

448232

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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(Business Entity Name)

(Document Number)

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JUL 22 PM 1:18
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TALLAHASSEE, FLORIDA

07/22/03--01036--017 **78.75

RECEIVED
JUL 22 AM 11:30
STATE OF FLORIDA
TALLAHASSEE, FLORIDA

Merger N.C.

G. Goulette JUL 22 2003

FILINGS, INC. TERESA ROMAN

(Requestor's Name)

2805 LITTLE DEAL ROAD

(Address)

TALLAHASSEE, FLORIDA 32308

385-6735

(City, State, Zip)

(Phone #)

OFFICE USE ONLY

CORPORATION NAME(S) & DOCUMENT NUMBER(S) (if known):

1. Approved Performance Tooling, Inc.
(Corporation Name) (Document #)
2. _____
(Corporation Name) (Document #)
3. _____
(Corporation Name) (Document #)
4. _____
(Corporation Name) (Document #)

☒ Walk in

☒ Pick up time 2:00

☒ Certified Copy

☐ Mail out

☐ Will wait

☐ Photocopy

☐ Certificate of Status

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input checked="" type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/ QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

Examiner's Initials

ARTICLES OF MERGER

Pursuant to §607.1105 of the Florida Statutes known as the Florida Business Corporation Act, Republic Drill Corporation, a Florida Corporation and Approved Performance Tooling, Inc. (sometimes known as APT) , a Florida Corporation, adopt the following Articles of Merger for the purposes of merging Republic Drill Corporation into Approved Performance Tooling, Inc., the latter of which is to survive the merger:

ARTICLE I

That certain plan and agreement of merger (the "Agreement") dated July 15, 2003 by and between Republic Drill Corporation, a Florida Corporation and Approved Performance Tooling, Inc, a Florida Corporation, attached and made a part of this instrument, was duly approved by the shareholders of Republic Drill Corporation and Approved Performance Tooling, Inc. pursuant to §607.1103 of the Florida Statutes known as the Florida Business Corporation Act (the "Act") on June 2, 2003.

ARTICLE II

Of the 20,000 outstanding shares of common stock, par value \$1.00 per share, of Republic Drill Corporation entitled to vote as a class upon the agreement, the holders of 100% of those shares voted in favor of and authorized the agreement in accordance with §607.1103 of the Act.

Of the 7,000 outstanding shares of the common stock, par value of \$1.00 per share, of Approved Performance Tooling, Inc, entitled to vote as a class upon the agreement, the holders of 100% of these shares have voted in favor of and authorized the agreement in accordance with §607.1103 of the Act.

ARTICLE III

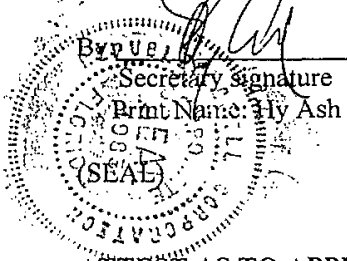
The Articles of Incorporation of Approved Performance Tooling, Inc, shall be amended on this date by striking out Article I, and substituting the new Article I, which shall read as follows:
"The name of this corporation shall be and is **REPUBLIC DRILL/APT, CORP..**"

IN WITNESS WHEREFORE the parties to these articles of merger have caused them to be duly executed by their respective authorized officers.

PREPARED BY:
STEVEN A. FEINMAN, ESQ.
8530 State Road 84
Davie, Florida 33324
FLORIDA BAR NO: 600880

FILED
2003 JUL 22 PM 1:18
TALLAHASSEE, FLORIDA

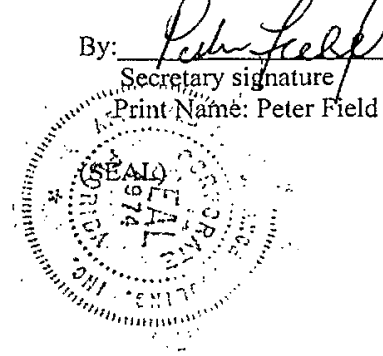
ATTEST AS TO REPUBLIC DRILL CORPORATION:



By: [Signature]
Secretary signature
Print Name: Hy Ash

By: [Signature]
President signature
Print Name: Peter Field

ATTEST AS TO APPROVED PERFORMANCE TOOLING, INC.



By: [Signature]
Secretary signature
Print Name: Peter Field

By: [Signature]
President signature
Print Name: Hy Ash

PLAN AND AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER dated on this the 15 day of July, 2003 by and between REPUBLIC DRILL CORP. ("REPUBLIC") and APPROVED PERFORMANCE TOOLING, INC. ("APT"),

WITNESSETH:

WHEREAS, REPUBLIC is a corporation duly organized and existing under the laws of the State of Florida; and

WHEREAS, APT is a corporation duly organized and existing under the laws of the State of Florida and

WHEREAS, REPUBLIC and APT have agreed that REPUBLIC shall merge into APT upon the terms and conditions and in the manner set forth in this Agreement and in accordance with the applicable laws of the State of Florida.

NOW THEREFORE, in consideration of the mutual covenants, agreements, provisions, grants, warranties and representations contained in this agreement and in order to consummate the transaction described above REPUBLIC and APT, the constituent corporations to this Agreement, agree as follows:

1. REPUBLIC and APT agree that REPUBLIC shall be merged into APT, as a single corporation, upon the terms and conditions of this Agreement and that APT shall continue under the laws of the State of Florida as the surviving corporation (the "surviving corporation"), and they further agree as follows:

a. The purposes, the registered agent, the address of the registered office, number of directors and the capital stock of the surviving corporation shall be as it appears in the Articles of Incorporation of APT as on file with the office of the Secretary of the State of Florida on the date of this Agreement. The terms and provisions of the Articles of Incorporation are amended, altered or restated as provided by law; the Articles of Incorporation separate and apart from this Agreement shall be and may be separately certified as the Articles of Incorporation of the surviving corporation.

b. The Articles of Incorporation of APT, on the effective date, shall be amended by striking out the entire present Article I and substituting the new Article I, which shall read as follows: "The name of this corporation shall be and is REPUBLIC DRILL/APT CORP.".

c. The Bylaws of APT in effect on the effective date shall be the Bylaws of the surviving corporation until they shall be altered, amended or repealed or until new Bylaws are adopted as provided in them.

d. The persons who upon the effective date of the merger shall constitute the Board of Directors of the surviving corporation shall be the persons constituting the Board of Directors of REPUBLIC DRILL/APT CORP. on the effective date. If on the effective date of the merger any vacancy exists on the Board of Directors of the surviving corporation, that vacancy may be filled in the manner provided in the Bylaws of the surviving corporation.

e. The persons who upon the effective date of the merger shall constitute the officers of the surviving corporation shall be the persons constituting the officers of REPUBLIC DRILL/APT CORP. on the effective date.

2. This Agreement shall be submitted to the shareholders of REPUBLIC and APT (the "constituent corporations") for their consent and approval in accordance with §607.0704 of the Florida Business Corporation Act or for consideration at a meeting of shareholders in accordance with §607.1103 of the Act on the 31 day of MAY, 2003 and on the 2 day of JUNE, 2003, respectively (or such later date as the Boards of Directors of REPUBLIC and APT shall mutually approve) and, if it is practicable thereafter, the fact that this Agreement has been adopted and approved as above provided shall be certified by their respective secretaries, and this Agreement and appropriate Articles of Merger shall be signed, acknowledged and filed pursuant to the laws of the State of Florida. The merger of REPUBLIC and APT shall become effective upon the filing of this Agreement and appropriate Articles of Merger with the office of the Secretary of State of the State of Florida. The date on which the merger of REPUBLIC into APT becomes effective is called in this instrument the "effective date" of the merger.

3. When this Agreement shall have been approved, signed, acknowledged and filed, the separate existence of REPUBLIC shall cease and REPUBLIC shall be merged into the surviving corporation in accordance with this Agreement, and the surviving corporation shall continue unaffected and unimpaired by the merger and shall possess all the rights, privileges powers, franchises, patents, trademarks, licenses and registrations, of a public and private nature, and shall be subject to all restrictions, disabilities and

duties of each of the constituent corporations so merged, and all and singular the rights, privileges, powers, franchises, patents, trademarks, licenses, and registrations of each of the constituent corporations, and all property, real, personal and mixed, and all debts due either of the constituent corporations on whatever account as well as for stock subscriptions as all other things in action or belonging to each of the constituent corporations shall be vested in the surviving corporation; and all property, rights, privileges, powers, franchises, patents, trademarks, licenses and registration and every other interest thereafter shall be as effectually the property of the surviving corporation as they were of the respective constituent corporations; and the title to any real estate, whether vested by deed or otherwise in either of the constituent corporations under the laws of the State of Florida, or any other state where real estate may be located, shall not revert or in any way be impaired by reason of the merger, provided that all rights of creditors and all liens upon the property of any of the constituent corporations shall be preserved unimpaired; and all debts, liabilities and duties of the constituent corporations shall then attach to the surviving corporation and may be enforced against it to the same extent as if those debts, liabilities and duties had been incurred or contracted by it.

4. The manner and basis of converting and exchanging the shares of REPUBLIC shall be as follows:

a. On the effective date each share of common stock, par value \$1.00 per share ("REPUBLIC STOCK") issued and outstanding immediately before the effective date, by virtue of the merger and without any action on the part of the holder of shares of REPUBLIC STOCK, shall be converted into, and exchanged for 7000 shares of REPUBLIC DRILL/APT CORP. common stock, par value \$1.00 per share ("REPUBLIC/A.PT STOCK").

b. No fractional shares shall be issued in the merger but shall be rounded upward or downward, as the case may be, to the nearest whole share.

c. Each issued and outstanding share of common stock, par value \$1.00 per share, of Republic ("REPUBLIC STOCK") shall continue as one share of common stock, par value \$.70 per share of the surviving corporation. If the outstanding shares of REPUBLIC stock at any time between the date of this agreement, and the effective date shall be changed or exchanged by declaration of a stock dividend, split-up, combination

of shares, merger or consolidation, the number and kind of shares into which the REPUBLIC stock is to be converted shall be appropriately and equitably adjusted.

5. As soon as practicable after the effective date, REPUBLIC/APT shall issue and deliver, in accordance with this Paragraph 5, to the shareholders of REPUBLIC, whose names are set forth in **Schedule I** of this Agreement, certificates for the number of whole shares of REPUBLIC/APT stock to which they shall have become entitled under this agreement. After the effective date of the merger, each of those REPUBLIC shareholders may surrender his certificate or certificates previously representing REPUBLIC stock to REPUBLIC/APT and thereafter shall be entitled to receive in exchange a certificate or certificates representing the number of shares of REPUBLIC/APT stock into which those shares of REPUBLIC stock previously represented by the certificate or certificates so surrendered shall have been converted as above stated. Until so surrendered, each outstanding certificate that, before the effective date of the merger, represented shares of REPUBLIC stock shall be deemed for all corporate purposes, other than the payment of dividends, to evidence ownership of respective shares of REPUBLIC/APT stock into which they shall have been converted. Unless and until that outstanding certificate that before the effective date of the merger, represented shares of stock shall be surrendered, no dividends payable to the holders of record of REPUBLIC stock as of any date subsequent to the effective date of the merger shall be paid to the holder of any outstanding certificate, but upon surrender of the outstanding certificate there shall be paid to the record holder of the certificate for shares of REPUBLIC/APT stock into which those shares shall have been converted the amount of dividends that previously were payable from the effective date with respect to those shares of REPUBLIC stock.

6. All shares of REPUBLIC/APT stock for and into which shares of REPUBLIC stock shall have been converted and exchanged pursuant to this Agreement, shall be deemed to have been issued in full satisfaction of all rights pertaining to the converted and exchanged shares, except for rights of appraisal, if any, that the holders may have as dissenting shareholders. Unless the merger is abandoned, the holders of certificates formerly representing shares of REPUBLIC stock outstanding immediately before the effective date shall cease on the effective date to be shareholders and shall

have no rights with respect to the stock except the right to receive payment for it under the laws of the State of Florida, and their sole rights with respect to the REPUBLIC/APT stock for and into which their shares of REPUBLIC stock have been converted and exchanged by the merger shall be to perfect the rights of appraisal, if any, that the holders may have as dissenting shareholders.

7. REPUBLIC and APT shall each take all appropriate corporate action to comply with the applicable laws of the State of Florida in connection with the contemplated merger.

8. Upon the effective date of the transfer, the books of REPUBLIC shall be closed and no transfer of shares of REPUBLIC stock shall be made or consummated thereafter.

9. Prior to and from and after the effective date, the constituent corporations shall take all action necessary or appropriate in order to effectuate the merger. In case at any time after the effective date the surviving corporation shall determine that any further conveyance, assignment or other document or any further action is necessary or desirable to vest in the surviving corporation full title and directors of the constituent corporation may determine to be necessary or desirable in order to vest in and confirm to the surviving corporation title to and possession of all those properties, assets, privileges and franchises, and otherwise to carry out the purposes of this agreement.

10. REPUBLIC represents and warrants to and agrees with APT as follows:

a. REPUBLIC is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, and has full corporate power and authority to carry on its business as it is now being conducted and to own and lease property, and is duly qualified or authorized to do business and is in good standing in each jurisdiction in which the character and location of the properties owned or leased by it or the nature of the business transacted by it presently being challenged as to its right to do business as presently conducted in any jurisdiction. The copies of the Articles of Incorporation, as amended to date, and the Bylaws, as amended to date, of REPUBLIC previously delivered to APT are true, correct and complete copies as now in full force and effect. No provisions of those instruments nor any other instrument to which REPUBLIC is subject prohibits, limits or otherwise affects the right, power and authority

of REPUBLIC to enter into this agreement or to cause the consummation of the merger.

b. The authorized capitalization of REPUBLIC consists of 20,000 shares of common stock, par value \$1.00 per share, of which 5,000 shares are presently outstanding, all of which are validly issued, fully paid and non-assessable. There are no existing options, warrants, convertible, securities or similar rights granted by REPUBLIC or any commitments or agreement of a similar nature to which REPUBLIC is a party, relating to the authorized or issued stock of REPUBLIC.

c. REPUBLIC presently has no subsidiaries.

d. The execution, delivery and performance of this agreement has been duly and effectively authorized the board of directors of REPUBLIC and will be submitted to the shareholders of REPUBLIC for approval under §607.0704 of the Florida Business Corporation Act.

e. REPUBLIC has delivered to APT identified in writing as **Schedule II** of this Agreement, the un-audited balance sheet of REPUBLIC as of 5/31/03 and the un-audited statement of operations of REPUBLIC for the fiscal year ended 5/31/03.

f. REPUBLIC is not, and by the execution and performance of this Agreement by REPUBLIC will not be in breach of any term or provision of or in default under, and in no event has occurred that with the lapse of time or action by a third party could result in a default under any outstanding indenture, mortgage, contract or agreement to which REPUBLIC is a party or to which REPUBLIC may be subject or under any provisions of its Articles of Incorporation or Bylaws, or violate any order, injunction, decree, statute, rule or regulation applicable to REPUBLIC or any of its properties or assets.

g. REPUBLIC owns good and merchantable title free and clear of any liens, claims encumbrances, options, charges or assessments to all of its properties and other asset used in connection with its business, including, but not limited to, those reflected in the balance sheet as of REPUBLIC referred to in subparagraph (e) of the Paragraph 10 or reflected in the lists or description referred to in subparagraph (k) of this Paragraph 10, except : (1) personal property disposed of since 5/31/03 in the ordinary course of business; (2) liens set forth on the balance sheet or in its notes or in this agreement; (3) liens in connection with leaseholds or statutory liens (including liens for

taxes not yet due and payable) not yet delinquent; and (4) minor defects and irregularities in the title to any real materially from the value and marketability of the property or impair the use of the property for the purpose for which it is held by REPUBLIC or otherwise impair the business operation efficiency, REPUBLIC carries such insurance, including product liability insurance, with reputable insurers in respect of its properties and businesses as is customary for similar business and as is adequate for the business conducted by REPUBLIC has received no notice of and is not in violation of any applicable zoning regulation, health or safety regulation, ordinance or other federal, state or local law, order regulation or requirement relating to its operation, products or its owned or leased properties.

h. There are no known investigation, actions, suits, claims or proceedings pending, or known to be threatened, against REPUBLIC in law or in equity, administrative or otherwise, or before any federal, state, municipal or other governmental agency, domestic or foreign. REPUBLIC is not in default with respect to, or in violation of, any regulation, order or decree of any court or of any governmental agency or instrumentality.

i. REPUBLIC is not presently being challenged for infringements of patents, patent rights or licenses, trademarks or trade names, or copy rights or copyright registrations, nor is REPUBLIC in any known conflict with the rights of others with respect to patents, patent rights or licenses, trademarks, trade names or copyrights.

j. Except as otherwise contemplated by this agreement, since 5/31/03, REPUBLIC has not: (1) issued or agreed to issue any options to purchase or rights to subscribe to, or securities convertible into, any additional shares of REPUBLIC stock; (2) entered into any transaction outside the ordinary course of business, or suffered any material adverse change in its financial position, assets, liabilities or business; (3) declared or paid any dividends or authorized or made any distribution upon or with respect to its capital stock or purchased or agreed to purchase any shares of its capital stock; (4) made any loans or advances or payments of any kind to any person, except (a) payments made in the ordinary course of business, (b) payments of amounts due on indebtedness currently incurred in the ordinary course of business or in respect of indebtedness reflected in the balance sheet referred to in subparagraph (e) of this

Paragraph 10; (5) mortgaged or pledged any of its assets or properties or incurred any indebtedness, for money borrowed or otherwise, or other liabilities, contingent or otherwise, other than liabilities incurred in the ordinary course of business; (6) sold, exchanged or otherwise disposed of any of its capital assets, except in the ordinary course of business; or (7) increased the salaries of its officers, directors or employees (making over \$65,000 per annum) or paid any bonus or other compensation, directly or indirectly, to its officers, directors, or employees (making over \$65,000 per annum) or paid any bonus or other compensation, directly or indirectly, to its officers, directors, or employees, other than salaries, wages and commissions at the rates being paid on 5/01/03.

k. REPUBLIC has delivered to APT lists and descriptions, identified in writing as **Schedule III** of this Agreement, which it certifies to be correct in all material respects, of the following:

(1) All real property owned, leased or otherwise used or occupied by REPUBLIC.

(2) All United States and foreign patent, trademark and trade name registrations, un-expired as of this date, all United States and foreign applications pending on this date for any patent, trademark, trade name or copyright registrations and all trademarks and trade name or copyright registrations and all trademarks and trade names in use on this date by REPUBLIC, all of the foregoing being owned in whole or in part on this date by REPUBLIC and all licenses granted by or to REPUBLIC and all other material agreements to which REPUBLIC is a party, which are in force as of this date and relate in whole or in part to any items of the categories mentioned in this subparagraph or relate to inventions, discoveries, improvements, processes, formulas, property rights, trade secrets, ideas or other know-how, whether owned by REPUBLIC or otherwise;

(3) All presently existing contracts and commitments (including mortgages, leases, deeds of trust, loan credit agreements, employment contracts or deferred compensation, pension, profit-sharing or retirement plans, and contracts or commitments for the purchase or sale of products or services) imposing any obligation on REPUBLIC or to which any of its properties is subject;

(4) All policies of insurance in force with respect to REPUBLIC including, without restricting the generality of the foregoing, those covering its officers, properties, building, machinery, equipment, furniture, fixtures, products and operations;

(5) The names of, and salary (including commissions and bonuses) paid in the fiscal years ended 12/31/02 and 5/31/03 respectively, to all of the officers, directors and employees of REPUBLIC whose aggregate compensation during those period exceeded \$65,000.

(6) The name of each bank in which REPUBLIC has an account or safe deposit box and the names of all persons authorized to draw on or have access to them; and

l. REPUBLIC has filed all United States, foreign, state, county, local and other tax and duty returns and reports required to be filed and has paid local and other tax and duty returns and reports required to be filed and has paid all income, franchise, property, sales, employment, ad valorem and other taxes and duties required to be paid in respect of the period covered by those returns, and has set upon reasonable and adequate reserves, which are reflected in the financial statements referred to in subparagraph e of the Paragraph 10 for the payment of all taxes or duties required to be paid or anticipated to be required to be paid in respect of the periods subsequent to the last of those periods covered by the returns and prior to the effective date, REPUBLIC is not delinquent in the payment of any taxes or duties and REPUBLIC has not requested any extension of time within which to file any taxes, assessments or governmental charges have been threatened, asserted or assessed against REPUBLIC.

m. The items reflected in or covered by the designation "Inventories" on the balance sheet referred to in Paragraph 10e, or thereafter acquired by REPUBLIC consist of items of a quality, condition and quantity usable or salable in the normal course of business of REPUBLIC; and the values of all items of obsolete merchandise and of merchandise of below standard quality have been written down to realizable market value or adequate reserves provided for them.

n. The "Accounts Receivable-Trade" and Accounts Receivable Non-Trade" shown on the balance sheet referred to in Paragraph 10c, or thereafter acquired, are valid, genuine and subsisting, arose out of bona fide sales and delivery of goods or the

performance of services and are subject to no defenses, set-offs or counterclaims. REPUBLIC wrote off approximately \$12,000 in bad debts on 05/31/03 that are not reflected as obligations of REPUBLIC on the balance sheet referred to in Paragraph 10e, which amount reflects accumulations for a 5 month period and is in excess of the past experience of REPUBLIC. The present allowance for un-collectibles accurately reflects the past collection experience of REPUBLIC.

11. APT represents and warrants to and agrees with REPUBLIC as follows:

a. APT is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, and has full corporate power to carry on its business as it is now being conducted.

B. APT is not, and by the execution and performance of this agreement will not be, in breach of any terms or provisions of or in default under, and no event has occurred that with the lapse of time or action by a third party could result in a default under any outstanding indenture, contract or provision of its certificate of incorporation or bylaws, except for possible defaults that individually or in the aggregate would not have any material adverse effect on the business of APT.

c. The execution, delivery and performance of this agreement by APT have been duly and effectively authorized of by the board of directors of APT

d. The shares of APT stock to be issued and delivered pursuant to this Agreement have been duly authorized for issuance by the Board of Directors of APT and when so issued will be validly issued and outstanding, fully paid and non-assessable.

e. APT has delivered to REPUBLIC the balance sheet of APT and its subsidiaries as of 05/31/03 and the statements of earnings and retained earning of A.P.T 12/31/02, all as certified by APT's independent Certified Public Accountants. All these financial statements (including in each case the related schedules and notes) fairly present in accordance with generally accepted accounting principles applied on a consistent basis the financial condition of APT as of the date of the balance sheet and the results of its operations for the period covered by the statement of income and retained earnings. Since 1/1/03, there has been no material adverse change in the financial condition of APT

The authorized capitalization of APT consists of 7000 shares of common stock, par value \$1.00 per share, all of which shares are validly issued and outstanding,

fully paid and non-assessable.

12. REPUBLIC shall give to APT, its attorneys, accountants, engineers and other representatives, full access during normal business hours throughout the period prior to the effective date, to all of the properties, books, contracts, commitments, and records of REPUBLIC. REPUBLIC shall furnish APT during that period all information concerning its business and affairs APT may reasonably request. REPUBLIC agrees with APT that, unless and until the merger is consummated, it and its representatives will hold in strict confidence all data and information so obtained from REPUBLIC and if the transactions provided in this Agreement are not so consummated, APT will return to REPUBLIC all data in its possession.

13. REPUBLIC agrees that, from this date to the effective date:

a. It will promptly advise APT in writing of any adverse change in the financial condition or business or affairs of REPUBLIC.

b. Except as otherwise consented to or approved by APT in writing.

(1) The business of REPUBLIC shall be conducted only in the normal and ordinary course (including the maintenance of all its existing policies of insurance in full force and effect); and REPUBLIC will use its best efforts to preserve those business organizations intact and to keep available to the surviving corporation the services of REPUBLIC's present officers and key employees and to preserve for the surviving corporation and good will of REPUBLIC's suppliers, customers and others having business relations with REPUBLIC.

(2) No change shall be made in the Articles of Incorporation or Bylaws of REPUBLIC.

(3) REPUBLIC will not make any change in its banking and safe deposit arrangements or grant any powers of attorney.

(4) REPUBLIC will not take any of the actions or suffer any of the events enumerated in sub-paragraph j of Paragraph 10.

c. It will duly comply with all laws applicable to it in the conduct of its business.

14. All obligations of APT under this Agreement are subject to the fulfillment, prior to or at the effective date, of each of the following conditions (any one or more of

which in the absolute discretion of APT may be waived by APT).

a. APT shall not have discovered any material error, misstatement or omission in the representation and warranties made by REPUBLIC in Paragraph 10, or any material adverse change in the business, operations change in the business, operations or properties of REPUBLIC after the date of this agreement.

b. The representations, warranties and agreements of REPUBLIC contained in this Agreement shall be deemed to have been made again at and as of the effective date (but the representations, warranties and agreements may reflect the consummation of any transaction consented to or approved in writing by REPUBLIC) and shall then be true in all respects; REPUBLIC shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the effective date; and APT shall have been furnished with a certificate of the president of REPUBLIC dated the effective date, certifying in such detail as APT may request to the fulfillment of the forgoing conditions.

c. The execution, delivery and performance of this agreement shall have been duly and effectively authorized by the board of directors of REPUBLIC and approved by the shareholders of REPUBLIC in accordance with §607.0704 of the Florida Business Corporation Act. APT shall have received copies of the resolutions adopted by the directors and shareholders, certified to be true and correct by the secretary of REPUBLIC.

15. All obligations of REPUBLIC under this Agreement are subject to the fulfillment, prior to or at the effective date, of each of the following conditions (any one or more of which may, in the absolute discretion of REPUBLIC, be waived by REPUBLIC):

a. REPUBLIC shall not have discovered any material error, misstatement or omission in the representations and warranties made by APT in Paragraph 11 of this agreement.

b. APT's representations, warranties and agreements contained in this Agreement shall be deemed to have been made again at and as of the effective date (except that those representations, warranties and agreements may reflect the consummation of any transaction consented to or approved in writing by APT) and shall

then be true in all material respects; APT shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by them prior to or at the effective date; and REPUBLIC shall have been furnished with a certificate of APT's president or vice-president, dated the effective date, certifying in such detail as REPUBLIC may request the fulfillment of the foregoing condition.

16. Anything in this Agreement to the contrary notwithstanding, this agreement may be terminated and abandoned at any time prior to the effective date:

- a. by mutual consent of the Board of Directors of REPUBLIC and APT
- b. by the Board of Directors of REPUBLIC or APT if the merger shall not have become effective before 5/31/03 or such later date as they shall mutually agree upon;
- c. by the Board of Directors of APT if the conditions specified in Paragraph 14 have not been satisfied.

17. In the event of any termination and abandonment as above provided in Paragraph 16, notice shall be given to the other parties to this agreement and this agreement then shall become wholly void and of no effect, and there, shall be no liability on the part of any party or its Board of Directors or shareholders.

18. REPUBLIC and APT shall separately pay all expenses incurred by them in connection with the transaction contemplated by this Agreement. Any expenses incurred by the shareholders of REPUBLIC in connection with the transactions contemplated by this Agreement shall be paid by those shareholders.

19. This Agreement embodies the entire agreement between the parties. There have been and are no agreements, covenants, representations or warranties between the parties other than those expressly stated or expressly provided for in this Agreement.

20. All notices, requests, demands and other communications shall be in writing and shall be deemed to have been duly given if delivered or mailed, first class postage pre-paid:

- a. If to REPUBLIC, to Mr. Hy Ash; or
- b. If to APT, to Mr. Hy Ash

21. This Agreement is made pursuant to and shall be construed under the laws of the State of Florida. It shall inure to the benefit of and be binding upon REPUBLIC

and APT, and their respective successors and assigns; nothing in this agreement, expressed or implied, is intended to confer upon any other person any rights or remedies upon or by reason of this agreement.

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

IN WITNESSES WHEREOF the duly authorized officers of the constituent corporations
REPUBLIC and APT acting through their duly authorized officers, all parties to this agreement, this
29 day of June, 2003 have signed this plan and agreement of merger.

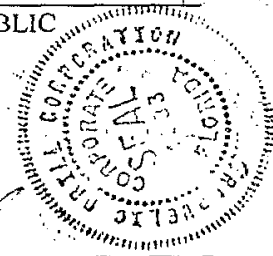
S. C. [Signature]
Witness Signature

[Signature]
Witness Signature

Peter Field
President of REPUBLIC
Print Name: Peter Field

[Signature]
Secretary of REPUBLIC
Print Name Hy Ash

(SEAL)



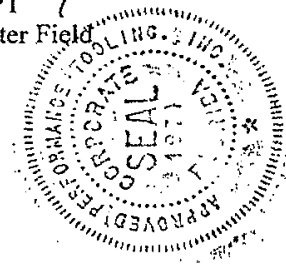
S. C. [Signature]
Witness Signature

[Signature]
Witness Signature

[Signature]
President of ART
Print Name: Hy Ash

Peter Field
Secretary of APT
Print Name: Peter Field

(SEAL)



Schedule I

7000 shares:

<i>Hy Ash</i>	2660	38%
<i>Richard Kandarian</i>	2660	38%
<i>Peter Field</i>	1680	24%

Schedule II

Un-audited balance sheet and un-audited statement of operations of REPUBLIC for the fiscal year ended 5/31/03:

Schedule III

REPUBLIC DRILL HAS DELIVERED TO APT:

(1) All real property owned, leased or otherwise used or occupied by REPUBLIC.

(2) All United States and foreign patent, trademark and trade name registrations, un-expired as of this date, all United States and foreign applications pending on this date for any patent, trademark, trade name or copyright registrations and all trademarks and trade name or copyright registrations and all trademarks and trade names in use on this date by REPUBLIC, all of the foregoing being owned in whole or in part on this date by REPUBLIC and all licenses granted by or to REPUBLIC and all other material agreements to which REPUBLIC is a party, which are in force as of this date and relate in whole or in part to any items of the categories mentioned in this subparagraph or relate to inventions, discoveries, improvements, processes, formulas, property rights, trade secrets, ideas or other know-how, whether owned by REPUBLIC or otherwise;

(3) All presently existing contracts and commitments (including mortgages, leases, deeds of trust, loan credit agreements, employment contracts or deferred compensation, pension, profit-sharing or retirement plans, and contracts or commitments for the purchase or sale of products or services) imposing any obligation on REPUBLIC or to which any of its properties is subject;

(4) All policies of insurance in force with respect to REPUBLIC including, without restricting the generality of the foregoing, those covering its officers, properties, building, machinery, equipment, furniture, fixtures, products and operations;

(5) The names of, and salary (including commissions and bonuses) paid in the fiscal years ended 12/31/02 and 5/31/03 respectively, to all of the officers, directors and employees of REPUBLIC whose aggregate compensation during those period exceeded \$65,000 per annum..

(6) The name of each bank in which REPUBLIC has an account or safe deposit box and the names of all persons authorized to draw on or have access to them; and