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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

2011 APR -5 PM 3:02

**FILED**

**C. LEWIS**

**APR 6 2011**

**EXAMINER**

**COVER LETTER**

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** Global Agri-Med Technologies, Inc.  
Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Arthur Marcus, Esq.

Contact Person

Gersten Savage, LLP

Firm/Company

600 Lexington Ave., 9th Floor

Address

New York, NY 10022

City, State and Zip Code

amarcus@gskny.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Stephen DeRosa, Esq.

Name of Contact Person

at ( 212 ) 752-9700

Area Code and Daytime Telephone Number



Certified copy (optional) \$30.00

**STREET ADDRESS:**

Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

**MAILING ADDRESS:**

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

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**Certificate of Merger  
For  
Florida Limited Liability Company**

2011 APR -5 PM 13:02

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, Florida Statutes.

**FIRST:** The exact name, form/entity type, and jurisdiction for each **merging** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Florida Micro, LLC	FL	LLC

**SECOND:** The exact name, form/entity type, and jurisdiction of the **surviving** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Global Agri-Med Technologies, Inc.	NJ	Corporation

**THIRD:** The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

**FOURTH:** The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

**FIFTH:** If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

Date of filing \_\_\_\_\_

**SIXTH:** If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

\_\_\_\_\_ 400 Grove St.

\_\_\_\_\_ Glen Rock, NJ

\_\_\_\_\_ 07452

**SEVENTH:** If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

**EIGHTH:** If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: 400 Grove Street

\_\_\_\_\_ Glen Rock, NJ

\_\_\_\_\_ 07452

Mailing address: Same

\_\_\_\_\_  
\_\_\_\_\_

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA


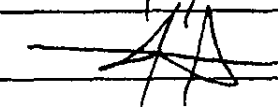
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b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**NINTH:** Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Global Agri-Med. Technologies		Daniel S. Jacobs 3/30/11
Florida Micro, LLC		Daniel S. Jacobs 3/30/11

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

<b><u>Fees:</u></b> For each Limited Liability Company:	\$25.00
For each Corporation:	\$35.00
For each Limited Partnership:	\$52.50
For each General Partnership:	\$25.00
For each Other Business Entity:	\$25.00

<b><u>Certified Copy (optional):</u></b>	\$30.00
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THE SECURITIES TO WHICH THIS AGREEMENT AND PLAN OF MERGER RELATES HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE, AND WILL BE ISSUED IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS.

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CLERK OF SUPERIOR COURT  
ALABAMA

### STOCK PURCHASE AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT (this "Agreement"), entered into as of the 1<sup>st</sup> day of February, 2011, is made by and between Roger Fidler, Director and the Selling Shareholder (the "Shareholder") of Global Agri Med Technologies, Inc. ("GAGO"); Florida Micro, LLC a Florida limited liability company (the "Company"), and Daniel Jacobs ("Jacobs") (the "Buyer").

### WITNESSETH

WHEREAS, GAGO desires to sell to the Buyer and the Buyer wishes to purchase and acquire from GAGO an aggregate of 21,100,000 restricted shares of GAGO's common stock, pursuant to the terms and conditions of this Agreement;

WHEREAS, GAGO has a wholly owned subsidiary Quad Energy Corporation, a junior oil and gas company established in Calgary, Canada;

WHEREAS, the Parties desire to set forth the terms and conditions pursuant to which the Company shall merge with and into GAGO (the "Merger") following which, the separate corporate existence of the Company shall cease and GAGO shall continue as the surviving corporation in the Merger (the "Surviving Corporation");

WHEREAS, it is the intention of the parties hereto that the Merger shall qualify as a transaction exempt from registration or qualification under the Securities Act of 1933, as amended (the "Securities Act");

WHEREAS, the parties hereto intend that the Merger contemplated herein shall qualify as a "reorganization" within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended (the "Code"), by reason of Section 368(a)(2)(E) of the Code, and this Agreement will be, and is hereby adopted as, a "plan of reorganization" within the meaning of Section 1.368-2(g) of the U.S. Income Tax Regulations promulgated under the Code (the "Treasury Regulations");

WHEREAS, the respective boards of directors of each of GAGO and the Company deem it advisable and in the best interests of their respective companies that they consummate the Merger;

WHEREAS, the boards of directors of GAGO and the Company have approved this Agreement and the other matters contemplated hereby; and



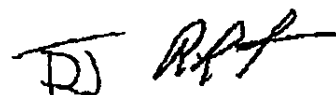
WHEREAS, this Agreement, the Merger and the other matters contemplated hereby have been approved by GAGO and the members of the Company, as required pursuant to the requirements of New Jersey General Corporation Law (the "NJGCL") and the Florida Limited Liability Company Act (the "FLLCA").

NOW, THEREFORE, in consideration of the representations, warranties and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows:

### ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions. In this Agreement the following terms will have the following meanings:

- (a) "Agreement" means this Stock Purchase Agreement;
- (b) "Closing" means the completion, on the date hereof, of the transactions contemplated hereby in accordance with Article 7 hereof;
- (c) "Place of Closing" means the offices of David E. Price, Esq. or such other place as the Buyer and GAGO may mutually agree upon;
- (d) "Escrow Agent" means the escrow account of David E. Price, Esq. or such other place as the Buyer and GAGO may mutually agree upon;
- (e) "FLLCA" means the Florida Limited Liability Company Act;
- (f) "GAGO Accounts Payable and Liabilities" means all accounts payable and legally binding obligations of GAGO;
- (g) "GAGO Accounts Receivable" means all accounts receivable and other debts owed to GAGO, on a consolidated basis;
- (h) "GAGO Assets" means the undertaking and all the property and assets of the GAGO Business of every kind and description wheresoever situated including, without limitation, GAGO Equipment, GAGO Inventory, GAGO Material Contracts, GAGO Accounts Receivable, GAGO Cash, GAGO Intangible Assets and GAGO Goodwill, and all credit cards, charge cards and banking cards issued to GAGO;
- (i) "GAGO Bank Accounts" means all of the bank accounts, lock boxes and safe deposit boxes of GAGO or relating to the GAGO Business;
- (j) "GAGO Business" means all aspects of any business conducted by GAGO;
- (k) "GAGO Cash" means all cash on hand or on deposit to the credit of GAGO on the date hereof;
- (l) "GAGO Common Shares" means the shares of common stock in the capital of GAGO;
- (m) "GAGO Financial Statements" means, collectively, the unaudited consolidated financial statements of GAGO for the fiscal years ended December 31<sup>st</sup>, 2009 and 2010;



- (l) "GAGO Goodwill" means the goodwill of the GAGO Business including the right to all corporate, operating and trade names associated with the GAGO Business, or any variations of such names as part of or in connection with the GAGO Business, all books and records and other information relating to the GAGO Business, all necessary licenses and authorizations and any other rights used in connection with the GAGO Business;
- (m) "GAGO Intangible Assets" means all of the intangible assets of GAGO and its subsidiaries, including, without limitation, GAGO Goodwill, all trademarks, logos, copyrights, designs, and other intellectual and industrial property of GAGO and its subsidiaries;
- (n) "Members" shall mean the holders of the Membership Interests of the Company immediately prior to the Closing Date.
- (o) "Membership Interests" means all of the issued and outstanding membership interests of the Company immediately prior to the Closing Date.
- (p) "Merger Shares" means GAGO Common Stock issued after the effectuation of the reverse split by FINRA to the Members in consideration for the exchange of the Membership Interests as a result of the Merger, pursuant to the provisions of Article 2 hereafter;
- (q) "Shares" shall mean the 21,100,000 shares of GAGO Common Stock, evidenced by certificate #8059 to be sold to Buyer by GAGO hereunder which shares represent 58% of GAGO on a fully diluted basis.

Any other terms defined within the text of this Agreement will have the meanings so ascribed to them.

**1.2 Captions and Section Numbers.** The headings and section references in this Agreement are for convenience of reference only and do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision thereof.

**1.3 Section References and Schedules.** Any reference to a particular "Article", "section", "paragraph", "clause" or other subdivision is to the particular Article, section, clause or other subdivision of this Agreement and any reference to a Schedule by letter will mean the appropriate Schedule attached to this Agreement and by such reference the appropriate Schedule is incorporated into and made part of this Agreement.

**1.4 Severability of Clauses.** If any part of this Agreement is declared or held to be invalid for any reason, such invalidity will not affect the validity of the remainder which will continue in full force and effect and be construed as if this Agreement had been executed without the invalid portion, and it is hereby declared the intention of the parties that this Agreement would have been executed without reference to any portion which may, for any reason, be hereafter declared or held to be invalid.

## **ARTICLE 2 PURCHASE AND SALE; THE MERGER**

**2.1 Conveyance of the Shares.** Subject to all of the terms and conditions of this Agreement, the Shareholder does hereby sell, assign, transfer and convey to the Buyer, and the





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Buyer does hereby purchase and accept from the Shares, free and clear of all encumbrances, liens, charges and claims.

**2.2 Purchase Price; Payment.** Simultaneously with the Closing, GAGO shall close on a private sale of the Shares for the purchase price of \$160,000.00 (One Hundred Sixty Thousand Dollars US (the "Purchase Price") which shall be paid by wire transfer of immediately available funds or bank or certified check (the "Private Purchase").

**2.3 Merger.** Upon and subject to the terms and conditions of this Agreement, the Company shall merge with and into GAGO on the Closing Date (as such term is defined in Section 7.1 hereafter). From and after the Closing Date, the separate corporate existence of the Company shall cease and GAGO shall continue as the surviving corporation in the Merger (the "Surviving Corporation"). Following the Closing Date, the Surviving Corporation shall be operated as a wholly-owned subsidiary of GAGO. Without limiting the generality of the foregoing, at the Closing Date, except as otherwise provided herein, all of the property, rights, privileges, powers and franchises of GAGO and the Company shall vest in the Surviving Corporation. Contemporaneously with the Closing, properly executed Articles of Merger conforming to the requirements of the NJGCL (the "New Jersey Articles of Merger") and the FLLCA (the "Florida Articles of Merger") shall be filed with the office of the Secretary's of State of New Jersey and Florida, as the case may be. The Merger shall become effective only upon the acceptance of the New Jersey and the Florida Articles of Merger by the Secretary's of State of New Jersey and Florida, respectively. The Merger shall have the effects specified in this Agreement, the Articles of Merger, and the applicable provisions of the NJGCL and the FLLCA.

**2.4 Corporate Structure of the Surviving Corporation; Appointment of New Directors and Resignation of Existing Directors and Officers of the Surviving Corporation.** Unless otherwise mutually determined by the Parties hereto prior to the Closing Date: (i) the articles of incorporation of GAGO immediately prior to the Closing Date shall be the articles of incorporation of the Surviving Corporation upon and after the Closing Date, until hereafter amended pursuant to the NJGCL and (ii) the bylaws of GAGO immediately prior to the Closing Date shall be the bylaws of the Surviving Corporation upon and after the Closing Date. On the Closing Date, and in accordance with the provisions of Section 7.3(e) and 7.3(f) hereafter, the directors of GAGO shall appoint the individuals set forth on Exhibit A attached as new directors of GAGO, to serve until such time as their successors are duly elected and qualified, and the existing director of GAGO shall resign as a director of GAGO. Furthermore, at the Closing Date, and in accordance with the provisions of Section 2.2, the sole officer of GAGO also shall resign from all positions held by him in the Surviving Corporation.

**2.5 Consideration; Conversion of Membership Interests.**

(a) As a result of the Merger, GAGO shall issue to all of the Members an aggregate of 35,000,000 Merger Shares as determined pursuant to provisions of Section 2.5(b) hereafter.

(b) On the Closing Date and without any further action on the part of GAGO, the Company, the Surviving Corporation or any other Person, each of the Membership Interests outstanding, immediately prior to the Closing Date (other than any Membership Interests that are Dissenting Interests) shall be converted into the right to receive an aggregate of 35,000,000 Merger Shares upon completion of the reverse split, subject to nominal rounding adjustments.

(c) If any of the stock certificates issuable with respect to the Merger Shares are to be issued in the name of a person other than a Member of record of the Company, it shall be a condition to the issuance of such Merger Shares that (i) the request shall be in writing and properly documented (e.g., assigned, endorsed or accompanied by appropriate transfer powers), (ii) such transfer shall otherwise be proper and in accordance with all applicable federal and state



laws, rules and regulations, and (iii) the Person requesting such transfer shall pay to GAGO any transfer or other taxes payable by reason of the foregoing or establish to the satisfaction of GAGO that such taxes have been paid or are not required to be paid. Notwithstanding the foregoing, none of GAGO, the Company, the Surviving Corporation or any of their Affiliates, subsidiaries, directors, managers, officers, agents or employees shall be liable to any Company shareholder for any Merger Shares issued to such Member pursuant to this Section 2.5(c) that are delivered to a public official pursuant to applicable abandoned property, escheat or similar laws.

**2.6 Closing of Transfer Books.** On the Closing Date, each of the Members shall cease to have any rights as a member of the Company and shall not have any rights as a stockholder or otherwise with respect to the Surviving Corporation (except as set forth in this Agreement with respect to the Merger Shares), and the transfer books of the Company shall be closed with respect to all Membership Interests outstanding immediately prior to the Closing Date. No further transfer of any such Membership Interests shall be made on such transfer books after the Closing Date. If, after the Closing Date, a valid certificate or other instrument previously representing any Membership Interests is presented to the Surviving Corporation, such certificate or other instrument shall be canceled and exchanged as provided in this Article 2.

**2.7 Effect on Membership Interests.**

(a) On the Closing Date, the Membership Interests shall, except for with respect to any Dissenting Interests, by virtue of the Merger and without any action on the part of any Party or the holder thereof, automatically be canceled and extinguished and converted into the right to receive the Merger Shares.

(b) On the Closing Date, each Membership Interest issued and outstanding immediately prior to the Closing Date shall be converted into and exchanged for approximately 35,000,000 (subject to nominal rounding adjustments) validly issued, fully paid and nonassessable shares of GAGO Common Stock post reverse split.

(c) Notwithstanding the foregoing, no fractional shares of GAGO Common Stock shall be issued as part of the Merger Shares. In lieu of issuance of any fractional shares of GAGO Common Stock that would otherwise be issuable, such fractional shares shall be rounded up to the nearest whole number.

(d) Notwithstanding the foregoing, no amounts shall be payable at or after the Closing Date with respect to any Dissenting Interests or any Membership Interests with respect to which dissenters' rights have not terminated. In the case of Dissenting Interests, payment shall be made in accordance with the provisions of Section 2.10 hereafter. In the case of any Membership Interests with respect to which dissenters' rights have not terminated as of the Closing Date, if such Membership Interests become Dissenting Interests, payment shall be made in accordance with Section 2.10 hereafter and if, instead, the dissenters' rights with respect to such Membership Interests irrevocably terminate after the Closing Date, such Membership Interests shall only entitle the holders thereof to receive the applicable Merger Shares upon delivery of the certificate(s) or other instrument(s) representing the applicable Membership Interests.

**2.8 Tax and Accounting Consequences.** For federal income tax purposes, the Merger is intended to constitute a reorganization within the meaning of Section 368 of the Internal Revenue Code, and the Parties shall report the transactions contemplated herein consistent with such intent and shall take no position inconsistent therewith. The Parties to this Agreement hereby adopt this Agreement as a "plan of reorganization" within the meaning of Sections 1.368-2(g) and 1.368-3(a) of the United States Treasury Regulations.

**2.9 Taking of Necessary Action; Further Action.** If, at any time after the Closing Date,

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any further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Surviving Corporation with full right, title and possession to all assets, property, rights, privileges, powers and franchises of the Company and GAGO; the Surviving Corporation and the officers, managers and directors of the Company and GAGO are fully authorized in the name of their respective entities or otherwise to take, and will take, all such lawful and necessary action, so long as such action is not inconsistent with this Agreement.

2.10 **Dissenters' Rights.** Membership Interests that have not been voted for approval of this Agreement and the Merger contemplated hereunder, or consented thereto in writing, and with respect to which a demand for payment of "fair value" for such common stock have been properly made in accordance with the FLLCA ("Dissenting Interests") will not be converted into the right to receive the Merger Shares otherwise payable with respect to such Membership Interests at or after the Closing Date, but will be converted into the right to receive from the Surviving Corporation such consideration as may be determined to be due with respect to such Dissenting Interests pursuant to the FLLCA and any other applicable laws of the state of Florida. If a holder of Dissenting Interests (a "Dissenting Interest Holder") withdraws his or her demand for such payment and appraisal or becomes ineligible for such payment and appraisal, then, as of the Closing Date or the occurrence of such event of withdrawal or ineligibility, whichever last occurs, such holder's Dissenting Interests will cease to be Dissenting Interests and will be converted into the right to receive, and will be exchangeable for, the Merger Shares in accordance with Section 2.4 of this Agreement. The Company will give GAGO prompt notice of any demand received by the Company from a Dissenting Interest Holder for appraisal of such Dissenting Interest Holder's Membership Interests, and GAGO shall have the right to participate in all negotiations and proceedings with respect to such demand. The Company agrees that, except with the prior written consent of GAGO, or as required under the FLLCA, it will not voluntarily make any payment with respect to, or settle or offer or agree to settle, any such demand for appraisal. Each Dissenting Interest Holder who, pursuant to the provisions of the FLLCA, becomes entitled to payment of the "fair value" of the Dissenting Interests will receive payment therefor but only after the "fair value" has been determined pursuant to such provisions. Any portion of the Merger Shares that would otherwise have been payable with respect to Dissenting Interests if such Membership Interests were not Dissenting Interests will be retained by GAGO.

### ARTICLE 3 SELLERS' REPRESENTATIONS AND WARRANTIES

3.1 **Representations and Warranties.** The Shareholder and GAGO jointly and severally make the representations and warranties set forth below and intend and acknowledge that the Buyer will rely thereon in entering into this Agreement and in approving and completing the transactions contemplated hereby. Any schedules described in or contemplated by such representations and warranties shall be prepared both as of the date of this Agreement and as of the date of the Closing.

#### The Seller

- (a) **Power and Capacity.** The Shareholder has the power, authority and capacity to enter into this Agreement and to consummate the transactions contemplated hereby. This Agreement constitutes the Shareholder's valid, legal and binding obligation and is enforceable against the Shareholder in accordance with its terms, subject, however, as to enforcement, to bankruptcy, insolvency, fraudulent transfer, moratorium and similar laws of general applicability relating to or affecting creditors' rights;
- (b) **Legal Proceedings, Etc.** There is no legal, equitable, administrative or arbitration



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action, suit, proceeding or known investigation pending or threatened against or affecting the Shareholder. There is no judgment, decree, injunction, rule or order of any court, governmental department, commission, agency, instrumentality or arbitrator outstanding against either party constituting the Shareholder and there is no basis for any action, suit, proceeding or investigation against the Shareholder.

- (c) Ownership. The Shareholder is the sole legal, beneficial and registered owner of the Shares, free and clear of any liens, security interests, charges or other encumbrances of any nature whatsoever. The Shares are validly issued, fully paid and non-assessable.

#### GAGO - Corporate Status and Capacity

- (d) Incorporation. GAGO is a corporation duly incorporated and validly subsisting under the laws of the State of New Jersey, and is in good standing with the office of the Secretary of State for the State of New Jersey;
- (e) Carrying on Business. GAGO is not required to register or otherwise be qualified to carry on business in any foreign jurisdiction;
- (f) Corporate Capacity. GAGO has the corporate power, capacity and authority to own the GAGO Assets;
- (g) Reporting Status; Listing. GAGO is not required to file current reports with the Securities and Exchange Commission pursuant to section 12(g) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") and GAGO's Common Shares are quoted on the OTC Markets Group, Inc. (the "OTC"). GAGO has filed a Form 15-12G with the Securities & Exchange Commission relieving itself of these reporting requirements. (the foregoing materials being collectively referred to herein as the "SEC Documents") and is current with respect to its Exchange Act filing requirements. As of their respective dates, the SEC Documents complied in all material respects with the requirements of the Securities Act of 1933, as amended (the "Securities Act") and the Exchange Act and the rules and regulations of the Commission promulgated thereunder, and none of the SEC Documents, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statement therein, in light of the circumstances under which they were made, not misleading. All material agreements to which GAGO is a party or to which the property or assets of GAGO are subject have been appropriately filed as exhibits to the SEC Documents as and to the extent required under the Exchange Act. The financial statements of GAGO included in the SEC Documents comply in all material respects with applicable accounting requirements and the rules and regulations of the Commission with respect thereto as in effect at the time of filing, were prepared in accordance with GAAP applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto, or, in the case of unaudited statements, as permitted by Form 10-Q of the Exchange Act), and fairly present in all material respects (subject in the case of unaudited statements, to normal, recurring audit adjustments) the financial position of GAGO as at the dates thereof and the results of its operations and cash flows for the periods then ended. GAGO is not aware of any facts which would make GAGO's Common Stock ineligible for quotation on the OTC;

**GAGO - Capitalization**

- (h) Authorized Capital. The authorized capital of GAGO consists of 40,000,000 shares of Common Stock, \$.001 par value, of which 35,948,272 are presently issued and outstanding. Additionally there are 10,000,000 shares of blank check preferred stock authorized, though none has ever been issued. There are no declared or accrued unpaid dividends with respect to any shares of the GAGO's Common Shares. GAGO has no other capital stock authorized, issued or outstanding.
- (i) No Option. No person, firm or corporation has any agreement, warrant or option or any right capable of becoming an agreement or option for the acquisition of GAGO Common Shares or for the purchase, subscription or issuance of any other securities of GAGO;

**GAGO - Records and Financial Statements**

- (j) Charter Documents. The charter documents of GAGO have not been altered since its incorporation, except as filed in the record books of GAGO;
- (k) Corporate Minute Books. The corporate minute books of GAGO are complete and each of the minutes contained therein accurately reflect the actions that were taken at a duly called and held meeting or by consent without a meeting. All actions by GAGO which required director or shareholder approval are reflected on the corporate minute books of GAGO. GAGO is not in violation or breach of, or in default with respect to, any term of its Certificate of Incorporation (or other charter documents) or by-laws.
- (l) GAGO Financial Statements. The GAGO Financial Statements which have been delivered to the Company present fairly, in all material respects, the assets and liabilities (whether accrued, absolute, contingent or otherwise) of GAGO, on a consolidated basis, as of the respective dates thereof, and the sales and earnings of the GAGO Business during the periods covered thereby, in all material respects and have been prepared in substantial accordance with generally accepted accounting principles consistently applied;
- (m) GAGO Accounts Payable and Liabilities. There are no liabilities, contingent or otherwise, of GAGO or its subsidiaries which are not disclosed as part of this transaction or reflected in the GAGO Financial Statements and neither GAGO nor its subsidiaries have guaranteed or agreed to guarantee any debt, liability or other obligation of any person, firm or corporation. Without limiting the generality of the foregoing, all accounts payable and liabilities of GAGO as of December 31<sup>st</sup>, 2010 are described in the GAGO Financial Statements;
- (n) GAGO Accounts Receivable. All the GAGO Accounts Receivable result from bona fide business transactions and services actually rendered without, to the knowledge and belief of GAGO, any claim by the obligor for set-off or counterclaim;
- (o) No Debt to Related Parties. Except as disclosed herein, GAGO is not or on the Closing will not be, indebted to any affiliate, director or officer of GAGO;

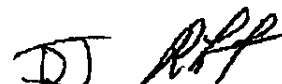


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- (p) No Related Party Debt to GAGO. No director or officer or affiliate of GAGO is now indebted to or under any financial obligation to GAGO on any account whatsoever;
- (q) No Dividends. No dividends or other distributions on any shares in the capital of GAGO have been made, declared or authorized since the date of GAGO's inception;
- (r) No Payments. No payments of any kind have been made or authorized since the date of the GAGO Financial Statements listed supra.
- (s) No Pension Plans. There are no pension, profit sharing, group insurance or similar plans or other deferred compensation plans affecting GAGO;
- (t) No Adverse Events. Since the posting of the last Form 15-12G
- (i) there has not been any adverse change in the financial position or condition of GAGO, its liabilities or the GAGO Assets or any damage, loss or other change in circumstances affecting GAGO, the GAGO Business or the GAGO Assets or GAGO's right to carry on the GAGO Business, other than changes in the ordinary course of business,
  - (ii) there has not been any damage, destruction, loss or other event (whether or not covered by insurance) adversely affecting GAGO, the GAGO Business or the GAGO Assets,
  - (iii) there has not been any increase in the compensation payable or to become payable by GAGO to any of GAGO's officers, employees or agents or any bonus, payment or arrangement made to or with any of them,
  - (iv) the GAGO Business has been and continues to be carried on in the ordinary course,
  - (v) GAGO has not waived or surrendered any right of material value,
  - (vi) GAGO has not discharged or satisfied or paid any lien or encumbrance or obligation or liability other than current liabilities in the ordinary course of business, and
  - (vii) no capital expenditures in excess of \$500 individually or \$1,000 in total have been authorized or made.

**GAGO - Income Tax Matters**

- (u) Tax Returns. All tax returns and reports of GAGO required by law to be filed have been filed and are true, complete and correct, and any taxes payable in accordance with any return filed by GAGO or in accordance with any notice of assessment or reassessment issued by any taxing authority have been so paid;
- (v) Current Taxes. Adequate provisions have been made for taxes payable for the current period for which tax returns are not yet required to be filed and there are no agreements, waivers, or other arrangements providing for an extension of time with respect to the filing of any tax return by, or payment of, any tax, governmental charge or deficiency by GAGO or its subsidiaries. There are no contingent tax liabilities or any grounds which would prompt a reassessment



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including aggressive treatment of income and expenses in filing earlier tax returns;

#### GAGO - Applicable Laws and Legal Matters

- (w) Licenses. GAGO hold all licenses and permits as may be required for carrying on the GAGO Business in the manner in which it has heretofore been carried on, which licenses and permits have been maintained and continue to be in good standing except where the failure to obtain or maintain such licenses or permits would not have an adverse effect on the GAGO Business;
- (x) Applicable Laws. GAGO has not been charged with or received notice of breach of any laws, ordinances, statutes, regulations, by-laws, orders or decrees to which they are subject or which apply to them the violation of which would have an adverse effect on the GAGO Business (greater than \$500), and to GAGO's knowledge, neither is GAGO in breach of any laws, ordinances, statutes, regulations, bylaws, orders or decrees the contravention of which would result in an adverse impact on the GAGO Business;
- (y) Pending or Threatened Litigation. There is no litigation or administrative or governmental proceeding pending or threatened against or relating to GAGO, the GAGO Business, or any of the GAGO Assets nor does GAGO have any knowledge after due investigation of any deliberate act or omission of GAGO or its subsidiaries that would form any basis for any such action or proceeding;
- (z) No Bankruptcy. GAGO has not made any voluntary assignment or proposal under applicable laws relating to insolvency and bankruptcy and no bankruptcy petition has been filed or presented against GAGO and no order has been made or a resolution passed for the winding-up, dissolution or liquidation of GAGO;
- (aa) Labour Matters. GAGO is not a party to any collective agreement relating to the GAGO Business with any labor union or other association of employees and no part of the GAGO Business has been certified as a unit appropriate for collective bargaining or, to the best knowledge of GAGO, has made any attempt in that regard.

#### Execution and Performance of Agreement

- (bb) Authorization and Enforceability. The completion of the transactions contemplated hereby, have been duly and validly authorized by all necessary corporate action on the part of GAGO;
- (cc) No Violation or Breach. The execution and performance of this Agreement will not:
  - (i) violate the charter documents of GAGO or result in any breach of, or default under, any loan agreement, mortgage, deed of trust, or any other agreement to which GAGO is a party,
  - (ii) give any person any right to terminate or cancel any agreement including, without limitation, the GAGO Material Contracts, or any right or rights enjoyed by GAGO;
  - (iii) result in any alteration of GAGO's obligations under any agreement to which GAGO or its subsidiaries are party including, without limitation,



the GAGO Material Contracts,

- (iv) result in the creation or imposition of any lien, encumbrance or restriction of any nature whatsoever in favor of a third party upon or against the GAGO Assets,
- (v) result in the imposition of any tax liability to GAGO relating to the GAGO Assets, or
- (vi) violate any court order or decree to which either GAGO is subject;

**GAGO Assets - Ownership and Condition**

- (dd) Business Assets. The GAGO Assets comprise all of the property and assets of the GAGO Business, and no other person, firm or corporation owns any assets used by GAGO in operating the GAGO Business, whether under a lease, rental agreement or other arrangement;
- (ee) Title. GAGO is the legal and beneficial owner of the GAGO Assets, free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances or other claims whatsoever;
- (ff) No Option. No person, firm or corporation has any agreement or option or a right capable of becoming an agreement for the purchase of any of the GAGO Assets;
- (gg) GAGO Insurance Policies. GAGO does not maintain public liability insurance nor insurance against loss or damage to the GAGO Assets and the GAGO Business;
- (hh) No Default. There has not been any default in any obligation of GAGO or any other party to be performed under any of the GAGO Material Contracts, each of which is in good standing and in full force and effect and unamended, and GAGO is not aware of any default in the obligations of any other party to any of the GAGO Material Contracts;
- (ii) No Compensation on Termination. There are no agreements, commitments or understandings relating to severance pay or separation allowances on termination of employment of any employee of GAGO. Neither GAGO nor its subsidiaries are obliged to pay benefits or share profits with any employee after termination of employment except as required by law;

**GAGO Assets - GAGO Equipment**

- (jj) GAGO Equipment. The GAGO Equipment has been maintained in a manner consistent with that of a reasonably prudent owner and such equipment is in good working condition;

**GAGO Assets - GAGO Goodwill and Other Assets**

- (kk) GAGO Goodwill. GAGO does not carry on the GAGO Business under any other business or trade names. GAGO does not have any knowledge of any infringement by GAGO of any patent, trademarks, copyright or trade secret;

**GAGO Business**

- (ll) Maintenance of Business. Since the date of the GAGO Financial Statements,



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GAGO have not entered into any agreement or commitment except in the ordinary course and except as disclosed herein;

- (mm) Subsidiaries. GAGO does not own any subsidiaries and does not otherwise own, directly or indirectly, any shares or interest in any other corporation, partnership, joint venture or firm; and

#### GAGO - Shares

- (nn) Shares. The Shares when delivered to the Buyer shall be validly issued and outstanding as fully paid and non-assessable shares and the Shares shall be transferable upon the books of GAGO, in all cases subject to the provisions and restrictions of all applicable securities laws.

3.2 Survival. The representations and warranties herein will be true at and as of the date hereof in all material respects. Notwithstanding the completion of the transactions contemplated hereby, the waiver of any condition contained herein (unless such waiver expressly releases a party from any such representation or warranty) or any investigation made by the Buyer, the representations and warranties made herein shall survive the Closing and be effective for a period of twelve months (12) months from the date hereof.

3.3 Indemnity. The Shareholder agrees to indemnify and save harmless the Buyer from and against any and all claims, demands, actions, suits, proceedings, assessments, judgments, damages, costs, losses and expenses, including any payment made in good faith in settlement of any claim (subject to the right of the Shareholders to defend any such claim), resulting from the breach by him or GAGO of any representation or warranty made under this Agreement or from any misrepresentation in or omission from any certificate or other instrument furnished or to be furnished by GAGO to the Buyer hereunder.

#### ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF THE BUYER

4.1 Representations and Warranties. The Buyer makes the representations and warranties set forth below and intend and acknowledge that GAGO and the Shareholder will rely thereon in entering into this Agreement and in approving and completing the transactions contemplated hereby. Any schedules described in or contemplated by such representations and warranties shall be prepared both as of the date of this Agreement and as of the date of the Closing.

- (a) Power and Capacity. The Buyer has the power, authority and capacity to enter into this Agreement and to consummate the transactions contemplated hereby. This Agreement constitutes the Buyer's valid, legal and binding obligation and is enforceable against it in accordance with its terms, subject, however, as to enforcement, to bankruptcy, insolvency, fraudulent transfer, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general principles of equity, regardless of whether such enforceability is considered in equity or at law;
- (b) No Conflict. Neither the execution and delivery of this Agreement by the Buyer, nor compliance with any of the provisions hereof, nor the consummation of the transactions contemplated hereby, will: (a) result in a default, or give rise to any right of termination, cancellation or acceleration, under any term, condition or provision of any contract or other instrument or obligation to which the Buyer is a party or by which its assets may be bound; or (b) violate any order, writ, injunction or decree applicable to the Buyer, or any of its properties or assets.



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- (c) Legal Proceedings, Etc. There is no legal, equitable, administrative or arbitration action, suit, proceeding or known investigation pending or threatened against or affecting the Buyer. There is no judgment, decree, injunction, rule or order of any court, governmental department, commission, agency, instrumentality or arbitrator outstanding against either party constituting the Buyer and there is no basis for any action, suit, proceeding or investigation against Buyer.

4.2 Survival. The representations and warranties of the Buyer contained herein will be true at and as of Closing in all material respects as though such representations and warranties were made as of such time. Notwithstanding the completion of the transactions contemplated hereby, the waiver of any condition contained herein (unless such waiver expressly releases a party from any such representation or warranty) or any investigation made by the Sellers, the representations and warranties of the Buyer made herein shall survive the Closing and be effective for a period of twelve (12) months from the date hereof.

#### ARTICLE 5 FURTHER COVENANTS

5.1 Legend. The Buyer agrees to the imprinting of the following legend on any certificates representing the Shares:

"THESE SECURITIES HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS. THESE SECURITIES ARE "RESTRICTED SECURITIES" WITHIN THE MEANING OF RULE 144(3) OF THE SECURITIES ACT AND MAY NOT BE RESOLD PUBLICLY UNDER RULE 144 UNTIL CERTAIN HOLDING PERIOD REQUIREMENTS ARE MET."

5.2 Expenses of the Parties. Except as otherwise expressly provided in this Agreement, all expenses incurred by GAGO and the Shareholders in the preparation, negotiation, authorization and consummation of this Agreement and the transactions contemplated hereby, including all fees and expenses of agents, representatives, counsel and accountants, shall be borne solely by the Shareholders, and neither the Buyer nor GAGO shall have any responsibility with respect thereto.

5.3 Further Assurances. Each party shall cooperate with the other, take such further action and execute and deliver such further documents as may be reasonably requested by any other party in order to carry out the terms and purposes of this Agreement.

#### ARTICLE 6 CONDITIONS PRECEDENT AND SUBSEQUENT



6.1 **Conditions in favor of GAGO and the Shareholder.** The obligations of GAGO and the Shareholder to carry out the transactions contemplated hereby are subject to the fulfillment of each of the following conditions which may be fulfilled either prior to or before the Closing or within a reasonable time following the Closing at Shareholder's expense:

- (a) GAGO and the shareholder will take all steps necessary to increase the Authorized Shares of GAGO to Two Hundred Fifty Million (250,000,000) shares;
- (b) GAGO and the shareholder will take all steps necessary to change GAGO's corporate name to Florida Micro, Inc.;
- (c) GAGO and the shareholder will change the incorporation of GAGO to be duly incorporated and validly subsisting under the laws of the State of Nevada;
- (d) GAGO and the shareholder will take all steps necessary to initiate a reverse stock split in the amount of 100 to 1, whereby each stockholder receiving less than 150 shares will be rounded up to 150 shares of GAGO common stock;
- (e) GAGO and the shareholder will obtain a legal opinion that GAGO, in its entire existence, has never been a "shell" as defined in Rule 144(i);
- (f) GAGO and the shareholder will obtain an affidavit from the current board that GAGO, in its entire existence, has never been a "shell" as defined in Rule 144(i);
- (g) GAGO and the shareholder will obtain a current shareholder list from the transfer agent as well as a current "NOBO" list;
- (h) GAGO and the shareholder will file an update with OTC Markets, Inc. f/k/a Pink Sheets reflecting current public information as of 12/31/2010;
- (i) a certified copy of a resolution of the directors of GAGO dated prior to the date hereof approving the Merger and acquisition of the Company and issuing Thirty Five Million (35,000,000) shares of GAGO common stock, post reverse split, to the Members of the Company in accordance with Section 2;
- (j) all documents or copies of documents required to be executed and delivered to GAGO hereunder will have been so executed and delivered;
- (k) all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Buyer at or prior to the Closing will have been complied with or performed; and
- (l) GAGO hereby covenants and assures that any current financial liabilities, including but not limited to the State of New Jersey for back taxes, the Transfer Agent and any other vendors or monies owed shall be immediately paid from funds deriving from the settlement of this transaction.

6.2 **Waiver by GAGO and the Shareholder.** The conditions precedent set out in the preceding section are inserted for the exclusive benefit of GAGO and the Shareholder and any such condition may be waived in whole or in part by GAGO or the Shareholder at or prior to Closing by delivering to the Buyer a written waiver to that effect signed by GAGO or the Shareholder, as the case may be. In the event that the conditions precedent set out in the



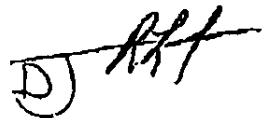
preceding section are not satisfied on or before the Closing, the Shareholder shall be released from all obligations under this Agreement.

**6.3 Conditions in Favor of the Buyer.** The obligation of the Buyer to carry out the transactions contemplated hereby is subject to the fulfillment of each of the following conditions precedent on or before the Closing:

- (a) all documents or copies of documents required to be executed and delivered to the GAGO or the Shareholder hereunder will have been so executed and delivered;
- (b) Buyer will wire Purchase Price to the Escrow Agent;
- (c) all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Shareholder or GAGO at or prior to the Closing will have been complied with or performed;
- (d) GAGO will have delivered the Shares, duly and validly issued, to the Buyer at the Closing;
- (e) title to the Shares will be free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances or other claims whatsoever; and
- (h) the completion of the transfer of all assets and liabilities of GAGO on or prior to the Closing will have been completed to the satisfaction of the Buyer, which transfer shall be reflected in the schedules provided to the Buyer as of the date of the Closing.

**6.4 Waiver by the Buyer.** The conditions precedent set out in the preceding section are inserted for the exclusive benefit of the Buyer and any such condition may be waived in whole or in part by the Buyer at or prior to the Closing by delivering to GAGO and Shareholder a written waiver to that effect signed by the Buyer. In the event that the conditions precedent set out in the preceding section are not satisfied on or before the Closing the Buyer shall be released from all obligations under this Agreement.

**6.5 Confidentiality.** Notwithstanding any provision herein to the contrary, the parties hereto agree that the existence and terms of this Agreement are confidential and that if this Agreement is terminated pursuant to the preceding section the parties agree to return to one another any and all financial, technical and business documents delivered to the other party or parties in connection with the negotiation and execution of this Agreement and shall keep the terms of this Agreement and all information and documents received from the other party and the contents thereof confidential and not utilize nor reveal or release same, provided, however, that, if necessary, GAGO will issue news releases regarding the execution and consummation of this Agreement and file a Current Report on Form 8-K with the Securities and Exchange Commission respecting the proposed transaction contemplated hereby together with such other documents as are required to maintain GAGO's status as being current in all of its filings with the Securities and Exchange Commission.



**ARTICLE 7  
CLOSING**

**7.1 Closing.** The sale of the Shares and the other transactions contemplated by this Agreement will be closed at the Place of Closing in accordance with the closing procedure set out in this Article or such other location mutually agreed upon by the Parties, on or before February 8, 2011, unless otherwise mutually agreed upon by the Parties (the "Closing Date").

**7.2 Closing Deliveries of the Buyer.** On or before the Closing, the Buyer will deliver or cause to be delivered to the Shareholder:

- (a) this Agreement, duly executed by the Buyer;
- (b) the Purchase Price;
- (c) all reasonable consents or approvals required to be obtained by the Buyer for the purposes of completing the transaction contemplated herein and preserving and maintaining the interests of the Buyer; and
- (d) such other documents as GAGO may reasonably require to give effect to the terms and intention of this Agreement.

**7.3 Closing Deliveries of the Shareholder.** On or before the Closing, GAGO and the Shareholder shall deliver or cause to be delivered to the Buyer:

- (a) this Agreement, duly executed by the Shareholder;
- (b) share certificates representing the Shares;
- (c) resignations of all of the officers of GAGO as of the date hereof which resignation is notarized;
- (d) updated schedules of GAGO and the Shareholder, dated as of the date of the Closing;
- (e) a certified copy of a resolution of the directors of GAGO dated as of the date hereof appointing the nominees of the Buyer as officers of the Surviving Corporation;
- (f) a resolution of the directors of GAGO appointing the nominee of the Buyer listed below in Article 9 to the board of directors of GAGO which appointment is notarized;
- (g) undated resignation of Rodger Fidler as a director of GAGO, which resignation is notarized;
- (h) resignations of all directors as of the date thereof which resignation is notarized;
- (i) all reasonable consents or approvals required to be obtained by the Buyer for the purposes of completing the transaction contemplated herein and preserving and maintaining the interests of the Buyer; and,
- (j) such other documents as the Buyer may reasonably require to give effect to the terms and intention of this Agreement.



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**ARTICLE 8  
POST-CLOSING MATTERS**

Forthwith after the Closing, the Buyer and the Shareholder agree to use all their best efforts to:

- (a) GAGO and the shareholder will file an update with OTC Markets, Inc. f/k/a Pink Sheets reflecting current public information as of 12/31/2010;
- (b) file a Form 8-K with the Securities and Exchange Commission disclosing the terms of this Agreement; and
- (c) take such steps as are required to change the name of GAGO to as Buyer may determine.

**ARTICLE 9  
GENERAL PROVISIONS**

9.1 **Notice.** Any notice required or permitted to be given by any party will be deemed to be given when in writing and delivered to the address for notice of the intended recipient by personal delivery, prepaid single certified or registered mail, or telecopier. Any notice delivered by mail shall be deemed to have been received on the fourth business day after and excluding the date of mailing, except in the event of a disruption in regular postal service in which event such notice shall be deemed to be delivered on the actual date of receipt. Any notice delivered personally or by telecopier shall be deemed to have been received on the actual date of delivery.

9.2 **Addresses for Service.** The address for service of notice of each of the parties hereto is as follows:

- (a) the Shareholder:  
Global Agri Med Technologies, Inc.  
400 Grove Street  
Glen Rock, NJ 07452
- (b) the Buyer:  
Daniel Jacobs  
Florida Micro, Inc.  
2500 N Military Trail, Suite 210  
Boca Raton, FL 33431  
Tel: (800) 326-7909  
Fax: (561) 892-0604

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**9.3 Change of Address.** Any party may, by notice to the other parties change its address for notice to some other address in North America and will so change its address for notice whenever the existing address or notice ceases to be adequate for delivery by hand. A post office box may not be used as an address for service.

**9.4 Amendment.** This Agreement may be amended only by a writing executed by each of the parties hereto.

**9.5 Entire Agreement.** The provisions contained herein constitute the entire agreement among the Buyer and the Sellers respecting the subject matter hereof and supersede all previous communications, representations and agreements, whether verbal or written, among the Buyer and the Sellers with respect to the subject matter hereof.

**9.6 Enurement.** This Agreement will enure to the benefit of and are binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

**9.7 Assignment.** This Agreement is not assignable without the prior written consent of the parties hereto.

**9.8 Counterparts.** This Agreement may be executed in counterparts, each of which when executed by any party will be deemed to be an original and all of which counterparts will together constitute one and the same Agreement. Delivery of executed copies of this Agreement by telecopier will constitute proper delivery, provided that originally executed counterparts are delivered to the parties within a reasonable time thereafter.

**9.9 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed entirely within such State. The parties agree to be subject to the exclusive jurisdiction and venue of the state and federal courts located in New York County, New York.

9.10 Rider. See attached Rider superseding certain provisions of this Agreement.

[Remainder of page intentionally left blank.]

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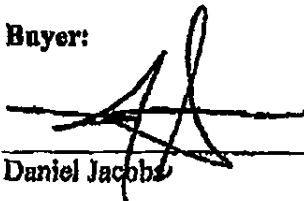
IN WITNESS WHEREOF the parties have executed this Agreement effective as of the day and year first above written.

Shareholder:



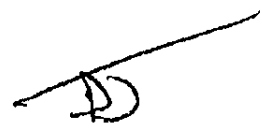
Roger Fidler, Director & as representative of  
Selling Shareholders

Buyer:



Daniel Jacobs

2/11/11





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Exhibit A  
Disclosures

Name of Shareholder

Number of Shares

Percent of Outstanding

20

## RIDER TO STOCK PURCHASE AGREEMENT AND PLAN OF MERGER

This Rider to the Stock Purchase Agreement and Plan of Merger ("Agreement") dated as of February 1, 2011, by and Between Roger Fidler ("Fidler"), Daniel Jacobs ("Jacobs") and Florida Micro, L.L.C. ("FM"), supersedes any and all terms, conditions, covenants, representations and warranties contained in said Agreement.

1. Fred DaSilva, President of Quad Energy Corp., has threatened to commence litigation against Fidler and Global Argi-Med Technologies, Inc. ("GAGO") on a consistent basis since he was informed that the Note between Fidler and Quad with DaSilva as Guarantor was declared in default and the control block being conveyed as part of the Agreement was seized by Fidler. This alters at least Sections 3.1.b and 3.1(y). Per section 3.3 Fidler indemnifies Jacobs and FM against any such claims by DaSilva except that Fidler reserves the right to defend the matter if such need arises through counsel of Fidler's choice.

2. With respect to Sections 3.1.d, GAGO is suspended until it pays back taxes owed to the State of New Jersey. Fidler has commenced the process of getting the bill updated to bring GAGO current but this section is not accurate as written. Again this responsibility is assumed by Fidler and pursuant to Section 3.3 FM and Jacobs are indemnified from this responsibility.

3. With respect to Section 3.1.v, the "current" portion of the taxes, any taxes, that come due on or after February 1, 2011 are payable by GAGO under its new management and Fidler is neither paying nor indemnifying those payments.

4. Section 3.1 is in error, GAGO has a subsidiary, Quad Energy Corp.

5. Section 6.2 and 6.4 are currently in default since the Agreement is being executed as a final document and not in escrow. Hence any presently existing defaults that would cause the automatic release of the parties are waived by all parties until a reasonable opportunity has been given to cure such defaults.

6. Section 8(b) asserts that the parties will use their best efforts to file a Form 8-K. Although noted elsewhere in the Agreement that GAGO is a non-reporting company, this section suggests we cooperate in filing a document with the Securities and Exchange Commission under the Securities Exchange Act of 1934 for no apparent reason. While Fidler does not object to this, the rationale for the filing seems obscure.

7. The parties agree that as soon as practicable after the closing and subsequent filing of the required merger documents with the States of New Jersey, Florida and Nevada, the present assets of GAGO prior to the transactions, i.e. Quad Energy Corp. and the breast cancer detection business will be conveyed to Fidler in exchange for forgiveness of \$5,000 in debt and Fidler's execution of the Agreement.