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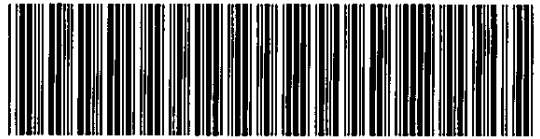
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08 JAN 10 AM 9:17
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Cell Quest, Inc.
(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

C. Thomas Toppin, Esq.
(Contact Person)

C. Thomas Toppin and Associates, P.C.
(Firm/Company)

322 North Old Woodward Ave.
(Address)

Birmingham, Michigan 48009
(City/State and Zip Code)

For further information concerning this matter, please call:

C. Thomas Toppin At (248) 647-0930
(Name of Contact Person) (Area Code & Daytime Telephone Number)

☒ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

ARTICLES OF MERGER
(Profit Corporations)

FILED
08 JAN 10 AM 9:17
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following articles of merger are submitted in accordance with the Florida Business Corporation Act pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Cell Quest, Inc.	Florida	P01000065441

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Active Liquid Minerals Corp.	California	C3012874

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR / / (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on October 20, 2007.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on October 20, 2007.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

Name of Corporation

CHL
577.

Gerry Norton, President

Cell Quest, Inc.

Active Liquid Minerals Corp.

Tony Farmer, President

MERGER AGREEMENT

This Merger Agreement ("Agreement") entered into as of **November 15, 2007**, by and between **CELL QUEST, INC.**, a Florida Corporation ("Surviving Corporation"), and **ACTIVE LIQUID MINERALS, INC.**, a California Corporation ("Merging Corporation. and **TONY FARMER** ("Farmer").

RECITALS

A. Merging Corporation is a corporation duly organized and existing under the laws of the State of California, and having an authorized capital stock consisting of one million shares, of which all of the one million issued and outstanding shares have been issued to Farmer. Merging Corporation is the successor in interest to Active **Liquid Minerals, L.L.C.**, a California Limited Liability Company. Merging Corporation is engaged in the business of producing, testing and selling nutraceuticals.

B Surviving Corporation is a corporation duly organized and existing under the laws of the State of Florida, and having an authorized capital stock consisting of fifty million shares, of which 5,315,000 shares have been issued. Surviving Corporation is engaged in the business of producing, selling and distributing dietary supplements.

C. The Boards of Directors of the Merging Corporation and the Surviving Corporation deem it desirable and in the best interests of such corporations and their respective shareholders that the Merging Corporation be merged with and into the Surviving Corporation.

This Agreement contemplates a tax-free merger of Merging Corporation with and into Surviving Corporation in a reorganization pursuant to Internal Revenue Code Section 368(a)(1)(A). Farmer will receive Surviving Corporation stock in exchange for his Merging Corporation stock. The parties expect that the merger will further certain of their business objectives (including, without limitation, a continuing of the testing and selling of nutraceuticals.

Now, therefore, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties agree as follows:

1. Basic Transaction.

(a) The Merger. A plan of reorganization by merger of the Merging Corporation with and into the Surviving Corporation, pursuant to the provisions of the Florida general corporation law and the general corporation law of the State of California and Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended (the

"Code") is adopted as follows:

(i) Merging Corporation shall be merged with and into Surviving Corporation to exist and be governed by the laws of the State of Florida.

(ii) The name of the Surviving Corporation shall continue to be Cell Quest, Inc.

(iii) The separate existence of the Merging Corporation shall cease and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of the Merging Corporation, and shall be subject to all of the debts and liabilities of the Merging Corporation in the manner as if the Surviving Corporation had itself incurred them including, without hesitation, the obligations of the Merging Corporation as set forth on Exhibit "B" attached hereto ("Assumed Liabilities")

(iv) The Surviving Corporation will carry on business with the assets of the Merging Corporation, as well as with the assets of the Surviving Corporation.

(v) Farmer, as the Shareholder of the Merging Corporation, will surrender all of his shares in the manner hereinafter set forth.

(b) The Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of Surviving Corporation, in Tampa, Florida, commencing at 9:00 a.m. local time on November 15, 2007, or such other date as the parties may mutually determine (the "Closing Date"); provided however, that the Closing Date shall be no later than November 16, 2007.

(c) Actions at the Closing. At the Closing, (i) Merging Corporation will deliver to Surviving Corporation the various certificates, instruments and documents referred to in Section 5(a) below, (ii) Surviving Corporation will deliver to Merging Corporation the various certificates, instruments and documents referred to in Section 5(b) below, (iii) Surviving Corporation and Merging Corporation will file with the Secretary of State of the State of Florida and the Secretary of State of the State of California, a Certificate of Merger and Officer's Certificates in the form attached hereto as Exhibit "B" (the "Certificate of Merger"), and (iv) Surviving Corporation will deliver to Farmer, in the manner provided below, the certificate evidencing the Surviving Corporation Shares issued in the Merger.

(d) Effect of Merger.

(i) General. The Merger shall become effective at the time (the "Effective Time") Surviving Corporation and Merging Corporation file the Certificate of Merger with the Secretary of State of the State of Florida. The Merger shall have the effect set forth in the Florida General Corporation Law and the General Corporation Laws of the State of California. The Surviving Corporation may, at any time after the Effective Time, take any action (including executing and delivering any document) in the

name, and on behalf of either Surviving Corporation or Merging Corporation in order to carry out and effectuate the transactions contemplated by this Agreement.

(ii) Certificate of Incorporation. The Certificate of Incorporation of Surviving Corporation in effect at and as of the Effective Time in the form attached hereto as Exhibit "C", will remain the Certificate of Incorporation of Surviving Corporation without any modification or amendment in the Merger.

(iii) Bylaws. The Bylaws of Surviving Corporation in effect at and as of the Effective Time in the form attached hereto as Exhibit "B" will remain the Bylaws of Surviving Corporation without any modification or amendment in the Merger.

(iv) Directors and Officers. The directors and Officers of Surviving Corporation in office at and as of the Effective Time will remain the Directors and Officers of Surviving Corporation (retaining their respective positions and terms of office). Provided, however, Farmer shall be elected as a Director and Officer of the Surviving Corporation, as of the Effective Time.

(v) Conversion of Merging Corporation Shares. At and as of the Effective Time, (a) each Share of Capital Stock of Merging Corporation issued and outstanding shall be changed and converted into 1,772,000 shares of the authorized but unissued capital stock of the Surviving Corporation (the ratio of 1.772 Surviving Corporation Shares to one Merging Corporation Share is referred to herein as the "Conversion Ratio") which shares shall thereupon be issued and outstanding, and (b) Farmer's Shares in Merging Corporation shall be cancelled; provided, however, that the Conversion Ratio shall be subject to equitable adjustment in the event of any stock split, stock dividend, reverse stock split, or other change in the number of Surviving Corporation shares outstanding. No Merging Corporation share shall be deemed to be outstanding or to have any rights other than those set forth in this Section 2(d)(v) after the Effective Time.

(vi) Surviving Corporation Shares. Each Surviving Corporation Share issued and outstanding at and as of the Effective Time will remain issued and outstanding.

(e) Conversion Procedure.

(i) Immediately after the Effective Time, (a) Surviving Corporation will furnish to Farmer a stock certificate (issued in the name of Farmer, or his nominee, representing that number of Surviving Corporation Shares equal to the product of (i) the Conversion Ratio times (ii) the number of outstanding Merging Corporation Shares, and Farmer shall surrender the certificates that represented his Merging Corporation Shares in exchange for a certificate representing the number of Surviving Corporation Shares to

which he is entitled. Each of the Shares of the Surviving Corporation to be issued to Farmer will be validly issued, fully paid and non-assessable voting capital stock, of the Surviving Corporation and, immediately following such issuance, Farmer will own not less than twenty-five percent (25%) of the issued and outstanding capital stock of the Surviving Corporation.

(ii) Surviving Corporation will not pay any dividend or make any distribution on Surviving Corporation Shares (with a record date at or after the Effective Time) to Farmer, until he surrenders for exchange his certificates that represented Merging Corporation Shares.

(f) Closing of Transfer Records. After the close of business on the Closing Date, transfers of Merging Corporation's Shares outstanding prior to the Effective Time shall not be made on the stock transfer books of Surviving Corporation.

2. Representations and Warranties of Merging Corporation. Merging Corporation and Farmer, jointly and severally, represent and warrant to Surviving Corporation that the statements contained in this Section 2 are correct and complete as of the date of this Agreement, and will be correct and complete as of the Closing Date in all material respects (as though made then, and as though the Closing Date was substituted for the date of this Agreement), except as set forth in the Disclosure Schedules accompanying this Agreement (the "Disclosure Schedule").

(a) Organization of Merging Corporation. Merging Corporation is a Corporation duly organized, validly existing and in good standing under the laws of the State of California.

(b) Authorization of Transaction and Capitalization.

(i) Authorization of Transaction. Farmer has full power and authority to execute and deliver this Agreement, and to perform its obligations hereunder. This Agreement constitutes the valid and legally binding obligations of Farmer, enforceable in accordance with its terms and conditions.

(ii) Capitalization. There are no other stockholders of Merging Corporation, other than the Farmer, or other equity securities of the Merging Corporation, and there are no options, warrants, calls, subscriptions, rights, agreements or commitments of any character obligating Merging Corporation to issue any stock or securities convertible into or exchangeable for or evidencing the right to purchase or subscribe for any stock of Merging Corporation.

(c) Noncontravention. Neither the execution and the delivery of this

Agreement, nor the consummation of the transactions contemplated hereby (including the assignments and assumptions referred to in Section 1 above), will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any government, governmental agency, or court to which Merging Corporation is subject or any provision of the charter, Bylaws or other organizational documents of Merging Corporation, or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice under any agreement, contract, lease, license, instrument or other arrangement to which Merging Corporation is a party, or by which it is bound or to which any of its assets is subject (or result in the imposition of any Security Interest upon any of its assets). Merging Corporation does not need to give any notice to, make any filing with, or obtain any authorization, consent or approval of any government or governmental agency in order for the Parties to consummate the transactions contemplated by this Agreement (including the assignments and assumptions referred to in Section 1 above).

(d) Title to Acquired Assets. Merging Corporation either leases or holds good and marketable title to all its assets (including, without limitation, the raw material), free of liens, Security Interests and encumbrances.

(e) Predecessor and Subsidiaries. Merging Corporation has no Affiliates and no subsidiaries. ALM was its predecessor. All the business, assets and liabilities of ALM, as of July 26, 2007, were conveyed, transferred and assigned to Merging Corporation, without exception.

(f) Due Diligence Materials and Financial Statements. Merging Corporation has transmitted to Surviving Corporation due diligence materials (collectively, the "Due Diligence Materials"), including financial statements (collectively, the "Financial Statements"), the most recent of which covers the period January 1, 2006 to December 31, 2006. To the knowledge of Merging Corporation, all Due Diligence material supplied to Surviving Corporation is accurate and complete. To the knowledge of Farmer, the Financial Statements are consistent with the books and records of Merging Corporation, and present fairly the financial condition of Merging Corporation and results of operations as of the dates indicated.

(g) Events Subsequent to June 30, 2006. Since June 30, 2006, to the knowledge of the Merging Corporation, there has not been any material adverse change in the business, financial condition, operations, results of operations, or future prospects of Merging Corporation or ALM. Without limiting the generality of the foregoing, since that date:

(i) Neither Merging Corporation nor ALM have sold, leased,

transferred, or assigned any of its assets used in the Business, tangible or intangible, other than for a fair consideration in the ordinary course of business;

(ii) Neither Merging Corporation nor ALM has entered into any agreement, contract, lease or license (or series of related agreements, contracts, leases and licenses) outside the ordinary course of business;

(iii) No party (including Merging Corporation and ALM) has accelerated, terminated, modified or cancelled any material agreement, contract, lease or license (or series of related agreements, contracts, leases and licenses) to which Merging Corporation or ALM is a party, or by which they are bound;

(iv) Neither Merging Corporation nor ALM has imposed any Security Interest upon any of its Assets;

(v) Neither Merging Corporation nor ALM has made any capital expenditure (or series of related capital expenditures) either involving more than \$25,000.00, or outside the ordinary course of business;

(vi) Neither Merging Corporation nor ALM have made any capital investment in, any loan to, or acquisition of the securities or assets of, any other person (or series of related capital investments, loans and acquisitions), involving more than \$25,000.00, or outside the ordinary course of business;

(vii) There has been no change made or authorized in the applicable charter, Articles of Incorporation, Bylaws, regulations or other organizational documents of Merging Corporation;

(viii) Neither Merging Corporation nor ALM have issued, sold or otherwise disposed of any of its membership interest or stock, or granted any options, warrants or other rights to purchase or obtain (including upon conversion, exchange or exercise), any of its membership interest or stock;

(ix) Neither Merging Corporation nor ALM have experienced any damage, destruction or loss (whether or not covered by insurance) its assets used in the business other than in the ordinary course of business;

(x) Neither Merging Corporation nor ALM have entered into any employment contract or collective bargaining agreement, written or oral, or modified the terms of any such existing contract or agreement;

(xi) Neither Merging Corporation nor ALM has granted any increase

in the base compensation of any of its officers or employees outside the ordinary course of business;

(xii) Neither Merging Corporation nor ALM has made any other change in employment terms for any of its officers and employees outside the ordinary course of business;

(xiii) There has not been any other material occurrence, event, incident, action, failure to act, or transaction outside the ordinary course of business involving Merging Corporation or ALM; and

(xiv) Neither Merging Corporation nor ALM have committed to any of the foregoing.

(h) Undisclosed Liabilities. Merging Corporation has no Liabilities, and there is no basis for any present or future action, suit, proceeding, hearing, investigation, charge, complaint, claim or demand against Merging Corporation giving rise to any Liability, except those included in the Financial Statements provided with the Due Diligence Materials covering the period ended December 31, 2006, and which liabilities it assumed from ALM or otherwise incurred in the ordinary business of the Merging Corporation since that date as disclosed to Surviving Corporation.

(i) Legal Compliance. To the knowledge of Merging Corporation and Farmer, Merging Corporation has at all times complied with all applicable laws (including rules, regulations, codes, plans, injunctions, judgments, orders, decrees, rulings and charges hereunder) of federal, state, local and foreign governments (and all agencies thereof), and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand or notice has been filed or commenced against Merging Corporation or ALM alleging any failure to so comply.

(j) Tax Matters.

(i) Merging Corporation and ALM have filed all tax returns that were required to be filed. All such tax returns were correct and complete in all respects. All taxes owed by Merging Corporation and Farmer (whether or not shown on any tax return), have been paid. Neither Merging Corporation nor Farmer is currently the beneficiary of any extension of time within which to file any tax return. No claim has ever been made by an authority in a jurisdiction where Merging Corporation or Farmer does not file tax returns that it is or may be subject to taxation by that jurisdiction. There are no Security Interests on any of the assets of the Merging Corporation or Farmer that arose in connection with any failure (or alleged failure) to pay any tax. If it is determined after Closing that any taxes are due and owing by Merging Corporation or Farmer for all periods prior to Closing, Merging Corporation or Farmer shall be responsible to pay any

such taxes, including interest and penalties.

(ii) Merging Corporation and Farmer have withheld and paid all taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, or other third party.

(iii) Merging Corporation and Farmer do not expect any authority to assess any additional taxes for any period for which tax returns have been filed. There is no dispute or claim concerning any tax liability of Merging Corporation, either (A) claimed or raised by any authority in writing, or (B) as to which Merging Corporation or Farmer have knowledge based upon personal contact with any agent of such authority.

(iv) Merging Corporation or Farmer have not waived any statute of limitations in respect of taxes, or agreed to any extension of time with respect to a tax assessment or deficiency.

(k) Intellectual Property.

(i) Merging Corporation has full and complete title to all its Intellectual Property. This Intellectual Property is necessary or desirable for the operation of the business of Merging Corporation as presently conducted. Each item of Intellectual Property owned by Merging Corporation immediately prior to the Closing hereunder will be owned by Surviving Corporation on identical terms and conditions immediately subsequent to the Closing hereunder. Merging Corporation has taken all necessary and desirable action to maintain and protect each item of Intellectual Property that it owns. Merging Corporation has not granted any licenses or sublicense of any rights under or with respect to any Intellectual Property.

(ii) Merging Corporation or ALM have not interfered with, infringed upon or otherwise come into conflict with any Intellectual Property rights of third parties, and Merging Corporation has never received any charge, complaint, claim, demand or notice alleging any such interference, infringement, misappropriation or violation (including any claim that Merging Corporation or ALM must license or refrain from using any Intellectual Property rights of any third party). No third party has interfered with, infringed upon, misappropriated, or otherwise come into conflict with any Intellectual Property rights of Merging Corporation or ALM.

(iii) Section 2(k)(iii) of the Disclosure Schedule identifies each registration which has been issued to Merging Corporation and ALM with respect to any of their Intellectual Property, identifies each application for registration which Merging Corporation or ALM have made with respect to any of their Intellectual Property, and identifies each license, agreement, or other permission which Merging Corporation or ALM have granted to any third party with respect to any of their Intellectual Property

(together with any exceptions). Merging Corporation has made available to Surviving Corporation correct and complete copies of all written documentation evidencing ownership and prosecution (if applicable) of each such item. Section 2(k)(iii) of the Disclosure Schedule also identifies each trade name or unregistered trademark used by Merging Corporation and ALM in connection with any of their business.

(l) Acquired Assets. Merging Corporation owns or leases all its Assets. A listing of each such Asset and the net book value (if capitalized), or the balance owed (if leased), or the amount expensed (if written off) thereof is set forth in Section 2(l) of the Disclosure Schedule. All assets are owned outright by Merging Corporation, unless disclosed as a leased item on the Disclosure Schedule. Each such Asset has been maintained in accordance with normal industry practice, is in proper operating condition and repair (subject to normal wear and tear), and is suitable for the purposes for which it presently is used.

(m) Contracts. Section 2(m) of the Disclosure Schedule appends the following contracts and other agreements to which Merging Corporation or ALM are a party:

(i) any agreement (or group of related agreements) for the lease of personal property to or from any person;

(ii) any agreement (or group of related agreements) under which Merging Corporation or ALM have created, incurred, assumed or guaranteed any indebtedness for borrowed money, or any capitalized lease obligation, or under which either have imposed a Security Interest on any of their Acquired Assets, tangible or intangible;

(iii) any agreement concerning confidentiality or non competition;

(iv) any profit sharing, stock option, stock purchase, buy-sell or shareholders, stock appreciation, deferred or incentive compensation, severance, or other material plan or arrangement for the benefit of its current or former employees or shareholders;

Merging Corporation has appended to Disclosure Schedule 2(m) a correct and complete copy of each such written agreement. With respect to each written agreement: (A) the agreement is legal, valid, binding and enforceable, and in full force and effect; (B) the agreement will continue to be legal, valid, binding, enforceable, and in full force and effect on identical terms following the consummation of the transactions contemplated hereby; (C) no party is in breach or default, and no event has occurred which with notice or lapse of time would constitute a breach or default, or permit termination, modification, or acceleration, under the agreement; and (D) no party has

repudiated any provision of the agreement.

(n) Powers of Attorney. With the exception of powers granted to Econocaribe as customs brokers for the specific and limited purpose of raw material imports, there are no outstanding Powers of Attorney executed on behalf of Merging Corporation.

(o) Litigation. Neither Merging Corporation nor ALM are subject to any outstanding injunction, judgment, order, decree, ruling or charge, nor are they a party, or are threatened to be made a party to any action, suit, proceeding, hearing or investigation of, in or before any court or quasi-judicial or administrative agency of any federal, state, local or foreign jurisdiction, or before any arbitrator.

(p) Product Warranty. To the knowledge of Merging Corporation and Farmer, all products manufactured, sold, leased or delivered by Merging Corporation and ALM have been in conformity with all applicable contractual commitments, the Food and Drug Administration requirements and standards, and all express and implied warranties, and neither Merging Corporation nor ALM have any liability (and there is no basis for any present or future action, suit, proceeding, hearing, investigation, charge, complaint, claim or demand against Merging Corporation or ALM giving rise to any liability) for replacement thereof or other damage in connection therewith. No product manufactured, sold, delivered by Merging Corporation or ALM is subject to any guaranty, warranty or other indemnity beyond the applicable standard terms and conditions of sale.

(q) Employees. All of Merging Corporation's employees are employees at will, and if such employees are hired by Surviving Corporation, their compensation and benefits can be terminated at any time, with or without cause, without liability on the part of the Surviving Corporation.

(r) Guaranties. Merging Corporation is not a guarantor or otherwise liable for any liability or obligation (including indebtedness) of any other person.

(s) Disclosure. The representations and warranties contained in this Section 2 do not contain any untrue statement of a material fact, or omit to state any material fact necessary in order to make the statements and information contained in this Section 2 not misleading in any material respect.

3. Representations and Warranties of Farmer. Farmer represents and warrants to Surviving Corporation that the statements contained in this Section 3 are correct and complete as of the date of this Agreement in all material respects, and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this Section 3) in all material respect with respect to himself.

(a) Authorization of Transaction. Farmer has full power and authority to execute and deliver this Agreement on behalf of Merging Corporation, and to perform his obligations hereunder. This Agreement constitutes the valid and legally binding obligation of Farmer, as it applies to him, enforceable in accordance with its terms and conditions.

(b) Noncontravention. Neither the execution and the delivery of this Agreement by Farmer, nor the performance by Farmer of his obligations hereunder, will (i) to the knowledge of Farmer, violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, stipulation, ruling, charge or other restriction of any government, governmental agency, or court to which Farmer is subject, or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice under any agreement, contract, lease, license, instrument or other arrangement to which Farmer is a party, or by which he is bound or to which any of his assets are subject.

(c) No other Businesses. Farmer has no ownership interest or any other involvement whatever, directly or indirectly, individually or as employee, agent, independent contractor, consultant or otherwise in or with any business or enterprise which is engaged in the same or similar businesses of Merging Corporation.

4. Representations and Warranties of Surviving Corporation. Surviving Corporation represents and warrants to Merging Corporation and to Farmer that the statements contained in this Section 4 are correct and complete as of the date of this Agreement, and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this Section 4, except as set forth in the Disclosure Schedules accompanying this Agreement (the "Cell Quest Disclosure Schedule").

(a) Organization of Surviving Corporation. Surviving Corporation is a Corporation duly organized, validly existing and in good standing under the laws of the State of Florida.

(b) Authorization of Transaction. Surviving Corporation has full power and authority (including full corporate power and authority) to execute and deliver this Agreement, and to perform its obligations hereunder. This Agreement constitutes the valid and legally binding obligation of Surviving Corporation, enforceable in accordance with its terms and conditions.

(c) Noncontravention. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby (including the assignments and assumptions referred to in Section 1 above), will (i) to the knowledge of

Surviving Corporation, violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any government, governmental agency, or court to which Surviving Corporation is subject, or any provisions of its charter or bylaws, or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which Surviving Corporation is a party, or by which it is bound, or to which any of its assets is subject. Surviving Corporation does not need to give any notice to, make any filings with, or obtain any authorization, consent or approval of any government or governmental agency in order for the Parties to consummate the transactions contemplated by this Agreement (including the assignments and assumptions referred to in Section 1 above).

(d) Capitalization. There are no Stockholders of Surviving Corporation other than those set forth on Exhibit "A" attached hereto who hold the number of Shares of Surviving Corporation as disclosed therein, or other equity securities of the Surviving Corporation, and there are no options, warrants, calls, subscriptions, rights, agreements, or commitments of any character obligating Surviving Corporation **to purchase or have the right or option to purchase, any of its stock, or to issue any stock or securities convertible into or exchangeable for or evidencing the right to purchase or subscribe for any stock of Surviving Corporation. To the best knowledge of Surviving Corporation, no Stockholders of Surviving Corporation are parties to any agreement which provides for the purchase and/or sale of its Capital Stock.**

(e) Title to Acquired Assets. Surviving Corporation either leases or holds good and marketable title to all its assets (including, without limitation, the raw material), free of liens, Security Interests and encumbrances.

(f) Predecessor and Subsidiaries. Surviving Corporation has no affiliates and no subsidiaries.

(g) Financial Statements. Surviving Corporation has transmitted to Merging Corporation and Farmer financial statements (the "Cell Quest Financial Statements"), the most recent of which covers **periods January 1, 2006 to December 31, 2006 and January 1, 2007 to March 31, 2007**. To the knowledge of Surviving Corporation, all the financial statements supplied to Merging Corporation or Farmer **are** accurate and complete. To the knowledge of the Surviving Corporation, the Cell Quest Financial Statements are consistent with the books and records of Surviving Corporation, and present fairly the financial condition of Surviving Corporation and results of operations as of the dates indicated.

(h) Events Subsequent to June 30, 2006. Since June 30, 2006, to the knowledge of the Surviving Corporation, there has not been any material adverse change

in the business, financial condition, operations, results of operations, or future prospects of Surviving Corporation. Without limiting the generality of the foregoing, since that date:

(i) Surviving Corporation has not sold, leased, transferred, or assigned any of its assets used in its Business, tangible or intangible, other than for a fair consideration in the ordinary course of business;

(ii) Surviving Corporation has not entered into any agreement, contract, lease or license (or series of related agreements, contracts, leases and licenses) outside the ordinary course of business;

(iii) No party (including Surviving Corporation) has accelerated, terminated, modified or cancelled any material agreement, contract, lease or license (or series of related agreements, contracts, leases and licenses) to which Surviving Corporation is a party, or by which it is bound;

(iv) Surviving Corporation has not imposed any Security Interest upon any of its assets;

(v) Surviving Corporation has not made any capital expenditure (or series of related capital expenditures) either involving more than \$25,000.00, or outside the ordinary course of business;

(vi) Surviving Corporation has not made any capital investment in, any loan to, or acquisition of the securities or assets of, any other person (or series of related capital investments, loans and acquisitions), involving more than \$25,000.00, or outside the ordinary course of business;

(vii) There has been no change made or authorized in the applicable charter, Certificate of Incorporation, Bylaws, regulations or other organizational documents of Surviving Corporation;

(viii) Surviving Corporation has not issued, sold or otherwise disposed of any of its stock, or granted any options, warrants or other rights to purchase or obtain (including upon conversion, exchange or exercise), any of its stock or has entered into any agreement for the purchase or redemption of its stock;

(ix) Surviving Corporation has not experienced any damage, destruction or loss (whether or not covered by insurance) its assets used in the business other than in the ordinary course of business;

(x) Surviving Corporation has not entered into any employment

contract or collective bargaining agreement, written or oral, or modified the terms of any such existing contract or agreement, outside the ordinary course of business;

(xi) Surviving Corporation has not granted any increase in the base compensation of any of its officers or employees outside the ordinary course of business;

(xii) Surviving Corporation has not made any other change in employment terms for any of its officers and employees outside the ordinary course of business;

(xiii) There has not been any other material occurrence, event, incident, action, failure to act, or transaction outside the ordinary course of business involving Surviving Corporation; and

(xiv) Surviving Corporation has not committed to any of the foregoing.

(i) Undisclosed Liabilities. Surviving Corporation has no Liabilities, and there is no basis for any present or future action, suit, proceeding, hearing, investigation, charge, complaint, claim or demand against Surviving Corporation giving rise to any Liability, except those included in the Financial Statements covering the **periods** ended December 31, 2006 **and March 31, 2007**, or otherwise incurred in the ordinary business of the Surviving Corporation since that date as disclosed.

(j) Legal Compliance. To the knowledge of Surviving Corporation, Surviving Corporation have at all times complied with all applicable laws (including rules, regulations, codes, plans, injunctions, judgments, orders, decrees, rulings and charges hereunder) of federal, state, local and foreign governments (and all agencies thereof), and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand or notice has been filed or commenced against Surviving Corporation alleging any failure to so comply.

(k) Tax Matters.

(i) Surviving Corporation has filed all tax returns that were required to be filed. All such tax returns were correct and complete in all respects. All taxes owed by Surviving Corporation (whether or not shown on any tax return), have been paid. Surviving Corporation is not currently the beneficiary of any extension of time within which to file any tax return. No claim has ever been made by an authority in a jurisdiction where Surviving Corporation does not file tax returns that it is or may be subject to taxation by that jurisdiction. There are no Security Interests on any of the assets of the Surviving Corporation that arose in connection with any failure (or alleged failure) to pay any tax. If it is determined after Closing that any taxes are due and owing

by Surviving Corporation for all periods prior to Closing, Surviving Corporation shall be responsible to pay any such taxes, including interest and penalties, and shall indemnify and hold Farmer harmless therefrom.

(ii) Surviving Corporation has withheld and paid all taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, or other third party.

(iii) Surviving Corporation does not expect any authority to assess any additional taxes for any period for which tax returns have been filed. There is no dispute or claim concerning any tax liability of Surviving Corporation, either (A) claimed or raised by any authority in writing, or (B) as to which Surviving Corporation has knowledge based upon personal contact with any agent of such authority.

(iv) Surviving Corporation has not waived any statute of limitations in respect of taxes, or agreed to any extension of time with respect to a tax assessment or deficiency.

(l) Intellectual Property.

(i) Surviving Corporation has full and complete title to all its Intellectual Property. This Intellectual Property is necessary or desirable for the operation of the business of Surviving Corporation as presently conducted. Each item of Intellectual Property owned by Surviving Corporation immediately prior to the Closing hereunder will be owned by Surviving Corporation on identical terms and conditions immediately subsequent to the Closing hereunder. Surviving Corporation has taken all necessary and desirable action to maintain and protect each item of Intellectual Property that it owns. Surviving Corporation has not granted any licenses or sublicense of any rights under or with respect to any Intellectual Property.

(ii) Surviving Corporation has not interfered with, infringed upon or otherwise come into conflict with any Intellectual Property rights of third parties, and Surviving Corporation has never received any charge, complaint, claim, demand or notice alleging any such interference, infringement, misappropriation or violation (including any claim that Surviving Corporation must license or refrain from using any Intellectual Property rights of any third party). No third party has interfered with, infringed upon, misappropriated, or otherwise come into conflict with any Intellectual Property rights of Surviving Corporation.

(iii) Section 4(1)(k)(iii) of the Cell Quest Disclosure Schedule identifies each registration which has been issued to Surviving Corporation with respect

to any of their Intellectual Property, identifies each application for registration which Surviving Corporation has made with respect to any of their Intellectual Property, and identifies each license, agreement, or other permission which Surviving Corporation has granted to any third party with respect to any of their Intellectual Property (together with any exceptions). Surviving Corporation has made available to Surviving Corporation correct and complete copies of all written documentation evidencing ownership and prosecution (if applicable) of each such item. Section 4(2)(k)(iii) of the Cell Quest Disclosure Schedule also identifies each trade name or unregistered trademark used by Surviving Corporation in connection with any of its business.

(m) Owned Assets. Surviving Corporation owns or leases all its Assets. A listing of each such Asset and the net book value (if capitalized), or the balance owed (if leased), or the amount expensed (if written off) thereof is set forth in Section 2(m) of the Cell Quest Disclosure Schedule. All assets are owned outright by Surviving Corporation, unless disclosed as a leased item on the Cell Quest Disclosure Schedule. Each such Asset has been maintained in accordance with normal industry practice, is in proper operating condition and repair (subject to normal wear and tear), and is suitable for the purposes for which it presently is used.

(n) Contracts. Section 4(n) of the Cell Quest Disclosure Schedule appends the following contracts and other agreements to which Surviving Corporation is a party:

(i) any agreement (or group of related agreements) for the lease of personal property to or from any person;

(ii) any agreement (or group of related agreements) under which Surviving Corporation has created, incurred, assumed or guaranteed any indebtedness for borrowed money, or any capitalized lease obligation, or under which either have imposed a Security Interest on any of its assets, tangible or intangible;

(iii) any agreement concerning confidentiality or non competition;

(iv) any profit sharing, stock option, stock purchase, stock appreciation, deferred compensation, severance, or other material plan or arrangement for the benefit of its current or former employees.

Surviving Corporation has appended to Disclosure Schedule 4(n) a correct and complete copy of each such written agreement and written summary of any oral agreements. With respect to each written agreement: (A) the agreement is legal, valid, binding and enforceable, and in full force and effect; (B) the agreement will continue to be legal, valid, binding, enforceable, and in full force and effect on identical terms following the consummation of the transactions contemplated hereby; (C) no party is in breach or default, and no event has occurred which with notice or lapse of time would

constitute a breach or default, or permit termination, modification, or acceleration, under the agreement; and (D) no party has repudiated any provision of the agreement.

(o) Powers of Attorney. There are no outstanding Powers of Attorney executed on behalf of Surviving Corporation, except as set forth in Section 1(n).

(p) Litigation. Surviving Corporation is not subject to any outstanding injunction, judgment, order, decree, ruling or charge, nor are they a party, or are threatened to be made a party to any action, suit, proceeding, hearing or investigation of, in or before any court or quasi-judicial or administrative agency of any federal, state, local or foreign jurisdiction, or before any arbitrator.

(q) Product Warranty. To the knowledge of Surviving Corporation, all products manufactured, sold, leased or delivered by Surviving Corporation have been in conformity with all applicable contractual commitments, the Food and Drug Administration requirements and standards, and all express and implied warranties, and Surviving Corporation does not have any liability (and there is no basis for any present or future action, suit, proceeding, hearing, investigation, charge, complaint, claim or demand against Surviving Corporation giving rise to any liability) for replacement thereof or other damage in connection therewith. No product manufactured, sold, delivered by Surviving Corporation is subject to any guaranty, warranty or other indemnity beyond the applicable standard terms and conditions of sale.

(r) Employees. Except as set forth in the Cell Quest Disclosure Schedule 2(o), all of Surviving Corporation's employees are employees at will. There are no Employment Agreements or arrangements which provide for bonuses or incentive compensation for the benefit of the officers, directors or other key employees, except Farmer.

(s) Guaranties. Surviving Corporation is not a guarantor or otherwise liable for any liability or obligation (including indebtedness) of any other person.

(t) Disclosure. The representations and warranties contained in this Section 4 do not contain any untrue statement of a material fact, or omit to state any material fact necessary in order to make the statements and information contained in this Section 4 not misleading in all material respects.

5. Conditions to Obligation to Close.

(a) Conditions to Obligation of Surviving Corporation. The obligation of Surviving Corporation to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction of the following conditions:

(i) The representations and warranties set forth in Sections 2 and 3 above shall be true and correct in all material respects at and as of the Closing Date.

(ii) Merging Corporation and ALM shall have performed and complied with all of its covenants hereunder in all material respects through the Closing.

(iii) Merging Corporation shall have procured all requested third party consents and otherwise complied with the obligations specified in Sections 3(b) and 3(c) above.

(iv) No action, suit or proceeding shall be pending or threatened before any court or quasi-judicial or administrative agency of any federal, state, local or foreign jurisdiction, or before any arbitrator wherein an unfavorable injunction, judgment, order, decree, ruling or charge would (A) prevent consummation of any of the transactions contemplated by this Agreement, (B) cause any of the transactions contemplated by this Agreement to be rescinded following consummation, or (C) affect adversely the right of Surviving Corporation to operate the business of the Merging Corporation (and no such injunction, judgment, order, decree, ruling or charge shall be in effect).

(v) Farmer shall have delivered to Surviving Corporation a certificate to the effect that each of the conditions specified above in Sections 5(a)(i) through (iv) above are satisfied in all respects.

(vi) Merging Corporation and Surviving Corporation shall have received all authorizations, consents and approvals of all persons and entities referred to in Sections 2(c), 3(b) and 4(c) above.

(vii) Farmer shall have entered into an Employment Agreement with Surviving Corporation in form and substance as set forth in Exhibit A, attached hereto, and the same shall be in full force and effect (the "Employment Agreement").

(viii) ALM shall have entered into a Non-Compete Agreement with Surviving Corporation, in form and substance as set forth in Exhibit E, and the same shall be in full force and effect (the "ALM Non-Compete Agreement").

(ix) All actions to be taken by Merging Corporation in connection with consummation of the transactions contemplated hereby, and all certificates, opinions, instruments and other documents required to effect the transactions contemplated hereby will be reasonably satisfactory in form and substance to Surviving Corporation.

Surviving Corporation may waive any conditions specified in this Section 5(a) if it executes in writing a letter stating at or prior to the Closing.

(b) Conditions to Obligation of Merging Corporation. The obligation of Merging Corporation to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction of the following conditions:

(i) The representations and warranties set forth in Section 4 above shall be true and correct in all material respect at and as of the Closing Date.

(ii) Surviving Corporation shall have performed and complied with all of its covenants hereunder in all material respects through the Closing.

(iii) No action, suit or proceeding shall be pending or threatened before any court or quasi-judicial or administrative agency of any federal, state, local or foreign jurisdiction or before any arbitrator wherein an unfavorable injunction, judgment, order, decree, ruling or charge would (A) prevent consummation of any of the transactions contemplated by this Agreement, or (B) cause any of the transactions contemplated by this Agreement to be rescinded following consummation (and no such injunction, judgment, order, decree, ruling or charge shall be in effect).

(iv) Surviving Corporation shall have delivered to Merging Corporation a certificate to the effect that each of the conditions specified above in Sections 5(b)(i) through (iii) are satisfied in all respects.

(v) Merging Corporation and Surviving Corporation shall each have received all authorizations, consents and approvals of all persons and entities referred to in Sections 2(c), 3(b) and 4(c) above.

(vi) Surviving Corporation shall have entered into the Employment Agreement (Exhibit A), and this Agreement shall be in full force and effect.

(vii) All actions to be taken by Surviving Corporation in connection with consummation of the transactions contemplated hereby, and all certificates, opinions, instruments and other documents required to effect the transactions contemplated hereby will be reasonably satisfactory in form and substance to Merging Corporation and Farmer.

Merging Corporation may waive any condition specified in this Section 5(b) if it executes a writing so stating at or prior to the Closing.

6. Post-Closing Covenants. The parties agree as follows with respect to the period following the Closing:

(a) General. In case at any time after the Closing, any further action is necessary or desirable to carry out the purposes of this Agreement, each of the parties will take such further action (including the execution and delivery of such further instruments and documents) as any other party reasonably may request. Merging Corporation acknowledges and agrees that from and after the Closing, Surviving Corporation will be entitled to possession of (or copies of) all documents, books, records (including tax records), agreements and financial data of any sort relating to the business, assets and liabilities of Merging Corporation. In addition, Merging Corporation and Farmer will use its best efforts to ensure a smooth transition of the Merging Corporation's business to Surviving Corporation, and cooperate fully in all aspects of the transition process.

(b) Litigation Support. In the event and for so long as any party actively is contesting or defending against any action, suit, proceeding, hearing, investigation, charge, complaint, claim or demand (which costs, including legal fees, shall be borne solely by such party) in connection with any transaction contemplated under this Agreement, each of the other parties will cooperate with the contesting or defending party and his or its counsel in the contest or defense, make available his or its personnel, and provide such testimony and access to its books and records as shall be necessary in connection with the contest or defense, all at the sole cost and expense of the contesting or defending party (unless the contesting or defending party is entitled to indemnification therefore under Section 7 below).

(c) Assumed Liabilities. Surviving Corporation will pay and satisfy the listed liabilities including the Assumed Liabilities in the ordinary course of business and in accordance with the terms and conditions thereof.

7. Remedies for Breaches of this Agreement.

(a) Survival of Representations and Warranties:

(i) All of the representations and warranties of Merging Corporation, Farmer, ALM and Surviving Corporation contained in this Agreement (including the assignment documents referred to in Section 1 above), shall survive the Closing, and continue in full force and effect forever thereafter (subject to applicable Statutes of Limitations).

(b) Indemnification Provisions for Benefit of Surviving Corporation:

(i) In the event Merging Corporation, Farmer or ALM has breached (or in the event any third party alleges facts that, if true, would mean Merging Corporation, Farmer or ALM have breached) any of their representations, warranties and covenants contained in this Agreement, then Farmer agrees to indemnify Surviving Corporation from and against the entirety of any Damages Surviving Corporation may suffer through and after the date of the claim for indemnification resulting from, arising out of, relating to, in the nature of, or caused by the breach (or the alleged breach); provided, however, that Farmer shall not have any obligations to indemnify Surviving Corporation from and against any Damages resulting from, arising out of, relating to, in the nature of, or caused by the breach of any representation or warranty of Farmer until Surviving Corporation has suffered Damages by reason of all such breaches in excess of a \$5,000.00 aggregate deductible (after which point Farmer will be obligated to indemnify Surviving Corporation from and against all such Damages relating back to the first dollar). The foregoing provisions shall not limit the liability of Farmer under other provisions of this Agreement.

(ii) Farmer agrees to indemnify Surviving Corporation from and against the entirety of any Damages (with no minimum threshold) Surviving Corporation may suffer resulting from, arising out of, relating to, in the nature of, or caused by any liability of Merging Corporation, or resulting from the management and operation of Merging Corporation's or ALM's business prior to the Closing, as well as any liabilities which are not Assumed Liabilities or Listed Liabilities on the financial statements.

(c) Indemnification Provisions for Benefit of Farmer.

(i) In the event Surviving Corporation breaches (or in the event, any third party alleges facts that, if true, would mean Surviving Corporation has breached) any of its representations, warranties and covenants contained in this Agreement, then Surviving Corporation agrees to indemnify Farmer from and against the entirety of any Damages Farmer may suffer through and after the date of the claim for indemnification resulting from, arising out of, relating to, in the nature of, or caused by the breach (or the alleged breach), provided, however, that Surviving Corporation shall not have any obligations to indemnify Farmer from and against any Damages resulting from, arising out of, relating to, in the nature of, or caused by the breach of any representation or warranty of Surviving Corporation until Farmer has suffered Damages by reason of all such breaches in excess of a \$5,000.00 aggregate deductible (after which point Surviving Corporation will be obligated to indemnify Farmer from and against all such Damages relating back to the first dollar). The foregoing provisions shall not limit the liability of Surviving Corporation under other provisions of this Agreement.

(ii) Surviving Corporation agrees to indemnify Farmer from and

against the entirety of any Damages Farmer may suffer resulting from, arising out of, in the nature of, or caused by any Merging Corporation Listed Liability (including the failure of the Surviving Corporation to fully and timely pay the Assumed Liabilities). In addition, Surviving Corporation agrees to indemnify Farmer from and against any liability arising from Surviving Corporation's operating of the Business after the date of Closing, provided, however, this indemnification shall not include any of the following:

A. Any claims, liability or damages for which Surviving Corporation is entitled to indemnification for Farmer under this Agreement.

B. Any liability or Damages arising from any breach by Merging Corporation, Farmer or ALM of any of its warranties, representations or agreements in this Agreement, or any of the other agreements or documents entered into contemporaneously with this Agreement.

C. Any claims, Liability or Damages arising from any negligent or wrongful act by Merging Corporation, Farmer or ALM.

(d) Matters Involving Third Parties.

(i) If any third party shall notify any party (the "Indemnified Party") with respect to any matter (a "Third Party Claim") which may give rise to a claim for indemnification against any other party (the "Indemnifying Party") under this Section 7, then the Indemnified Party shall promptly notify each Indemnifying Party thereof in writing; provide, however, that no delay on the part of the Indemnified Party in notifying any Indemnifying Party shall relieve the Indemnifying Party from any obligation hereunder unless (and then solely to the extent) the Indemnifying Party thereby is prejudiced.

(ii) Any Indemnifying Party will have the right to defend the Indemnified Party against the Third Party Claim with counsel of its choice reasonably satisfactory to the Indemnified Party, so long as (A) the Indemnifying Party notifies the Indemnified Party in writing within 15 days after the Indemnified Party has given notice of the Third Party Claim that the Indemnifying Party will indemnify the Indemnified Party from and against the entirety of any Damages the Indemnified Party may suffer resulting from, arising out of, relating to, in the nature of, or caused by the Third Party Claim, (B) the Indemnifying Party provides the Indemnified Party with evidence reasonably acceptable to the Indemnified Party that the Indemnifying Party will have the financial resources to defend against the Third Party Claim, and fulfill its indemnification obligations hereunder, (C) the Third Party Claim involves only money damages and does not seek an injunction or other equitable relief, (D) settlement of, or an adverse judgment with respect to, the Third Party Claim is not, in the good faith judgment of the Indemnified Party, likely to establish a precedential custom or practice materially adverse

to the continuing business interests of the Indemnified Party, and (E) the Indemnifying Party conducts the defense of the Third Party Claim actively and diligently.

(iii) Provided that the Indemnifying Party is conducting the defense of the Third Party Claim in accordance with Section 7(d)(ii) above, (A) the Indemnified Party may retain separate co-counsel at its sole costs and expense, and participate in the defense of the Third Party Claim, (B) the Indemnified Party will not consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim without the prior written consent of the Indemnifying Party (not to be withheld unreasonably), and (C) the Indemnifying Party will not consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim without the prior written consent of the Indemnified Party (not to be withheld unreasonably).

(iv) In the event any of the conditions in Section 7(d)(ii) above is or becomes unsatisfied, however, (A) the Indemnified Party may defend against, and consent to the entry of any judgment or enter into any settlement with respect to, the Third Party Claim in any manner it reasonably may deem appropriate (and the Indemnified Party need not consult with, or obtain any consent from, any Indemnifying Party in connection therewith), (B) the Indemnifying Parties will reimburse the Indemnified Party promptly and periodically for the costs of defending against the Third Party Claim (including reasonable attorneys' fees and expenses), and (C) the Indemnifying Party will remain responsible for any Damages the Indemnified Party may suffer resulting from, arising out of, relating to, in the nature of, or caused by the Third Party Claim to the fullest extent provided in this Section 7.

(e) Determination of Damages. The parties shall take into account the time and cost of money (using the Applicable Federal Rate as the discount rate) in determining damages for purposes of this Section 7.

(f) Other Indemnification Provisions. The foregoing indemnification provisions are in addition to, and not in derogation of, any statutory, equitable, or common law remedy any Party may have with respect to the transactions contemplated by this Agreement.

8. Definitions.

"Active Liquid Minerals", is the predecessor of Merging Corporation "ALM", a California Limited Liability Company, whose membership interests were owned one hundred (100%) percent by Farmer.

"Business" means the nutraceutical sales business, as currently conducted by Merging Corporation.

“Closing” has the meaning set forth in Section 1(f) above.

“Closing Date” has the meaning set forth in Section 1(f) above.

“Damages” means all actions, suits, proceedings, hearing, investigations, charges, complaints, claims, demands, injunctions, judgments, orders, decrees, rulings, damages, dues, penalties, fines, costs, amounts paid in settlement, liabilities, obligations, taxes, liens, losses, expenses and fees, including court costs and reasonable attorneys’ fees and expenses, **including any loss or diminution in value of the Surviving Corporation stock received by Farmer under Section 1(e)(i).**

“Disclosure Schedule” has the meaning set forth in Section 2 above and the “Cell Quest Disclosure Schedule” has the meaning set forth in Section 4, above.

“Due Diligence Materials” has the meaning set forth in Section 2(f).

“Employment Agreement” has the meaning set forth in Section 5(a) above.

“Farmer” has the meaning set forth in the preface above.

“Financial Statements” has the meaning set forth in Section 2(f) above, and include the financial statements of ALM for the periods identified.

“Indemnified Party” has the meaning set forth in Section 7(d) above.

“Indemnifying Party” has the meaning set forth in Section 7(d) above.

“Intellectual Property” means (a) all inventions (whether patentable or unpatentable, and whether or not reduced to practice), all improvements thereto, and all patents, patent applications and patent disclosures, together with all reissuances, continuations, continuations in-part, revisions, extensions, and reexaminations thereof, (b) all trademarks, service marks, trade dress, logos, trade names and corporate names, together with all translations, adaptations, derivations, and combinations thereof, and including all good will associated therewith, and all applications, registrations and renewals in connection therewith, (c) all copyrightable works, all copyrights, and all applications, registrations and renewals in connection therewith, (d) all trade secrets and confidential business information (including ideas, research and development, know how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (e) all computer software (including data and related documentation), (f) all process validation manuals, which include product formulation and product design, cleaning validation manuals,

method valuation manuals; (g) all other proprietary rights, and (h) all copies and tangible embodiments thereof (in whatever form or medium).

“Inventory” means all Inventory, wherever located, including all (raw material) products, work-in-process of any type or nature, packaging or shipping materials or supplies of any type or nature, finished products, stores, stock, supplies, packaging and spare parts, and all other materials and supplies to be used or assumed by Merging Corporation in the Business.

“Knowledge” means actual knowledge after reasonable investigation.

“Liability” means any liability or obligation (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due), including any liability for taxes.

“Listed Liabilities” means only Merging Corporation’s and ALM’s current and future obligations identified on the financial statements the Assumed Liabilities and other liability incurred in the ordinary course of business; provided, however, for the avoidance of doubt, the Listed Liabilities shall not include (i) any liability or obligation of Merging Corporation, Farmer or ALM for any taxes; (ii) any liability or obligation of Merging Corporation or ALM, as a transferee or successor, by agreement, or otherwise, except as otherwise provided under Paragraph 9(m), Merging Corporation or ALM for costs and expenses incurred in connection with this Agreement, and the transactions contemplated hereby; (iii) any liability or obligation of Merging Corporation or ALM with respect to any independent contractors; and (iv) any liability or obligation of Merging Corporation under this Agreement (or unless otherwise provided under any side agreement between Merging Corporation on the one hand, and Surviving Corporation on the other hand entered into on or after the date of this Agreement).

“Merging Corporation” has the meaning set forth in the preface above.

“Parties” has the meaning set forth in the preface above.

“Person” means an individual, a partnership, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or a governmental entity (or any department, agency or political subdivision thereof).

“Securities Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Security Interest” means any mortgage, pledge, lien, encumbrance, charge or other security interest arising under the laws of any jurisdiction, other than (a)

mechanic's, material men's and similar liens, (b) liens for taxes not yet due and payable, or for taxes that the Merging Corporation or ALM or the Surviving Corporation, as the case may be, is contesting in good faith through appropriate proceedings, and has disclosed to the other, and (c) purchase money liens and liens securing rental payments under capital lease arrangements.

"Surviving Corporation" has the meaning set forth in the preface above.

"Tax" means any United States federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamps, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty or addition thereto, whether disputed or not.

"Tax Return" means any return, declaration, report, claim for refund, or information return or statement relating to taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Third Party Claim" has the meaning set forth in Section 7(d) above.

"Transaction Documents" shall mean this Agreement and all related documents and agreements, including the Stock Certificates, Farmer's Employment Agreement, Merging Corporation and ALM Non-Competition Agreements, and any other document, certificate, instrument, consent or otherwise executed in connection with this Agreement.

9. Miscellaneous.

(a) Confidentiality. Surviving Corporation, Merging Corporation, Farmer and ALM agree that this Agreement and all transactions contemplated herein shall be kept strictly confidential by them. Unless agreed upon in writing by all parties, Merging Corporation, Farmer and Surviving Corporation shall not disclose the terms or existence of this Agreement, or any of the Transaction Documents, to any third parties, including but not limited to employees, agents, vendors, customers or others, with the exception of those persons having a direct "need to know", and all such persons shall be advised of the strict confidentiality of the information provided. This confidentiality provision shall survive the Closing, and has no geographical or temporal limitations.

(b) No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties, and, with respect to Surviving Corporation, its Affiliates, and their respective successors and permitted assigns.

(c) Entire Agreement. This Agreement (including the other documents referred to herein and executed contemporaneously herewith) constitutes the entire agreement between the parties, and supersedes any prior understandings, agreements or representations by or between the parties, written or oral, to the extent they are related in any way to the subject matter hereof.

(d) Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties named herein, and their respective successors and permitted assigns. No party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other parties.

(e) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

(f) Headings. The section headings contained in this Agreement are inserted for convenience only, and shall not affect in any way the meaning or interpretation of this Agreement.

(g) Notices. All notices or other communications required or permitted hereunder shall be given in writing, and shall be deemed sufficient if delivered both by overnight courier (Federal Express or equivalent), and by facsimile, as follows:

If to Surviving Corporation: Dr. Gerry Norton, President
Cell Quest, Inc.
6026 Jet Port Industrial Blvd.
Tampa, Florida 33634-5160
Telephone No. (877) 565-5566
Facsimile No. (813) 886-9318

With a copy to: C. Thomas Toppin, Esq.
322 North Old Woodward Ave.
Birmingham, Michigan 48009
Telephone No. (248) 647-0930
Facsimile No. (248) 647-4138

If to Merging Corporation or ALM:

Tony Farmer, President
Active Liquid Minerals, Inc.
9018 Balboa Blvd., Suite 567

or such other address or facsimile number as shall be furnished in writing by such party.

(h) Governing Law. This Agreement shall be governed by and constituted in accordance with the domestic laws of the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida.

(i) Arbitration. Any dispute arising from or relating to this Agreement or any of the documents or agreements relating hereto, shall be resolved by binding arbitration before the American Arbitration Association in Tampa, Florida. In any such arbitration proceeding, the parties shall have discovery as allowed by the Florida Court Rules. Judgment upon the arbitrator's award may be entered by any court of competent jurisdiction. Provided, however, Surviving Corporation or any Affiliate of Surviving Corporation may, at their election, initiate legal action against Merging Corporation or Farmer in a court, located either within or without the State of Florida, to enforce any of the provisions of the Employment or the Non-Compete Agreement.

(j) Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by Surviving Corporation, the Merging Corporation and the Farmer. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder, or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

(k) Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof, or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

(l) Construction. The parties have participated jointly in the negotiation and drafting of this Agreement, including the Exhibits and Disclosure Schedules thereof, and the Transaction Documents. In the event any ambiguity or question of intent or interpretation arises, this Agreement and all accompanying documents and agreements shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. The word "including" shall mean including without

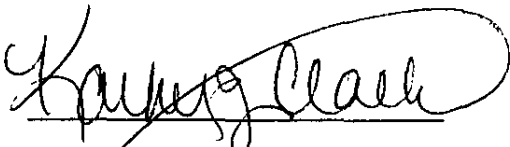
limitation. Nothing in the Disclosure Schedule shall be deemed adequate to disclose an exception to a representation or warranty made herein, unless the Disclosure Schedule in fact identifies the exception. Without limiting the generality of the foregoing, the mere listing (or inclusion of a copy) of a document or other item shall not be deemed adequate to disclose an exception to a representation or warranty made herein unless the representation or warranty has to do with the existence of the document or other item itself. The parties intend that each representation, warranty or covenant contained herein in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the party has not breached shall not detract from or mitigate the fact that the party is in breach of the first representation, warranty or covenant.

(m) Incorporation of Exhibits and Schedules. The Exhibits and Disclosure Schedules identified in this Agreement are incorporated herein by reference, and made a part of this Agreement, as more fully set forth herein.

(n) Costs and Expenses of Merging Corporation and Farmer. Surviving Corporation shall reimburse Farmer for all legal expenses incurred by Merging Corporation or Farmer in connection with the negotiation and documentation of this Agreement and the transactions contemplated hereby, up to a maximum of One Thousand (\$1,000.00) Dollars.

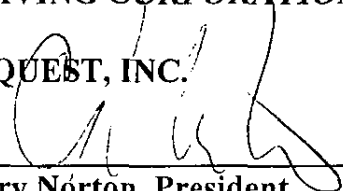
IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement as of the date first above written.

WITNESSES:



"SURVIVING CORPORATION"

CELL QUEST, INC.

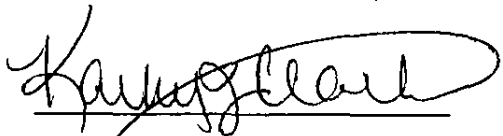
By: 
Gerry Norton, President

By: _____
, Secretary

"MERGING CORPORATION"

ACTIVE LIQUID MINERALS, INC.

By: 
Tony Farmer, President



Henry Clark

"FARMER"

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TONY FARMER