company, as determined by a majority vote of the Board of Directors, or others, as determined by a majority vote of the Board of Directors.

3.2. DIVIDENDS. The holders of Series C Preferred Stock shall be entitled to receive dividends when, as and if declared by the Board of Directors, in its sole discretion.

3.3. LIQUIDATION RIGHTS. Upon any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, before any distribution or payment shall be made to the holders of any stock ranking junior to the Series C Preferred Stock, the holders of the Series C Preferred Stock shall be entitled to be paid out of the assets of the Corporation an amount equal to \$1.00 per share or, in the event of an aggregate subscription by a single subscriber for Series C Preferred Stock in excess of \$100,000, \$0.997 per share (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares) (the "Preference Value"), plus all declared but unpaid dividends, for each share of Series C Preferred Stock held by them. After the payment of the full applicable Preference Value of each share of the Series C Preferred Stock as set forth herein, the remaining assets of the Corporation legally available for distribution, if any, shall be distributed ratably to the holders of the Corporation's Common Stock.

3.4. CONVERSION AND ANTI-DILUTION.

(a) Each share of Series C Preferred Stock shall be convertible, at any time, and/or from

time to time, into 500 shares of the Corporation's common stock, par value \$0.00001 per share (the "Common Stock"). Such conversion shall be deemed to be effective on the business day (the "Conversion Date") following the receipt by the Corporation of written notice from the holder of the Series C Preferred Stock of the holder's intention to convert the shares of Series C Stock, together with the holder's stock certificate or certificates evidencing the Series C Preferred Stock to be converted.

(b) Promptly after the Conversion Date, the Corporation shall issue and deliver to such holder a certificate or certificates for the number of full shares of Common Stock issuable to the holder pursuant to the holder's conversion of Series C Preferred Shares in accordance with the provisions of this Section. The stock certificate(s) evidencing the Common Stock shall be issued with a restrictive legend indicating that it was issued in a transaction exempt from registration under the Securities Act of 1933, as amended (the "Securities Act"), and that it cannot be transferred unless it is so registered, or an exemption from registration is available, in the opinion of counsel to the Corporation. The Common Stock shall be issued in the same name as the person who is the holder of the Series C Preferred Stock unless, in the opinion of counsel to the Corporation, such transfer can be made in compliance with applicable securities laws. The person in whose name the certificate(s) of Common Stock are so registered shall be treated as a holder of shares of Common Stock of the Corporation on the date the Common Stock certificate(s) are so issued.

All shares of Common Stock delivered upon conversion of the Series C Preferred Shares as provided herein shall be duly and validly issued and fully paid and non-assessable. Effective as of the Conversion Date, such converted Series C Preferred Shares shall no longer be deemed to be outstanding and all rights of the holder with respect to such shares shall immediately terminate except the right to receive the shares of Common Stock issuable upon such conversion.

(c) The Corporation covenants that, within 30 days of receipt of a conversion notice from any holder of shares of Series C Preferred Stock wherein which such conversion would create more shares of Common Stock than are authorized, the Corporation will increase the authorized number of shares of Common Stock sufficient to satisfy such holder of shares of Series C submitting such conversion notice.

(d) Shares of Series C Preferred Stock are anti-dilutive to reverse splits, and therefore in the case of a reverse split, are convertible to the number of Common Shares after the reverse split as would have been equal to the ratio established in Section 3.4(a) prior to the reverse split. The conversion rate for shares of Series C Preferred Stock, however, would increase proportionately in the case of forward splits, and may not be diluted by a reverse split following a forward split.

3.5 VOTING RIGHTS. Each share of Series C Preferred Stock shall have no vote for any election or other vote placed before the shareholders of the Company.

3.6 PRICE.

(a) The initial price of each share of Series C Preferred Stock shall be \$2.00.

(b) The price of each share of Series C Preferred Stock may be changed either through a majority vote of the Board of Directors through a resolution at a meeting of the Board, or through a resolution passed at an Action Without Meeting of the unanimous Board, until such time as a listed secondary and/or listed public market develops for the shares.

3.7 LOCK-UP RESTRICTIONS ON CONVERSION. Shares of Series C Preferred Stock may not be converted into shares of Common Stock for a period of: a) six (6) months after purchase, if the Company voluntarily or involuntarily files public reports pursuant to Section 12 or 15 of the Securities Exchange Act of 1934; or b) twelve (12) months if the Company does not file such public reports.

ARTICLE VII-A., SECTION 4.

CERTIFICATE OF DESIGNATIONS, PREFERENCES, RIGHTS AND LIMITATIONS OF SERIES S CONVERTIBLE PREFERRED STOCK

4.1 DESIGNATION AND NUMBER OF SHARES

1,000,000,000 shares of Series S Preferred Stock, par value \$0.0001 per share (the "Preferred Stock"), are authorized pursuant to Article II of the Corporation's Amended Certificate of Incorporation (the "Series S Preferred Stock" or "Series S Preferred Shares").

4.2 DIVIDENDS

The holders of Series S Preferred Stock shall be entitled to receive dividends when, as and if declared by the Board of Directors, in its sole discretion.

4.3 LIQUIDATION RIGHTS

Upon any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, before any distribution or payment shall be made to the holders of any stock ranking junior to the Series S Preferred Stock, the holders of the Series S Preferred Stock shall be entitled to be paid out of the assets of the Corporation an amount equal to \$1.00 per share (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares) (the "Preference Value"), plus all the declared but unpaid dividends, for each share of Series S Preferred Stock held by them. After the payment of the full applicable Preference Value of each share of the Series S Preferred Stock as set forth herein, the remaining assets of the Corporation legally available for distribution, if any, shall be distributed ratably to the holders of the Corporations Common Stock.

4.4 CONVERSION AND ANTI-DILUTION

(a) Each share of Series S Preferred Stock shall be convertible, at any time, or from time to time, into one thousand (1000) shares of the Corporation's common stock (the "Common Stock"), par value \$0.001 per share subject to adjustment as may be determined by the Board of Directors from time to time (the "Conversion Rate"). Such conversion shall be deemed to be effective on the business day (the "Conversion Date") following the receipt by the Corporation of written notice from the holder of the Series S Preferred Stock of the holder's intention to convert the shares of Series S Stock, together with the holder's stock certificate or certificates evidencing the Series S Preferred Stock to be converted.

(b) Promptly after the Conversion Date, the Corporation shall issue and deliver to such holder a certificate or certificates for the number of full shares of Common Stock issuable to the holder pursuant to the holder's conversion of Series S Preferred Shares in accordance with the provisions of this Section. The stock certificate(s) evidencing the Common Stock shall be issued with a restrictive legend indicating that it was issued in a transaction exempt from registration under the Securities Act of 1933, as amended (the "Securities Act"), and that it cannot be transferred unless it is so registered, or an exemption from registration is available, in the opinion of counsel to the Corporation. The Common Stock shall be issued in the same name as the person who is the holder of the Series S Preferred Stock unless, in the opinion of counsel to the Corporation, such transfer can be made in compliance with applicable securities laws. The person in whose name the certificate(s) of Common Stock are so registered shall be treated as a holder of shares of Common Stock of the Corporation on the date the Common Stock certificate(s) are so issued.

All shares of Common Stock delivered upon conversion of the Series S Preferred Shares as provided herein shall be duly and validly issued and fully paid and non-assessable. Effective as of the Conversion Date, such converted Series S Preferred Shares shall no longer be deemed to be outstanding and all rights of the holder with respect to such shares shall immediately terminate except the right to receive the shares of Common Stock issuable upon such conversion.

(c) The Corporation covenants that it will at all times reserve and keep available out of its authorized but unissued shares of Common Stock, for the purpose of effecting conversions of the Series S Preferred Stock, the full number of shares of Common Stock deliverable upon the conversion of all outstanding shares of the Series S Preferred Stock not converted. For purposes of this Section, the number of shares of Common Stock that shall be deliverable upon the conversion of all outstanding shares of the Series S Preferred Stock shall be computed as if at the time of computation all the outstanding shares were held by a single holder.

(d) Shares of Series S Preferred Stock are anti-dilutive to reverse splits, and therefore in the case of a reverse split, are convertible to the number of Common Shares after the reverse split as would have been equal to the 1000:1 ratio established in Section 4.4(a)

prior to the reverse split. Shares of Series S Preferred Stock, however, would participate in forward splits, and may not be diluted by a reverse split following a forward split.

4.5 VOTING RIGHTS

Each share of Series S Preferred Stock shall have one vote for any election or other vote placed before the shareholders of the Company.

4.6 PRICE

(a) The initial price of each share of Series S Preferred Stock shall be \$0.001.

(b) The price of each share of Series S Preferred Stock may be changed either through a majority vote of the Board of Directors through a resolution at a meeting of the Board, or through a resolution passed at an Action Without Meeting of the unanimous Board, until such time as a listed secondary and/or listed public market develops for the shares.

4.7 LOCK-UP RESTRICTIONS ON CONVERSION.

Shares of Series S Preferred Stock may not be converted into shares of Common Stock for a period of: a) six (6) months after purchase, if the Company voluntarily or involuntarily files public reports pursuant to Section 12 or 15 of the Securities Exchange Act of 1934; or b) twelve (12) months if the Company does not file such public reports.

**Adopted this 15th day of February, 2011
by all the Directors of the corporation.**

David A. Bryant, CEO and Director