

SECURITIES & EXCHANGE COMMISSION EDGAR FILING

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington D.C. 20549

FORM 8-K

CURRENT REPORT

**PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): **May 6, 2009**

FLUID SOLUTIONS, INC.

(Name of small business issuer specified in its charter)

Nevada

(State or other jurisdiction
of incorporation)

000-53434

(Commission File No.)

80-0250289

(I.R.S. Employer
Identification No.)

Ampelon 3, Kilkis, Greece 61100

(Address of principal executive offices)

+30 234 10 70 411

(Registrant's telephone number)

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into Material Definitive Agreement

On May 6, 2009, the registrant entered into a material definitive agreement with Gold Standard Mining Corp., a Wyoming corporation, by which the registrant acquired 100% of the outstanding common stock of Gold Standard Mining Corp. in exchange for 20 million shares of company common stock and Pantelis Zachos retired 19,800,000 shares of common stock to the company treasury.

Pursuant to the agreement, the registrant is issuing 20 million shares in exchange for all of the issued and outstanding shares of Gold Standard, which owns a wholly owned subsidiary called Ros Zoloto, a company which is engaged in the business of running a producing gold mine in Blagoveshchensk, Russia, in far eastern Russia on the border between Russia and China.

On May 6, 2009, Agata Gotova, Araik Khachatryan, and Zurab Chachavadze were appointed as directors of the company and Araik Khachatryan was appointed as Chief Operating Officer of the company.

Business

The Company's plan of operations includes the seeking and development of natural mineral water sources for bottled water and juices. With the acquisition of Ros Zoloto, the company's operations expands into minerals and mining.

Forward Looking Statements

This current report and the exhibits attached hereto contain "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Such forward-looking statements concern the Company's anticipated results and developments in the Company's operations in future periods, planned exploration and development of its properties, plans related to its business and other matters that may occur in the future. These statements relate to analyses and other information that are based on forecasts of future results, estimates of amounts not yet determinable and assumptions of management.

Any statements that express or involve discussions with respect to predictions, expectations, beliefs, plans, projections, objectives, assumptions or future events or performance (often, but not always, using words or phrases such as "believes" or "does not believe", "expects" or "does not expect", "is expected", "anticipates" or "does not anticipate", "plans", "estimates" or "intends", or stating that certain actions, events or results "may", "could", "would", "might" or "will" be taken, occur or be achieved) are not statements of historical fact and may be forward-looking statements. Forward-looking statements are subject to a variety of known and unknown risks, uncertainties and other factors which could cause actual events or results to differ from those expressed or implied by the forward-looking statements, including, without limitation:

- risks related to our mineral operations being subject to government regulation;
- risks related to our ability to obtain additional capital to develop our resources, if any;
- risks related to mineral exploration activities;
- risks related to the fluctuation of prices for precious and base metals, such as gold, silver and copper;
- risks related to the competitive industry of mineral exploration;
- risks related to our title and rights in our mineral properties;
- risks related to the possible dilution of our common stock from additional financing activities; and
- risks related to fluctuations of the price of our shares of common stock.

The Mining Industry

Any mineral deposit first begins with an initial discovery of a resource. Early exploration companies are involved with new discoveries and the subsequent drilling and geological testing is required to further define both the size and the grade of the deposit.

A measured resource has a higher degree of confidence than an indicated resource. Drilling and analysis is required before upgrading an indicated resource to the status of a measured resource. Measure and indicated resources are useful when considering the future potential of a mining project.

The Securities and Exchange Commission has established industry guides for mining company disclosures. It separates mining companies into three stages:

- the exploration stage: companies engaged in the search for mineral deposits (reserves) which are not in either the development or production stage
- the development stage: companies engaged in the preparation of an established commercially minable deposit (reserves) for its extraction which are not in the production stage.
- the production stage: companies engaged in the exploitation of a mineral deposit (reserves)

The company is in the production stage, and is currently exploiting its alluvial reserves. The company has not yet begun production on its placer reserves.

Properties

The operating subsidiary of Gold Standard Mining, Ros Zoloto, as the successor to Artel "Aleksandrovszkaya," holds licenses from the Russian government to exploit 16 lots of 65 hectares each in area with drilled proven reserves of 25 tons of placer gold and probable reserves of 120 tons with an average gold standard of 930 in the Zeisky District of the Amur region of Russia. The licenses are valid until all mineral reserves have run out. Ros Zoloto currently mines approximately 4-5 kilos of gold per day from its alluvial gold deposits, and is the third largest gold producer in the Amur region. There is also present on the property silver, bronze, platinum and other minerals.

History

The claims are located in Blagoveshchensk, Russia, in far eastern Russia on the border between Russia and China. The town has a river port on the Amur River and is the final stop on a railroad spur from the Trans-Siberian railroad, which lies about 110 kilometers away. The area is served by the Ignatyev airport.

Gold prospecting started to take place in the mid 1800's, when the town experienced a gold rush due to the discovery of alluvial gold in the Amur River. Hard rock gold deposits were discovered in the late 1800's, and mining has been established in Blagoveshchensk and neighboring areas since the early 20th Century.

The property is in reasonable condition and is readily accessible by ground transportation. The predecessor owner of the property, Alexandrovski Artel, was founded in 1992 and mined 25 tons of gold on the property since its inception.

Alluvial Gold Deposits

The company currently mines its alluvial deposits on 12 claims. Currently the company mines 4-5 kilos of alluvial gold per day, with an estimated 2009 production of a total of 350-400 kilograms. The summary table below shows our proven alluvial gold reserves, for a total of 3186.8 kilograms.

Deposit name	Gold content (mg/m)	Gold reserves (kg)	Gold standard
Sardangro "Sredni"	357	107.3	763
Bol Djyvaskit	846.4	571.4	895
Sardangro "Nijni"	388	324.9	879
Bol Djyvaskit	260.5	54	899/895
"Ydinski"	268	1.9	895
"Iyrok"	365	5.4	895
"Zolotoi"	385	61.5	886
"Elovi"	212	308	925
"Zenon"	323	28.4	925
"Ilikan"	334	441.2	936
"Sardangro"	253	870.3	938
"Siryoukan"	274	412.5	933
Totals	<u>4265.9</u>	<u>3186.8</u>	

Elnichnoe Mineral Deposit

The Elnichnoe Mineral Deposit's geological studies go back to 1946. Mineral deposits are located in the areas of the bald peak "Centraini," "Breckchievi," and "Serebriani." Reports from 1979 on the bald peak "Centraini" show hydrothermally changed diorite porphyry zones contain quartz veins ranging from 100-150 meters long and 800 meters wide, with ore grade of .01-11.3 grams per ton in gold and silver from 16.3 to 36.4 grams per ton. Beresite veins contain pyrite, chalco, galena and gold.

The Elnichnoe deposits contain 25 tons of proven placer gold reserves and 125 tons of probable placer gold reserves. Geological exploration on the property goes back to 1946, with further exploration studies performed in 1967, 1976, 1979 and 1992. Exploration in 2000 was conducted over an area of 9.2 square kilometers, using dipole profiling, mechanized trench drifting and drilling to 603.6 meters, with the following results in the quartz vein mineral deposits.

Name of deposit	Copper	Bronze	Silver	Gold
Bald Peak				
Centraini	0.4 cm to 26m	3-318,000 m	3-6,400 m	0.4 cm – 26 m
Breckchievi			3-120 m	3-30 m
Serebriani			3-240 m	3-13 m

2.5 Plant and Equipment

The company suction dredges and nine other specialized mining tools, 15 "Ural" trucks, 10 Caterpillar and Kamatsu tractors, and garage, factory and office facilities on site.

Competition

There is aggressive competition within the minerals industry to discover and acquire mineral properties considered to have commercial potential. We compete for the opportunity to participate in promising exploration projects with other entities, many of which have greater resources than us.

Russia has the second largest gold reserves in the world and is its fifth leading gold producer. There is aggressive competition within the minerals industry to discover, acquire and mine mineral properties considered to have commercial potential. In addition, we compete with others in efforts to obtain financing to acquire and explore mineral properties.

The company competes with other more established gold mines in production, such as Polymetal, with an annual production of 285,000 ounces of gold; Yuzhural, with an annual production of 169,200 ounces of gold; and Highland Gold Mining, with an annual production of 156,900 ounces of gold.

Employees

We employ three management employees, one clerical employee and Ros Zoloto employs one management level employee and 200 gold miners. We intend to hire more management and clerical employees as we gear up our new plan of operations.

Regulation

Our activities will be subject to various federal, state, and local laws and regulations governing prospecting, exploration, production, labor standards, occupational health and mine safety, control of toxic substances, and other matters involving environmental protection and taxation. It is possible that future changes in these laws or regulations could have a significant impact on our business, causing those activities to be economically re-evaluated at that time.

Environmental Risks

Minerals exploration and mining are subject to potential risks and liabilities associated with pollution of the environment and the disposal of waste products occurring as a result of mineral exploration and production. Insurance against environmental risks, including potential liability for pollution or other hazards as a result of the disposal of waste products occurring from exploration and production, is not generally available to us (or to other companies in the minerals industry) at a reasonable price. To the extent that we may become subject to environmental liabilities, the remediation of any such liabilities would reduce funds otherwise available to us and could have a material adverse effect on our financial condition. Laws and regulations intended to ensure the protection of the environment are constantly changing, and are generally becoming more restrictive.

Plan of Operations

Ros Zoloto will continue to mine its alluvial deposits, and expects to mine 350-400 kilograms of gold by the end of 2009.

The company intends to build plant facilities to mine and process its hard rock placer reserves, at a cost of \$40 million to \$100 million, over the next 12 months.

RISK FACTORS

We are subject to various risks which may materially harm our business, financial condition and results of operations. You should carefully consider the risks and uncertainties described below and the other information in this filing before deciding to purchase our common stock. If any of these risks or uncertainties actually occur, our business, financial condition or operating results could be materially harmed. In that case, the trading price of our common stock could decline and you could lose all or part of your investment.

Because Our Assets and Operations Will Be Located Outside the U.S. , U.S. Investors May Experience Difficulties In Attempting To Enforce Judgments Based Upon U.S. Federal Securities Laws. U.S. Laws and/or Judgments Might Not Be Enforced Against Us In Foreign Jurisdictions.

All of our operations and all of our assets will be located outside of the United States. As a result, it may be difficult or impossible for U.S. investors to enforce judgments of U.S. courts for civil liabilities against us or against any of our individual directors or officers. In addition, U. S. investors should not assume that courts in the countries in which our operations or assets are located (i) would enforce judgments of U.S. courts obtained in actions against us or our subsidiary based upon the civil liability provisions of applicable U.S. federal and state securities laws or (ii) would enforce, in original actions, liabilities against us or our subsidiary based upon these laws.

Mining activities involve a high degree of risk.

Our operations on our properties will be subject to all the hazards and risks normally encountered in the mining deposits of gold. These hazards and risks include, without limitation, unusual and unexpected geologic formations, seismic activity, rock bursts, pit-wall failures, cave-ins, flooding and other conditions involved in the drilling and removal of material, any of which could result in damage to, or destruction of, mines and other producing facilities, damage to life or property, environmental damage and legal liability.

Milling operations, if any, are subject to various hazards, including, without limitation, equipment failure and failure of retaining dams around tailings disposal areas, which may result in environmental pollution and legal liability.

The parameters that would be used at our properties in estimating possible mining and processing efficiencies would be based on the testing and experience our management has acquired in operations elsewhere. Various unforeseen conditions can occur that may materially affect estimates based on those parameters. In particular, past mining operations indicate that care must be taken to ensure that proper mineral grade control is employed and that proper steps are taken to ensure that the underground mining operations are executed as planned to avoid mine grade dilution, resulting in uneconomic material being fed to the mill. Other unforeseen and uncontrollable difficulties may occur in planned operations at our properties which could lead to failure of the operation.

If we make a decision to exploit either of our properties based on gold mineralization that may be discovered and proven, we plan to process the resource using technology that has been demonstrated to be commercially effective at other geologically similar gold deposits elsewhere in the world. These techniques may not be as efficient or economical as we project, and we may never achieve profitability.

We may be adversely affected by fluctuations in gold prices.

The value and price of our securities, our financial results, and our exploration activities may be significantly adversely affected by declines in the price of gold and other precious metals. Gold prices fluctuate widely and are affected by numerous factors beyond our control such as interest rates, exchange rates, inflation or deflation, fluctuation in the relative value of the United States dollar against foreign currencies on the world market, global and regional supply and demand for gold, and the political and economic conditions of gold producing countries throughout the world. The price for gold fluctuates in response to many factors beyond anyone's ability to predict. The prices that would be used in making any resource estimates at our properties would be disclosed and would probably differ from daily prices quoted in the news media. Percentage changes in the price of gold cannot be directly related to any estimated resource quantities at any of our properties, as they are affected by a number of additional factors. For example, a ten percent change in the price of gold may have little impact on any estimated resource quantities and would affect only the resultant cash flow. Because any future mining would occur over a number of years, it may be prudent to continue mining for some periods during which cash flows are temporarily negative for a variety of reasons, including a belief that a low price of gold is temporary and/or that a greater expense would be incurred in temporarily or permanently closing a mine there.

Mineralized material calculations and life-of-mine plans, if any, using significantly lower gold and precious metal prices could result in material write-downs of our investments in mining properties and increased reclamation and closure charges.

In addition to adversely affecting any of our mineralized material estimates and its financial aspects, declining metal prices may impact our operations by requiring a reassessment of the commercial feasibility of a particular project. Such a reassessment may be the result of a management decision related to a particular event, such as a cave-in of a mine tunnel or open pit wall. Even if any of our projects may ultimately be determined to be economically viable, the need to conduct such a reassessment may cause substantial delays in establishing operations or may interrupt on-going operations, if any, until the reassessment can be completed.

Estimates of mineralized material are subject to evaluation uncertainties that could result in project failure. Our exploration and future mining operations, if any, are and would be faced with risks associated with being able to accurately predict the quantity and quality of mineralized material within the earth using statistical sampling techniques. Estimates of any mineralized material on any of our properties would be made using samples obtained from appropriately placed trenches, test pits and underground workings and intelligently designed drilling. There is an inherent variability of assays between check and duplicate samples taken adjacent to each other and between sampling points that cannot be reasonably eliminated. Additionally, there also may be unknown geologic details that have not been identified or correctly appreciated at the current level of accumulated knowledge about our properties. This could result in uncertainties that cannot be reasonably eliminated from the process of estimating mineralized material. If these estimates were to prove to be unreliable, we could implement an exploitation plan that may not lead to commercially viable operations in the future.

Future legislation and administrative changes to the Mexican mining laws could prevent us from exploring our properties.

Russian laws and regulations, amendments to existing laws and regulations, administrative interpretation of existing laws and regulations, or more stringent enforcement of existing laws and regulations, could have a material adverse impact on our ability to conduct exploration and mining activities. Any change in the regulatory structure making it more expensive to engage in mining activities could cause us to cease operations.

We are a relatively young company with limited operating history

Since we are a young company, it is difficult to evaluate our business and prospects. At this stage of our business operations, even with our good faith efforts, potential investors have a high probability of losing their investment. Our future operating results will depend on many factors, including the ability to generate sustained and increased demand and acceptance of our products, the level of our competition, and our ability to attract and maintain key management and employees. While management believes their estimates of projected occurrences and events are within the timetable of their business plan, there can be no guarantees or assurances that the results anticipated will occur.

We may require additional funds to operate in accordance with our business plan.

We may not be able to obtain additional funds that we may require. We do not presently have adequate cash from operations or financing activities to meet our long-term needs. If unanticipated expenses, problems, and unforeseen business difficulties occur, which result in material delays, we will not be able to operate within our budget. If we do not achieve our internally projected sales revenues and earnings, we will not be able to operate within our budget. If we do not operate within our budget, we will require additional funds to continue our business. If we are unsuccessful in obtaining those funds, we cannot assure you of our ability to generate positive returns to the Company. Further, we may not be able to obtain the additional funds that we require on terms acceptable to us, if at all. We do not currently have any established third-party bank credit arrangements. If the additional funds that we may require are not available to us, we may be required to curtail significantly or to eliminate some or all of our development, manufacturing, or sales and marketing programs.

If we need additional funds, we may seek to obtain them primarily through equity or debt financings. Such additional financing, if available on terms and schedules acceptable to us, if available at all, could result in dilution to our current stockholders and to you. We may also attempt to obtain funds through arrangement with corporate partners or others. Those types of arrangements may require us to relinquish certain rights to our intellectual property or resulting products.

We compete with larger, better capitalized competitors in the mining industry.

The mining industry is acutely competitive in all of its phases. We face strong competition from other mining companies in connection with the acquisition of exploration-stage properties, or properties capable of producing precious metals. Many of these companies have greater financial resources, operational experience and technical capabilities than us. As a result of this competition, we may be unable to maintain or acquire attractive mining properties on terms it considers acceptable or at all. Consequently, our revenues, operations and financial condition and possible future revenues could be materially adversely affected by actions by our competitors.

Risks Relating to Our Common Stock

Our directors and executive officers beneficially own a substantial amount of our common stock.

Accordingly, these persons will be able to exert significant influence over the direction of our affairs and business, including any determination with respect to our acquisition or disposition of assets, future issuances of common stock or other securities, and the election or removal of directors. Such a concentration of ownership may also have the effect of delaying, deferring, or preventing a change in control of the Company or cause the market price of our stock to decline. Notwithstanding the exercise of their fiduciary duties by the directors and executive officers and any duties that such other stockholder may have to us or our other stockholders in general, these persons may have interests different than yours.

We are subject to SEC regulations and changing laws, regulations and standards relating to corporate governance and public disclosure, including the Sarbanes-Oxley Act of 2002, new SEC regulations and other trading market rules, are creating uncertainty for public companies.

We are committed to maintaining high standards of corporate governance and public disclosure. As a result, we intend to invest appropriate resources to comply with evolving standards, and this investment may result in increased general and administrative expenses and a diversion of management time and attention from revenue-generating activities to compliance activities.

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table sets forth information furnished to us with respect to the beneficial ownership of our common stock by (i) each executive officer, director and nominee, and by all directors and executive officers as a group, and (ii) each beneficial owner of more than five percent of our outstanding common stock, in each case as of April 10, 2009. Unless otherwise indicated, each of the persons listed has sole voting and dispositive power with respect to the shares shown as beneficially owned.

Title of Class	Name and Address of Beneficial Owner	Amount of Beneficial Ownership	Percent of Class
Common Stock	Pantelis Zachos Ampelon 3 Kilkis, Greece 61100	100,000	nil
Common Stock	Agata Gotova 190 N Canon Dr. Beverly Hills, CA 90210	4,900,000	16%
Common stock	Zurab Chavchavadze No. 9 Kantimirova Street Blagoveshensk, Russia 67500	606,060	2%
Common stock	Araik Khachatryan No. 9 Kantimirova Street, Blagoveshensk, Russia 67500	15,000,000	49.8%
Common Stock	Officers and directors as a group	20,606,060	49.8%

DIRECTORS AND EXECUTIVE OFFICERS

<u>Name</u>	<u>Age</u>	<u>Position</u>
Pantelis Zachos	56	CEO, CFO, Director
John Golomazos	58	Secretary, Director
Agata Gotova	31	Director
Araik Khachatryan	35	COO, Director
Zurab Chavchavadze	66	Director

Pantelis Zachos. Mr. Zachos started his career, upon his move to Europe in 1980, as export sales manager at Lortex S.A., a consumer textiles multinational company, with headquarters in Greece and trading activities in Europe and the Middle East.

In 1989, he joined Union Agencies S.A., a multinational import-export company as V.P. in charge of all international trading and their financing activities.

In 1993, he started his own company Unimex Ltd., which operated as buying representative of major European wholesale and retail companies, for their buying programs, in most countries of south-east Europe. In addition the company provided consulting services, for merchandising and import financing arrangements, to its customers.

In 2000, after having built an extensive network of personal acquaintances and business associates in south-east Europe, he became active advising on investments, in a stabilized emerging region with promising growth potential.

Since 2003 those services have expanded into coordinating the financing and supervising the development and operations of projects that focus on commercializing the use of natural resources, namely renewable forms of energy such as solar and wind and drinking water.

Mr. Zachos formal higher education includes undergraduate work in International Relations and Economics and graduate work in Public and Business Administration at CSU-Long Beach and UCLA. Mr Zachos has also, through the years, attended numerous conferences and seminars on International Trade and Finance in many European countries and the U.S.

John Golomazos. Mr. Golomazos has been Secretary and Director of the Company since August 2008. Since 1999, he has served as an outside consultant to Nestle Waters. From 1998 through 1994, he acted as the General Manager of Korpi Waters, the first mineral water bottling operation in Greece, which was acquired by Nestle in 1994. He continued as General manager until 1999. Mr. Golomazos holds Chemical and Metallurgy Engineering Degrees from Athens Polytechnic University.

Agata Gotova is the current director of the company since May 6, 2009. She has served as the Chief Executive Officer of Signature Films since 2002. As head of Signature Films, she conceived, developed and produced two celebrity interview television shows and developed several feature films. From 2004 through 2006, she served as the Creative Director of Imperia Entertainment, Inc., where she developed and co-wrote several feature films. She attended Moscow University, Humanities and Sorbonne University, French Literature.

Araik Khachatrian is the Chief Operating Officer and director of the company since May 6, 2009, and the founder and President of Ros Zoloto since its inception in 2007. In 1999, Mr. Khachatrian founded Zolotoe Runo Co., Ltd., a company engaged in the mining of placer gold in the Zeiskiy district of the Amur region. In 2006, Zolotoe Runo was renamed Roszoloto Co., Ltd. In 2007 Khachatrian founded the gold mining companies of Sigulen Co., Ltd. and Yukos Co., Ltd. In 2008 he founded Roszoloto Co., Ltd. and merged all four companies into the current Roszoloto. He is a Graduate of Economics, Moscow University 1995, and a Qualified Mining Engineer.

Zurab Chavchvadze is the current director of the company since May 6, 2009. He served as head of Votum in 2000, a consulting company which assisted small and medium businesses in development. Since 2005, he has served as a public activist, official representative to the Russian Crown, has participated in the Russian Nobel movement and serves on its High Monarchy Council. He is currently a member of the Central Federal Region of the Russian Federation, and Counsel to the Representative of the President of the Russian Federation. Prior to heading up Votum, Mr. Chavchvadze taught French and literature at the University level, conducted and published studies on education and new way of learning, and was the co-founder and General Director of the Soviet-English cooperative, Rurik. He is a graduate of Western European Language and Culture, 1969, Tbilisi University.

Corporate Governance

The Board of Directors is committed to maintaining strong corporate governance principles and practices. The Board periodically reviews evolving legal, regulatory, and best practice developments to determine those that will best serve the interests of our shareholders.

Meetings and Attendance

Our Board of Directors is required by our bylaws to hold regularly scheduled annual meetings. In addition to the annual meetings, it has the authority to call regularly scheduled meetings and special meetings by resolution. Our Board met 1 time during the past fiscal year.

All incumbent directors attended 100% or more of the Board meetings during the last fiscal year.

Nominations of Directors

There are no material changes to the procedures by which security holders may recommend nominees to the registrant's board of directors.

Audit Committee

The Company currently does not have a designated Audit Committee, and accordingly, the Company's Board of Directors' policy is to pre-approve all audit and permissible non-audit services provided by the independent auditors. These services may include audit services, audit-related services, tax services and other services. Pre-approval is generally provided for up to one year and any pre-approval is detailed as to the particular service or category of services and is generally subject to a specific budget. The independent auditors and management are required to periodically report to the Company's Board of Directors regarding the extent of services provided by the independent auditors in accordance with this pre-approval, and the fees for the services performed to date. The Board of Directors may also pre-approve particular services on a case-by-case basis.

EXECUTIVE COMPENSATION

At this time there is no set executive compensation package for any of the directors or officers of the Company. The Company currently has no employee incentive stock option plan. The company believes that it will adopt an executive compensation plan sometime within the next calendar year.

CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

On December 11, 2007, 20,000 shares of common stock were issued to officer director Pantelis Zachos, pursuant to Section 4(2) of the Securities Act of 1933, in exchange for setup costs and the company's business plan.

On May 6, 2009, Pantelis Zachos retired 19,900,000 shares of common stock and 4,900,000 shares of common stock were issued to Agata Gotova, 15,000,000 shares of common stock were issued to Araik Khachatryan, and 606,060 shares of common stock were issued to Zurab Chavchavadze, pursuant to Section 4(2) of the Securities Act of 1933.

RECENT SALES OF UNREGISTERED SECURITIES

The following securities have been issued by the company in the past two years, which were not registered under the Securities Act of 1933:

On or about January 30, 2009, 20,000 shares of common stock were issued to a non-affiliate investor in exchange for cash, pursuant to Section 4(2) of the Securities Act of 1933.

On or about February 13, 2009, 2,000 shares of common stock were issued to a non-affiliate investor in exchange for cash, pursuant to Section 4(2) of the Securities Act of 1933.

On or about February 14 2009, 20,000 shares of common stock were issued to two non-affiliate investors in exchange for cash, pursuant to Section 4(2) of the Securities Act of 1933.

On or about February 26, 2009, 10,000 shares of common stock were issued to a non-affiliate investor in exchange for cash, pursuant to Section 4(2) of the Securities Act of 1933.

On or about February 26, 2009, 25,000 shares of common stock were issued to a non-affiliate investor in exchange for services, pursuant to Section 4(2) of the Securities Act of 1933.

On or about April 25, 2009, 1667 shares of common stock were issued to a non-affiliate investor in exchange for cash, pursuant to Section 4(2) of the Securities Act of 1933.

On or about May 7, 2009, 50,000 shares of common stock were issued to a non-affiliate investor in exchange for cash, pursuant to Section 4(2) of the Securities Act of 1933.

Section 9 – Financial Statements and Exhibits

Item 9.01 Financial Statements and Exhibits

a) Financial Statements of Businesses acquired.

Consolidated financial statements will be filed by amendment not later than 71 days after the date of this report.

(c) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Share Exchange Agreement dated May 6, 2009

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: May 7, 2009

FLUID SOLUTIONS, INC.

By: /s/ Pantelis Zachos
Pantelis Zachos
Chief Executive Officer

EXCHANGE AGREEMENT
BY AND AMONG
GOLD STANDARD MINING CORP.
AND
FLUID SOLUTIONS, INC.
AND
CERTAIN STOCKHOLDERS OF GOLD STANDARD MINING CORP.

May 6, 2009

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Section 1.1	The Exchange
Section 1.2	Exchange Ratio

ARTICLE II THE CLOSING

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Section 2.2	Transactions at Closing

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EXCHANGE AGREEMENT

THIS EXCHANGE AGREEMENT (the "**Agreement**"), is made and entered into as of May 6, 2009, by and among GOLD STANDARD MINING CORP. a Wyoming corporation ("**GSMC**"), with a business address of 67500 Russia, Blagoveshensk, street Kantimirova No. 19, and FLUID SOLUTIONS, INC., ("**FS**"), a Nevada corporation, with a business address of Ampelon 3, Kilkis 61100 Greece, and the stockholders of GSMC set forth on the signature pages to this Agreement (collectively, the "**Sellers**") with respect to the following facts:

RECITALS

A. Sellers own all of the issued and outstanding shares of common stock, of GSMC (the "**GSMC Shares**").

B. FS is a publicly held corporation, with its securities quoted on the over-the-counter bulletin board, administered by NASDAQ.

C. FS desires to acquire from Sellers, and Sellers desire to sell and transfer to FS, all of the GSMC Shares owned by Sellers on the Closing Date in exchange for 20 million shares of common stock, par value \$0.001 per share, of FS ("**Common Stock**").

D. FS will effect a 3.3 to 1 forward split of its common share capital, resulting in the 20 million shares being converted to 66 million shares.

NOW, THEREFORE, in consideration of the foregoing premises and representations, warranties, covenants and agreements contained herein, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I

EXCHANGE OF SECURITIES

Section 1.1 The Exchange

. On the terms and subject to the conditions of this Agreement, on the Closing Date:

(a) FS shall issue and deliver to each of the Sellers owning GSMC Shares such number of shares of Common Stock as is set forth opposite such Seller's name on Schedule I, subject to adjustment as set forth in , and each such Seller shall sell, transfer and deliver to FS, the number of issued and outstanding GSMC Shares set forth opposite such Seller's name on Schedule I along with a duly executed share assignment endorsed in favor of FS.

Section 1.2 Exchange Ratio

(a) Based on the outstanding capital stock of GSMC and FS as of the date hereof, the former stockholders of GSMC would own an aggregate of 66,000,000 post forward split shares of Common Stock, to be issued per Exhibit I; 49,000,000 to Arai Khachatryan, 15,000,000 to Agata Gotova, and 2,000,000 to Zurab Chavchavadze, and the current stockholders of FS would own an aggregate of 33,287,100 post forward split shares of Common Stock, immediately after the Closing.

(b) If between the date of this Agreement and the Closing Date, there shall be any change in the number of shares of outstanding capital stock of either GSMC or FS, the Exchange Ratio shall be adjusted such that immediately following the Closing the aggregate number of shares of Common Stock issued to each represents the percentage ownership set forth above.

ARTICLE II

THE CLOSING

Section 2.1 Closing Date

. The closing of the Exchange and the other transactions contemplated by this Agreement (the "**Closing**") shall take place at the offices of Kenneth Eade, 190 N Canon Drive, suite 420, Beverly Hills, California 90210, USA, at 10:00 a.m. on May 9, 2009, or at such other location, date and time as GSMC and FS may agree. The time and date upon which the Closing actually occurs being referred to herein as the "**Closing Date**").

Section 2.2 Transactions at Closing

. At the Closing, the following transactions shall take place, which transactions shall be deemed as having taken place simultaneously and no transaction shall be deemed to have been completed or any document delivered until all such transactions have been completed and all required documents delivered:

(a) FS shall deliver to GSMC, as agent for Sellers, the following documents:

(i) Validly executed stock certificates corresponding to the FS Common Stock issued in the name of GSMC in the amounts set forth in Schedule I;

(ii) Instructions directing its transfer agent to register (i) the allotment of the Common Stock to Sellers, in the stockholders ledger of FS;

(iii) Certified copy of the Charter of FS, as amended to date, certified by the Secretary of the State of Nevada at or about the Closing Date;

(iv) True copies of all consents and waivers obtained by FS, in accordance with the provisions of below;

(b) Sellers shall deliver or cause to be delivered the following documents and/or shall take the following actions:

(i) a share certificate in the name of FS representing 100% of the GSMC Shares and shall register all such GSMC Shares in the name of FS in the stockholders register of GSMC;

(ii) Certified copy of the Charter of GSMC, as amended to date, certified by the government of Russia at or about the Closing Date;

(iii) Secretary's certificate duly executed by GSMC's secretary attaching and attesting to the accuracy of: the bylaws of GSMC, the resolutions of GSMC board of directors, approving the transactions contemplated hereby, including the Exchange, and an incumbency certificate signed by all of the executive officers of GSMC dated at or about the Closing Date;

(iv) An officer's certificate duly executed by the chief executive officer of GSMC to the effect that the conditions set forth in have been satisfied, dated as of the Closing Date; and

(c) The Sellers shall deliver the following documents:

(i) to GSMC, duly executed share assignments effecting the immediate and unconditional sale, assignment and irrevocable transfer of GSMC Shares to FS, free and clear of any Liens, or any other third party rights of any kind and nature, whether voluntarily incurred or arising by operation of law; and

(ii) to FS, share certificates representing 100% of the GSMC Shares

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF GSMC

FS hereby makes the following representations and warranties to GSMC and each Seller:

Section 3.1 Organization and Qualification

FS is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, with the corporate power and authority to own and operate its business as presently conducted, except where the failure to be or have any of the foregoing would not have a Material Adverse Effect. FS is duly qualified as a foreign corporation to do business and is in good standing in each jurisdiction where the character of its properties owned or held under lease or the nature of their activities makes such qualification necessary, except for such failures to be so qualified or in good standing as would not have a Material Adverse Effect. FS has no subsidiaries and is not a participant in any joint venture, partnership, or similar arrangement.

Section 3.2 Authorization

FS has the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and to consummate the Exchange.

Section 3.3 Validity and Effect of Agreement

This Agreement has been duly and validly executed and delivered by FS and, assuming that it has been duly authorized, executed and delivered by the other parties hereto, constitutes a legal, valid and binding obligation of FS, in accordance with its terms except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally.

Section 3.4 No Conflict

Neither the execution and delivery of this Agreement by FS nor the performance by FS of its obligations hereunder, nor the consummation of the Exchange, will: conflict with the certificate of incorporation or bylaws of FS; violate any statute, law, ordinance, rule or regulation, applicable to FS or any of the properties or assets of FS; or violate, breach, be in conflict with or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or permit the termination of any provision of, or result in the termination of, the acceleration of the maturity of, or the acceleration of the performance of any obligation of FS, or result in the creation or imposition of any Lien upon any properties, assets or business of FS under, any Contract or any order, judgment or decree to which FS is a party or by which it or any of its assets or properties is bound or encumbered except, in the case of clauses (ii) and (iii), for such violations, breaches, conflicts, defaults or other occurrences which, individually or in the aggregate, would not have a Material Adverse Effect on its obligation to perform its covenants under this Agreement.

Section 3.5 Required Filings and Consents

The execution and delivery of this Agreement by FS does not, and the performance of this Agreement by FS will not, require any consent, approval, authorization or permit of, or filing with or notification to, Governmental Authority with respect to FS except: compliance with applicable requirements of the Securities Act, the Exchange Act and state securities laws ("**Blue Sky Laws**"); and where the failure to obtain such consents, approvals, authorizations or permits, or to make such filings or notifications would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on FS, or would not prevent or materially delay consummation of the Exchange or otherwise prevent the parties hereto from performing their respective obligations under this Agreement.

Section 3.6 Capitalization

. The authorized capital stock of GSMC consists of 100,000,000 shares of Common Stock, par value \$0.001 per share, of which 30,087,000 shares are issued and outstanding. Except for the transactions contemplated by this Agreement, there are no other share capital, preemptive rights, convertible securities, outstanding warrants, options or other rights to subscribe for, purchase or acquire from FS any shares of capital stock of FS and there are no contracts or commitments providing for the issuance of, or the granting of rights to acquire, any shares of capital stock of FS or under which FS is, or may become, obligated to issue any of its securities. All shares of capital stock of FS outstanding as of the date of this Agreement have been duly authorized and validly issued, are fully paid and nonassessable, and are free of preemptive rights.

Section 3.7 Status of Common Stock. The Common Stock, when issued and allotted at the Closing in Exchange for GSMC Shares, will be duly authorized, validly issued, fully paid, nonassessable, and free of any preemptive rights, will be issued in compliance with all applicable laws concerning the issuance of securities, and will have the rights, preferences, privileges, and restrictions set forth in FS's charter and bylaws, and will be free and clear of any Liens of any kind and duly registered in the name of the Sellers, in FS's stockholders ledger.

Section 3.7 **Financial Statements**

. Each of the financial statements (the "**FS Financial Statements**") included in FS's financial statements for the year ended December 31, 2008 have been prepared in accordance with U.S. GAAP applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto) and fairly present the financial positions and the results of operations and cash flows of FS as of the dates thereof or for the periods presented therein (subject, in the case of unaudited statements, to normal year-end audit adjustments not material in amount).

Section 3.8 **No Undisclosed Assets or Liabilities**

. Except as disclosed in the FS Financial Statements, FS does not have any liabilities, indebtedness or obligations, whether known or unknown, absolute, accrued, contingent or otherwise, and whether due or to become due (collectively, "**Liabilities**"), and, there is no existing condition, situation or set of circumstances that could reasonably be expected to result in such a Liability, including without limitation any liabilities for foreign, federal, state, local or other taxes (including deficiencies, interest and penalties). As of the Closing Date, FS shall have no properties or assets of any kind, whether real, personal or intangible and whether owned or leased (other than cash, cash equivalents or marketable securities) and no Liabilities.

Section 3.9 **No Contract Rights or Commitments**

. On the Closing Date, there will not be any Contract to which FS is a party or by which any of its assets or properties are bound.

Section 3.10 **No Intellectual Property Rights or Infringement**

. FS does not own, has not obtained the right to use, and has not violated nor otherwise trespassed upon any patents, trademarks, service marks, trade names, copyrights, and applications, licenses and rights with respect to the foregoing, and/or any trade secrets, including know-how, inventions, designs, processes, works of authorship, computer programs and/or technical data and/or information.

Section 3.11 **Litigation**

. There is no Action pending or threatened against FS that, individually or in the aggregate, directly or indirectly, would be reasonably likely to have a Material Adverse Effect, nor is there any outstanding judgment, decree or injunction, in each case against FS, that, individually or in the aggregate, has or would be reasonably likely to have a Material Adverse Effect.

Section 3.12 **Taxes**

. FS has filed (or has had timely filed on its behalf) with the appropriate tax authorities all tax returns required to be filed by it or on behalf of it, and each such tax return was complete and accurate in all material respects, and FS has timely paid (or has had paid on its behalf) all material Taxes due and owing by it, regardless of whether required to be shown or reported on a tax return, including Taxes required to be withheld by it. No deficiency for a material Tax has been asserted in writing or otherwise, to FS's Knowledge, against FS or with respect to any of its assets, except for asserted deficiencies that either have been resolved and paid in full or are being contested in good faith. There are no material Liens for Taxes upon FS's assets.

Section 3.13 **Registration**

. FS is a reporting company, and is required to file financial reports with the United States Securities and Exchange Commission ("SEC").

Section 2.14 Books and Records

. The books and records, financial and others, of GSMC are in all material respects complete and correct and have been maintained in accordance with good business accounting practices.

Section 2.15 Insurance

. GSMC has no insurable properties and GSMC does not maintain any insurance covering its assets, business, equipment, properties, operations, employees, officers, or directors. To GSMC's knowledge since GSMC's inception there has not been any damage, destruction or loss, which could have been deemed as an "Insurance Event".

Section 2.16 Compliance

. GSMC is in compliance with all foreign, federal, state and local laws and regulations of any Governmental Authority, except to the extent that failure to comply would not, individually or in the aggregate, have a Material Adverse Effect. GSMC has not received any notice asserting a failure, or possible failure, to

comply with any such law or regulation, the subject of which notice has not been disclosed as required thereby or otherwise to the satisfaction of the party sending the notice, except for such failure as would not, individually or in the aggregate, have a Material Adverse Effect. GSMC does not, and is not required to, hold any permits, licenses or franchises from Governmental Authorities.

Section 2.17 Absence of Certain Changes

. Tax-Free Exchange

. GSMC has not taken any action, nor does GSMC know of any fact, that is reasonably likely to prevent the Exchange from qualifying as a "reorganization" within the meaning of Section 351 or 368 of the Code.

Section 2.18 Disclosure

. As of the Closing Date, there is no known material fact or information relating to the business, condition (financial or otherwise), affairs, operations or assets of GSMC and/or its subsidiaries that has not been disclosed in writing to FS and/or Sellers by GSMC. No representation or warranty of GSMC in this Agreement or any statement or document delivered in connection herewith or therewith, contained or will contain any untrue statement of a material fact or fail to state any material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF GSMC

GSMC hereby makes the following representations and warranties to FS:

Section 4.1 Organization and Qualification

. GSMC is duly organized and validly existing under the laws of its jurisdiction of organization, with the corporate power and authority to own and operate its business as presently conducted, except where the failure to be or have any of the foregoing would not have a Material Adverse Effect. GSMC is duly qualified as a foreign corporation to do business in each jurisdiction where the character of its properties owned or held under lease or the nature of its activities makes such qualification necessary, except for such failures to be so qualified as would not have a Material Adverse Effect. GSMC owns 100% of Ros Zoloto. It has no other subsidiaries.

Section 4.2 Authorization; Validity and Effect of Agreement

. GSMC has the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and to consummate the Exchange. This Agreement has been duly and validly executed and delivered by GSMC and, assuming that it has been duly authorized, executed and delivered by the other parties hereto, constitutes a legal, valid and binding obligation of GSMC, in accordance with its terms except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally.

Section 4.3 No Conflict

. Neither the execution and delivery of this Agreement by GSMC nor the performance by GSMC of its obligations hereunder, nor the consummation of the Exchange, will: conflict with GSMC's Certificate of Incorporation; violate any statute, law, ordinance, rule or regulation, applicable to GSMC or any of its properties or assets; or violate, breach, be in conflict with or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or permit the termination of any provision of, or result in the termination of, the acceleration of the maturity of, or the acceleration of the performance of any obligation of GSMC, or result in the creation or imposition of any Lien upon any properties, assets or business of GSMC under, any Material Contract or any order, judgment or decree to which GSMC is a party or by which it or any of its assets or properties is bound or encumbered except, in the case of clauses (ii) or (iii), for such violations, breaches, conflicts, defaults or other occurrences which, individually or in the aggregate, would not have a Material Adverse Effect on its obligation to perform its covenants under this Agreement.

Section 4.4 Required Filings and Consents

. The execution and delivery of this Agreement by GSMC do not, and the performance of this Agreement by GSMC will not require any consent, approval, authorization or permit of, or filing with or notification to, any Governmental Authority, with respect to GSMC, except: compliance with applicable requirements of the Securities Act, the Exchange Act, and Blue Sky Laws; and where the failure to obtain such consents, approvals, authorizations or permits, or to make such filings or notifications would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on GSMC, or materially delay consummation of the Exchange or otherwise prevent the parties hereto from performing their obligations under this Agreement.

Section 4.5 Financial Statements

. GSMC has furnished to FS true and complete copies of the unaudited consolidated balance sheet of GSMC for the fiscal years ended 2008 and 2007 and the related statements of operations, stockholders equity and cash flows for the years then ended (all of such financial statements of GSMC collectively, the "**GSMC Financial Statements**"). The GSMC Financial Statements (including the notes thereto) present fairly in all material respects the financial position and results of operations and cash flows of GSMC at the date or for the period set forth therein, in each case in accordance with GAAP applied on a consistent basis throughout the periods involved (except as otherwise indicated therein). The GSMC Financial Statements have been prepared from and in accordance with the books and records of GSMC.

Section 4.6 No Undisclosed Liabilities

. Except as disclosed in the GSMC Financial Statements, GSMC has no material liabilities, indebtedness or obligations, except those that have been incurred in the ordinary course of business, whether

absolute, accrued, contingent or otherwise, and whether due or to become due, and there is no existing condition, situation or set of circumstances that could reasonably be expected to result in such a liability, indebtedness or obligation.

Section 4.7 Properties and Assets

. GSMC has good and marketable title to, valid leasehold interests in, or the legal right to use, all of the assets, properties and leasehold interests reflected in the most recent GSMC Financial Statements, except for those sold or otherwise disposed of since the date of such GSMC Financial Statements in the ordinary course of business consistent with past practice.

Section 4.8 Litigation

. There is no Action pending or threatened against GSMC that, individually or in the aggregate, directly or indirectly, would be reasonably likely to have a Material Adverse Effect, nor is there any outstanding judgment, decree or injunction, in each case against GSMC, that, individually or in the aggregate, has or would be reasonably likely to have a Material Adverse Effect.

Section 4.9 Taxes

. GSMC has timely filed (or has had timely filed on its behalf) with the appropriate tax authorities all tax returns required to be filed by it or on behalf of it, and each such tax return was complete and accurate in all material respects, and GSMC has timely paid (or has had paid on its behalf) all material Taxes due and owing by it, regardless of whether required to be shown or reported on a tax return, including Taxes required to be withheld by it. No deficiency for a material Tax has been asserted in writing or otherwise, to GSMC's Knowledge, against GSMC or with respect to any of its assets, except for asserted deficiencies that either have been resolved and paid in full or are being contested in good faith. There are no material Liens for Taxes upon GSMC's assets.

Section 4.10 Compliance

. GSMC is in compliance with all federal, state and local laws and regulations of any Governmental Authority applicable to its operations or with respect to which compliance is a condition of engaging in the business thereof, except to the extent that failure to comply would not, individually or in the aggregate, have a Material Adverse Effect. GSMC has not received any notice asserting a failure, or possible failure, to comply with any such law or regulation, the subject of which notice has not been resolved as required thereby or otherwise to the satisfaction of the party sending the notice, except for such failure as would not, individually or in the aggregate, have a Material Adverse Effect. GSMC holds all permits, licenses and franchises from Governmental Authorities required to conduct its business as it is now being conducted, except for such failures to have such permits, licenses and franchises that would not, individually or in the aggregate, have a Material Adverse Effect.

Section 4.11 Absence of Certain Changes

. Since the date of the most recent GSMC Financial Statements, there has been no change or development in, or effect on, GSMC that has or could reasonably be expected to have a Material Adverse Effect, GSMC has not sold, transferred, disposed of, or agreed to sell, transfer or dispose of, any material amount of its assets other than in the ordinary course of business, GSMC has not paid any dividends or distributed any of its assets to any of its stockholders, GSMC has not acquired any material amount of assets except in the ordinary course of business, nor acquired or merged with any other business, GSMC has not waived or amended any of its respective material contractual rights except in the ordinary course of business, and GSMC has not entered into any agreement to take any action described in clauses (i) through (v) above.

Section 4.12 Employees

. GSMC is in compliance with all currently applicable laws and regulations respecting terms and conditions of employment, except where any failure to comply would not constitute a Material Adverse Effect. There are no proceedings pending or, to GSMC's knowledge, reasonably expected or threatened, between GSMC, on the one hand, and any or all of its current or former employees, on the other hand. There are no claims pending, or, to GSMC's knowledge, reasonably expected or threatened, against GSMC under any workers' compensation or long term disability plan or policy. GSMC has no unsatisfied obligations that would have a Material Adverse Effect on GSMC to any employees, former employees, or qualified beneficiaries pursuant to any employee benefit plans, or applicable law governing health care coverage extension or continuation.

Section 4.13 Material Contracts

. Each GSMC Material Contract (i) is legal, valid, binding and enforceable and in full force and effect with respect to GSMC, and to GSMC's knowledge is legal, valid, binding, enforceable and in full force and effect with respect to each other party thereto, in either case subject to the effect of bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and except as the availability of equitable remedies may be limited by general principles of equity; and (ii) will continue to be legal, valid, binding and enforceable and in full force and effect immediately following the Closing in accordance with the terms thereof as in effect prior to the Closing, subject to the effect of bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and except as the availability of equitable remedies may be limited by general principles of equity. Neither GSMC nor, to GSMC's knowledge, any other party, is in breach or default, and no event has occurred which with notice or lapse of time would constitute a breach or default by GSMC or, to GSMC's knowledge, by any such other party, or permit termination, modification or acceleration, under any material agreement

Section 4.14 Tax-Free Exchange

. GSMC has not taken any action, nor does GSMC know of any fact, that is reasonably likely to prevent the Exchange from qualifying as a "reorganization" within the meaning of Section 351 or 368 of the Code.

Section 4.15 Disclosure

Section 4.12 . As of the Closing Date, there is no known material fact or information relating to the business, condition (financial or otherwise), affairs, operations or assets of GSMC that has not been disclosed in writing to FS by GSMC. No representation or warranty of GSMC in this Agreement or any statement or document delivered in connection herewith or therewith, contained or will contain any untrue statement of a material fact or fail to state any material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF EACH SELLER

Each Seller, severally and not jointly, hereby make the following representations and warranties to GSMC and FS:

Section 5.1 Authority and Validity

. Such Seller has all requisite power to execute and deliver, to perform its obligations under, and to consummate the transactions contemplated by, this Agreement.

Section 5.2 Validity

. Upon the execution and delivery of this Agreement and each other document to which such Seller is a party (assuming due execution and delivery by each other party thereto), each such document will be the legal, valid and binding obligations of such Seller, enforceable against such Seller in accordance with their respective terms except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally.

Section 5.3 No Breach or Violation

. The execution, delivery and performance by such Seller of this Agreement and each document to which it is a party, and the consummation of the transactions contemplated hereby and thereby in accordance with the terms and conditions hereof and thereof, do not and will not conflict with the certificate of incorporation or bylaws of such Seller, if applicable, or any agreement to which such Seller is a party, or by which such Seller or such Seller's Assets are bound or affected.

Section 5.4 Consents and Approvals

. No consent, approval, authorization or order of, registration or filing with, or notice to, any Governmental Authority or any other Person is necessary to be obtained, made or given by such Seller in connection with the execution, delivery and performance by such Seller of this Agreement or any other document to which it is a party or for the consummation by such Seller of the transactions contemplated hereby or thereby.

Section 5.5 Title

. GSMC Shares to be delivered by such Seller in connection with the transactions contemplated herein are, and at the Closing will be owned, of record and beneficially, solely by such Seller, free and clear of any Lien and represent such Seller's entire ownership interest in GSMC.

Section 5.6 Investor Status

. Each Seller is an "accredited investor" as that term is defined in Rule 501(a) of Regulation D under the Securities Act and has properly completed the form attached hereto as **Exhibit A**.

Section 5.7 Investment Intent

. The shares of Common Stock are being acquired by Seller for Seller's own account for investment purposes only, not as a nominee or agent and not with a view to the resale or distribution of any part thereof, and Seller has no present intention of selling, granting any participation in or otherwise distributing the same. Seller further represents that Seller does not have any contract, undertaking, agreement or arrangement with any Person to sell, transfer or grant participation to such Person or third person with respect to any GSMC Shares.

Section 5.8 Restrictions on Transfer

. Seller understands that the shares of Common Stock have not been registered under the Securities Act or registered or qualified under any foreign or state securities law, and may not be, directly or indirectly, sold, transferred, offered for sale, pledged, hypothecated or otherwise disposed of without registration under the Securities Act and registration or qualification under applicable state securities laws or the availability of an exemption therefrom. In any case where such an exemption is relied upon by Seller from the registration requirements of the Securities Act and the registration or qualification requirements of such state securities laws, Seller shall furnish GSMC with an opinion of counsel stating that the proposed sale or other disposition of such securities may be effected without registration under the Securities Act and will not result in any violation of any applicable state securities laws relating to the registration or qualification of securities for sale, such counsel and opinion to be satisfactory to GSMC. Seller acknowledges that it is able to bear the economic risks of an investment in the Common Stock for an indefinite period of time, and that its overall commitment to investments that are not readily marketable is not disproportionate to its net worth.

Section 5.9 Informed Investment

. Seller has made such investigations in connection herewith as it deemed necessary or desirable so as to make an informed investment decision without relying upon GSMC for legal or tax advice related to this investment. In making its decision to acquire the Common Stock, Seller has not relied upon any information other than information contained in this Agreement.

Section 5.10 **Access to Information**

. Seller acknowledges that it has had access to and has reviewed all documents and records relating to GSMC, including, but not limited to, the GSMC SEC Documents, that it has deemed necessary in order to make an informed investment decision with respect to an investment in GSMC.

Section 5.11 **Reliance on Representations**

. Seller understands that the shares of Common Stock are being offered and sold to it in reliance on specific exemptions from the registration and/or public offering requirements of the U.S. federal and state securities laws and that GSMC and FS is relying in part upon the truth and accuracy of, and such Seller's compliance with, the representations, warranties, agreements, acknowledgments and understandings of such Seller set forth herein in order to determine the availability of such exemptions and the eligibility of such Seller to acquire the Common Stock. Seller represents and warrants to GSMC and FS that any information Seller has heretofore furnished or furnishes herewith to GSMC and FS is complete and accurate, and further represents and warrants that it will notify and supply corrective information to GSMC and FS immediately upon the occurrence of any change therein occurring prior to GSMC's issuance of the Common Stock. Within five (5) days after receipt of a request from GSMC, Seller will provide such information and deliver such documents as may reasonably be necessary to comply with any and all laws and regulations to which GSMC is subject.

Section 5.12 **No General Solicitation**

Section 5.13 **Legends**

. Seller understands that the certificates representing the Common Stock will bear the following legend, and stop transfer instructions reflecting that these restrictions on transfer will be placed with the transfer agent of the Common Stock:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. THEY MAY NOT BE OFFERED OR TRANSFERRED BY SALE, ASSIGNMENT, PLEDGE OR OTHERWISE UNLESS (I) A REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933 IS IN EFFECT, (II) THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL, WHICH OPINION IS SATISFACTORY TO THE COMPANY, TO THE EFFECT THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933. HEDGING TRANSACTIONS INVOLVING THESE SECURITIES MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT OF 1933."

ARTICLE VI

CERTAIN COVENANTS

Section 6.1 **Access to Information**

. At all times prior to the Closing or the earlier termination of this Agreement in accordance with the provisions of Article IX, and in each case subject to Section 6.3, each party hereto shall provide to the other party (and the other party's authorized representatives) reasonable access during normal business hours and upon reasonable prior notice to the premises, properties, books, records, assets, liabilities, operations, contracts, personnel, financial information and other data and information of or relating to such party (including without limitation all written proprietary and trade secret information and documents, and other written information and documents relating to intellectual property rights and matters), and will cooperate with the other party in conducting its due diligence investigation of such party, provided that the party granted such access shall not interfere unreasonably with the operation of the business conducted by the party granting access, and provided that no such access need be granted to privileged information or any agreements or documents subject to confidentiality agreements.

Section 6.2 **Public Announcements**

. GSMC, the Sellers and FS shall consult with each other before issuing any press release or otherwise making any public statements with respect to the Exchange or this Agreement, and shall not issue any other press release or make any other public statement without prior consent of the other parties, except as may be required by law or, with respect to GSMC, by obligations pursuant to rule or regulation of the Exchange Act, the Securities Act, any rule or regulation promulgated thereunder or any rule or regulation of the National Association of Securities Dealers.

Section 6.3 **Notification of Certain Matters**

. Each party hereto shall promptly notify the other party in writing of any events, facts or occurrences that would result in any breach of any representation or warranty or breach of any covenant by such party contained in this Agreement.

Section 6.4 **Financial Statements**

. Prior to the Closing, GSMC shall deliver to FS (i) the GSMC Financial Statements.

ARTICLE VII

CONDITIONS TO CONSUMMATION OF THE EXCHANGE

Section 7.1 **Conditions to Obligations of GSMC**

. The obligations of GSMC and Sellers to consummate the Exchange shall be subject to the fulfillment, or written waiver by GSMC, at or prior to the Closing, of each of the following conditions:

(a) The representations and warranties of GSMC set out in this Agreement shall be true and correct in all material respects at and as of the time of the Closing as though such representations and warranties were made at and as of such time;

(b) GSMC shall have performed and complied in all material respects with all covenants, conditions, obligations and agreements required by this Agreement to be performed or complied with by it on or prior to the Closing Date;

(c) All consents, approvals, permits, authorizations and orders required to be obtained from, and all registrations, filings and notices required to be made with or given to, any Governmental Authority or Person as provided herein shall have been obtained;

(d) GSMC shall have completed a due diligence review of the business, operations, financial condition and prospects of FS and shall have been satisfied with the results of its due diligence review in its sole and absolute discretion;

(e) There has been no Material Adverse Effect on the business, condition or prospects of GSMC until the Closing Date;

(f) GSMC shall have no Assets (other than cash, cash equivalents and marketable securities) or Liabilities.

Section 7.2 **Conditions to Obligations of GSMC**

. The obligations of GSMC to consummate the Exchange shall be subject to the fulfillment, or written waiver by GSMC, at or prior to the Closing of each of the following conditions:

(a) The representations and warranties of GSMC and each Seller set out in this Agreement shall be true and correct in all material respects at and as of the time of the Closing as though such representations and warranties were made at and as of such time;

(b) GSMC and each Seller shall have performed and complied in all material respects with all covenants, conditions, obligations and agreements required by this Agreement to be performed or complied with by GSMC or the Sellers, as applicable, on or prior to the Closing Date;

(c) All consents, approvals, permits, authorizations and orders required to be obtained from, and all registrations, filings and notices required to be made with or given to, any Governmental Authority or Person as provided herein shall have been obtained;

(d) GSMC shall have completed a due diligence review of the business, operations, financial condition and prospects of GSMC and shall have been satisfied with the results of its due diligence review in its sole and absolute discretion; and

(e) There has been no Material Adverse Effect on the business, condition or prospects of GSMC until the Closing Date.

ARTICLE VIII

INDEMNIFICATION

ARTICLE IX

TERMINATION

Section 9.1 **Termination**

. This Agreement may be terminated at any time prior to the Closing:

(a) by mutual consent of GSMC and FS;

(b) by GSMC or FS if any Governmental Authority shall have issued an injunction, order, decree or ruling or taken any other action restraining, enjoining or otherwise prohibiting any material portion of the Exchange and such injunction, order, decree, ruling or other action shall have become final and nonappealable;

Section 9.2 **Procedure and Effect of Termination**

. In the event of termination of this Agreement pursuant to Section 9.1, written notice thereof shall forthwith be given by the terminating party to the other party, and, except as set forth below, this Agreement shall terminate and be void and have no effect and the Exchange shall be automatically abandoned without any further action by the parties hereto. If this Agreement is terminated as provided herein:

(a) each party hereto shall redeliver, and shall cause its agents (including, without limitation, attorneys and accountants) to redeliver, all documents, work papers and other material of each party hereto relating to the Exchange, whether obtained before or after the execution hereof; and

(b) each party agrees that all Confidential Information received by GSMC or FS with respect to the other party, this Agreement or the Exchange shall be kept confidential notwithstanding the termination of this Agreement.

ARTICLE X

POST CLOSING COVENANTS

Section 10.1 **Application to American Stock Exchange.** Within 90 days after presentation of audited financial statements of GSMC, consistent with U.S. GAAP, GSMC will apply for a listing on the American Stock Exchange.

Section 10.2 **Public Offerings.** Within 90 days after presentation of audited financial statements of GSMC, consistent with US GAAP, GSMC will undertake a public offering to raise a minimum of \$10,000,000 to a maximum of \$40,000,000.

Section 10.3 Forward Split. Upon execution of this Agreement, FS shall undertake a 3.3 to one forward split of its common share capital, resulting in the increase in FS's outstanding common shares to

ARTICLE XI MISCELLANEOUS

Section 10.3 Entire Agreement

. This Agreement and the Schedules and Exhibits hereto contain the entire agreement between the parties and supersede all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

Section 10.4 Amendment and Modifications

. This Agreement may not be amended, modified or supplemented except by an instrument or instruments in writing signed by the party against whom enforcement of any such amendment, modification or supplement is sought.

Section 10.5 Extensions and Waivers

. At any time prior to the Closing, the parties hereto entitled to the benefits of a term or provision may (a) extend the time for the performance of any of the obligations or other acts of the parties hereto, (b) waive any inaccuracies in the representations and warranties contained herein or in any document, certificate or writing delivered pursuant hereto, or (c) waive compliance with any obligation, covenant, agreement or condition contained herein. Any agreement on the part of a party to any such extension or waiver is valid only if set forth in an instrument or instruments in writing signed by the party against whom enforcement of any such extension or waiver is sought. No failure or delay on the part of any party hereto in the exercise of any right hereunder shall impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty, covenant or agreement.

Section 10.6 Successors and Assigns

. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns, provided, however, that no party hereto may assign its rights or delegate its obligations under this Agreement without the express prior written consent of the other party hereto. Except as provided in Article VIII, nothing in this Agreement is intended to confer upon any person not a party hereto (and their successors and assigns) any rights, remedies, obligations or liabilities under or by reason of this Agreement.

Section 10.7 Survival of Representations, Warranties and Covenants

. The representations and warranties contained herein shall survive the Closing and shall thereupon terminate two (2) years from the Closing. Any claim for indemnification for breach of representation or warranty must be brought within two years from the Closing. All covenants and agreements contained herein which by their terms contemplate actions following the Closing shall survive the Closing and remain in full force and effect in accordance with their terms.

Section 10.8 Headings; Definitions

. The Section and Article headings contained in this Agreement are inserted for convenience of reference only and will not affect the meaning or interpretation of this Agreement. All references to Sections, Schedules or Articles contained herein mean Sections, Schedules or Articles of this Agreement unless otherwise stated. All capitalized terms defined herein are equally applicable to both the singular and plural forms of such terms.

Section 10.9 Severability

. If any provision of this Agreement or the application thereof to any Person or circumstance is

held to be invalid or unenforceable to any extent, the remainder of this Agreement shall remain in full force and effect and shall be reformed to render the Agreement valid and enforceable while reflecting to the greatest extent permissible the intent of the parties.

Section 10.10 Specific Performance

. The parties hereto agree that in the event that any party fails to consummate the Exchange in accordance with the terms of this Agreement, irreparable damage would occur, no adequate remedy at law would exist and damages would be difficult to determine. It is accordingly agreed that the parties shall be entitled to specific performance in such event, without the necessity of proving the inadequacy of money damages as a remedy, in addition to any other remedy at law or in equity.

Section 10.11 Notices

. All notices hereunder shall be sufficiently given for all purposes hereunder if in writing and delivered personally, sent by documented overnight delivery service or, to the extent receipt is confirmed, facsimile, email or other electronic transmission service to the appropriate address or number as duly notified by a party hereto pursuant to the provisions of this

Section 10.12 Governing Law

. This Agreement shall be governed by and construed in accordance with the laws of the State of California, United States of America, without regard to the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

Section 10.13 Consent to Jurisdiction

. Any action, suit or other legal proceeding which is commenced to resolve any matter arising under or relating to any provision of this Agreement shall be commenced only in a state or federal court of competent jurisdiction the State of California, County of Los Angeles, and the parties hereto each consents to the jurisdiction of such a court.

Section 10.14 Counterparts

. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be signed by their respective officers hereunto duly authorized, all as of the date first written above.

GSMC HOLDING CO., INC.

FLUID SOLUTIONS, INC.

By: _____
Agata Gotova,
Chief Executive Officer

By: _____
Pantelis Zachos, Chief Executive
Officer

#

By: _____
Araik Khachatryan

By: _____
Zurab Chavchavadze

By: _____
Agata Gotova

Schedule of stock issuances:

49,000,000 post split shares to Araik Khachatryan

15,000,000 post split shares to Agata Gotova

2,000,000 post split shares to Zurab Chavchavadze

Schedule I-#

EXHIBIT A

Investor Questionnaire

Please check the applicable box –

The undersigned is an accredited investor by reason of coming within one of the following categories:

- 1. A natural person whose net worth, either individually or jointly with such person's spouse, at the time of the undersigned's receipt the shares exceeds \$1,000,000;
- 2. A natural person who had an individual income in excess of \$200,000, or joint income with that person's spouse in excess of \$300,000, in the two most recent years and reasonably expects to have individual income reaching the same level in the current year;
- 3. A bank as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act. whether acting in its individual or fiduciary capacity;
- 4. A broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934;
- 5. An insurance company as defined in Section 2(13) of the Securities Act;
- 6. An investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act;
- 7. A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958;
- 8. A plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees. if such plan has total assets in excess of \$5,000,000;
- 9. An employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
- 10. A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;
- 11. An organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the shares, with total assets in excess of \$5,000,000;
- 12. An executive officer or director of GSMC.
- 13. A trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the shares, whose purchase is directed by a sophisticated person who has such knowledge and experience in financial and business matters that such person is capable of evaluating the merits and risks of investing in GSMC; or
- 14. An entity in which all of the equity owners qualify under any of the above subparagraphs. If the undersigned belongs to this category only, a list of the equity owners of the undersigned, and each such equity owner should complete a copy of this questionnaire.

The undersigned has executed this Investor Questionnaire this ____ day of _____, 2009.

(Print Name of Investor)

By: _____
Name:
Title:

Address

(City, State and Zip Code/Postal Code)

Country

Exhibit C