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): June 13, 2008

SICLONE INDUSTRIES, INC.

(Exact name of registrant as specified in its charter)

Delaware	000-25809	87-0426999
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(I.R.S. Employer Identification Number)

1010 N. Central Avenue, Suite 201, Glendale, CA 91202
(Address of principal executive offices) (zip code)

(818) 507-4617
(Registrant's telephone number, including area code)

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(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 (see General Instruction A.2. below):

- ☐ 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 a Material Definitive Agreement.

On June 13, 2008, Siclone Industries, Inc. (the "Company"). Apollo Acquisition Co., Inc.., a wholly-owned subsidiary of the Company ("Acquisition"), Apollo Medical Management, Inc. ("Apollo"), and the shareholders of Apollo (the "Apollo shareholders"), entered into an Agreement and Plan of Merger (the "Merger Agreement"). Pursuant to the terms of the Merger Agreement, Apollo merged with and into Acuisition, which became a wholly-owned subsidiary of the Company (the "Merger"). In consideration for the merger, the Company issued an aggregate of 20,933,490 shares of common stock to the Apollo Shareholders at the closing of the merger.

In accordance with the terms of the Merger Agreement, Mr. Paul Adams, the former Chief Executive Officer and Principal Accounting Officer and a current director of the Company, returned for cancellation 9,990,000 shares of common stock of the Company.

Item 2.01 Completion of Acquisition of Disposition of Assets

Description of Apollo

Apollo was incorporated under the laws of the State of Delaware on October 17, 2006 and is headquartered in Glendale, California. Apollo is a medical management company focused on managing the provision of hospital-based medicine through its affiliated medical groups, which currently consist of ApolloMed Hospitalists ("AMH") and Apollo Medical Associates ("AMA"). The Company's goal is to become a leading provider of management services to medical groups that provide comprehensive inpatient care services such as hospitalists, emergency room physicians, and other hospital-based specialists.

Apollo is currently operating under an oral agreement to provide management services to AMH and AMA, both of which are affiliates of Apollo, by virtue of their common management and/or common ownership by Warren Hosseinion, M.D. and Adrian Vazquez, M.D. AMH was founded in May 2001 and currently provides hospitalist services at ten hospitals. AMA was founded in October 2006 as a vehicle for acquisition of hospital-based medical practices.

AMH and Drs. Hosseinion and Vazquez developed and own, ApolloWeb, a proprietary web-based, practice management software program for hospital-based physicians. Under the oral agreement, Apollo is permitted to use the Apollo Web software free of charge in exchange for its management services. Apollo is currently negotiating the terms of a formal management services agreement with AMH. In addition, Apollo is currently negotiating to acquire the ApolloWeb software from Drs. Hosseinion and Vazquez.

Relationships with Physician Practices. Apollo provides its services through physician practices with which it has one of two types of relationships:

- Owned Practices: Apollo could acquire practices in states which do not prohibit the corporate practice of medicine, and
- Managed Practices: Apollo intends to manage practices, in states that prohibit the corporate practice of medicine. These practices are expected to become wholly-owned subsidiaries of AMA.

Owned Practices. In a typical owned practice, Apollo intends to acquire all, or substantially all, of the assets of a physician practice from the owner physicians. Apollo expects to establish a wholly-owned subsidiary to own and operate this practice, and expects to enter into employment agreements with the selling physicians, which could provide for base compensation and incentive compensation based upon increases in operating earnings.

Managed Practices. In a typical managed practice, Apollo or one of its management subsidiaries will acquire all of the non-medical assets of a physician practice from the owner physicians, or their professional organization, as the case may be, and then enter into a management agreement with the physician organization to manage the practice for a fee. The management agreement is usually for a 20-year term.

In effecting such an acquisition, one of the Apollo's existing, or newly formed, affiliated medical groups generally acquires medical assets, including such things as HMO contracts, provider contracts and patient records from the owner physicians, or their professional organization, as the case may be. If related non-medical assets are to be acquired as part of the acquisition, such as, management contracts, furniture, fixtures or equipment, non-medical personnel or real property leases, these are, as noted above, expected to be acquired by Apollo. In some cases, the stock of an acquisition candidate is acquired rather than its assets.

Hospitalist Industry Overview

Hospitalists are physicians who spend their professional time serving as the physicians-of-record for inpatients, during which time they accept "hand-offs" of hospitalized patients from primary care providers, returning the patients back to the care of their primary care providers at the time of hospital discharge. The number of hospitalists has grown from a few hundred in 1996 to over 20,000 today in response to a need for more efficient delivery of inpatient care according to the Society of Hospital Medicine. It is anticipated that as many as 33,000 hospitalists may be currently needed for full coverage of inpatients in the United States.

Rising healthcare expenditures is a key motivating factor behind the utilization of hospitalists. An aging population, advancements in medical technology, and the rising cost of pharmaceuticals are just some of the forces which are driving up healthcare expenditures.

Hospital medicine has developed as a specialty with unique characteristics and expertise. Hospitalists have specialized skills, knowledge, and relationships that contribute value to hospitals, physicians, patients, and health plans. These skills go beyond the delivery of quality patient care to hospital inpatients and include:

- Providing measurable quality improvement through setting standards and compliance
- Saving money and resources by reducing the patient's length of stay and achieving better utilization
- Improving the efficiency of the hospital by early patient discharge, better throughput in the emergency department (ED), and the opening up of ICU beds
- Creating a seamless continuity from inpatient to outpatient care, from the ED to the floor, and from the ICU to the floor
- Creating teams of healthcare professionals that make better use of the resources at the hospital and create a better working environment for nurses and others
- Creating synergies between emergency and inpatient hospital services by the management of both areas through the Company's strategy of acquisitions of both ER and hospitalist groups
- Managing acutely ill, complex hospitalized patients.

Market Opportunity

In today's healthcare environment, patients are generally admitted to hospitals and cared for by primary care physicians (PCPs). Demands of modern medical practice, however, require that PCPs spend most of their time in outpatient practices limiting their availability to care for hospitalized patients. These requirements and demands have led to ever-diminishing quality of inpatient care, longer hospital stays, and higher costs to the insurance companies. Over the past few years, hospital-based physicians (i.e. those physicians that do not have a separate outpatient practice) are becoming a regular part of the healthcare landscape allowing PCPs to focus on outpatient office visits. According to the Society of Hospital Medicine, a leading trade journal, hospital medicine is the fastest growing medical specialty today growing from a few hundred hospitalists in 1996 to approximately 20,000 hospitalists today. Generally hospital-based physicians:

- are medical doctors that spend their time in the inpatient environment, making them familiar with hospital systems, policies, services, departments, and staff;
- are in-patient experts who possess clinical credibility when addressing key issues regarding the inpatient environment; and
- understand the tradeoffs involved in balancing the needs of the hospital with those of the medical staff; they tend to have an intimate knowledge of the issues that the hospital is facing and are invested in finding solutions to these problems.

Principal Services and Their Markets

Apollo provides management services to medical groups that provide comprehensive inpatient care services in the U.S. by offering a comprehensive set of integrated medical services to hospitals, health carriers and medical groups as well as individual physicians, through its affiliated medical groups, as follows:

Services for Hospitals

- Providing care from the emergency room through hospital discharge
- Admission and care of unassigned and/or uninsured patients
- Inpatient internal medicine consultation services
- Emergency room Clinical Decision Unit services to improve throughput and ease overcrowding
- Development of hospital-based physicians programs, including pulmonary, critical care, cardiology and nephrology
- 24/7 in-hospital inpatient coverage services
- Development of evidence-based medicine protocols for common diagnoses
- Implementation of patient safety guidelines
- Education of nurses and hospital staff
- Analysis of statistics via the ApolloWeb (discussed further below) database, including length of stay, bed days/1000 admissions, and readmission rates
- Care of patients at academic medical centers, including the education of medical students, interns and residents

Services for Health Carriers and Medical Groups

- Admission and care of assigned patients
- Consistent communication with primary care physicians upon admission, during the patient's hospital stay, and upon discharge
- Rapid transfer of out-of-network patients back to designated hospitals
- 24/7 in-hospital inpatient coverage services
- Consistent communication with case managers, social workers, and medical group personnel
- Hospital-based physician consulting services
- Analysis of statistics via the ApolloWeb database technology.

Services for Individual Physicians

Hospital-based services for physicians on weekends, holidays, or for those who do not wish to come to the hospital; primary care physicians can benefit from this arrangement because they have more time to focus on outpatient care.

Competition

Apollo faces competition from numerous small hospitalist and emergency room practices as well as several large physician groups. Some of these groups are funded by well capitalized venture capital firms and others.

- IPC (NASDAQ: IPCM). IPC was founded in 1995 and employs over 400 physicians. Practice locations include: Chicago, Dallas, Denver, Fort Worth, Houston, Las Vegas, Oakland, Oklahoma City, Phoenix, San Antonio, St. Louis, and Tucson. IPC's venture capital investors include Morgenthaler Venture Partners, Bessemer Venture Partners, Piper Jaffrey, Crucible Group, Bank America Ventures, and CB Health Ventures. IPC recently completed an Initial Public Offering (IPO).

- Emergency Medical Services Corporation (NYSE:EMS). EMS through its subsidiaries, provides emergency medical services in the United States. It operates through two segments: AMR and EmCare. AMR segment provides emergency and non-emergency ambulance transport and related services in the United States. EmCare segment provides outsourced emergency department and hospitalist staffing, and related management services. Today, EmCare employs over 240 full-time hospitalists. EMS is headquarted in Greenwood Village, Colorado.

- Cogent Healthcare. Cogent was founded in 1997 and employs over 130 hospitalists. They have practice locations in New York City, Jackson, MS, Brockton, MA, Richland, WA, Albany, GA, Fayetteville, NC, Ft. Myers, FL, Decatur, AL, and Milwaukee. Cogent's venture capital investors include: Crosspoint Venture Partners, CCP Equity Partners, Versant Ventures, Accel Partners, and Mission Partners.

- TeamHealth. TeamHealth was founded in 1979 to provide emergency department administrative and staffing services. The company subsequently developed a hospitalist division, and now employs more than 400 hospitalists. TeamHealth was acquired by The Blackstone Group in 2005.

Growth Strategy, Competitive Position in Industry and Methods of Competition

Apollo anticipates that it will grow by two primary methods, organic growth and acquisitions.

Organic Growth

Apollo has initiated a marketing plan focused on targeting hospitals, hospital chains, health carriers/HMOs, medical groups and individual physicians. Apollo also plans to commence a physician recruitment campaign aimed at attracting physicians to meet the expected increase in demand for its services. This campaign will be driven by utilizing direct contacts with internal medicine residency programs, advertising in professional journals, and on-line advertising. Apollo believes it has a competitive advantage in attracting highly qualified physicians by offering recruits, through its affiliated medical groups, competitive salary and benefits including, if appropriate, incentive-based stock options as part of the compensation package.

Key personnel are expected to be added in order implement the Apollo's growth strategy. Management believes that this will include a marketing division, establishing a physician recruiting division, expanding the billing department, and establishing a case management division. Apollo also intends to upgrade its information technology systems to keep pace with growth. This could include: (1) upgrading the ApolloWeb technology, (2) integration of billing and collections functions, (3) electronic medical records, and (4) upgrading the wireless technology system.

Acquisitions

Apollo also plans to grow through mergers/acquisitions. Targeted mergers/acquisitions will focus on hospitalist groups, emergency room physician groups, and other hospital-based specialty physicians. Apollo has identified a number of small group practices, as well as larger groups with between 40 and 200 physicians that may be potential merger/acquisition candidates. Apollo believes that it may have a competitive advantage in closing potential mergers/acquisitions as a publicly-traded company, which could provide Apollo with access to additional capital and the ability to utilize its stock as part of the compensation package to the stockholders of the target companies.

Customers

Apollo currently provides management services to AMH.

AMH, which was founded in May 2001 by Drs. Hosseinion and Vazquez, has developed the following portfolio of hospitalist contracts, all of which will be under management by Apollo:

- May, 2001: AMH enters into an agreement with Glendale Memorial Medical Group to take care of inpatients at Glendale Memorial Hospital.
- September, 2001: AMH enters into an agreement with Preferred IPA to take care of inpatients at Glendale Memorial Hospital and Glendale Adventist Hospital.
- January, 2002: AMH enters into an agreement with Glendale Physician's Alliance (GPA) to take care of its inpatients at Glendale Memorial Hospital and Glendale Adventist Hospital.
- July, 2002: AMH enters into an agreement with Lakeside IPA to take care of its inpatients at Glendale Memorial Hospital and Glendale Adventist Hospital.
- January, 2003: AMH enters into an agreement with La Vida Medical Group to take care of its inpatients at Providence-St. Joseph's Hospital in Burbank.
- November, 2003: AMH enters into an agreement with La Vida Medical Group to take care of its inpatients at Glendale Memorial Hospital and Glendale Adventist Hospital.
- February, 2005: AMH enters into an agreement with Glendale Adventist Hospital to provide inpatient care of hospital employees and their families.
- May, 2005: AMH enters into an agreement with Verdugo Hills Medical Group to take care of its inpatients at Glendale Memorial Hospital and Glendale Adventist Hospital.
- August, 2005: AMH enters into an agreement with Family Care Specialists (FCS) to take care of its inpatients at Glendale Memorial Hospital and Glendale Adventist Hospital.
- September, 2005: AMH enters into an agreement with Regal Medical Group to take care of its inpatients at Providence-St. Joseph's Hospital, Glendale Memorial Hospital and Glendale Adventist Hospital.
- November, 2005: AMH enters into an agreement with Healthcare Partners Medical Group to take of its inpatients at Glendale Memorial Hospital.
- April, 2006: AMH enters into an agreement with LaVida Medical Group to take care of its inpatients at Daniel Freeman Memorial Hospital, Centinela Hospital, Daniel Freeman Marina Hospital, and Memorial Hospital of Gardena.
- January, 2007: AMH enters into an agreement with Allied Physicians of California to take care of its inpatients at San Gabriel Valley Medical Center, Garfield Medical Center, and Alhambra Hospital.

Technology

AMH and Drs. Hosseinion and Vazquez have developed, and own, a proprietary web-based, practice management software program for hospital-based physicians. The system, known as ApolloWeb allows a physician to enter patient information in real-time at a patient's bedside via a 3G broadband-enabled PDA or a desktop computer. ApolloWeb is capable of generating:

- real-time, comprehensive statistical data
- complete HCFA **(**Health Care Financing Administration**)** billing forms
- patient admissions and discharge summaries, including major test results and necessary follow-ups
- faxes or emails to primary care physicians with the aforementioned information.

It is expected that additional features will be added to enhance the ApolloWeb technology, several of which include an Electronic Medical Record (EMR) platform and a quality control component in the near future.

In exchange for Apollo's management services, AMH and Drs. Hosseinion and Vazquez currently make ApolloWeb available to the Company for its use at no charge in its business and operations. Apollo is currently negotiating to acquire the rights to the ApolloWeb technology from AMH, and Drs. Hosseinion and Vazquez.

Regulatory Matters

Significant Federal and State Healthcare Laws Governing Our Business

As a healthcare company, Apollo's operations and relationships with healthcare providers such as hospitals, other healthcare facilities, and healthcare professionals are subject to extensive and increasing regulation by numerous federal, state, and local government entities. These laws and regulations often are interpreted broadly and enforced aggressively by multiple government agencies, including the U.S. Department of Health and Human Services Office of the Inspector General, or the OIG, the U.S. Department of Justice, and various state authorities. We have included brief descriptions of some, but not all, of the laws and regulations that affect Apollo's business.

Imposition of sanctions associated with a violation of any of these healthcare laws and regulations could have a material adverse effect on our business, financial condition and results of operations. Apollo cannot guarantee that its arrangements or business practices will not be subject to government scrutiny or be found to violate certain healthcare laws. Government investigations and prosecutions, even if Apollo is ultimately found to be without fault, can be costly and disruptive to its business. Moreover, changes in healthcare legislation or government regulation may restrict our existing operations, limit the expansion of our business or impose additional compliance requirements and costs, any of which could have a material adverse affect on its business, financial condition and results of operations.

False Claims Acts

The federal civil False Claims Act imposes civil liability on individuals or entities that submit false or fraudulent claims for payment to the federal government. The False Claims Act provides, in part, that the federal government may bring a lawsuit against any person whom it believes has knowingly or recklessly presented, or caused to be presented, a false or fraudulent request for payment from the federal government, or who has made a false statement or used a false record to get a claim for payment approved. Private parties may initiate *qui tam* whistleblower lawsuits against any person or entity under the False Claims Act in the name of the government and may share in the proceeds of a successful suit.

The federal government has used the False Claims Act to prosecute a wide variety of alleged false claims and fraud allegedly perpetrated against Medicare and state healthcare programs. By way of illustration, these prosecutions may be based upon alleged coding errors, billing for services not rendered, billing services at a higher payment rate than appropriate, and billing for care that is not considered medically necessary. The government and a number of courts also have taken the position that claims presented in violation of certain other statutes, including the federal Anti-Kickback Statute or the Stark Law, can be considered a violation of the False Claims Act based on the theory that a provider impliedly certifies compliance with all applicable laws, regulations, and other rules when submitting claims for reimbursement.

Penalties for False Claims Act violations include fines ranging from $5,500 to $11,000 for each false claim, plus up to three times the amount of damages sustained by the government. A False Claims Act violation may provide the basis for the imposition of administrative penalties as well as exclusion from participation in governmental healthcare programs, including Medicare and Medicaid. In addition to the provisions of the False Claims Act, which provide for civil enforcement, the federal government also can use several criminal statutes to prosecute persons who are alleged to have submitted false or fraudulent claims for payment to the federal government.

A number of states have enacted false claims acts that are similar to the federal False Claims Act. Even more states are expected to do so in the future because Section 6031 of the Deficit Reduction Act of 2005, or the DRA, amended the federal law to encourage these types of changes, along with a corresponding increase in state initiated false claims enforcement efforts. Under the DRA, if a state enacts a false claims act that is at least as stringent as the federal statute and that also meets certain other requirements, the state will be eligible to receive a greater share of any monetary recovery obtained pursuant to certain actions brought under the state's false claims act. The OIG, in consultation with the Attorney General of the United States, is responsible for determining if a state's false claims act complies with the statutory requirements. Currently, 19 states and the District of Columbia have some form of a state false claims acts. As of August 2007, the OIG has determined that eight of these satisfy the DRA standards, and we anticipate this figure will continue to increase. As of August 2007, the eight states are: Hawaii, Illinois, Massachusetts, Nevada, New York, Tennessee, Texas and Virginia. Of the sixteen states in which we currently operate, the following nine states have some form of a state false claims act: California, Florida, Georgia, Illinois, Michigan, Nevada, Oklahoma, Tennessee and Texas.

Anti-Kickback Statutes

The federal Anti-Kickback Statute contained in the Social Security Act prohibits the knowing and willful offer, payment, solicitation or receipt of any form of remuneration in return for, or to induce, (1) the referral of a beneficiary of Medicare, Medicaid or other governmental healthcare programs, (2) the furnishing or arranging for the furnishing of items or services reimbursable under Medicare, Medicaid or other governmental healthcare programs or (3) the purchase, lease, or order or arranging or recommending the purchasing, leasing or ordering of any item or service reimbursable under Medicare, Medicaid or other governmental healthcare programs. Some courts and the OIG interpret the statute to cover any arrangement where even one purpose of the remuneration is to influence referrals. A violation of the Anti-Kickback Statute is a felony punishable by imprisonment, and criminal and civil fines of up to $50,000 per violation and three times the amount of the unlawful remuneration. A violation also can result in exclusion from Medicare, Medicaid or other governmental healthcare programs.

Due to the breadth of the Anti-Kickback Statute's broad prohibition, there are a few statutory exceptions that protect various common business transactions and arrangements from prosecution. In addition, the OIG has published safe harbor regulations that outline other arrangements that also are deemed protected from prosecution under the Anti-Kickback Statute, provided all applicable criteria are met. The failure of an activity to meet all of the applicable safe harbor criteria does not necessarily mean that the particular arrangement violates the Anti-Kickback Statute, but these arrangements will be subject to greater scrutiny by enforcement agencies.

Some states have enacted statutes and regulations similar to the Anti-Kickback Statute, but which may be applicable regardless of the payor source of the patient. These state laws may contain exceptions and safe harbors that are different from those of the federal law and that may vary from state to state.

Federal Stark Law

The federal Stark Law, also known as the physician self-referral law, generally prohibits a physician from referring Medicare and Medicaid patients to an entity (including hospitals) providing ''designated health services,'' if the physician or a member of the physician's immediate family has a ''financial relationship'' with the entity, unless a specific exception applies. Designated health services include, among other services, inpatient and outpatient hospital services, clinical laboratory services, certain imaging services, and other items or services that our affiliated physicians may order. The prohibition applies regardless of the reasons for the financial relationship and the referral; and therefore, unlike the federal Anti-Kickback Statute, intent to violate the law is not required. Like the Anti-Kickback Statute, the Stark Law contains a number of statutory and regulatory exceptions intended to protect certain types of transactions and business arrangements from penalty. Compliance with all elements of the applicable Stark Law exception is mandatory.

The penalties for violating the Stark Law include the denial of payment for services ordered in violation of the statute, mandatory refunds of any sums paid for such services and civil penalties of up to $15,000 for each violation, double damages, and possible exclusion from future participation in the governmental healthcare programs. A person who engages in a scheme to circumvent the Stark Law's prohibitions may be fined up to $100,000 for each applicable arrangement or scheme.

Some states have enacted statutes and regulations similar to the Stark Law, but which may be applicable to the referral of patients regardless of their payor source and which may apply to different types of services. These state laws may contain statutory and regulatory exceptions that are different from those of the federal law and that may vary from state to state.

Health Information Privacy and Security Standards

Among other directives, the Administrative Simplification Provisions of the Health Insurance Portability and Accountability Act of 1996, or HIPAA, required the Department of Health and Human Services, or the HHS, to adopt standards to protect the privacy and security of certain health-related information. The HIPAA privacy regulations contain detailed requirements concerning the use and disclosure of individually identifiable health information by "HIPAA covered entities," which include entities like Apollo, our affiliated hospitalists, and practice groups.

In addition to the privacy requirements, HIPAA covered entities must implement certain administrative, physical, and technical security standards to protect the integrity, confidentiality and availability of certain electronic health information received, maintained, or transmitted. HIPAA also implemented the use of standard transaction code sets and standard identifiers that covered entities must use when submitting or receiving certain electronic healthcare transactions, including activities associated with the billing and collection of healthcare claims.

Violations of the HIPAA privacy and security standards may result in civil and criminal penalties, including: (1) civil money penalties of $100 per incident, to a maximum of $25,000, per person, per year, per standard violated and (2) depending upon the nature of the violation, fines of up to $250,000 and imprisonment for up to ten years.

Many states in which we operate also have laws that protect the privacy and security of confidential, personal information. These laws may be similar to or even more protective than the federal provisions. Not only may some of these state laws impose fines and penalties upon violators, but some may afford private rights of action to individuals who believe their personal information has been misused.

Fee-Splitting and Corporate Practice of Medicine

Some states have laws that prohibit business entities, such as Apollo, from practicing medicine, employing physicians to practice medicine, exercising control over medical decisions by physicians, also known collectively as the corporate practice of medicine, or engaging in certain arrangements, such as fee-splitting, with physicians. In some states these prohibitions are expressly stated in a statute or regulation, while in other states the prohibition is a matter of judicial or regulatory interpretation. Of the sixteen states in which we currently operate, we believe that the following nine states prohibit the corporate practice of medicine: California, Colorado, Georgia, Illinois, Michigan, Nevada, North Carolina, Tennessee and Texas.

Apollo operates by maintaining long-term management contracts with affiliated professional organizations, which are each owned and operated by physicians and which employ or contract with additional physicians to provide hospitalist services. Under these arrangements, we perform only non-medical administrative services, do not represent that we offer medical services, and do not exercise influence or control over the practice of medicine by the physicians or the affiliated professional organizations.

Some of the relevant laws, regulations, and agency interpretations in the states in which we operate have been subject to limited judicial and regulatory interpretation. Moreover, state laws are subject to change and regulatory authorities and other parties, including our affiliated physicians, may assert that, despite these arrangements, we are engaged in the prohibited corporate practice of medicine or that our arrangements constitute unlawful fee-splitting. If this occurred, we could be subject to civil or criminal penalties, our contracts could be found legally invalid and unenforceable (in whole or in part), or we could be required to restructure our contractual arrangements.

Deficit Reduction Act of 2005

Among other mandates, the Deficit Reduction Act of 2005, or the DRA, created a new Medicaid Integrity Program designed to enhance federal and state efforts to detect Medicaid fraud, waste and abuse. Additionally, section 6032 of the DRA requires entities that make or receive annual Medicaid payments of $5.0 million or more from any one state to provide their employees, contractors and agents with written policies and employee handbook materials on federal and state False Claims Acts and related statues. At this time, we are not required to comply with section 6032 because we receive less than $5.0 million in Medicaid payments annually from any one state. However, we will likely be required to comply in the future as our Medicaid billings increase, but we cannot predict when that will occur. We also cannot predict what new state statutes or enforcement efforts may emerge from the DRA and what impact they may have on our operations.

Other Federal Healthcare Fraud and Abuse Laws

We are also subject to other federal healthcare fraud and abuse laws. Under HIPAA, there are two additional federal crimes that could have an impact on our business: ''Health Care Fraud'' and ''False Statements Relating to Health Care Matters.'' The Health Care Fraud statute prohibits any person from knowingly and recklessly executing a scheme or artifice to defraud any healthcare benefit program. Healthcare benefit programs include both government and private payors. A violation of this statute is a felony and may result in fines, imprisonment and/or exclusion from governmental healthcare programs.

The False Statements Relating to Health Care Matters statute prohibits knowingly and willfully falsifying, concealing or covering a material fact by any trick, scheme or device or making any materially false, fictitious or fraudulent statement in connection with the delivery of or payment for healthcare benefits, items or services. A violation of this statute is a felony and may result in fines and/or imprisonment.

The OIG may impose administrative sanctions or civil monetary penalties against any person or entity that knowingly presents or causes to be presented a claim for payment to a governmental healthcare program for services that were not provided as claimed, is fraudulent, is for a service by an unlicensed physician, or is for medically unnecessary services. Violations may result in penalties of up to $10,000 per claim, treble damages, and exclusion from governmental healthcare funded programs, such as Medicare and Medicaid. In addition, the OIG may impose administrative sanctions against any physician who knowingly accepts payment from a hospital as an inducement to reduce or limit services provided to Medicare and Medicaid program beneficiaries.

Other State Fraud and Abuse Provisions

In addition to the state laws previously described, we also are subject to other state fraud and abuse statutes and regulations. Many of the states in which we operate have adopted a form of anti-kickback law, self-referral prohibition, and false claims and insurance fraud prohibition. The scope of these laws and the interpretations of them vary from state to state and are enforced by state courts and regulatory authorities, each with broad discretion. Generally, state laws reach to all healthcare services and not just those covered under a governmental healthcare program. A determination of liability under any of these laws could result in fines and penalties and restrictions on our ability to operate in these states. We cannot assure that our arrangements or business practices will not be subject to government scrutiny or be found to violate applicable fraud and abuse laws.

Fair Debt Collection Practices Act

Some of our operations may be subject to compliance with certain provisions of the Fair Debt Collection Practices Act and comparable statutes in many states. Under the Fair Debt Collection Practices Act, a third-party collection company is restricted in the methods it uses to contact consumer debtors and elicit payments with respect to placed accounts. Requirements under state collection agency statutes vary, with most requiring compliance similar to that required under the Fair Debt Collection Practices Act.

U.S. Sentencing Guidelines

The U.S. Sentencing Guidelines are used by federal judges in determining sentences in federal criminal cases. The guidelines are advisory, not mandatory. With respect to corporations, the guidelines states that having an effective ethics and compliance program may be a relevant mitigating factor in determining sentencing. To comply with the guidelines, the compliance program must be reasonably designed, implemented, and enforced such that it is generally effective in preventing and detecting criminal conduct. The guidelines also state that a corporation should take certain steps such as periodic monitoring and appropriately responding to detected criminal conduct. Apollo has yet to develop a formal ethics and compliance program.

Licensing, Certification, Accreditation and Related Laws and Guidelines

Clinical personnel of Apollo's affiliated companies are subject to numerous federal, state and local licensing laws and regulations, relating to, among other things, professional credentialing and professional ethics. Since Apollo performs services at hospitals and other types of healthcare facilities, it may indirectly be subject to laws applicable to those entities as well as ethical guidelines and operating standards of professional trade associations and private accreditation commissions, such as the American Medical Association and the Joint Commission on Accreditation of Health Care Organizations. There are penalties for non-compliance with these laws and standards, including loss of professional license, civil or criminal fines and penalties, loss of hospital admitting privileges, and exclusion from participation in various governmental and other third-party healthcare programs.

Professional Licensing Requirements

Apollo's affiliated hospitalists must satisfy and maintain their professional licensing in the states where they practice medicine. Activities that qualify as professional misconduct under state law may subject them to sanctions, or to even lose their license and could, possibly, subject us to sanctions as well. Some state boards of medicine impose reciprocal discipline, that is, if a physician is disciplined for having committed professional misconduct in one state where he or she is licensed, another state where he or she is also licensed may impose the same discipline even though the conduct occurred in another state. Professional licensing sanctions may also result in exclusion from participation in governmental healthcare programs, such as Medicare and Medicaid, as well as other third-party programs.

Employees

As of June 13, 2008, Apollo employs a total of 7 employees. Apollo believes that it has a good working relationship with its employees. The company is not a party to any collective bargaining agreements.

Description of Property

Apollo's principal executive offices are located at 1010 N. Central Avenue, Suite 201, Glendale, California. This office consists of approximately 500 square feet of space which we rent for $1,800 per month. This office is leased on a month-to-month basis. Apollo believes that its current office space are sufficient to meet our present needs and do not anticipate any difficulty securing alternative or additional space, as needed, on terms acceptable.

Legal Proceedings

From time to time, Apollo may become involved in various lawsuits and legal proceedings, which arise in the ordinary course of business. However, litigation is subject to inherent uncertainties, and an adverse result in these or other matters may arise from time to time that may harm our business. Apollo is not currently not aware of any such legal proceedings or claims that it believe will have, individually or in the aggregate, a material adverse affect on our business, financial condition or operating results.

RISK FACTORS

Risk Relating to Our Business

Apollo has a limited operating history that makes it impossible to reliably predict future growth and operating results.

Apollo was incorporated on October 19, 2006, and will serve as the management company initially for two medical groups, AMH and AMA. Accordingly, Apollo has a limited operating history upon which you can evaluate its business prospects, which makes it difficult to forecast Apollo's future operating results. The evolving nature of the current medical services industry increases these uncertainties.

Apollo has an unproven business model with no assurance of significant revenues or operating profit.

The current business model is unproven and the profit potential, if any, is unknown at this time. Apollo is subject to all of the risks inherent in the creation of a new business. Apollo has not yet commenced full operations and its ability to achieve profitability is dependent, among other things, on its initial marketing to generate sufficient operating cash flow to fund future expansion. There can be no assurance that Apollo's results of operations or business strategy will achieve significant revenue or profitability.

The growth strategy of Apollo may not prove viable and expected growth and value may not be realized.

Apollo's strategy is to rapidly grow by financing the acquisition and establishment, and managing a network, of medical groups providing certain hospital-based services, as described in more detail below. Where permitted by local law, Apollo may also acquire such medical groups directly. Groups managed (or owned) by the Apollo are referred to herein as "Affiliated Medical Groups." Identifying quality acquisition candidates is a time-consuming and costly process. There can be no assurance that Apollo will be successful in identifying and establishing relationships with these and other candidates. If Apollo is successful in identifying and acquiring other businesses, there is no assurance that it will be able to manage the growth of such businesses effectively.

The success of Apollo's growth strategy depends on the successful identification, completion and integration of acquisitions.

Apollo's future success will depend on the ability to identify, complete, and integrate the acquired businesses with Apollo's existing operations. The growth strategy will result in additional demands on Apollo's infrastructure, and will place further strain on limited management, administrative, operational, financial and technical resources. Acquisitions involve numerous risks, including, but not limited to:

- the possibility that Apollo is not able to identify suitable acquisition candidates or consummate acquisitions on acceptable terms, if at all;
- possible decreases in capital resources or dilution to existing stockholders;
- difficulties and expenses incurred in connection with an acquisition;
- the diversion of management's attention from other business concerns;
- the difficulties of managing an acquired business;
- the potential loss of key employees and customers of an acquired business;
- in the event that the operations of an acquired business do not meet expectations, Apollo may be required to restructure the acquired entity or write-off the value of some or all of the assets of the acquisition.

Apollo's future growth could be harmed if it loses the services of its key personnel.

Apollo's success depends upon the services of a number of key employees, specifically Warren Hosseinion, M.D. and Adrian Vazquez, M.D., and will depend upon certain other additional key employees. Apollo is planning on entering into employment agreements with and acquiring key man life insurance for Drs. Hosseinion and Vazquez, and other key executives hired in the future. The loss of the services of one or more of these key employees could harm Apollo's business. Apollo's success also depends upon its ability to attract highly skilled new employees. Competition for such employees is intense in the industries and geographic areas in which it operates. Apollo may rely on its ability to grant stock options as one mechanism for recruiting and retaining highly skilled talent. Recently proposed accounting regulations requiring the expensing of stock options may impair Apollo's future ability to provide these incentives without incurring significant compensation costs. If the Company is unable to compete successfully for key employees, its results of operations, financial condition, business and prospects could be adversely affected.

Economic conditions or changing consumer preferences could adversely impact Apollo.

A downturn in economic conditions in one or more of its markets could have a material adverse effect on the results of operations, financial condition, business and prospects. Although Apollo attempts to stay informed of customer preferences, any sustained failure to identify and respond to trends could have a material adverse effect on its results of operations, financial condition, business and prospects**.**

Apollo may be unable to scale its operations successfully.

Apollo's growth strategy will place significant demands on management and its financial, administrative and other resources. Operating results will depend substantially on the ability of its officers and key employees to manage changing business conditions and to implement and improve its financial, administrative and other resources. If Apollo is unable to respond to and manage changing business conditions, or the scale of its operations, then the quality of its services, its ability to retain key personnel, and its business could be harmed.

Apollo may be unable to integrate new business entities and manage its growth.

Apollo's ability to manage its growth effectively will require it to continue to improve its operational, financial and management controls and information systems to accurately forecast sales demand, to manage its operating costs, manage its marketing programs in conjunction with an emerging market, and attract, train, motivate and manage its employees effectively. If management fails to manage the expected growth, Apollo's results of operations, financial condition, business and prospects could be adversely affected. In addition, Apollo's growth strategy may depend on effectively integrating future entities, which requires cooperative efforts from the managers and employees of the respective business entities. If Apollo's management is unable to effectively integrate its various business entities, its results of operations, financial condition, business and prospects could be adversely affected.

The Company's success depends upon its ability to adapt to a changing market and its continued development of additional services.

Although Apollo believes that it will provide a broad and competitive range of services, there can be no assurance of acceptance by the marketplace. The procurement of new contracts by Apollo's Affiliated Medical Groups may be dependent upon the continuing results achieved at the current facilities**,** upon pricing and operational considerations, as well as the potential need for continuing improvement to existing services. Moreover, the markets for such services may not develop as expected nor can there be any assurance that Apollo will be successful in its marketing of any such services.

Changes associated with reimbursement by third-party payers for Apollo's services may adversely affect operating results and financial condition.

The medical services industry is undergoing significant changes with third-party payers that are taking measures to reduce reimbursement rates or in some cases, denying reimbursement altogether. There is no assurance that third party payers will continue to pay for the services provided by Apollo's Affiliated Medical Groups. Failure of third party payers to adequately cover the medical services so provided by Apollo will have a material adverse affect on Apollo's results of operations, financial condition, business and prospects.

The medical services industry is highly regulated and failure to comply with laws and regulations applicable to Apollo could have an adverse affect on its financial condition.

The medical services currently provided by Apollo's Affiliated Medical Groups and those expected to be provided in the future are subject to stringent federal, state, and local government health care laws and regulations. If Apollo fails to comply with applicable laws, it could be subject to civil or criminal penalties while also being declined participation in Medicare, Medicaid, and other government sponsored health care programs.

Federal and state healthcare reform may have an adverse effect on the Company's financial condition and results of operations.

Federal and state governments have continued to focus significant attention on health care reform. A broad range of health care reform measures have been introduced in Congress and in state legislatures. It is not clear at this time what proposals, if any, will be adopted, or, if adopted, what effect, if any, such proposals would have on the Company's business.

Regulatory authorities or other persons could assert that current or future relationships with any acquired companies fail to comply with the anti-kickback law.

The anti-kickback provisions of the Social Security Act prohibit anyone from knowingly and willfully (a) soliciting or receiving any remuneration in return for referrals for items and services reimbursable under most federal health care programs or (b) offering or paying any remunerations to induce a person to make referrals for items and services reimbursable under most federal health care programs, which is referred to as the "anti-kickback law". The prohibited remunerations may be paid directly or indirectly, overtly or covertly, in cash or in kind. If such a claim were successfully asserted, Apollo could be subject to civil and criminal penalties and could be required to restructure or terminate the applicable contractual arrangements. If Apollo were subjected to penalties or were unable to successfully restructure its relationships to comply with the anti-kickback law, Apollo's results of operations, financial condition, business and prospects could be adversely affected.

Regulatory authorities could assert that acquisitions or service agreements with third parties fail to comply with the federal Stark Law and state laws prohibiting physicians from referring to entities in which they have a financial interest.

The Stark Law prohibits a physician from making a referral to an entity for the furnishing of federally funded designated health services if the physician has a financial relationship with the entity. Designated health services include clinical laboratory services, physical and occupational therapy services, radiology services such as magnetic resonance imaging (MRI) and ultrasound services, radiation therapy services and supplies, durable medical equipment and supplies, and others. More detailed implementing regulations have been promulgated by the Department of Health and Human Services. Some states have comparable laws restricting referrals for designated health services paid by any payer. Unless an exception is satisfied, these laws and regulations prevent physician investors and other physicians who have a financial relationship with Apollo from referring patients to Apollo for designated health services. The inability of these physicians to refer designated health services to Apollo may have an adverse effect on the Apollo's financial condition and results of operations. In addition, Apollo could be required to restructure or terminate acquisitions or service agreements to ensure compliance with the Stark Law and applicable rules and regulations. The provisions of the self-referral laws, like all statutes affecting the health care industry, and the regulatory implementation and interpretation of them may change, and the nature and timing of any such change cannot be predicted.

Apollo is subject to information privacy regulations.

Numerous state, federal and international laws and regulations govern the collection, dissemination, use and confidentiality of patient-identifiable health information, including the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and related rules and regulations. The HIPAA Privacy Rule restricts the use and disclosure of patient information and requires entities to safeguard that information and to provide certain rights to individuals with respect to that information. The HIPAA Security Rule establishes elaborate requirements for safeguarding patient information transmitted or stored electronically. Apollo may be required to make costly system purchases and modifications to comply with the HIPAA requirements that will be imposed on us. Apollo's failure to comply with these requirements could result in liability and have a material adverse affect on its results of operations, financial condition, business and prospects.

Service Liability Exposure; Litigation Risk; Limited Insurance

Apollo's business may expose it to potential litigation. While Apollo intends to take precautions it deems appropriate, there can be no assurance that it will be able to avoid significant liability or litigation exposure. Service liability insurance is expensive, to the extent it is available at all. There can be no assurance that Apollo will be able to obtain such insurance on acceptable terms, if at all, or that Apollo will be able to secure increased coverage or that any insurance policy will provide adequate protection against successful claims, if at all. A successful claim brought against Apollo in excess of the its insurance coverage would have a material adverse effect upon the Apollo, its results of operations and financial condition.

We face possible liability in connection with the proposed acquisition of a medical management company.

In connection with the proposed acquisition of a medical management company, the billing company was notified approximately one month ago that Medicaid will be auditing some of their billing practices. The audit relates to inadvertent billing of services for which the local hospital also billed. The Medicaid audit is expected to take 6 to 12 months. Assuming that the Company's acquisition of this medical management company is consummated, it is possible that the Company will have the liability to reimburse Medicaid for these charges, along with interest and penalties. The amount of such reimbursement, if any, cannot be estimated at this time, but it could be material. In further negotiations with the medical management company, management of the Company intends to seek a mechanism whereby the Company would be able to recoup any amounts that it must pay to Medicaid. However, no assurance can be given as to whether such negotiations will be successful or whether the transaction will be completed.

***Risks Relating to Our Common Stock*:**

If We Fail To Remain Current On Our Reporting Requirements, We Could Be Removed From The OTC Bulletin Board Which Would Limit The Ability Of Broker-Dealers To Sell Our Securities And The Ability Of Stockholders To Sell Their Securities In The Secondary Market.

Companies trading on the OTC Bulletin Board, such as us, must be reporting issuers under Section 12 of the Securities Exchange Act of 1934, as amended, and must be current in their reports under Section 13, in order to maintain price quotation privileges on the OTC Bulletin Board. If we fail to remain current on our reporting requirements, we could be removed from the OTC Bulletin Board. As a result, the market liquidity for our securities could be severely adversely affected by limiting the ability of broker-dealers to sell our securities and the ability of stockholders to sell their securities in the secondary market.

Our Common Stock Is Subject To The "Penny Stock" Rules Of The SEC And The Trading Market In Our Securities Is Limited, Which Makes Transaction In Our Stock Cumbersome And May Reduce The Value Of An Investment In Our Stock.

The SEC has adopted Rule 3a51-1 which establishes the definition of a "penny stock," for the purposes relevant to us, as any equity security that has a market price of less than $5.00 per share or with an exercise price of less than $5.00 per share, subject to certain exceptions. For any transaction involving a penny stock, unless exempt, Rule 15g-9 requires:

- that a broker or dealer approve a person's account for transactions in penny stocks; and
- the broker or dealer receives from the investor a written agreement to the transaction, setting forth the identity and quantity of the penny stock to be purchased.

In order to approve a person's account for transactions in penny stocks, the broker or dealer must:

- obtain financial information and investment experience objectives of the person; and
- make a reasonable determination that the transactions in penny stocks are suitable for that person and the person has sufficient knowledge and experience in financial matters to be capable of evaluating the risks of transactions in penny stocks.

The broker or dealer must also deliver, prior to any transaction in a penny stock, a disclosure schedule prescribed by the SEC relating to the penny stock market, which, in highlight form:

- sets forth the basis on which the broker or dealer made the suitability determination; and
- that the broker or dealer received a signed, written agreement from the investor prior to the transaction.

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

Generally, brokers may be less willing to execute transactions in securities subject to the "penny stock" rules. This may make it more difficult for investors to dispose of our common stock and cause a decline in the market value of our stock.

Efforts To Comply With Recently Enacted Changes In Securities Laws And Regulations Will Increase Our Costs And Require Additional Management Resources, And We Still May Fail To Comply.

As directed by Section 404 of the Sarbanes-Oxley Act of 2002, the SEC adopted rules requiring public companies to include a report of management on the company's internal controls over financial reporting in their annual reports on Form 10-K. In addition, the public accounting firm auditing the company's financial statements must attest to and report on management's assessment of the effectiveness of the company's internal controls over financial reporting. These requirements are not presently applicable to us but we will become subject to these requirements at the end of 2007. If and when these regulations become applicable to us, and if we are unable to conclude that we have effective internal controls over financial reporting or if our independent auditors are unable to provide us with an unqualified report as to the effectiveness of our internal controls over financial reporting as required by Section 404 of the Sarbanes-Oxley Act of 2002, investors could lose confidence in the reliability of our financial statements, which could result in a decrease in the value of our securities. We have not yet begun a formal process to evaluate our internal controls over financial reporting. Given the status of our efforts, coupled with the fact that guidance from regulatory authorities in the area of internal controls continues to evolve, substantial uncertainty exists regarding our ability to comply by applicable deadlines.

Trading on the OTC Bulletin Board may be volatile and sporadic, which could depress the market price of our common stock and make it difficult for our stockholders to resell their shares.

Our common stock is quoted on the OTC Bulletin Board service of the Financial Industry Regulatory Authority ("FINRA"). Trading in stock quoted on the OTC Bulletin Board is often thin and characterized by wide fluctuations in trading prices due to many factors that may have little to do with our operations or business prospects. This volatility could depress the market price of our common stock for reasons unrelated to operating performance. Moreover, the OTC Bulletin Board is not a stock exchange, and trading of securities on the OTC Bulletin Board is often more sporadic than the trading of securities listed on a quotation system like Nasdaq or a stock exchange like the American Stock Exchange. Accordingly, our shareholders may have difficulty reselling any of their shares.

FORWARD LOOKING STATEMENTS

Some of the statements contained in this Form 8-K that are not historical facts are "forward-looking statements" which can be identified by the use of terminology such as "estimates," "projects," "plans," "believes," "expects," "anticipates," "intends," or the negative or other variations, or by discussions of strategy that involve risks and uncertainties. We urge you to be cautious of the forward-looking statements, that such statements, which are contained in this Form 8-K, reflect our current beliefs with respect to future events and involve known and unknown risks, uncertainties and other factors affecting our operations, market growth, services, products and licenses. No assurances can be given regarding the achievement of future results, as actual results may differ materially as a result of the risks we face, and actual events may differ from the assumptions underlying the statements that have been made regarding anticipated events. Factors that may cause actual results, our performance or achievements, or industry results, to differ materially from those contemplated by such forward-looking statements include without limitation:

- Our ability to attract and retain management, and to integrate and maintain technical information and management information systems;

- Our ability to raise capital when needed and on acceptable terms and conditions;

- The intensity of competition; and

- General economic conditions.

All written and oral forward-looking statements made in connection with this Form 8-K that are attributable to us or persons acting on our behalf are expressly qualified in their entirety by these cautionary statements. Given the uncertainties that surround such statements, you are cautioned not to place undue reliance on such forward-looking statements.

Information regarding market and industry statistics contained in this report is included based on information available to us that we believe is accurate. It is generally based on academic and other publications that are not produced for purposes of securities offerings or economic analysis. We have not reviewed or included data from all sources, and we cannot assure you of the accuracy or completeness of the data included in this report. Forecasts and other forward-looking information obtained from these sources are subject to the same qualifications and the additional uncertainties accompanying any estimates of future market size, revenue and market acceptance of products and services. We have no obligation to update forward-looking information to reflect actual results or changes in assumptions or other factors that could affect those statements. See "Risk Factors" for a more detailed discussion of uncertainties and risks that may have an impact on future results.

MANAGEMENT'S DISCUSSION AND ANALYSIS

All references to the "Company," "we," "our" and "us" for periods prior to the closing of the Merger refer to Siclone, and references to the "Company," "we," "our" and "us" for periods subsequent to the closing of the Merger refer to Apollo.

The following discussion highlights the principal factors that have affected our financial condition and results of operations as well as our liquidity and capital resources for the periods described. This discussion contains forward-looking statements. Please see "Forward-Looking Statements" and "Risk Factors" for a discussion of the uncertainties, risks and assumptions associated with these forward-looking statements.

On June 13, 2008, Siclone Industries, Inc. (the "Company"). Apollo Acquisition Co., Inc.., a wholly-owned subsidiary of the Company ("Acquisition"), Apollo Medical Management, Inc. ("Apollo"), and the shareholders of Apollo (the "Apollo shareholders"), entered into an Agreement and Plan of Merger (the "Merger Agreement"). Pursuant to the terms of the Merger Agreement, Apollo merged with and into Acquisition, which became a wholly-owned subsidiary of the Company (the "Merger"). In consideration for the merger, the Company issued an aggregate of 20,933,490 shares of common stock to the Apollo Shareholders at the closing of the merger.

The transaction will be accounted as a recapitalization effected by a share exchange, wherein Apollo is considered the acquirer for accounting and financial reporting purposes. The assets and liabilities of the acquired entity (Siclone) will be brought forward at their book values and no goodwill will be recognized. Prior to the closing of the Merger Agreement, Siclone agreed to change its name Apollo Medical Holdings, Inc.. The closing of the Merger Agreement was subject to customary closing conditions.

Results of Operations for the Year Ended January 31, 2008

The Company was established on October 16, 2006 while we began operations on January 1, 2007. Accordingly, comparative information for the year ended January 31, 2008 to the same period last year is not comparable.

For the year ended January 31, 2008, we generated revenue of $90,500, consisting exclusively of management fees earned for providing management services to AMH.

For the year ended January 31, 2008, the cost of revenue totaled $44,643; general and administrative expenses totaled $199,519 resulting in net loss of ($154,462).

Liquidity and Capital Resources

Cash and cash equivalents totaled $44,352 at January 31, 2008.

Our cash position is insufficient to meet our continuing anticipated expenses or fund anticipated operating expenses, in accordance with our full business plan. Accordingly, we will be required to raise substantial additional capital to sustain operations and implement our business plan, including our general acquisition strategy, the completion of the transaction(s) with the merger/acquisition candidates and the Reverse Merger, among other things.

Our current source of liquidity is revenue in the form of management fees earned for providing management services to AMH. We are actively pursuing numerous alternatives for our current and longer-term financial requirements, including additional raises of capital from investors in the form of debt and equity. No commitments have been received and, accordingly, no assurance can be given that any financing will be available or, if available, that it will be on terms that are satisfactory to the Company. It is also unlikely that we will be able to qualify for bank debt until such time as our operations are considerably more advanced and we are able to demonstrate our financial strength to provide confidence to a commercial lender.

CRITICAL ACCOUNTING POLICIES

Basis of Presentation

The accompanying financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America.

Use of estimates

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

Fair Value of Financial Instruments

Statement of financial accounting standard No. 107, Disclosures about fair value of financial instruments, requires that the Company disclose estimated fair values of financial instruments. The carrying amounts reported in the statements of financial position for assets and liabilities qualifying as financial instruments are a reasonable estimate of fair value.

Concentration of Credit Risk

Financial instruments, which potentially subject the Company to concentrations of credit risk, consist of cash and cash equivalents. The Company monitors its exposure for credit losses and maintains allowances for anticipated losses, as required.

Stock-based compensation

On October 17, 2006 the Company adopted SFAS No. 123R, "Share-Based Payment, an Amendment of FASB Statement No. 123." As of the date of this report the Company has no stock based incentive plan in effect.

Basic and Diluted Earnings Per Share

Earnings per share is calculated in accordance with the Statement of financial accounting standards No. 128 (SFAS No. 128), "Earnings per share". SFAS No. 128 superseded Accounting Principles Board Opinion No.15 (APB 15). Net income (loss) per share for all periods presented has been restated to reflect the adoption of SFAS No. 128. Basic net income per share is based upon the weighted average number of common shares outstanding. Diluted net income (loss) per share is based on the assumption that all dilutive convertible shares and stock options were converted or exercised. Dilution is computed by applying the treasury stock method. Under this method, options and warrants are assumed to be exercised at the beginning of the period (or at the time of issuance, if later), and as if funds obtained thereby were used to purchase common stock at the average market price during the period.

Cash and cash equivalents

Cash and cash equivalents include cash in bank representing Company's current operating account.

Income taxes

The Company utilizes SFAS No. 109, "Accounting for Income Taxes," which requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the financial statements or tax returns. Under this method, deferred income taxes are recognized for the tax consequences in future years of differences between the tax bases of assets and liabilities and their financial reporting amounts at each period end based on enacted tax laws and statutory tax rates applicable to the periods in which the differences are expected to affect taxable income. Valuation allowances are established, when necessary, to reduce deferred tax assets to the amount expected to be realized.

Costs of services

The Company bears all the costs of services which include insurance, maintenance, professional privileges and communications costs.

MANAGEMENT

Executive Officers and Directors

Below are the names and certain information regarding the Company's executive officers and directors following completion of the acquisition.

Name	Age	Position
Dr. Warren Hosseinion	36	Chief Executive Officer, Principal Accounting Officer and Director
Paul Adams	48	Director

Officers are elected annually by the Board of Directors, at our annual meeting, to hold such office until an officer's successor has been duly appointed and qualified, unless an officer sooner dies, resigns or is removed by the Board.

Background of Executive Officers and Directors

Dr. Warren Hosseinion - Chief Executive Officer, Principal Accounting Officer and Director

On June 14, 2008, Dr. Warren Hosseinion was appointed as a member of our Board of Directors and as our Chief Executive Officer, and Principal Accounting Officer. Dr. Hosseinion has been Chief Executive Officer and a Director of AMH since June 2001. Dr. Hosseinion holds a B.S. in Biology from the University of San Francisco, M.S. from Georgetown University in Physiology and Biophysics, and a M.D. from Georgetown University School of Medicine. He completed a residency in Internal Medicine at USC Medical Center, and is a Diplomate of the American Board of Internal Medicine.

Paul Adams - Director

From approximately 1992 to present, Mr. Adams has primarily been involved in manufacturing and retail sales in the sports fishing industry s the owner of his own business. Since 2000, he has owned and operated Coco Motive Candy Company, a business specializing in the “corporate gift” market. Mr. Adams resigned as Chief Executive Officer and Principal Executive Officer of the Company on June 14, 2008.

EXECUTIVE COMPENSATION

Executive Compensation

Summary Compensation Table

The following table sets forth all compensation paid in respect of the Company’s Chief Executive Officer and those individuals who received compensation in excess of $100,000 per year (collectively, the "Named Executive Officers") for our last three completed fiscal years.

SUMMARY COMPENSATION TABLE

Name and principal position	Year	Salary ($)	Bonus ($)	Stock Awards ($)	Option Awards ($)	Non-Equity Incentive Plan ($)	Non-qualified Deferred Compen-sation Earnings ($)	All other compen-sation ($)	**Total** ($)
Paul Adams, CEO and	2007	12,000	n/a	n/a	n/a	n/a	n/a	n/a	12,000
Principal Accounting	2006	9,000	nil	nil	nil	nil	nil	nil	9,000
Officer	2005	nil	nil	nil	nil	nil	nil	nil	nil

OUTSTANDING EQUITY AWARDS

Option Awards						Stock Awards			
Name	Number of Securities Underlying Unexercised Options (#) Exercisable	Number of Securities Underlying Unexercised Options (#) Unexercisable	Equity Incentive Plan Awards: Number of Securities Underlying Unexercised Unearned Options (#)	Option Exercise Price ($)	Option Expiration Date	Number of Shares or Units of Stock That Have Not Vested (#)	Market Value of Shares or Units of Stock That Have Not Vested ($)	Equity Incentive Plan Awards: Number of Unearned Shares, Units or Other Rights That Have Not Vested (#)	Equity Incentive Plan Awards: Market or Payout Value of Unearned Shares, Units or Other Rights That Have Not Vested ($)
Paul Adams, CEO and Principal Accounting Officer	nil	nil	nil	nil	nil	nil	nil	nil	nil

DIRECTOR COMPENSATION

No director fees were paid in 2007. We do not pay directors compensation for their service as directors. We are in the process of developing a compensation policy for our directors.

TRANSACTIONS WITH RELATED PERSONS, PROMOTERS AND CERTAIN CONTROL PERSONS

Related Transactions

No member of management, executive officer or security holder has had any direct or indirect interest in any transaction to which we are a party, except for the following:

Apollo's Affiliated Medical Groups, AMH and AMA, are owned and managed by Dr. Adrian Vazquez and Dr. Warren Hosseinion, Apollo's Chief Executive Officer and Principal Accounting Officer. Under the current agreement between Apollo and AMH, Apollo provides management services to AMA and AMH in exchange for use of the ApolloWeb software, which was developed and is owned by Drs. Vazquez and Hosseinion. Apollo is currently negotiating the terms of formal management agreements with AMA and AMH. In addition, Apollo is currently negotiating to acquire the rights to the ApolloWeb software from Drs. Vazquez and Hosseinion.

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table sets forth the beneficial ownership of our company's capital stock as of June 14, 2008, as to

- Each person known to beneficially own more than 5% of the Company's common stock
- Each of our directors
- Each executive officer
- All directors and officers as a group

Except as otherwise indicated, each of the stockholders listed below has sole voting and investment power over the shares beneficially owned.

Name of Beneficial Owner (1)	Amount Beneficially Owned (2)	Percentage of Class(2)	Title of Class
Dr. Warren Hosseinion	9,123,387	35.72%	Common
Dr. Adrian Vazquez	9,123,387	35.72%	Common
Paul Adams	10,000	<1%	Common
All officers and directors as a group (2 persons)			

(1) Except as otherwise indicated, the address of each beneficial owner is c/o Siclone Industries, Inc., 1010 N. Central Avenue, Suite 201, Glendale, CA 91202.

(2) Applicable percentage ownership is based on 25,540,420 shares of common stock outstanding as of June 14, 2008, together with securities exercisable or convertible into shares of common stock within 60 days of June 14, 2008 for each stockholder. Beneficial ownership is determined in accordance with the rules of the Securities and Exchange Commission and generally includes voting or investment power with respect to securities. Shares of common stock that are currently exercisable or exercisable within 60 days of June 14, 2008 are deemed to be beneficially owned by the person holding such securities for the purpose of computing the percentage of ownership of such person, but are not treated as outstanding for the purpose of computing the percentage ownership of any other person.

DESCRIPTION OF SECURITIES

Our authorized capital stock consists of 100,000,000 shares of common stock at a par value of $0.001 per share and 5,000,000 shares of preferred stock at a par value of $0.001 par value per share. As of June 14, 2008, there were 25,540,420 shares of our common stock issued and outstanding that are held by approximately 303 stockholders of record and 0 shares of Preferred Stock issued and outstanding.

Common stock

The holders of our common stock:

- have equal ratable rights to dividends from funds legally available if and when declared by our board of directors;
- are entitled to share ratably in all of our assets available for distribution to holders of common stock upon liquidation, dissolution or winding up of our affairs;
- do not have preemptive, subscription or conversion rights;
- do not have any provisions for purchase for cancellation, surrender or sinking or purchase funds or rights;
- may be restricted from transferring the shares by the board of directors by giving us or the holder a first right of refusal to purchase the stock, by making the stock redeemable, or by restricting the transfer of the stock under such terms and in such manner as the board of directors may deem necessary and as are not inconsistent with the laws of the State of Delaware; and
- Are entitled to one non-cumulative vote per share on all matters on which stockholders may vote.

All shares of common stock now outstanding are fully paid for and non-assessable.

Non-cumulative voting

Holders of shares of Siclone's common stock do not have cumulative voting rights, which means that the holders of more than 50% of the outstanding shares, voting for the election of directors, can elect all of the directors to be elected, if they so choose, and, in that event, the holders of the remaining shares will not be able to elect any of Siclone's directors.

Cash dividends

As of the date of this report, we have not paid any cash dividends to stockholders. The declaration of any future cash dividend will be at the discretion of our board of directors and will depend upon our earnings, if any, its capital requirements and financial position, its general economic conditions, and other pertinent conditions. It is our present intention not to pay any cash dividends in the foreseeable future, but rather to reinvest earnings, if any, in its business operations.

Preferred Stock

Our authorized capital consists of 5,000,000 shares of preferred stock at a par value of $0.001 par value per share.

MARKET FOR COMMON EQUITY AND RELATED STOCKHOLDER MATTERS

The Company's common stock is quoted on the OTC Bulletin Board of the National Association of Securities Dealers, Inc. (the "NASD") under the symbol "SICL".

The following table represents the range of the high and low bid prices of the Company's stock as reported by the OTC Bulletin Board Historical Data Service. These quotations represent prices between dealers and may not include retail markups, markdowns, or commissions and may not necessarily represent actual transactions. The Company cannot ensure that an active public market will develop in its common stock or that a stockholder may be able to liquidate his investment without considerable delay, if at all.

On April 11, 2008 the current bid price was $0.0001, which does not take into account any retail markups, markdowns, or commissions and may not necessarily represent actual transactions.

Year	Quarter Ended	High	Low
2006			
	March 31	$0.0001	$0.0001
	June 30	.0001	.0001
	September 30	.0001	.0001
	December 31	.0001	.0001
2007			
	March 31	$0.0001	$0.0001
	June 30	.0001	.0001
	September 30	.0001	.0001
	December 31	.0001	.0001

The Company's shares are subject to section 15(g) and rule 15g-9 of the Securities and Exchange Act, commonly referred to as the "penny stock" rule. The rule defines penny stock to be any equity security that has a market price less than $5.00 per share, subject to certain exceptions. The rule provides that any equity security is considered to be a penny stock unless that security is; registered and traded on a national securities exchange meeting specified criteria set by the SEC; authorized for quotation from the NASDAQ stock market; issued by a registered investment company; excluded from the definition on the basis of price at least $5.00 per share or the issuer's net tangible assets. The Company's shares are deemed to be penny stock, trading in the shares will be subject to additional sales practice requirements on broker-dealers who sell penny stocks to persons other than established customers and accredited investors. Accredited investors, in general, include individuals with assets in excess of $1,000,000 or annual income exceeding $200,000 or $300,000 together with their spouse, and certain institutional investors.

For transactions covered by these rules, broker-dealers must make a special suitability determination for the purchase of such security and must have received the purchaser's written consent to the transaction prior to the purchase. Additionally, for the transaction involving a penny stock, other rules apply. Consequently, these rules may restrict the ability of broker-dealers to trade or maintain a market in our common stock and may affect the ability of stockholders to sell their shares.

Dividends.

There has not been an active market for the Company's stock since 1990. The Company has not declared any cash dividends with respect to its common stock, and does not intend to declare dividends in the foreseeable future. The present intention of management is to utilize all available funds for the development of the Company's business. The Company's ability to pay dividends is subject to limitations imposed by Delaware law. Under Delaware law, dividends may be paid to the extent that a corporation's assets exceed its liabilities and it is able to pay its debts as they become due in the usual course of business.

Holders

As of June 14, 2008, the Company had approximately 303 stockholders of record.

Securities Authorized for Issuance Under Equity Compensation Plans

The following table shows information with respect to each equity compensation plan under which the Company's common stock is authorized for issuance as of the fiscal year ended December 31, 2006.

EQUITY COMPENSATION PLAN INFORMATION

Plan category	Number of securities to be issued upon exercise of outstanding options, warrants and rights	Weighted average exercise price of outstanding options, warrants and rights	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)
	(a)	(b)	(c)
Equity compensation plans approved by security holders	-0-	-0-	-0-
Equity compensation plans not approved by security holders	-0-	-0-	-0-
Total	-0-	-0-	-0-

INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Delaware General Corporation Law permits indemnification of directors, officers, and employees of corporations under certain conditions subject to certain limitations Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers or persons controlling us pursuant to the foregoing provisions, or otherwise, the Company has been advised that in the opinion of the Securities and Exchange Commission, such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable.

Item 3.02 Unregistered Sales of Equity Securities.

See Item 1.01

Item 4.01 Change in Registrant's Certifying Accountants

On June 17, 2008 (the "Dismissal Date"), Siclone advised Child, Van Wagoner & Bradshaw, PLLC (the "Former Auditor") that it was dismissed as the Company's independent registered public accounting firm. The decision to dismiss the Former Auditor as the Company's independent registered public accounting firm was approved by the Company's Board of Directors on June 17, 2008. The reason for the change in accounting firm is that the Company's operating businesses have previously been audited by Kabani & Company, Inc. and our new management elected to continue this existing relationship.

Except as noted in the paragraph immediately below, the reports of the Former Auditor on the Company's consolidated financial statements for the years ended December 31, 2007 and 2006 did not contain an adverse opinion or disclaimer of opinion, and such reports were not qualified or modified as to uncertainty, audit scope, or accounting principle.

The reports of the Former Auditor on the Company's consolidated financial statements as of and for the years ended December 31, 2007 and 2006 contained an explanatory paragraph which noted that there was substantial doubt as to the Company's ability to continue as a going concern as the Company has suffered recurring losses from operations and has no operating capital.

During the years ended December 31, 2007 and 2006, and through June 17, 2008, the Company has not had any disagreements with the Former Auditor on any matter of accounting principles or practices, financial statement disclosure or auditing scope or procedure, which disagreements, if not resolved to the Former Auditor's satisfaction, would have caused them to make reference thereto in their reports on the Company's consolidated financial statements for such years.

During the years ended December 31, 2007 and 2006, and through June 14, 2008, there were no reportable events, as defined in Item 304(a)(1)(v) of Regulation S-K.

New independent registered public accounting firm

On June 17, 2008 (the "Engagement Date"), the Company engaged Kabani & Company, Inc., ("New Auditor") as its independent registered public accounting firm for the Company's fiscal year ended January 31, 2009. The decision to engage the New Auditor as the Company's independent registered public accounting firm was approved by the Company's Board of Directors.

During the two most recent fiscal years and through the Engagement Date, Siclone has not consulted with the New Auditor regarding either:

1. the application of accounting principles to any specified transaction, either completed or proposed, or the type of audit opinion that might be rendered on the Company's financial statements, and neither a written report was provided to the Company nor oral advice was provided that the New Auditor concluded was an important factor considered by the Company in reaching a decision as to the accounting, auditing or financial reporting issue; or

2. any matter that was either subject of disagreement or event, as defined in Item 304(a)(1)(iv)(A) of Regulation S-B and the related instruction to Item 304 of Regulation S-B, or a reportable event, as that term is explained in Item 304(a)(1)(iv)(A) of Regulation S-B.

Item 5.01 Changes in Control of Registrant.

See Item 2.01.

Item 5.02 Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers; Compensatory Arrangements of Certain Officers.

See Item 1.01.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year

On June 14, 2008, we changed our fiscal year end from December 31 to January 31 to conform to the fiscal year end of our principal operating business.

Item 5.06 Change in Shell Company Status.

See Item 2.01

Item 9.01 Financial Statements and Exhibits.

(a) Financial statements of business acquired.

(b) Pro forma financial information.

(c) Exhibits

Exhibit Number	Description
10.1	Agreement and Plan of Merger
16.1	Letter re Change in certifying Accountant
99.1	Audited Financial Statements for the year ended January 31, 2008 of Apollo Medical Management, Inc.
99.2	Unaudited Pro Forma Consolidated Financial Statements for the period ended January 31, 2008

SIGNATURES

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

SICLONE INDUSTRIES, INC.

Dated: June 19, 2008

By: /s/ Warren Hosseinion
Name: Warren Hosseinion
Title: Chief Executive Officer and Principal Accounting Officer

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made as of the 13th day of June 2008

AMONG:

SICLONE INDUSTRIES, INC., a corporation formed pursuant to the laws of the State of Delaware

("SICLONE")

AND:

APOLLO ACQUISITION CO., INC., a body corporate formed pursuant to the laws of the State of Delaware and a wholly owned subsidiary of SICLONE

(the "ACQUIRER")

AND:

APOLLO MEDICAL MANAGEMENT, INC., a body corporate formed pursuant to the laws of the State of Delaware and having an office for business located at 1010 N. Central Avenue, Suite 201, Glendale, CA 91202 ("APOLLO")

("APOLLO")

AND:

The shareholders of APOLLO, each of whom are set forth on the signature page of this Agreement (the "APOLLO Shareholders")

WHEREAS:

A. APOLLO is a Delaware corporation engaged in the business of medical management focusing on managing the provision of hospital based medicine;

B. The APOLLO Shareholders own 11,485,977 APOLLO Shares, which constitute 100% of the presently issued and outstanding APOLLO Shares;

C. SICLONE is a reporting company whose common stock is quoted on the OTC Bulletin Board under the symbol SICL. The respective Boards of Directors of SICLONE, APOLLO and the ACQUIRER deem it advisable and in the best interests of SICLONE, APOLLO and the ACQUIRER that APOLLO merge with and into the ACQUIRER (the "Merger") pursuant to this Agreement and the Certificate of Merger, and the applicable provisions of the laws of the State of Delaware; and

E. It is intended that the Merger shall qualify for United States federal income tax purposes as a reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the mutual covenants, agreements, representations and warranties contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

Definitions

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

(a) "**Acquisition Shares**" means the 20,933,490 SICLONE Common Shares and to be issued to the shareholders of APOLLO at Closing pursuant to the terms of the Merger;

(b) "**Agreement**" means this agreement and plan of merger among SICLONE, the ACQUIRER, APOLLO, and the APOLLO Shareholders;

(c) "**SICLONE Accounts Payable and Liabilities**" means all accounts payable and liabilities of SICLONE, on a consolidated basis, due and owing or otherwise constituting a binding obligation of SICLONE and its subsidiaries as of March 31, 2008 as set forth in SICLONE's Form 10-Q as filed with the Securities and Exchange Commission on May 20, 2008, a copy of which is attached hereto as Schedule "A";

(d) "**SICLONE Accounts Receivable**" means all accounts receivable and other debts owing to SICLONE, on a consolidated basis, as of March 31, 2008 as set forth in SICLONE's Form 10-Q as filed with the Securities and Exchange Commission on March 31, 2008, a copy of which is attached hereto as Schedule "A";

(e) "**SICLONE Assets**" means the undertaking and all the property and assets of the SICLONE Business of every kind and description wheresoever situated including, without limitation, SICLONE Equipment, SICLONE Inventory, SICLONE Material Contracts, SICLONE Accounts Receivable, SICLONE Cash, SICLONE Intangible Assets and SICLONE Goodwill, and all credit cards, charge cards and banking cards issued to SICLONE;

(f) "**SICLONE Bank Accounts**" means all of the bank accounts, lock boxes and safety deposit boxes of SICLONE and its subsidiaries or relating to the SICLONE Business as set forth in SICLONE's Form 10-Q as filed with the Securities and Exchange Commission on March 31, 2008, a copy of which is attached hereto as Schedule "A" ;

(g) "**SICLONE Business**" means all aspects of any business conducted by SICLONE and its subsidiaries;

(h) "**SICLONE Cash**" means all cash on hand or on deposit to the credit of SICLONE and its subsidiaries on the Closing Date;

(i) "**SICLONE Common Shares**" means the shares of common stock in the capital of SICLONE;

(j) "**SICLONE Debt to Related Parties**" means the sum of $23,000 which was owed by SICLONE to certain related parties. Pursuant to the terms of the Settlement Agreement dated June __, 2008, a copy of which is attached hereto as Schedule "B", by and between SICLONE and such related parties, SICLONE has received a release from such debt;

(k) "**SICLONE Equipment**" means all machinery, equipment, furniture, and furnishings used in the SICLONE Business, including, without limitation, the items more particularly described in SICLONE's Form 10-Q as filed with the Securities and Exchange Commission on May 20, 2008, a copy of which is attached hereto as Schedule "A";

(l) "**SICLONE Financial Statements**" means, collectively, the unaudited financial statements of SICLONE for the three months ended March 31, 2008, as contained in SICLONE's Form 10-Q as filed with the Securities and Exchange Commission on May 20, 2008, a copy of which is attached as Schedule "A" hereto;

(m) "**SICLONE Goodwill"** means the goodwill of the SICLONE Business including the right to all corporate, operating and trade names associated with the SICLONE Business, or any variations of such names as part of or in connection with the SICLONE Business, all books and records and other information relating to the SICLONE Business, all necessary licenses and authorizations and any other rights used in connection with the SICLONE Business;

(n) "**SICLONE Insurance Policies**" means the public liability insurance and insurance against loss or damage to the SICLONE Assets and the SICLONE Business as described in SICLONE's Form 10-Q as filed with the Securities and Exchange Commission on May 20, 2008, a copy of which is attached hereto as Schedule "A";

(o) "**SICLONE Intangible Assets**" means all of the intangible assets of SICLONE and its subsidiaries, including, without limitation, SICLONE Goodwill, all trademarks, logos, copyrights, designs, and other intellectual and industrial property of SICLONE and its subsidiaries;

(p) "**SICLONE Inventory**" means all inventory and supplies of the SICLONE Business as of March 31, 2008, as set forth in as contained in SICLONE's Form 10-Q as filed with the Securities and Exchange Commission on May 20, 2008, a copy of which is attached hereto as Schedule "A";

(q) "**SICLONE Material Contracts**" means the burden and benefit of and the right, title and interest of SICLONE and its subsidiaries in, to and under all trade and non-trade contracts, engagements or commitments, whether written or oral, to which SICLONE or its subsidiaries are entitled whereunder SICLONE or its subsidiaries are obligated to pay or entitled to receive the sum of $10,000 or more including, without limitation, any pension plans, profit sharing plans, bonus plans, loan agreements, security agreements, indemnities and guarantees, any agreements with employees, lessees, licensees, managers, accountants, suppliers, agents, distributors, officers, directors, attorneys or others which cannot be terminated without liability on not more than one month's notice, and those contracts described in as contained in SICLONE's Form 10-Q as filed with the Securities and Exchange Commission on May 20, 2008, a copy of which is attached hereto as Schedule "A";

(r) **Reserved**.

(s) "**Closing**" means the completion, on the Closing Date, of the transactions contemplated hereby in accordance with Article 9 hereof;

(t) "**Closing Date**" means the day on which all conditions precedent to the completion of the transaction as contemplated hereby have been satisfied or waived;

(u) "**Effective Time**" means the date of the filing of an appropriate Certificate of Merger in the form required by the State of Delaware, which certificate shall provide that the Merger shall become effective upon such filing;

(v) "**Merger**" means the merger, at the Effective Time, of APOLLO and the ACQUIRER pursuant to this Agreement and Plan of Merger;

(w) "**Merger Consideration**" means the Acquisition Shares;

(x) "**Place of Closing**" means the offices of Sichenzia Ross Friedman Ference LLP, or such other place as SICLONE and APOLLO may mutually agree upon;

(y) "**State Corporation Law**" means the General Corporation Law of the State of Delaware;

(z) "**Surviving Company**" means the ACQUIRER following the merger with APOLLO;

(aa) "**APOLLO Accounts Payable and Liabilities**" means all accounts payable and liabilities of APOLLO, due and owing or otherwise constituting a binding obligation of APOLLO (other than a APOLLO Material Contract) as of January 31, 2008 as set forth in the audited financial statements of APOLLO, a copy of which is attached hereto as Schedule "C";

(bb) "**APOLLO Accounts Receivable**" means all accounts receivable and other debts owing to APOLLO, as of January 31, 2008 as set forth in the audited financial statements of APOLLO, a copy of which is attached hereto as Schedule "C";

(cc) "**APOLLO Assets**" means the undertaking and all the property and assets of the APOLLO Business of every kind and description wheresoever situated including, without limitation, APOLLO Equipment, APOLLO Inventory, APOLLO Material Contracts, APOLLO Accounts Receivable, APOLLO Cash, APOLLO Intangible Assets and APOLLO Goodwill, and all credit cards, charge cards and banking cards issued to APOLLO;

(dd) "**APOLLO Bank Accounts**" means all of the bank accounts, lock boxes and safety deposit boxes of APOLLO or relating to the APOLLO Business as set forth in the financial statements of APOLLO, a copy of which is attached hereto as Schedule "C";

(ee) "**APOLLO Business**" means all aspects of the business conducted by APOLLO;

(ff) "**APOLLO Cash**" means all cash on hand or on deposit to the credit of APOLLO on the Closing Date;

(gg) "**APOLLO Debt to Related Parties**" means the debts owed by APOLLO and its subsidiaries to the APOLLO Shareholders or to any family member thereof, or to any affiliate, director or officer of APOLLO or the APOLLO Shareholders as set forth in the audited financial statements of APOLLO, a copy of which is attached hereto as Schedule "C";

(hh) "**APOLLO Equipment**" means all machinery, equipment, furniture, and furnishings used in the APOLLO Business, including, without limitation, the items more particularly described in the audited financial statements of APOLLO, a copy of which is attached hereto as Schedule "C";

(ii) "**APOLLO Financial Statements**" means collectively, the audited financial statements of APOLLO for the year ended January 31, 2008 together with the unqualified auditors' reports thereon, true copies of which are attached as Schedule "C" hereto.

(jj) "**APOLLO Goodwill**" means the goodwill of the APOLLO Business together with the exclusive right of SICLONE to represent itself as carrying on the APOLLO Business in succession of APOLLO subject to the terms hereof, and the right to use any words indicating that the APOLLO Business is so carried on including the right to use the name "APOLLO" or "Sunovia Energy Technologies" or any variation thereof as part of the name of or in connection with the APOLLO Business or any part thereof carried on or to be carried on by APOLLO, the right to all corporate, operating and trade names associated with the APOLLO Business, or any variations of such names as part of or in connection with the APOLLO Business, all telephone listings and telephone advertising contracts, all lists of customers, books and records and other information relating to the APOLLO Business, all necessary licenses and authorizations and any other rights used in connection with the APOLLO Business;

(kk) "**APOLLO Insurance Policies**" means the public liability insurance and insurance against loss or damage to APOLLO Assets and the APOLLO Business as set forth in the audited financial statements of APOLLO, a copy of which is attached hereto as Schedule "C";

(ll) "**APOLLO Intangible Assets**" means all of the intangible assets of APOLLO, including, without limitation, APOLLO Goodwill, all trademarks, logos, copyrights, designs, and other intellectual and industrial property of APOLLO and its subsidiaries;

(mm) "**APOLLO Inventory**" means all inventory and supplies of the APOLLO Business as of January 31, 2008 as set forth in the audited financial statements of APOLLO, a copy of which is attached hereto as Schedule "C";

(nn) "**APOLLO Material Contracts**" means the burden and benefit of and the right, title and interest of APOLLO in, to and under all trade and non-trade contracts, engagements or commitments, whether written or oral, to which APOLLO is entitled in connection with the APOLLO Business whereunder APOLLO is obligated to pay or entitled to receive the sum of $100,000 or more including, without limitation, any pension plans, profit sharing plans, bonus plans, loan agreements, security agreements, indemnities and guarantees, any agreements with employees, lessees, licensees, managers, accountants, suppliers, agents, distributors, officers, directors, attorneys or others which cannot be terminated without liability on not more than one month's notice, and those contracts as set forth in the audited financial statements of APOLLO, a copy of which is attached hereto as Schedule "C";

(oo) "**APOLLO Shares**" means all of the issued and outstanding shares of APOLLO's equity stock.

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

Captions and Section Numbers

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

Section References and Schedules

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

Information concerning SICLONE

Schedule "A"	SICLONE Form 10-Q as filed with the Securities and Exchange Commission on May 20, 2008
Schedule "B"	Settlement Agreement by and between SICLONE and certain related parties

Information concerning APOLLO

Schedule "C"	Audited Financial Statements of APOLLO as of January 31, 2008

Severability of Clauses

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

ARTICLE 2
THE MERGER

The Merger

2.1 At Closing, APOLLO shall be merged with and into the ACQUIRER pursuant to this Agreement and Plan of Merger and the separate corporate existence of APOLLO shall cease and the ACQUIRER, as it exists from and after the Closing, shall be the Surviving Company.

Effect of the Merger

2.2 The Merger shall have the effect provided therefor by the State Corporation Law. Without limiting the generality of the foregoing, and subject thereto, at Closing (i) all the rights, privileges, immunities, powers and franchises, of a public as well as of a private nature, and all property, real, personal and mixed, and all debts due on whatever account, including without limitation subscriptions to shares, and all other causes in action, and all and every other interest of or belonging to or due to APOLLO or the ACQUIRER, as a group, subject to the terms hereof, shall be taken and deemed to be transferred to, and vested in, the Surviving Company without further act or deed; and all property, rights and privileges, immunities, powers and franchises and all and every other interest shall be thereafter as effectually the property of the Surviving Company, as they were of APOLLO and the ACQUIRER, as a group, and (ii) all debts, liabilities, duties and obligations of APOLLO and the ACQUIRER, as a group, subject to the terms hereof, shall become the debts, liabilities and duties of the Surviving Company and the Surviving Company shall thenceforth be responsible and liable for all debts, liabilities, duties and obligations of APOLLO and the ACQUIRER, as a group, and neither the rights of creditors nor any liens upon the property of APOLLO or the ACQUIRER, as a group, shall be impaired by the Merger, and may be enforced against the Surviving Company.

Certificate of Incorporation; Bylaws; Directors and Officers

2.3 The Certificate of Incorporation of the Surviving Company from and after the Closing shall be the Certificate of Incorporation of the ACQUIRER until thereafter amended in accordance with the provisions therein and as provided by the applicable provisions of the State Corporation Law. The Bylaws of the Surviving Company from and after the Closing shall be the Bylaws of APOLLO as in effect immediately prior to the Closing, continuing until thereafter amended in accordance with their terms, the Certificate of Incorporation of the Surviving Company and as provided by the State Corporation Law. The Directors of the ACQUIRER at the Effective Time shall continue to be the Directors of APOLLO.

Conversion of Securities

2.4 At the Effective Time, by virtue of the Merger and without any action on the part of the ACQUIRER, APOLLO or the APOLLO Shareholders or any other shareholder of APOLLO, the shares of capital stock of each of APOLLO and the ACQUIRER shall be converted as follows:

(a) Capital Stock of the ACQUIRER. Each issued and outstanding share of the ACQUIRER's capital stock shall continue to be issued and outstanding and shall be converted into one share of validly issued, fully paid, and non-assessable common stock of the Surviving Company. Each stock certificate of the ACQUIRER evidencing ownership of any such shares shall continue to evidence ownership of such shares of capital stock of the Surviving Company.

(b) Conversion of APOLLO Shares. Each APOLLO Share that is issued and outstanding at the Effective Time shall automatically be cancelled and extinguished and converted, without any action on the part of the holder thereof, into the right to receive at the time and in the amounts described in this Agreement an amount of SICLONE Common Shares equal to 20,933,490 divided by the number of APOLLO Shares outstanding immediately prior to Closing. All such APOLLO Shares, when so converted, shall no longer be outstanding and shall automatically be cancelled and retired and shall cease to exist, and each holder of a certificate representing any such shares shall cease to have any rights with respect thereto, except the right to receive the Acquisition Shares paid in consideration therefor upon the surrender of such certificate in accordance with this Agreement.

Adherence with Applicable Securities Laws

2.5 The APOLLO Shareholders agrees that they are acquiring a pro rata amount of the Acquisition Shares for investment purposes and will not offer, sell or otherwise transfer, pledge or hypothecate any of the Acquisition Shares issued to them (other than pursuant to an effective Registration Statement under the *Securities Act of 1933*, as amended) directly or indirectly unless:

(a) the sale is to SICLONE;

(b) the sale is made pursuant to the exemption from registration under the *Securities Act of 1933,as amended,* provided by Rule 144 thereunder; or

(c) the Acquisition Shares are sold in a transaction that does not require registration under the *Securities Act of 1933, as amended,* or any applicable United States state laws and regulations governing the offer and sale of securities, and the vendor has furnished to SICLONE an opinion of counsel to that effect or such other written opinion as may be reasonably required by SICLONE.

The APOLLO Shareholders acknowledge that the certificates representing the Acquisition Shares shall bear the following legend:

> NO SALE, OFFER TO SELL, OR TRANSFER OF THE SHARES REPRESENTED BY THIS CERTIFICATE SHALL BE MADE UNLESS A REGISTRATION STATEMENT UNDER THE FEDERAL SECURITIES ACT OF 1933, AS AMENDED, IN RESPECT OF SUCH SHARES IS THEN IN EFFECT OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SAID ACT IS THEN IN FACT APPLICABLE TO SAID SHARES.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF SICLONE

Representations and Warranties

3.1 SICLONE represents and warrants in all material respects to APOLLO, with the intent that APOLLO will rely thereon in entering into this Agreement and in approving and completing the transactions contemplated hereby, that:

SICLONE - Corporate Status and Capacity

(a) Incorporation. SICLONE is a corporation duly incorporated and validly subsisting under the laws of the State of Delaware, and is in good standing with the office of the Secretary of State for the State of Delaware;

(b) Carrying on Business. SICLONE has not had active business operations since its inception. The nature of the SICLONE Business does not require SICLONE to register or otherwise be qualified to carry on business in any other jurisdictions;

(c) Corporate Capacity. SICLONE has the corporate power, capacity and authority to own the SICLONE Assets and to enter into and complete this Agreement;

(d) Reporting Status; Listing. SICLONE is required to file current reports with the Securities and Exchange Commission pursuant to section 12(g) of the Securities Exchange Act of 1934, the SICLONE Common Shares are quoted on the OTC Bulletin Board, and all reports required to be filed by SICLONE with the Securities and Exchange Commission or NASD have been timely filed except for SICLONE'S Form 10-KSB for the year ended December 31, 2007;

ACQUIRER - Corporate Status and Capacity

(e) Incorporation. The ACQUIRER is a corporation duly incorporated and validly subsisting under the laws of the State of Delaware, and is in good standing with the office of the Secretary of State for the State of Delaware;

(f) Carrying on Business. Other than corporate formation and organization, the ACQUIRER has not carried on business activities to date.

(g) Corporate Capacity. The ACQUIRER has the corporate power, capacity and authority to enter into and complete this Agreement;

SICLONE - Capitalization

(h) Authorized Capital. The authorized capital of SICLONE consists of 100,000,000 SICLONE Common Shares, $0.001 par value, of which 4,606,930 SICLONE Common Shares will be issued and outstanding at Closing and 5,000,000 shares of Preferred Stock of which 0 shares will be issued and outstanding at Closing;

(i) No Option. No person, firm or corporation has any agreement or option or any right capable of becoming an agreement or option for the acquisition of SICLONE Common Shares or for the purchase, subscription or issuance of any of the unissued shares in the capital of SICLONE;

(j) Capacity. SICLONE has the full right, power and authority to enter into this Agreement on the terms and conditions contained herein;

ACQUIRER Capitalization

(k) Authorized Capital. The authorized capital of the ACQUIRER consists of 200 shares of common stock, $0.0001 par value, of which one share of common stock is presently issued and outstanding;

(l) No Option. No person, firm or corporation has any agreement or option or any right capable of becoming an agreement or option for the acquisition of any common or preferred shares in ACQUIRER or for the purchase, subscription or issuance of any of the unissued shares in the capital of ACQUIRER;

(m) Capacity. The ACQUIRER has the full right, power and authority to enter into this Agreement on the terms and conditions contained herein;

SICLONE - Records and Financial Statements

(n) Charter Documents. The charter documents of SICLONE and the ACQUIRER have not been altered since the incorporation of each, respectively, except as filed in the record books of SICLONE or the ACQUIRER, as the case may be;

(o) Corporate Minute Books. The corporate minute books of SICLONE and its subsidiaries are complete and each of the minutes contained therein accurately reflect the actions that were taken at a duly called and held meeting or by consent without a meeting. All actions by SICLONE and its subsidiaries which required director or shareholder approval are reflected on the corporate minute books of SICLONE and its subsidiaries. SICLONE and its subsidiaries are not in violation or breach of, or in default with respect to, any term of their respective Certificates of Incorporation (or other charter documents) or by-laws.

(p) SICLONE Financial Statements. The SICLONE Financial Statements present fairly, in all material respects, the assets and liabilities (whether accrued, absolute, contingent or otherwise) of SICLONE, on a consolidated basis, as of the respective dates thereof, and the sales and earnings of the SICLONE Business during the periods covered thereby, in all material respects and have been prepared in substantial accordance with generally accepted accounting principles consistently applied;

(q) SICLONE Accounts Payable and Liabilities. There are no material liabilities, contingent or otherwise, of SICLONE or its subsidiaries which are not disclosed in Schedule "A" hereto or reflected in the SICLONE Financial Statements except those incurred in the ordinary course of business since the date of the said schedule and the SICLONE Financial Statements, and neither SICLONE nor its subsidiaries have guaranteed or agreed to guarantee any debt, liability or other obligation of any person, firm or corporation. Without limiting the generality of the foregoing, all accounts payable and liabilities of SICLONE and its subsidiaries as of March 31, 2008 are described in Schedule "A" hereto;

(r) SICLONE Accounts Receivable. All the SICLONE Accounts Receivable result from bona fide business transactions and services actually rendered without, to the knowledge and belief of SICLONE, any claim by the obligor for set-off or counterclaim;

(s) SICLONE Bank Accounts. All of the SICLONE Bank Accounts, their location, numbers and the authorized signatories thereto are as set forth in Schedule "A" hereto;

(t) No Debt to Related Parties. Neither SICLONE nor its subsidiaries are, and on Closing will not be, materially indebted to any affiliate, director or officer of SICLONE except accounts payable on account of bona fide business transactions of SICLONE incurred in normal course of the SICLONE Business, including employment agreements, none of which are more than 30 days in arrears;

(u) No Related Party Debt to SICLONE. No director or officer or affiliate of SICLONE is now indebted to or under any financial obligation to SICLONE or its subsidiaries on any account whatsoever;

(v) No Dividends. No dividends or other distributions on any shares in the capital of SICLONE have been made, declared or authorized since the date of SICLONE Financial Statements;

(w) No Payments. No payments of any kind have been made or authorized since the date of the SICLONE Financial Statements to or on behalf of officers, directors, shareholders or employees of SICLONE or its subsidiaries or under any management agreements with SICLONE or its subsidiaries, except payments made in the ordinary course of business and at the regular rates of salary or other remuneration payable to them;

(x) No Pension Plans. There are no pension, profit sharing, group insurance or similar plans or other deferred compensation plans affecting SICLONE or its subsidiaries;

(y) No Adverse Events. Since the date of the SICLONE Financial Statements

(i) there has not been any material adverse change in the financial position or condition of SICLONE, its subsidiaries, its liabilities or the SICLONE Assets or any damage, loss or other change in circumstances materially affecting SICLONE, the SICLONE Business or the SICLONE Assets or SICLONE' right to carry on the SICLONE Business, other than changes in the ordinary course of business,

(ii) there has not been any damage, destruction, loss or other event (whether or not covered by insurance) materially and adversely affecting SICLONE, its subsidiaries, the SICLONE Business or the SICLONE Assets,

(iii) there has not been any material increase in the compensation payable or to become payable by SICLONE to any of SICLONE' officers, employees or agents or any bonus, payment or arrangement made to or with any of them,

(iv) the SICLONE Business has been and continues to be carried on in the ordinary course,

(v) SICLONE has not waived or surrendered any right of material value,

(vi) Neither SICLONE nor its subsidiaries have discharged or satisfied or paid any lien or encumbrance or obligation or liability other than current liabilities in the ordinary course of business, and

(vii) No capital expenditures in excess of $10,000 individually or $30,000 in total have been authorized or made.

SICLONE - Income Tax Matters

(z) Tax Returns. Except as provided on Schedule 3.1(z), all tax returns and reports of SICLONE and its subsidiaries required by law to be filed have been filed and are true, complete and correct, and any taxes payable in accordance with any return filed by SICLONE and its subsidiaries or in accordance with any notice of assessment or reassessment issued by any taxing authority have been so paid;

(aa) Current Taxes. Adequate provisions have been made for taxes payable for the current period for which tax returns are not yet required to be filed and there are no agreements, waivers, or other arrangements providing for an extension of time with respect to the filing of any tax return by, or payment of, any tax, governmental charge or deficiency by SICLONE or its subsidiaries. SICLONE is not aware of any contingent tax liabilities or any grounds which would prompt a reassessment including aggressive treatment of income and expenses in filing earlier tax returns;

SICLONE - Applicable Laws and Legal Matters

(bb) Licenses. SICLONE and its subsidiaries hold all licenses and permits as may be requisite for carrying on the SICLONE Business in the manner in which it has heretofore been carried on, which licenses and permits have been maintained and continue to be in good standing except where the failure to obtain or maintain such licenses or permits would not have a material adverse effect on the SICLONE Business;

(cc) Applicable Laws. Neither SICLONE nor its subsidiaries have been charged with or received notice of breach of any laws, ordinances, statutes, regulations, by-laws, orders or decrees to which they are subject or which apply to them the violation of which would have a material adverse effect on the SICLONE Business, and to SICLONE' knowledge, neither SICLONE nor its subsidiaries are in breach of any laws, ordinances, statutes, regulations, bylaws, orders or decrees the contravention of which would result in a material adverse impact on the SICLONE Business;

(dd) Pending or Threatened Litigation. There is no material litigation or administrative or governmental proceeding pending or threatened against or relating to SICLONE, its subsidiaries, the SICLONE Business, or any of the SICLONE Assets nor does SICLONE have any knowledge of any deliberate act or omission of SICLONE or its subsidiaries that would form any material basis for any such action or proceeding;

(ee) No Bankruptcy. Neither SICLONE nor its subsidiaries have made any voluntary assignment or proposal under applicable laws relating to insolvency and bankruptcy and no bankruptcy petition has been filed or presented against SICLONE or its subsidiaries and no order has been made or a resolution passed for the winding-up, dissolution or liquidation of SICLONE or its subsidiaries;

(ff) Labor Matters. Neither SICLONE nor its subsidiaries are party to any collective agreement relating to the SICLONE Business with any labor union or other association of employees and no part of the SICLONE Business has been certified as a unit appropriate for collective bargaining or, to the knowledge of SICLONE, has made any attempt in that regard;

(gg) Finder's Fees. Neither SICLONE nor its subsidiaries are party to any agreement which provides for the payment of finder's fees, brokerage fees, commissions or other fees or amounts which are or may become payable to any third party in connection with the execution and delivery of this Agreement and the transactions contemplated herein;

Execution and Performance of Agreement

(hh) Authorization and Enforceability. The execution and delivery of this Agreement, and the completion of the transactions contemplated hereby, have been duly and validly authorized by all necessary corporate action on the part of SICLONE and the ACQUIRER;

(ii) No Violation or Breach. The execution and performance of this Agreement will not:

(i) violate the charter documents of SICLONE or the ACQUIRER or result in any breach of, or default under, any loan agreement, mortgage, deed of trust, or any other agreement to which SICLONE or its subsidiaries are party,

(ii) give any person any right to terminate or cancel any agreement including, without limitation, the SICLONE Material Contracts, or any right or rights enjoyed by SICLONE or its subsidiaries,

(iii) result in any alteration of SICLONE' or its subsidiaries' obligations under any agreement to which SICLONE or its subsidiaries are party including, without limitation, the SICLONE Material Contracts,

(iv) result in the creation or imposition of any lien, encumbrance or restriction of any nature whatsoever in favor of a third party upon or against the SICLONE Assets,

(v) result in the imposition of any tax liability to SICLONE or its subsidiaries relating to the SICLONE Assets, or

(vi) violate any court order or decree to which either SICLONE or its subsidiaries are subject;

The SICLONE Assets - Ownership and Condition

(jj) Business Assets. The SICLONE Assets comprise all of the property and assets of the SICLONE Business, and no other person, firm or corporation owns any assets used by SICLONE or its subsidiaries in operating the SICLONE Business, whether under a lease, rental agreement or other arrangement, other than as disclosed in Schedules "A" hereto;

(kk) Title. SICLONE or its subsidiaries are the legal and beneficial owner of the SICLONE Assets, free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances or other claims whatsoever, save and except as disclosed in Schedules "A" hereto;

(ll) No Option. No person, firm or corporation has any agreement or option or a right capable of becoming an agreement for the purchase of any of the SICLONE Assets;

(mm) SICLONE Insurance Policies. SICLONE and its subsidiaries maintain the public liability insurance and insurance against loss or damage to the SICLONE Assets and the SICLONE Business as described in Schedule "A" hereto;

(nn) SICLONE Material Contracts. SICLONE does not have any Material Contracts;

(oo) No Default. There has not been any default in any material obligation of SICLONE or any other party to be performed under any of the SICLONE Material Contracts, each of which is in good standing and in full force and effect and unamended (except as disclosed in Schedule "I" hereto), and SICLONE is not aware of any default in the obligations of any other party to any of the SICLONE Material Contracts;

(pp) No Compensation on Termination. There are no agreements, commitments or understandings relating to severance pay or separation allowances on termination of employment of any employee of SICLONE or its subsidiaries. Neither SICLONE nor its subsidiaries are obliged to pay benefits or share profits with any employee after termination of employment except as required by law;

SICLONE Assets - SICLONE Equipment

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

SICLONE Assets - SICLONE Goodwill and Other Assets

(rr) SICLONE Goodwill. SICLONE and its subsidiaries does not carry on the SICLONE Business under any other business or trade names. SICLONE does not have any knowledge of any infringement by SICLONE or its subsidiaries of any patent, trademarks, copyright or trade secret;

The SICLONE Business

(ss) Maintenance of Business. Since the date of the SICLONE Financial Statements, SICLONE and its subsidiaries have not entered into any material agreement or commitment except in the ordinary course and except as disclosed herein;

(tt) Subsidiaries. Except for the ACQUIRER, SICLONE does not own any subsidiaries and does not otherwise own, directly or indirectly, any shares or interest in any other corporation, partnership, joint venture or firm; and

SICLONE - Acquisition Shares

(uu) Acquisition Shares. The Acquisition Shares when delivered to the holders of APOLLO Shares pursuant to the Merger shall be validly issued and outstanding as fully paid and non-assessable shares and the Acquisition Shares shall be transferable upon the books of SICLONE, in all cases subject to the provisions and restrictions of all applicable securities laws.

Non-Merger and Survival

3.2 The representations and warranties of SICLONE contained herein will be true at and as of Closing in all material respects as though such representations and warranties were made as of such time. Notwithstanding the completion of the transactions contemplated hereby, the waiver of any condition contained herein (unless such waiver expressly releases a party from any such representation or warranty) or any investigation made by APOLLO or the APOLLO Shareholders, the representations and warranties of SICLONE shall survive the Closing.

Indemnity

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

ARTICLE 4
COVENANTS OF SICLONE

Covenants

4.1 SICLONE covenants and agrees with APOLLO that it will:

(a) Conduct of Business. Until the Closing, conduct its business diligently and in the ordinary course consistent with the manner in which it generally has been operated up to the date of execution of this Agreement;

(b) Preservation of Business. Until the Closing, use its best efforts to preserve the SICLONE Business and the SICLONE Assets and, without limitation, preserve for APOLLO SICLONE's and its subsidiaries' relationships with any third party having business relations with them;

(c) Access. Until the Closing, give APOLLO, the APOLLO Shareholders, and their representatives full access to all of the properties, books, contracts, commitments and records of SICLONE, and furnish to APOLLO, the APOLLO Shareholders and their representatives all such information as they may reasonably request;

(d) Procure Consents. Until the Closing, take all reasonable steps required to obtain, prior to Closing, any and all third party consents required to permit the Merger and to preserve and maintain the SICLONE Assets notwithstanding the change in control of APOLLO arising from the Merger;

(e) Name Change. Immediately after the execution of this Agreement, take such steps are required to change the name of SICLONE to "APOLLO Medical Holdings, Inc." or such similar name as may be acceptable to the board of directors of APOLLO;

(f) Employment / Consulting Agreement. On or prior to Closing, take such steps as are required to have Roy Fu and Jagdish Belgaum and Valente C. Ramos enter into employment agreements with SICLONE and Murray Williams enter into a consulting agreement with SICLONE on identical terms to their current agreements with APOLLO.

(g) Cancellation of Shares. SICLONE'S issued and outstanding common share capital shall be reduced to 4,606,930 SICLONE common shares by the return to treasury of an aggregate of 9,990,000 SICLONE common shares and SICLONE shall have received a release in form satisfactory to APOLLO from the persons returning such shares in that regard;

(h) Elimination of Debt. SICLONE shall enter into agreements whereby all debts due and owing are eliminated on terms acceptable to APOLLO

(i) Filing of 14f-1 Within ten days of the Closing Date, SICLONE shall file with the Securities and Exchange Commission a report on Form 14f-1 disclosing the change in control of SICLONE;

(j) Resignation of Paul Adams; Appointment of Warren Hosseinion. Upon the execution of this Agreement, Paul Adams shall resign from all positions he holds as an officer of SICLONE. Upon the execution of this Agreement, Warren Hosseinion shall be appointed as Chief Executive Officer and Interim Principal Accounting Officer of SICLONE; and

(k) Change of Address. Upon the execution of this Agreement, SICLONE shall change it executive office address to 1010 N. Central Avenue, Suite 201, Glendale, CA 91202.

Authorization

4.2 SICLONE hereby agrees to authorize and direct any and all federal, state, municipal, foreign and international governments and regulatory authorities having jurisdiction respecting SICLONE and its subsidiaries to release any and all information in their possession respecting SICLONE and its subsidiaries to APOLLO. SICLONE shall promptly execute and deliver to APOLLO any and all consents to the release of information and specific authorizations which APOLLO reasonably requires to gain access to any and all such information.

Survival

4.3 The covenants set forth in this Article shall survive the Closing for the benefit of APOLLO and the APOLLO Shareholders.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF
THE APOLLO SHAREHOLDERS

Representations and Warranties

5.1 The APOLLO Shareholders represent and warrants in all material respects to SICLONE, with the intent that it will rely thereon in entering into this Agreement and in approving and completing the transactions contemplated hereby, that:

APOLLO - Corporate Status and Capacity

(a) Incorporation. APOLLO is a corporation duly incorporated and validly subsisting under the laws of the State of Delaware, and is in good standing with the office of the Secretary of State for the State of Delaware;

(b) Carrying on Business. APOLLO carries on business primarily in the State of California and does not carry on any material business activity in any other jurisdiction. APOLLO has an office in Glendale, Florida and in no other locations. The nature of the APOLLO Business does not require APOLLO to register or otherwise be qualified to carry on business in any other jurisdiction;

(c) Corporate Capacity. APOLLO has the corporate power, capacity and authority to own APOLLO Assets, to carry on the Business of APOLLO and to enter into and complete this Agreement;

APOLLO - Capitalization

(d) Authorized Capital. The authorized capital of APOLLO consists of 125,000,000 shares of common stock, $.0001 par value per share and up to 25,000,000 shares of preferred stock ("Preferred Stock");

(e) Ownership of APOLLO Shares. The issued and outstanding share capital of APOLLO will on Closing consist of 11,485,977 common shares (being the APOLLO Shares), which shares on Closing shall be validly issued and outstanding as fully paid and non-assessable shares. The APOLLO Shareholders will be at Closing the registered and beneficial owners of 11,485,977 APOLLO Shares. The APOLLO Shares owned by the APOLLO Shareholders, as well as all other outstanding APOLLO Shares, will on Closing be free and clear of any and all liens, charges, pledges, encumbrances, restrictions on transfer and adverse claims whatsoever;

(f) No Option. No person, firm or corporation has any agreement, option, warrant, preemptive right or any other right capable of becoming an agreement or option for the acquisition of APOLLO Shares held by the APOLLO Shareholders or for the purchase, subscription or issuance of any of the unissued shares in the capital of APOLLO;

(g) No Restrictions. There are no restrictions on the transfer, sale or other disposition of APOLLO Shares contained in the charter documents of APOLLO or under any agreement;

APOLLO - Records and Financial Statements

(h) Charter Documents. The charter documents of APOLLO have not been altered since its incorporation date, except as filed in the record books of APOLLO;

(i) Corporate Minute Books. The corporate minute books of APOLLO are complete and each of the minutes contained therein accurately reflect the actions that were taken at a duly called and held meeting or by consent without a meeting. All actions by APOLLO which required director or shareholder approval are reflected on the corporate minute books of APOLLO. APOLLO is not in violation or breach of, or in default with respect to, any term of its Certificates of Incorporation (or other charter documents) or by-laws.

(j) APOLLO Financial Statements. The APOLLO Financial Statements present fairly, in all material respects, the assets and liabilities (whether accrued, absolute, contingent or otherwise) of APOLLO, on consolidated basis, as of the respective dates thereof, and the sales and earnings of the APOLLO Business during the periods covered thereby, in all material respects, and have been prepared in substantial accordance with generally accepted accounting principles consistently applied;

(k) APOLLO Accounts Payable and Liabilities. There are no material liabilities, contingent or otherwise, of APOLLO which are not disclosed in Schedule "K" hereto or reflected in the APOLLO Financial Statements except those incurred in the ordinary course of business since the date of the said schedule and the APOLLO Financial Statements, and APOLLO has not guaranteed or agreed to guarantee any debt, liability or other obligation of any person, firm or corporation. Without limiting the generality of the foregoing, all accounts payable and liabilities of APOLLO as of January 31, 2008 are described in Schedule "C" hereto;

(l) APOLLO Accounts Receivable. All APOLLO Accounts Receivable result from bona fide business transactions and services actually rendered without, to the knowledge and belief of APOLLO, any claim by the obligor for set-off or counterclaim;

(m) APOLLO Bank Accounts. All of the APOLLO Bank Accounts, their location, numbers and the authorized signatories thereto are as set forth in Schedule "C" hereto;

(n) No Debt to Related Parties. Except as disclosed in Schedule "C" hereto, APOLLO is not, and on Closing will not be, materially indebted to the APOLLO Shareholders nor to any family member thereof, nor to any affiliate, director or officer of APOLLO or the APOLLO Shareholders except accounts payable on account of bona fide business transactions of APOLLO incurred in normal course of APOLLO Business, including employment agreements with the APOLLO Shareholders, none of which are more than 30 days in arrears;

(o) No Related Party Debt to APOLLO. Neither the APOLLO Shareholders nor any director, officer or affiliate of APOLLO are now indebted to or under any financial obligation to APOLLO on any account whatsoever, except for advances on account of travel and other expenses not exceeding $5,000 in total;

(p) No Dividends. No dividends or other distributions on any shares in the capital of APOLLO have been made, declared or authorized since the date of the APOLLO Financial Statements;

(q) No Payments. No payments of any kind have been made or authorized since the date of the APOLLO Financial Statements to or on behalf of the APOLLO Shareholders or to or on behalf of officers, directors, shareholders or employees of APOLLO or under any management agreements with APOLLO, except payments made in the ordinary course of business and at the regular rates of salary or other remuneration payable to them;

(r) No Pension Plans. There are no pension, profit sharing, group insurance or similar plans or other deferred compensation plans affecting APOLLO;

(s) No Adverse Events. Since the date of the APOLLO Financial Statements:

(i) there has not been any material adverse change in the consolidated financial position or condition of APOLLO, its liabilities or the APOLLO Assets or any damage, loss or other change in circumstances materially affecting APOLLO, the APOLLO Business or the APOLLO Assets or APOLLO's right to carry on the APOLLO Business, other than changes in the ordinary course of business,

(ii) there has not been any damage, destruction, loss or other event (whether or not covered by insurance) materially and adversely affecting APOLLO, the APOLLO Business or the APOLLO Assets,

(iii) there has not been any material increase in the compensation payable or to become payable by APOLLO to the APOLLO Shareholders or to any of APOLLO's officers, employees or agents or any bonus, payment or arrangement made to or with any of them,

(iv) the APOLLO Business has been and continues to be carried on in the ordinary course,

(v) APOLLO has not waived or surrendered any right of material value,

(vi) APOLLO has not discharged or satisfied or paid any lien or encumbrance or obligation or liability other than current liabilities in the ordinary course of business, and

(vii) no capital expenditures in excess of $10,000 individually or $30,000 in total have been authorized or made;

APOLLO - Income Tax Matters

(t) Tax Returns. All tax returns and reports of APOLLO required by law to be filed have been filed and are true, complete and correct, and any taxes payable in accordance with any return filed by APOLLO or in accordance with any notice of assessment or reassessment issued by any taxing authority have been so paid;

(u) Current Taxes. Adequate provisions have been made for taxes payable for the current period for which tax returns are not yet required to be filed and there are no agreements, waivers, or other arrangements providing for an extension of time with respect to the filing of any tax return by, or payment of, any tax, governmental charge or deficiency by APOLLO. APOLLO is not aware of any contingent tax liabilities or any grounds which would prompt a reassessment including aggressive treatment of income and expenses in filing earlier tax returns;

APOLLO - Applicable Laws and Legal Matters

(v) Licenses. APOLLO holds all licenses and permits as may be requisite for carrying on the APOLLO Business in the manner in which it has heretofore been carried on, which licenses and permits have been maintained and continue to be in good standing except where the failure to obtain or maintain such licenses or permits would not have a material adverse effect on the APOLLO Business;

(w) Applicable Laws. APOLLO has not been charged with or received notice of breach of any laws, ordinances, statutes, regulations, by-laws, orders or decrees to which it is subject or which applies to it the violation of which would have a material adverse effect on the APOLLO Business, and, to APOLLO's knowledge, APOLLO is not in breach of any laws, ordinances, statutes, regulations, by-laws, orders or decrees the contravention of which would result in a material adverse impact on the APOLLO Business;

(x) Pending or Threatened Litigation. There is no material litigation or administrative or governmental proceeding pending or threatened against or relating to APOLLO, the APOLLO Business, or any of the APOLLO Assets, nor does APOLLO have any knowledge of any deliberate act or omission of APOLLO that would form any material basis for any such action or proceeding;

(y) No Bankruptcy. APOLLO has not made any voluntary assignment or proposal under applicable laws relating to insolvency and bankruptcy and no bankruptcy petition has been filed or presented against APOLLO and no order has been made or a resolution passed for the winding-up, dissolution or liquidation of APOLLO;

(z) Labor Matters. APOLLO is not a party to any collective agreement relating to the APOLLO Business with any labor union or other association of employees and no part of the APOLLO Business has been certified as a unit appropriate for collective bargaining or, to the knowledge of APOLLO, has made any attempt in that regard and APOLLO has no reason to believe that any current employees will leave APOLLO's employ as a result of this Merger.

(aa) Finder's Fees. APOLLO is not a party to any agreement which provides for the payment of finder's fees, brokerage fees, commissions or other fees or amounts which are or may become payable to any third party in connection with the execution and delivery of this Agreement and the transactions contemplated herein;

Execution and Performance of Agreement

(bb) Authorization and Enforceability. The execution and delivery of this Agreement, and the completion of the transactions contemplated hereby, have been duly and validly authorized by all necessary corporate action on the part of APOLLO;

(cc) No Violation or Breach. The execution and performance of this Agreement will not

(i) violate the charter documents of APOLLO or result in any breach of, or default under, any loan agreement, mortgage, deed of trust, or any other agreement to which APOLLO is a party,

(ii) give any person any right to terminate or cancel any agreement including, without limitation, APOLLO Material Contracts, or any right or rights enjoyed by APOLLO,

(iii) result in any alteration of APOLLO's obligations under any agreement to which APOLLO is a party including, without limitation, the APOLLO Material Contracts,

(iv) result in the creation or imposition of any lien, encumbrance or restriction of any nature whatsoever in favor of a third party upon or against the APOLLO Assets,

(v) result in the imposition of any tax liability to APOLLO relating to APOLLO Assets or the APOLLO Shares, or

(vi) violate any court order or decree to which either APOLLO is subject;

APOLLO Assets - Ownership and Condition

(dd) Business Assets. The APOLLO Assets comprise all of the property and assets of the APOLLO Business, and neither the APOLLO Shareholders nor any other person, firm or corporation owns any assets used by APOLLO in operating the APOLLO Business, whether under a lease, rental agreement or other arrangement, other than as disclosed in Schedules "C" hereto;

(ee) Title. APOLLO is the legal and beneficial owner of the APOLLO Assets, free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances or other claims whatsoever, save and except as disclosed in Schedules "C" hereto;

(ff) No Option. No person, firm or corporation has any agreement or option or a right capable of becoming an agreement for the purchase of any of the APOLLO Assets;

(gg) APOLLO Insurance Policies. APOLLO maintains the public liability insurance and insurance against loss or damage to the APOLLO Assets and the APOLLO Business as described in Schedule "C" hereto;

(hh) APOLLO Material Contracts. The APOLLO Material Contracts listed in Schedule "C" constitute all of the material contracts of APOLLO;

(ii) No Default. There has not been any default in any material obligation of APOLLO or any other party to be performed under any of APOLLO Material Contracts, each of which is in good standing and in full force and effect and unamended, and APOLLO is not aware of any default in the obligations of any other party to any of the APOLLO Material Contracts;

(jj) Reserved.;

APOLLO Assets - APOLLO Equipment

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

APOLLO Assets - APOLLO Goodwill and Other Assets

(ll) APOLLO Goodwill. APOLLO carries on the APOLLO Business only under the name "APOLLO Incorporated" and variations thereof and under no other business or trade names. APOLLO does not have any knowledge of any infringement by APOLLO of any patent, trademark, copyright or trade secret;

The Business of APOLLO

(mm) Maintenance of Business. Since the date of the APOLLO Financial Statements, the APOLLO Business has been carried on in the ordinary course and APOLLO has not entered into any material agreement or commitment except in the ordinary course; and

(nn) Subsidiaries. APOLLO does not own any subsidiaries and does not otherwise own, directly or indirectly, any shares or interest in any other corporation, partnership, joint venture or firm and APOLLO does not own any subsidiary and does not otherwise own, directly or indirectly, any shares or interest in any other corporation, partnership, joint venture or firm.

Non-Merger and Survival

5.2 The representations and warranties of the APOLLO Shareholders contained herein will be true at and as of Closing in all material respects as though such representations and warranties were made as of such time. Notwithstanding the completion of the transactions contemplated hereby, the waiver of any condition contained herein (unless such waiver expressly releases a party from any such representation or warranty) or any investigation made by SICLONE, the representations and warranties of the APOLLO Shareholders shall survive the Closing.

Indemnity

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

ARTICLE 6
COVENANTS OF APOLLO AND THE APOLLO SHAREHOLDERS

Covenants

6.1 APOLLO and the APOLLO Shareholders covenant and agree with SICLONE that they will:

(a) Conduct of Business. Until the Closing, conduct the APOLLO Business diligently and in the ordinary course consistent with the manner in which the APOLLO Business generally has been operated up to the date of execution of this Agreement;

(b) Preservation of Business. Until the Closing, use their best efforts to preserve the APOLLO Business and the APOLLO Assets and, without limitation, preserve for SICLONE APOLLO's relationships with their suppliers, customers and others having business relations with them;

(c) Access. Until the Closing, give SICLONE and its representatives full access to all of the properties, books, contracts, commitments and records of APOLLO relating to APOLLO, the APOLLO Business and the APOLLO Assets, and furnish to SICLONE and its representatives all such information as they may reasonably request;

(d) Procure Consents. Until the Closing, take all reasonable steps required to obtain, prior to Closing, any and all third party consents required to permit the Merger and to preserve and maintain the APOLLO Assets, including the APOLLO Material Contracts, notwithstanding the change in control of APOLLO arising from the Merger;

(e) Reporting and Internal Controls. From and after the Effective Time, the APOLLO Shareholders shall forthwith take all required actions to implement internal controls on the business of the Surviving Company to ensure that the Surviving Company and SICLONE comply with Section 13(b)(2) of the Securities and Exchange Act of 1934; and

Authorization

6.2 APOLLO hereby agrees to authorize and direct any and all federal, state, municipal, foreign and international governments and regulatory authorities having jurisdiction respecting APOLLO to release any and all information in their possession respecting APOLLO to SICLONE. APOLLO shall promptly execute and deliver to SICLONE any and all consents to the release of information and specific authorizations which SICLONE reasonably require to gain access to any and all such information.

Survival

6.3 The covenants set forth in this Article shall survive the Closing for the benefit of SICLONE.

ARTICLE 7
CONDITIONS PRECEDENT

Conditions Precedent in favor of SICLONE

7.1 SICLONE's obligations to carry out the transactions contemplated hereby are subject to the fulfillment of each of the following conditions precedent on or before the Closing:

(a) all documents or copies of documents required to be executed and delivered to SICLONE hereunder will have been so executed and delivered;

(b) all of the terms, covenants and conditions of this Agreement to be complied with or performed by APOLLO or the APOLLO Shareholders at or prior to the Closing will have been complied with or performed;

(c) SICLONE shall have completed its review and inspection of the books and records of APOLLO and shall be satisfied with same in all material respects;

(d) title to the APOLLO Shares held by the APOLLO Shareholders and to the APOLLO Assets will be free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances or other claims whatsoever, save and except as disclosed herein;

(e) the Certificate of Merger shall be executed by APOLLO in form acceptable for filing with the Delaware Secretary of State;

(f) subject to Article 8 hereof, there will not have occurred

(i) any material adverse change in the financial position or condition of APOLLO, its liabilities or the APOLLO Assets or any damage, loss or other change in circumstances materially and adversely affecting the APOLLO Business or the APOLLO Assets or APOLLO's right to carry on the APOLLO Business, other than changes in the ordinary course of business, none of which has been materially adverse, or

(ii) any damage, destruction, loss or other event, including changes to any laws or statutes applicable to APOLLO or the APOLLO Business (whether or not covered by insurance) materially and adversely affecting APOLLO, the APOLLO Business or the APOLLO Assets; and

(g) the transactions contemplated hereby shall have been approved by all other regulatory authorities having jurisdiction over the subject matter hereof, if any.

Waiver by SICLONE

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

Conditions Precedent in Favor of APOLLO and the APOLLO Shareholders

7.3 The obligation of APOLLO and the APOLLO Shareholders to carry out the transactions contemplated hereby is subject to the fulfillment of each of the following conditions precedent on or before the Closing:

(a) all documents or copies of documents required to be executed and delivered to APOLLO hereunder will have been so executed and delivered;

(b) all of the terms, covenants and conditions of this Agreement to be complied with or performed by SICLONE at or prior to the Closing will have been complied with or performed;

(c) APOLLO shall have completed its review and inspection of the books and records of SICLONE and its subsidiaries and shall be satisfied with same in all material respects;

(d) SICLONE will have delivered the Acquisition Shares to be issued pursuant to the terms of the Merger to APOLLO at the Closing and the Acquisition Shares will be registered on the books of SICLONE in the name of the holder of APOLLO Shares at the Effective Time;

(e) title to the Acquisition Shares will be free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances or other claims whatsoever;

(f) the Certificate of Merger shall be executed by the ACQUIRER in form acceptable for filing with the Delaware Secretary of State;

(g) subject to Article 8 hereof, there will not have occurred

(i) any material adverse change in the financial position or condition of SICLONE, its subsidiaries, their liabilities or the SICLONE Assets or any damage, loss or other change in circumstances materially and adversely affecting SICLONE, the SICLONE Business or the SICLONE Assets or SICLONE' right to carry on the SICLONE Business, other than changes in the ordinary course of business, none of which has been materially adverse, or

(ii) any damage, destruction, loss or other event, including changes to any laws or statutes applicable to SICLONE or the SICLONE Business (whether or not covered by insurance) materially and adversely affecting SICLONE, its subsidiaries, the SICLONE Business or the SICLONE Assets; and

(h) the transactions contemplated hereby shall have been approved by all other regulatory authorities having jurisdiction over the subject matter hereof, if any.

(i) SICLONE'S issued and and outstanding common share capital shall be reduced to 4,606,930 SICLONE Common Shares, by the return to treasury of an aggregate of 9,990,000 SICLONE Common Shares and SICLONE shall have received a release in form satisfactory to APOLLO from the persons returning such shares in that regard;

(j) SICLONE will have entered into agreements whereby all debts due and owing are eliminated on terms acceptable to APOLLO.

Waiver by APOLLO and the APOLLO Shareholders

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

Nature of Conditions Precedent

7.5 The conditions precedent set forth in this Article are conditions of completion of the transactions contemplated by this Agreement and are not conditions precedent to the existence of a binding agreement. Each party acknowledges receipt of the sum of $1.00 and other good and valuable consideration as separate and distinct consideration for agreeing to the conditions of precedent in favor of the other party or parties set forth in this Article.

Termination

7.6 Notwithstanding any provision herein to the contrary, if the Closing does not occur on or before June 30, 2008, this Agreement will be at an end and will have no further force or effect, unless otherwise agreed upon by the parties in writing.

Confidentiality

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

ARTICLE 8
RISK

Material Change in the Business of APOLLO

8.1 If any material loss or damage to the APOLLO Business occurs prior to Closing and such loss or damage, in SICLONE's reasonable opinion, cannot be substantially repaired or replaced within sixty (60) days, SICLONE shall, within two (2) days following any such loss or damage, by notice in writing to APOLLO, at its option, either:

(a) terminate this Agreement, in which case no party will be under any further obligation to any other party; or

(b) elect to complete the Merger and the other transactions contemplated hereby, in which case the proceeds and the rights to receive the proceeds of all insurance covering such loss or damage will, as a condition precedent to SICLONE' obligations to carry out the transactions contemplated hereby, be vested in APOLLO or otherwise adequately secured to the satisfaction of SICLONE on or before the Closing Date.

Material Change in the SICLONE Business

8.2 If any material loss or damage to the SICLONE Business occurs prior to Closing and such loss or damage, in APOLLO's reasonable opinion, cannot be substantially repaired or replaced within sixty (60) days, APOLLO shall, within two (2) days following any such loss or damage, by notice in writing to SICLONE, at its option, either:

(a) terminate this Agreement, in which case no party will be under any further obligation to any other party; or

(b) elect to complete the Merger and the other transactions contemplated hereby, in which case the proceeds and the rights to receive the proceeds of all insurance covering such loss or damage will, as a condition precedent to APOLLO's obligations to carry out the transactions contemplated hereby, be vested in SICLONE or otherwise adequately secured to the satisfaction of APOLLO on or before the Closing Date.

ARTICLE 9
CLOSING

Closing

9.1 The Merger and the other transactions contemplated by this Agreement will be closed at the Place of Closing in accordance with the closing procedure set out in this Article.

Documents to be Delivered by APOLLO

9.2 On or before the Closing, APOLLO and the APOLLO Shareholders will deliver or cause to be delivered to SICLONE:

(a) the original or certified copies of the charter documents of APOLLO and all corporate records documents and instruments of APOLLO, the corporate seal of APOLLO and all books and accounts of APOLLO;

(b) all reasonable consents or approvals required to be obtained by APOLLO for the purposes of completing the Merger and preserving and maintaining the interests of APOLLO under any and all APOLLO Material Contracts and in relation to APOLLO Assets;

(c) certified copies of such resolutions of the shareholder and director of APOLLO as are required to be passed to authorize the execution, delivery and implementation of this Agreement;

(d) an acknowledgement from APOLLO and the APOLLO Shareholders of the satisfaction of the conditions precedent set forth in section 7.3 hereof;

(e) the Certificate of Merger, duly executed by APOLLO; and

(f) such other documents as SICLONE may reasonably require to give effect to the terms and intention of this Agreement.

Documents to be Delivered by SICLONE

9.3 On or before the Closing, SICLONE shall deliver or cause to be delivered to APOLLO and the APOLLO Shareholders:

(a) share certificates representing the Acquisition Shares duly registered in the names of the holders of shares of APOLLO Common Stock;

(b) certified copies of such resolutions of the directors of SICLONE as are required to be passed to authorize the execution, delivery and implementation of this Agreement, together with the appointment of Warren Hosseinion as a member of the Board of Directors of SICLONE;

(c) a certified copy of a resolution of the directors of SICLONE dated as of the Closing Date appointing the nominees of APOLLO as officers of APOLLO;

(d) an acknowledgement from SICLONE of the satisfaction of the conditions precedent set forth in section 7.1 hereof;

(e) the signed resignation of Paul Adams as Chief Executive Officer and Principal Accounting Officer of SICLONE which shall be effective at or prior to Closing and the signed resignation of Paul Adams as a director of SICLONE, which shall be effective 10 days following the filing of the 14f-1;

(f) the Certificate of Merger, duly executed by the ACQUIRER;

(g) the irrevocable letter of instruction to SICLONE's transfer agent instructing the transfer agent to issue the Acquisition Shares; and

(h) such other documents as APOLLO may reasonably require to give effect to the terms and intention of this Agreement.

ARTICLE 10
POST-CLOSING MATTERS

Forthwith after the Closing, SICLONE, APOLLO and the APOLLO Shareholders agree to use all their best efforts to:

(a) file the Certificate of Merger with Secretary of State of the State of Delaware;

(b) issue a news release reporting the Closing;

(c) file a Form 8-K with the Securities and Exchange Commission disclosing the terms of this Agreement and which includes audited financial statements of APOLLO as well as pro forma financial information of APOLLO and SICLONE as required by Regulation SX as promulgated by the Securities and Exchange Commission;

(d) file 14f-1 disclosing the change in control of SICLONE; and

(e) file reports on Forms 13D and 3 with the Securities and Exchange Commission disclosing the acquisition of the Acquisition Shares by the APOLLO Shareholders.

ARTICLE 11
GENERAL PROVISIONS

Arbitration

11.1 The parties hereto shall attempt to resolve any dispute, controversy, difference or claim arising out of or relating to this Agreement by negotiation in good faith. If such good negotiation fails to resolve such dispute, controversy, difference or claim within fifteen (15) days after any party delivers to any other party a notice of its intent to submit such matter to arbitration, then any party to such dispute, controversy, difference or claim may submit such matter to arbitration in the City of New York, New York.

Notice

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

Addresses for Service

11.3 The address for service of notice of each of the parties hereto is as follows:

(a) SICLONE or the ACQUIRER:

SICLONE
Paul Adams
c/o Nathan W. Drage, P.C.
4766 Holladay Blvd.
Holladay, UT 84117
Telephone no.: (801) 273-9300
Facsimile no.: (801) 273-9314

(b) APOLLO or the APOLLO Shareholders

1010 N. Central Avenue, Suite 201
Glendale, CA 91202
Attention: Dr. Warrren Hosseinion
Telephone no.: (818) 507-4617
Facsimile no.: (818) 409-7615

With a copy to:

Sichenzia Ross Friedman Ference LLP
61 Broadway, 32nd Floor
New York, New York 10006
Attn: Andrea Cataneo, Esq.
Phone: (212) 930-9700
Telecopier: (212) 930-9725

Change of Address

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

Further Assurances

11.5 Each of the parties will execute and deliver such further and other documents and do and perform such further and other acts as any other party may reasonably require to carry out and give effect to the terms and intention of this Agreement.

Time of the Essence

11.6 Time is expressly declared to be the essence of this Agreement.

Entire Agreement

11.7 The provisions contained herein constitute the entire agreement among APOLLO, the APOLLO Shareholders, the ACQUIRER and SICLONE respecting the subject matter hereof and supersede all previous communications, representations and agreements, whether verbal or written, among APOLLO, the APOLLO Shareholders, the ACQUIRER and SICLONE with respect to the subject matter hereof.

Enurement

11.8 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

Assignment

11.9 This Agreement is not assignable without the prior written consent of the parties hereto.

Counterparts

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

Applicable Law

11.11 This Agreement is subject to the laws of the State of New York.

[Remainder of page intentionally left blank.]

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

SICLONE INDUSTRIES, INC.

By: /s/ Paul Adams

Paul Adams, Chief Executive Officer and Principal Accounting Officer

Witness

Name

Address

APOLLO MEDICAL MANAGEMENT, INC.

By: /s/ Warren Hosseinion

Warren Hosseinion, Chief Executive Officer,

Witness

Name

Address

APOLLO ACQUISITION CO., INC

By: /s/ Warren Hosseinion

Warren Hosseinion, Chief Executive Officer

Witness

Name

.

Address

APOLLO, INC. SHAREHOLDERS FOLLOW

Schedule “A”	SICLONE Form Q as filed with the Securities and Exchange Commission on May 20, 2008
Schedule “B”	Settlement Agreement
Schedule “C”	Audited Financial Statements of APOLLO as of January 31, 2008

Exhibit 16.1 Letter on change of certifying accountant

Child, Van Wagoner & Bradshaw, PLLC
5296 South Commerce Drive, Suite 300
Salt Lake City, Utah 84107-5370 (801) 281-4700

June 17, 2008

Securities and Exchange Commission
100 F Street, NE
Washington, D.C. 20549

Ladies and Gentlemen:

The firm of Child, Van Wagoner & Bradshaw, PLLC was previously principal accountant for Siclone Industries, Inc. ("the Company") and reported on the financial statements of the Company for the year ended December 31, 2007. We have read the Company's statements included under Item 4.01 of its Form 8-K dated June 17, 2008, and agree with such statements as they pertain to our firm.

Very truly yours,

/s/ Child, Van Wagoner & Bradshaw, PLLC

Child, Van Wagoner & Bradshaw, PLLC

Report of Independent Registered Public Accounting Firm

Board of Directors and Stockholders of
Apollo Medical Management, Inc
(A Development Stage Company)

We have audited the accompanying balance sheet of Apollo Medical Management, Inc (a development stage company) as of January 31, 2008 and the related statements of operations, stockholders' equity, and cash flows for each of the years in the two year period ended January 31, 2008 and for the period from inception (October 17, 2006) to January 31, 2008. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Apollo Medical Management, Inc (a development stage company) as of January 31, 2008, and the results of their operations and their cash flows for each of the years in the two year period ended January 31, 2008 and for the period from inception (October 17, 2006) to January 31, 2007, in conformity with U.S. generally accepted accounting principles.

The Company's financial statements are prepared using the generally accepted accounting principles applicable to a going concern, which contemplates the realization of assets and liquidation of liabilities in the normal course of business. The Company is a development stage entity and has accumulated deficit of $153,136 for the period from inception (October 17, 2006) to January 31, 2008, working capital of $28,864 and cash flows from operating activities of $155,555. This factor, as discussed in Note 2 to the financial statements raises substantial doubt about the Company's ability to continue as a going concern. Management's plans in regard to the matter are also described in Note 2. The statements do not include any adjustments that might result from the outcome of this uncertainty.

/s/ Kabani & Company, Inc.
Certified Public Accountants

Los Angeles, California
April 10, 2008

APOLLO MEDICAL MANAGEMENT, INC
(A DEVELOPMENT STAGE COMPANY)
BALANCE SHEET
JANUARY 31, 2008

ASSETS

CURRENT ASSETS:		
Cash and cash equivalents	$	44,352
Prepaid expenses		15,719
Total Current Assets	$	60,071

LIABILITIES AND STOCKHOLDER'S DEFICIT

CURRENT LIABILITIES:		
Accrued expenses	$	13,300
Due to related parties		17,907
Total current liabilities		31,207
STOCKHOLDERS' DEFICIT:		
Preferred stock, par value $.0001 per share; 25,000,000 shares authorized; none issued		-
Common stock, $.0001 par value; 100,000,000 shares authorized; 11,064,000 shares issued and 10,364,000 shares outstanding		1036
Additional paid in capital		180,964
Accumulated deficit		(153,136)
Total stockholders' deficit		28,864
Total liabilities and stockholder's deficit	$	60,071

The accompany notes are an integral part of these audited financial statements

APOLLO MEDICAL MANAGEMENT, INC
(A DEVELOPMENT STAGE COMPANY)
STATEMENTS OF OPERATIONS
FOR THE YEARS ENDED JANUARY 31, 2008 AND 2007
AND FOR THE PERIOD FROM INCEPTION (OCTOBER 17, 2006) TO JANUARY 31, 2008

	For the Year Ended January 31,		For The Period From October 17, 2006 (Inception) to January 31,
	2008	2007	2008
NET REVENUE	$ 90,500	$ 45,000	$ 135,500
COST OF REVENUE	44,643	3,124	47,767
GROSS PROFIT	45,857	41,876	87,733
OPERATING EXPENSES			
General and administrative expenses	199,519	39,750	239,269
NET LOSS BEFORE INCOME TAXES	(153,662)	2,126	(151,536)
Provision for Income Tax	800	800	1,600
NET LOSS	$ (154,462)	$ 1,326	$ (153,136)
WEIGHTED AVERAGE SHARES OF COMMON STOCK OUTSTANDING, BASIC AND DILUTED	10,105,710	9,433,962	
***BASIC AND DILUTED NET LOSS PER SHARE**	$ (0.02)	$ -	

The accompanying notes are an integral part of these audited financial statements

* Weighted average number of shares used to compute basis and diluted loss per share is the same since the effect of dilutive securities is anti-dilutive

APOLLO MEDICAL MANAGEMENT, INC
(A DEVELOPMENT STAGE COMPANY)
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JANUARY 31, 2008 AND 2007
AND FOR THE PERIOD FROM INCEPTION (OCTOBER 17, 2006) TO JANUARY 31, 2008

	January 31		For the period from October 17, 2006 (inception) to January 31,
	2008	**2007**	**2008**
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net income (loss)	$ (154,462)	$ 1,326	$ (153,136)
Adjustments to reconcile netincome/(loss) to net cash used in			
operating activities:			
Change in assets and liabilities			
Prepaid expense	(1,320)	(14,398)	(15,719)
Accrued expenses	(1,756)	15,057	13,300
Net cash provided by/(used in) operating activities	(157,539)	1,984	(155,555)
CASH FLOWS FROM FINANCING ACTIVITIES:			
Proceeds from Issuance of Shares	182,000	-	182,000
Proceeds from (payments to) related party loans	17,707	200	17,907
Net cash provided by financing activities	199,707	200	199,907
NET INCREASE IN CASH & CASH EQUIVALENTS	42,168	2,184	44,352
CASH & CASH EQUIVALENTS, BEGINNING BALANCE	2,184	-	-
CASH & CASH EQUIVALENTS, ENDING BALANCE	$ 44,352	$ 2,184	$ 44,352

The accompanying notes are an integral part of these audited financial statements

APOLLO MEDICAL MANAGEMENT, INC
(A DEVELOPMENT STAGE COMPANY)
STATEMENTS OF STOCKHOLDERS' DEFICIT
FOR THE PERIOD FROM OCTOBER 17, 2006 (INCEPTION) TO JANUARY 31, 2008

	Common Stock				
	Number of shares	Amount	Additional paid in capital	Accumulated Deficit	Stockholders' equity (deficit)
Issuance of founders shares	10,000,000	$ 1000	$ (1000)	$ -	-
Net income				1326	1326
Balance at January 31, 2007	10,000,000	$ 1000	(1000)	-	-
Issuance of shares for cash	364,000	36	181,964	-	182,000
Net loss for the year ended January 31, 2008	-		-	(154,462)	(154,462)
Balance at January 31, 2008	10,364,000	$ 1036	$ 180,964	$ (153,136)	$ 28,864

The accompany notes are an integral part of these audited financial statements

NOTE 1 - DESCRIPTION OF DEVELOPMENT STAGE OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Description of operations

Apollo Medical Management, Inc., a Delaware corporation (the "Company"), was incorporated on October 17, 2006

The Company is a medical management company focused on managing the provision of hospital-based medicine through its Affiliated Medical Groups, which currently consist of ApolloMed Hospitalists ("AMH") and Apollo Medical Associates ("AMA"). The Company's goal is to become a leading provider of management services to medical groups that provide comprehensive inpatient care services such as hospitalists, emergency room physicians, and other hospital-based specialists.

The Company has contracted to provide management services to AMH and AMA, both of which are affiliates of the Company, by virtue of their management agreements with the Company and/or common management and/or common ownership by Warren Hosseinion, M.D. and Adrian Vazquez, M.D., who are also the Company's directors and executive officers. AMH was founded in June 2001 and currently provides hospitalist services at seven hospitals. AMA was founded in October 2006 as a vehicle for acquisition of hospital-based medical practices.

Development stage operations

The Company is a development stage company as defined in Statement of Financial Accounting Standards ("SFAS") No. 7, "Accounting and Reporting by Development Stage Enterprises." Since inception, operations have been devoted to acquire or manage medical practices and, to raise capital. The Company is devoting substantially all of its present efforts to establishing its new business, and its planned principal operations have not yet commenced. All losses accumulated since inception has been considered as part of the Company's development stage activities.

Basis of Presentation

The accompanying financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America.

Use of estimates

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

Fair Value of Financial Instruments

Statement of financial accounting standard No. 107, Disclosures about fair value of financial instruments, requires that the Company disclose estimated fair values of financial instruments. The carrying amounts reported in the statements of financial position for assets and liabilities qualifying as financial instruments are a reasonable estimate of fair value.

Concentration of Credit Risk

Financial instruments, which potentially subject the Company to concentrations of credit risk, consist of cash and cash equivalents. The Company monitors its exposure for credit losses and maintains allowances for anticipated losses, as required.

Stock-based compensation

On October 17, 2006 the Company adopted SFAS No. 123R, "Share-Based Payment, an Amendment of FASB Statement No. 123." As of the date of this report the Company has no stock based incentive plan in effect.

Basic and Diluted Earnings Per Share

Earnings per share is calculated in accordance with the Statement of financial accounting standards No. 128 (SFAS No. 128), "Earnings per share". SFAS No. 128 superseded Accounting Principles Board Opinion No.15 (APB 15). Net income (loss) per share for all periods presented has been restated to reflect the adoption of SFAS No. 128. Basic net income per share is based upon the weighted average number of common shares outstanding. Diluted net income (loss) per share is based on the assumption that all dilutive convertible shares and stock options were converted or exercised. Dilution is computed by applying the treasury stock method. Under this method, options and warrants are assumed to be exercised at the beginning of the period (or at the time of issuance, if later), and as if funds obtained thereby were used to purchase common stock at the average market price during the period.

Cash and cash equivalents

Cash and cash equivalents include cash in bank representing Company's current operating account.

Income taxes

The Company utilizes SFAS No. 109, "Accounting for Income Taxes," which requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the financial statements or tax returns. Under this method, deferred income taxes are recognized for the tax consequences in future years of differences between the tax bases of assets and liabilities and their financial reporting amounts at each period end based on enacted tax laws and statutory tax rates applicable to the periods in which the differences are expected to affect taxable income. Valuation allowances are established, when necessary, to reduce deferred tax assets to the amount expected to be realized.

Costs of services

The Company bears all the costs of services which include insurance, maintenance, professional privileges and communications costs.

Recently Issued Accounting Pronouncements

In September 2006, FASB issued SFAS 158 'Employers' Accounting for Defined Benefit Pension and Other Postretirement Plans—an amendment of FASB Statements No. 87, 88, 106, and 132(R). This Statement improves financial reporting by requiring an employer to recognize the over funded or under funded status of a defined benefit postretirement plan (other than a multiemployer plan) as an asset or liability in its statement of financial position and to recognize changes in that funded status in the year in which the changes occur through comprehensive income of a business entity or changes in unrestricted net assets of a not-for-profit organization. This Statement also improves financial reporting by requiring an employer to measure the funded status of a plan as of the date of its year-end statement of financial position, with limited exceptions. An employer with publicly traded equity securities is required to initially recognize the funded status of a defined benefit postretirement plan and to provide the required disclosures as of the end of the fiscal year ending after December 15, 2006. An employer without publicly traded equity securities is required to recognize the funded status of a defined benefit postretirement plan and to provide the required disclosures as of the end of the fiscal year ending after June 15, 2007. However, an employer without publicly traded equity securities is required to disclose the following information in the notes to financial statements for a fiscal year ending after December 15, 2006, but before June 16, 2007, unless it has applied the recognition provisions of this Statement in preparing those financial statements:

a. A brief description of the provisions of this Statement

b. The date that adoption is required

c. The date the employer plans to adopt the recognition provisions of this Statement, if earlier.

The requirement to measure plan assets and benefit obligations as of the date of the employer's fiscal year-end statement of financial position is effective for fiscal years ending after December 15, 2008. Currently management has no defined benefit pension and post retirement plan and as such this statement has no effect on the Company's financial statements.

In February 2007, FASB issued FASB Statement No. 159, The Fair Value Option for Financial Assets and Financial Liabilities. FAS 159 is effective for fiscal years beginning after November 15, 2007. Early adoption is permitted subject to specific requirements outlined in the new Statement. Therefore, calendar-year companies may be able to adopt FAS 159 for their first quarter 2007 financial statements.

The new Statement allows entities to choose, at specified election dates, to measure eligible financial assets and liabilities at fair value that are not otherwise required to be measured at fair value. If a company elects the fair value option for an eligible item, changes in that item's fair value in subsequent reporting periods must be recognized in current earnings. FAS 159 also establishes presentation and disclosure requirements designed to draw comparison between entities that elect different measurement attributes for similar assets and liabilities. Management is currently evaluating the effect of this pronouncement on financial statements.

In December 2007, the FASB issued SFAS No. 160, "Non-controlling Interests in Consolidated Financial Statements". This Statement amends ARB 51 to establish accounting and reporting standards for the non-controlling (minority) interest in a subsidiary and for the deconsolidation of a subsidiary. It clarifies that a non-controlling interest in a subsidiary is an ownership interest in the consolidated entity that should be reported as equity in the consolidated financial statements. SFAS No. 160 is effective for the Company's fiscal year beginning October 1, 2009. This pronouncement has no effect on Company’s financial statements as the Company does not have any non controlling interest.

In March 2008, the FASB issued FASB Statement No. 161, Disclosures about Derivative Instruments and Hedging Activities. The new standard is intended to improve financial reporting about derivative instruments and hedging activities by requiring enhanced disclosures to enable investors to better understand their effects on an entity's financial position, financial performance, and cash flows The new standard also improves transparency about the location and amounts of derivative instruments in an entity's financial statements; how derivative instruments and related hedged items are accounted for under Statement 133; and how derivative instruments and related hedged items affect its financial position, financial performance, and cash flows. . It is effective for financial statements issued for fiscal years and interim periods beginning after November 15, 2008, with early application encouraged. Management is currently evaluating the effect of this pronouncement on financial statements. This pronouncement has no effect on Company’s financial statements as the Company does not have any derivative instruments.

In December 2007, the FASB issued SFAS No. 141(R), "Business Combinations". This Statement replaces SFAS No. 141, Business Combinations. This Statement retains the fundamental requirements in Statement 141 that the acquisition method of accounting (which Statement 141 called the purchase method) be used for all business combinations and for an acquirer to be identified for each business combination. This Statement also establishes principles and requirements for how the acquirer: a) recognizes and measures in its financial statements the identifiable assets acquired, the liabilities assumed, and any non-controlling interest in the acquiree; b) recognizes and measures the goodwill acquired in the business combination or a gain from a bargain purchase and c) determines what information to disclose to enable users of the financial statements to evaluate the nature and financial effects of the business combination. SFAS No. 141(R) will apply prospectively to business combinations for which the acquisition date is on or after Company's fiscal year beginning October 1, 2009. At present this pronouncement has no effect on Company’s financial statements.

NOTE 2 - GOING CONCERN MATTERS

The accompanying financial statements have been prepared on a going concern basis which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business. As shown in the financial statements, during the period from inception (October 17, 2006) to January 31, 2008, the Company has net accumulated deficit of $(153,136), working capital of $28,864 and cash flows from operating activities of $(155,555). These factors, among others, raise substantial doubt about the Company’s ability to continue as a going concern. The Company’s need for working capital is a key issue for management and necessary for the Company to meet its goals and objectives. The Company continues to pursue additional capitalization opportunities. There is no assurance, however, that the Company will be successful in meeting its goals and objectives in the future.

The financial statements do not include any adjustments relating to the recoverability and classification of liabilities that might be necessary should the Company be unable to continue as a going concern.

The Company has taken certain restructuring steps to provide the necessary capital to continue its operations. These steps included: 1) identification and integration of profitable businesses with the Company’s existing operations 2) raise funds through private placement

NOTE 3 - PREPAID EXPENSES

Prepaid Expenses consist of the following:

	January 31, 2008
Prepaid Professional Fees	$ 2,292
Prepaid Insurance	13,427
	$ 15,719

The Company is responsible for providing malpractice insurance coverage to the 'ApolloMed Hospitalists' an affiliated company as part of its management service agreement.

NOTE 4 - ACCRUED EXPENSES

Accrued expenses consist of the following:

	January 31, 2008
Accrued professional fees	$ 12,443
Accrued Payroll Taxes	857
	$ 13,300

NOTE 5 -RELATED PARTY TRANSACTION

As of January 31, 2008, the company had an unsecured, non interest bearing, due on demand loan of $17,907 payable to a director and shareholder. The loan is advance to the Company to open bank accounts and to pay for insurance malpractice.

During the year ended January 31, 2008 the Company generated revenue of $95,000 compared to $45,000 in 2007 by providing management services to the 'ApolloMed Hospitalists' (AMH), an affiliated company with common ownership interest.

On July 18, 2007 ApolloMed Hospitalists, A Medical Corporation ("AMH") and the Company entered into an agreement whereby ApolloMed Hospitalists is allowing the Company exclusive use of its proprietary ApolloWeb web-based database beginning on August 1, 2007. AMH will, until further notice, not bill the Company for using its software. Apollo Medical Management, Inc., in lieu of free use of the software, will not bill AMH, until further notice, its management fee beginning on August 1, 2007. The Company currently charges a management fee of 10% of AMH net revenue. Both parties agree to continue this arrangement until further notice.

NOTE 6 - STOCKHOLDERS' EQUITY

a) Capitalization

The total number of shares of stock which the Company has the authority to issue is 125,000,000 consisting of 100,000,000 shares of common stock, $0.0001 par value, 25,000,000 shares of preferred stock, $0.0001 par value. The total number of shares of the Company's common stock issued is 11,064,000 and outstanding is 10,364,000 as of January 31, 2008.

b) Issuance of founders shares

During the period from inception (October 17, 2006) to January 31, 2008, the Company issued 5,000,000 shares to each of its two executive officers as founders shares.

c) Issuance of shares for services

During the period from inception (October 17, 2006) to January 31, 2008, the Company transferred to escrow 300,000 shares in the name of RBS Technologies, LLC, which were later cancelled and reissued and transferred to escrow in the name of Stonecreek Associates, Inc. on April 23, 2007 based on the supplemental agreement, to provide consulting services.

During the period from inception (October 17, 2006) to January 31, 2008 the Company transferred to escrow 400,000 shares in the name of Westcap Securities, Inc to provide financial advisory services.

At the date of this report these (Stonecreek & Westcap) shares are held in the Escrow and are subject to the completion of the services based on the individual agreements (See note 8). These shares have been classified as issued but not outstanding, at January 31, 2008, in the accompanying financial statements.

d) Issuance of shares to investors

During the period February 1, 2007 to July 31, 2007, the Company issued 364,000 shares to investors for a total cash value $182,000, resulting in common stock amounting to $36 and additional paid-in capital of $181,964. As part of issuance of shares for cash the Company granted 91,000 stock warrants to investors. The proceeds from the issuance of the 364,000 shares were recorded net of the fair value of the warrants.

Warrants outstanding:

	Aggregate intrinsic value	Number of warrants
Outstanding at January 31, 2007	$-	-
Granted		91,000
Exercised	-	-
Cancelled	-	-
Outstanding at January 31, 2008	$-	91,000

Exercise Price	Warrants outstanding	Weighted average remaining contractual life	Warrants exercisable	Weighted average exercise price
$2.00	91,000	2.7	91,000	$2.00

The grant date fair value of warrants amounting $1,331 which was calculated using the Black-Scholes Option Pricing Model using the following assumptions: risk free rate of return 2.125%, volatility 45.98%, dividend yield of 0% and expected life of 3 years.

NOTE 7 - INCOME TAXES

The Company accounts for income taxes under the provisions of Statement of Financial Accounting Standards No. 109 ("SFAS 109"). Under SFAS 109, deferred income tax assets or liabilities are computed based on the temporary difference between the financial statement and income tax bases of assets and liabilities using the currently enacted marginal income tax rate. Deferred income tax expenses or credits are based on the changes in the deferred income tax assets or liabilities from period to period.

The following is a reconciliation of the provision for income taxes at the U.S. federal income tax rate to the income taxes reflected in the Statement of Operations:

	2008	2007
Current tax expense:		
Federal	-	-
State	800	800
Total current	800	800
Deferred tax credit:		
Federal	55,000	-
State	10,000	-
Less: Valuation allowance	(65,000)	-
Net deferred tax credit	-	-
Tax expense	$800	$800

The components of deferred tax assets are summarized below:

	2008	2007
Deferred tax asset:		
Federal		
Balance carry forward January 31, 2007	$-	$-
Net loss for 2008	55,000	-
State		
Balance carry forward January 31, 2007	-	-
Net loss for 2008	10,000	
Total deferred tax asset	65,000	-
Less: Valuation allowance	(65,000)	-
Deferred tax asset	$-	$-

The following is a reconciliation of the provision for income taxes at the U.S. federal income tax rate to the income taxes reflected in the Statement of Operations:

	2008	2007
Tax expense (credit) at statutory -rate - Federal	34%	34%
State tax expense net of federal tax	6%	6%
Less: Valuation allowance	(40)%	(40)%
Tax expense at actual rate	0%	0%

NOTE 8 - COMMITMENTS & CONTINGENCIES

Consulting Agreements:

On September 5, 2006, ApolloMed Hospitalists, Inc (AMH) a Medical Corporation and its affiliates, subsequently Apollo Medical Management, Inc., entered into a consulting agreement with RBS Technologies, LLC (RBS), which was later assigned to Stonecreek Associates, Inc. on April 23, 2007. According to the terms of this agreement i) RBS will provide certain services to AMH and its affiliated management company in connection with a reverse merger or similar transaction to which the Company, subsequently Apollo Medical Management, Inc., will be a party; ii) prior to the transaction the Company will issue to RBS 300,000 shares of its common stock, as such amount may be adjusted pursuant to the terms of the consulting agreement.

AMH and RBS (subsequently Stonecreek) desire that AMH (or, following its incorporation, the Company, if AMH so elects in its sole and absolute discretion) acts as escrow agent to hold the certificates representing the stock and to deliver the certificates to Stonecreek only if, as and when the transaction is consummated.

The agreement and the shares to be issued according to the agreement, between AMH and RBS Technologies, LLC were assigned to Stonecreek Associates, Inc. on April 23, 2007. On October 18, 2007, Stonecreek Associates, Inc. entered into an agreement with Apollo Medical Management, Inc., which supplements the agreement between RBS Technologies, LLC and ApolloMed Hospitalists dated September 5, 2006. According to the terms, Stonecreek will provide the Company with advice in connection with Financing, which is defined as any capital raising event in which the source of capital has been identified by either Westcap Securities, Inc., Stonecreek or a third party introduced to the Company by Stonecreek. In consideration for its advisory services, the Company agrees to pay Stonecreek a bonus fee of two percent (2%) of the gross proceeds of the financing. The bonus fee is immediately payable in cash upon closing of the first financing or at any successive closing(s) of subsequent financing tranches. The bonus fee herein replaces the cash fee portion of compensation according to the RBS Technologies agreement with AMH.

On September 5, 2006, Westcap Securities, Inc was engaged by ApolloMed Hospitalist, Inc (AMH) a Medical Corporation and an affiliate to the Company to act as exclusive financial adviser. According to the terms of the engagement agreement, Westcap will provide following services.

a) Provide advice regarding capital formation and financial market awareness

b) Provide advice on market potential, financial outlook, and valuation

c) Assist in the “going public” strategy of the Company

d) Assist in preparing marketing materials for proposed financing of the Company

e) Provide general assistance as request by management

The expiration date of the agreement was November 28, 2006 or the completion of a transaction if in process. For services rendered Westcap will receive at the time of closing of a transaction contemplated by the agreement 400,000 shares in AMH (on a post - reverse split basis in AMH or the successor management company). This share amount is based upon a total of 13,000,000 fully diluted shares outstanding for the Company prior to the closing of the initial financing. Any change in the pre - financing fully diluted amount will adjust the share amount due to Westcap on a proportional basis.

On September 5, 2006, Westcap Securities, Inc was engaged by ApolloMed Hospitalist, Inc (AMH) a Medical Corporation and an affiliate to the Company to act as lead placement agent in the proposed offering, issuance and sale of the company’s stock, preferred stock, convertible debentures, debt or any other securities by the company or other similar financing transaction. The expiration date of the agreement was November 28, 2006 or at such date as may be mutually agreed upon by the parties in writing.

The company agrees to pay Westcap for its services a fee (Transaction Fee) equal to 8% and a non-accountable fee of 3% of the aggregated gross proceeds received by the company from the sale of securities in any transaction during the term. In addition, the company agrees to pay Westcap for its services a fee in the form of warrants (Warrant Fee) equal to 3% of the aggregated gross proceeds received by the company from the sale of securities in any transaction during the term. Lastly, the company agrees to pay Westcap for its services a fee (Warrant Exercise Fee) equal to 5% of the aggregated proceeds received by the company as a result of warrants exercised by investors, on the warrants received as a result of the transaction including issuance of any additional warrants pursuant to a “green shoe” if applicable, at any time they are exercised. The transaction fee shall be due and payable and warrant fee shall be issued on the closing of any transaction. The warrant exercise fee shall be payable within 10 business days of receipt of good funds by the company as a result of the exercise of the warrants. In regards to gross proceeds that are not secured by Westcap, the company will pay to Westcap a cash commission of 3.5% of these gross proceeds.

Employment Agreements:

On March 1st, 2007 the Company entered into an employment agreement with Jagdish Belgaum. As per the terms of the agreement Jagdish will provide services as Chief Technology Officer of the Company for the period of year starting the date of the agreement. As part of compensation, the Company will pay Jagdish $1.0 per annum as salary. In addition Jagdish will received stock options to purchase an aggregate of 75,000 shares of common stock with an exercise price of $0.10 per share subject to adoption and approval of stock option or similar plan by the shareholders.

On March 14th, 2007 the Company entered into an employment agreement with Roy Fu, M.D. As per the terms of the agreement Roy will provide services as Chief Medical Officer of the Company for the period of year starting the date of the agreement. As part of compensation, the Company will pay Roy $1.0 per annum as salary. In addition Roy will received stock options to purchase an aggregate of 125,000 shares of common stock with an exercise price of $0.10 per share subject to adoption and approval of stock option or similar plan by the shareholders.

On June 4th, 2007 the Company entered into an employment agreement with Valente C Ramos, M.D. As per the terms of the agreement Valente will provide services as Vice President of Operations of the Company for the period of year starting the date of the agreement. As part of compensation, the Company will pay Valente $1.0 per annum as salary. In addition Valente will received stock options to purchase an aggregate of 200,000 shares of common stock with an exercise price of $0.10 per share subject to adoption and approval of stock option or similar plan by the shareholders.

NOTE 9 - SUBSEQUENT EVENTS

Consulting Agreement:

FA Corp. entered into an agreement with Apollo Medical Management, Inc. on February 11, 2008. FA agrees to provide the Company with advice on accounting and financial matters involved with reverse mergers and PIPE transactions; as well as on-going accounting, SEC financial reporting and “Public Company” related issues. According to the terms of the Consulting Agreement, FA Corp. will receive the amount of eight thousand dollars ($8,000.00) per month and 1/60 of 4.99 percent of the total shares outstanding on a fully-diluted basis, upon closing of the reverse merger, in the form of restricted common stock. All shares shall be placed in escrow maintained at all times by the Company, and issued according to the above formula on the last day of each month. Either party can terminate this Consulting Agreement at any time for any reason, with or without cause, by giving written notice to the other party, it being understood that upon termination, the Agreement shall have no further force or effect.

UNAUDITED PRO FORMA CONSOLIDATED FINANCIAL STATEMENTS

The following pro forma balance sheet and statement of operations have been derived from the balance sheet and statement of operations of Siclone Industries, Inc. at December 31, 2007 and adjusts such information to give effect to the acquisition of Apollo Medical Management, Inc. ("**AMM**"), as if the acquisition had occurred at December 31, 2007. The pro forma balance sheet and statement of operations are presented for informational purposes only and does not purport to be indicative of the financial condition that would have resulted if the acquisition had been consummated at December 31, 2007. The pro forma balance sheet and statement of operations should be read in conjunction with the notes thereto and AMM's financial statements and related notes thereto contained elsewhere in this filing.

On June 13, 2008, Siclone Industries, Inc. ("**we**", the "**Registrant**" or "**SI**") acquired Apollo Medical Management, Inc., a Delaware corporation, through a share exchange (the "**Merger**") between SI, AMM and AMM's shareholders. As a result of the Merger, AMM is now our wholly-owned subsidiary. The Merger was effected pursuant to that certain Agreement and Plan of Merger dated June 13, 2008 (the "**Merger Agreement**").

Immediately following the Merger, we formally ceased the business that we had previously conducted, we closed our offices in Utah, and we moved our offices to the offices of AMM in Southern California. We currently do not plan to conduct any business other than owning the shares of AMM, which will continue to conduct its operations that it has, to date, been engaged in.

For accounting purposes, this transaction was treated as an acquisition of SI and a recapitalization of AMM. AMM is the accounting acquirer and the results of its operations carryover. Accordingly, the operations of SI are not carried over and will be adjusted to $0. Immediately prior to the Merger, SI had materially no liabilities.

The financial statements are presented based on this recapitalization, whereby SI has 25,540,420 common shares outstanding as of December 31, 2007.

Siclone Industries, Inc.
(a Development Stage Company)
Unaudited Pro Forma Consolidated Balance Sheet

	Apollo Medical Management, Inc. January 31, 2008	Siclone Industries, Inc. December 31, 2007	Pro Forma Adjustments	Pro Forma
Assets				
Current assets:				
Cash	$ 44,352	$ -	$ 0	$ 44,352
Prepaid Expenses	15,719	-	-	15,719
Total current assets	60,071	-	0	60,071
Total Assets	$ 60,071	$ -	$ 0	$ 60,071
Liabilities and Stockholders' Deficit				
Current liabilities:				
Accounts payable and accrued expenses	$ 13,300	$ 30,418	$ 469,582	$ 513,300
Due to related parties	17,907	20,000	(20,000)	17,907
Notes Payable	-	67,323	(67,323)	-
Total current liabilities	31,207	117,741	(117,741)	531,207
Long-term liabilities	-	-	-	-
Total Liabilities	31,207	117,741	(117,741)	531,207
Stockholders' deficit:				
Preferred stock, par value $.001 per share; 5,000,000 shares authorized; 0 shares issued and outstanding	-	-	-	-
Common stock, $0.001 par value, 100,000,000 shares authorized, 25,540,420 Issued and Outstanding	1,036	10,197	14,307	25,540
Additional paid-in capital	180,964	598,306	(622,810)	156,460
Other comprehensive loss	-	-	-	-
Deficit accumulated during development stage	(153,136)	(726,244)	226,244	(653,136)
Total Stockholders' Equity (Deficit)	28,864	(117,741)	(382,259)	(471,136)
Total Liabilities and Stockholders' Equity (Deficit)	$ 60,071	$ -	$ 0	$ 60,071

The accompanying notes are an integral part of these financial statements.

	Apollo Medical Management, Inc. January 31, 2008	Siclone Industries, Inc. December 31, 2007	Pro Forma Adjustments	Pro Forma
NET REVENUE	$ 90,500	$ -	$ -	$ 90,500
COST OF REVENUE	44,643	-	-	44,643
GROSS PROFIT	45,857	-	-	45,857
OPERATING EXPENSES				
General and administrative expenses	199,519	36,651	(36,651)	199,519
NET LOSS BEFORE INCOME TAXES & TRANSACTION COST	(153,662)	(36,651)	36,651	(153,662)
Provision for Income Tax	800	-	-	800
Transaction Cost			500,000	500,000
NET LOSS	$ (154,462)	(36,651)	(463,349)	(654,462)
WEIGHTED AVERAGE SHARES OF COMMON STOCK OUTSTANDING, BASIC AND DILUTED	10,105,710	2,996,992	12,437,718	25,540,420
***BASIC AND DILUTED NET LOSS PER SHARE**	$ (0.02)	(0.01)		(0.03)

NOTES TO UNAUDITED PRO FORMA
CONSOLIDATED FINANCIAL STATEMENTS

The pro forma presentation and adjustments reflect the following items:

- On June 13, 2008, the Registrant acquired AMM, through a share exchange (the "**Merger**") between AMM, the Shareholders of AMM and SI in exchange for 20,933,490 shares of the Registrant's common stock.

- SI ceased the business that we had previously conducted, we closed our offices in Utah, and we moved our offices to the offices of AMM in Southern California. Accordingly all of the operations of SI have been eliminated in the pro forma balance sheet and statement of operations.

- After the share exchange and stock purchase there were 25,540,420 shares of common stock outstanding of the combined entity.

- AMM agreed to pay $500,000 for professional fees related to this transaction, $250,000 of which has been paid as of June 19, 2008. The $500,000 is considered a transaction cost of the acquisition and the pro forma statements contain adjustments to expenses, cash and the deficit accumulated during development stage to account for these transaction costs, and the acquisition, as if they had as if they had occurred at December 31, 2007.