

EXHIBIT "A"

<u>MARK</u>	<u>REGISTRATION NO.</u>
PRECISION DOOR SERVICE	2,171,000
PRECISION	2,580,904
GDN	2,675,187
PDS	2,709,437
PRECISION OVERHEAD GARAGE DOOR SERVICE	2,717,607
PRECISION OVERHEAD GARAGE DOOR SERVICE	2,723,414
A NAME YOU CAN TRUST	2,761,985
PDS	2,761,986
A NAME YOU CAN TRUST	2,766,916
GARAGE DOOR NEWS	2,791,074
PRECISION DOOR SERVICE	2,834,387
WE FIX GARAGE DOORS RIGHT!	2,862,835
PRECISION	2,864,051
PRECISION	2,864,763
PRECISION FISHING TEAM	2,906,714
PRECISION HUNTING TEAM	2,906,715
WE FIX GARAGE DOORS RIGHT!	2,912,901
A NAME YOU CAN TRUST	2,919,827
PRECISION	2,924,083

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (the "Agreement") entered into as of the 23rd day of November, 2004 by and among PRECISION HOLDINGS OF BREVARD, INC., a Florida corporation ("HOLDINGS"), and PRECISION DOOR SERVICE, INC., a Florida corporation ("PDS").

WITNESSETH:

WHEREAS, this Agreement has been approved by the respective Boards of Directors of HOLDINGS and PDS; and

WHEREAS, this Agreement will be submitted for approval by the stockholders of HOLDINGS and PDS.

NOW, THEREFORE, in consideration of the mutual and dependent promises and the representations and warranties hereinafter contained, the parties hereto agree as follows:

SECTION 1. THE MERGER

1.1 **The Merger**. At the Effective Time (as defined in Section 1.4) and subject to the terms and conditions hereof and the provisions of the Chapter 607, Florida Statutes, the Florida Business Corporation Act (the "FBCA"), PDS will be merged with and into HOLDINGS in accordance with the FBCA, the separate existence of PDS shall thereupon cease and HOLDINGS shall continue as the surviving corporation (the "Surviving Corporation") (the "Merger"). PDS and HOLDINGS are sometimes hereinafter referred to collectively as the "Constituent Corporations." For purposes of the representations, warranties, covenants and agreements contained herein, references to the business, properties, assets, condition or prospects

of PDS and/or HOLDINGS will be deemed to refer to such business, properties, assets, conditions and prospects both before the Closing with respect to PDS and HOLDINGS after the Closing with respect to the Surviving Corporation.

1.2 **Effects of the Merger.** The separate corporate existence of HOLDINGS, as the Surviving Corporation, with all its purposes, objects, rights, privileges, powers, certificates and franchises, shall continue unimpaired by the Merger. The Surviving Corporation shall succeed to all the properties and assets of the Constituent Corporations and to all debts, choses in action and other interests due or belonging to the Constituent Corporations and shall be subject to, and responsible for, all the debts, liabilities and duties of the Constituent Corporations with the effect set forth in Section 607.1106 of the FBCA.

1.3 **Closing.**

(a) The transactions contemplated by this Agreement shall be consummated at a closing (the "Closing") which will take place at the offices of GrayRobinson, P.A. at 1800 West Hibiscus Boulevard, Melbourne, Florida 32901 not later than three (3) business days following the day on which all the conditions to Closing set forth in Section 4 have been satisfied or waived in accordance with the terms hereof (such date being referred to herein as the "Closing Date"); provided, however, that (i) PDS and HOLDINGS jointly, and not severally, may waive the satisfaction of any of the conditions set forth in Section 4.1, (ii) HOLDINGS exclusively may waive the satisfaction of any of the conditions set forth in Section 4.2 and (iii) PDS exclusively may waive the satisfaction of any of the conditions set forth in Section 4.3; and provided further,

however, that, in any event, the Closing will not occur later than December 30, 2004.

(b) If all of the conditions set forth in Section 4 shall not have been satisfied or waived as provided in Section 1.3(a), then the parties shall have the rights of termination specified in Section 5.

(c) Notwithstanding anything in this Section 1.3 to the contrary, in the event all conditions to the Closing have been satisfied or waived on or prior to the Closing, then neither party shall be entitled to exercise its right of termination as contemplated in Section 4 by reason of the fact that this Section 1.3 contemplates that the Closing shall occur three (3) business days after satisfaction or waiver of all such conditions, such provision being included for the convenience of the parties and their counsel in connection with the Closing.

1.4 **Effective Time.** Subject to the terms and conditions hereof, the Merger shall be consummated as promptly as practicable after the satisfaction or waiver of the conditions contained in Section 4 hereof by filing articles of merger (the "Articles of Merger") substantially in the form appended hereto as Exhibit A, executed in accordance with the FBCA. The Merger shall be effective at such time as the Articles of Merger shall have been duly filed with the Secretary of State of the State of Florida in accordance with the FBCA or on such date as the Constituent Corporations shall specify in the Articles of Merger (the "Effective Time").

1.5 **Certificate of Incorporation.** The articles of incorporation of HOLDINGS, as in effect as of the Effective Time, shall be the articles of incorporation of the Surviving Corporation (the "Articles of Incorporation"), until further amended in accordance with applicable law.

1.6 **Bylaws.** The bylaws of HOLDINGS, as in effect as of the Effective Time, shall from and after the Effective Time be and continue to be the bylaws of the Surviving Corporation (the "Bylaws") until amended as provided by law or such Bylaws.

1.7 **Directors and Officers.** Upon consummation of the Merger, the Board of Directors of the Surviving Corporation will consist of three (3) persons. Each director shall hold office, subject to the applicable provisions of the Articles of Incorporation and the Bylaws of the Surviving Corporation, until the next annual meeting of stockholders of the Surviving Corporation and until his successor shall be duly elected or appointed and shall duly qualify. The officers of the Surviving Corporation shall be: Brian D. Tindall, President, Daniel Edwards, Vice-President, James Wellbeloved, Secretary, and Daniel Edwards, Treasurer. Such officers shall hold office until respective successors are duly elected or appointed and qualified. If, on or after the Effective Time, a vacancy shall exist in the Board of Directors or in any of the offices of the Surviving Corporation by reason of death or inability to act, or for any other reason, such vacancy may be filled in the manner provided in the Bylaws of the Surviving Corporation

1.8 **Conversion of Shares.** At the Effective Time, by virtue of the Merger and without any action on the part of HOLDINGS, PDS or the holder of any of the following securities:

(a) Holders of shares of common stock of PDS, no par value ("PDS Common Stock"), who are also holders of shares of common stock of HOLDINGS, no par value ("HOLDINGS Common Stock"), shall be entitled to receive one (1) share of HOLDINGS Common Stock for each share of PDS Common Stock issued and outstanding immediately prior

to the Effective Time, other than Dissenting Shares as defined in Section 1.9(a).

(b) Holders of Preferred Shares-Series A of PDS (as defined by the articles of incorporation, as amended, of PDS) ("PDS Preferred Shares") who are also holders of Preferred Shares-Series A of HOLDINGS (as defined in the Articles of Incorporation) ("HOLDINGS Preferred Shares") shall be entitled to receive one (1) HOLDINGS Preferred Share in exchange for each PDS Preferred Share issued and outstanding immediately prior to the Effective Time, other than Dissenting Shares.

(c) Each share of HOLDINGS Common Stock and HOLDINGS Preferred Shares issued and outstanding immediately prior to the Effective Time, other than Dissenting Shares, shall continue as issued and outstanding HOLDINGS Common Stock and HOLDINGS Preferred Shares, respectively.

(d) Each share of PDS Common Stock issued and outstanding immediately prior to the Effective Time, other than Dissenting Shares, which is owned by a holder who is not also a holder of HOLDINGS' Common Stock shall be converted in a right to receive twenty-five and fifty-four hundreds cents (\$0.2554) for each share of PDS Common Stock to be paid to such holder at the Effective Time as hereinafter provided.

(e) Each share of PDS Preferred Shares issued and outstanding immediately prior to the Effective Time, other than Dissenting Shares as defined in Section 1.9(a)) owned by a holder who is not also an holder of HOLDINGS' Preferred Shares shall be converted into the right to receive thirty-five and fifty-four hundreds cents (\$0.3554) for each such PDS Preferred

Share at the Effective Time.

(f) In the event any holder of PDS Common Stock and/or PDS Preferred Shares who will be entitled to receive the cash consideration described in Section 1.8(d) and/or Section 1.8(e) or who will receive cash consideration upon exercise of his or her rights with respect to Dissenting Shares is indebted to PDS at the Effective Time, the cash consideration will be offset against such indebtedness and the balance, if any, shall be paid to such holder.

(g) As of and after the Effective Time, the Surviving Corporation shall not be bound by any options, warrants or agreements with respect to the issuance or acquisition of PDS Common Stock, PDS Preferred Shares, HOLDINGS Common Stock, HOLDINGS Preferred Shares or any other shares of capital stock of PDS or HOLDINGS which would entitle any person to own, purchase or receive any capital stock in the Surviving Corporation.

1.9 Dissenting Shares.

(a) Notwithstanding any provision of this Agreement to the contrary, any shares of PDS Common Stock, HOLDINGS Common Stock, PDS Preferred Shares or HOLDINGS Preferred Shares held by a holder who has demanded and perfected the right for appraisal for such share in accordance with Section 607.1323 of the FBCA and as of the Effective Time has not effectively withdrawn or lost such right to such appraisal ("Dissenting Shares") shall not be converted into or continue as HOLDINGS Common Stock or HOLDINGS Preferred Shares pursuant to Section 1.8(a), Section 1.8(b) and/or Section 1.8(c), or shall not be entitled to receive the amount of cash for PDS Common Stock or PDS Preferred Shares pursuant to Section 1.8(d) and/or Section 1.8(e), as the case may be, but the holder thereof shall only be

entitled to such rights as are granted by Sections 607.1323 through 607.1333 of the FBCA.

(b) Notwithstanding the provisions of Section 1.9(a), if any holder of shares of PDS Common Stock, HOLDINGS Common Stock, PDS Preferred Shares or HOLDINGS Preferred Shares who demands appraisal of such shares under the FBCA shall effectively withdraw or lose (through failure to perfect or otherwise) the right to such appraisal, then, as of the Effective Time or the occurrence of such event, whichever last occurs, such holder's shares of PDS Common Stock, HOLDINGS Common Stock, PDS Preferred Shares or HOLDINGS Preferred Shares shall automatically be converted into or continue as shares of HOLDINGS Common Stock or HOLDINGS Preferred Shares as provided in Section 1.8(a), Section 1.8(b) and Section 1.8(c), or shall receive the payment for such shares as provided in Section 1.8(d) and/or Section 1.8(e).

(c) Each of PDS and HOLDINGS shall give the other party:

(i) prompt notice of any written demands for appraisal of any shares, any withdrawals of such demands and any other instruments served pursuant to the FBCA received by either of them, and

(ii) the opportunity to jointly direct all negotiations and proceedings and jointly approve any resolution thereof with respect to demands for appraisal under the FBCA received prior to the Effective Time. Each of PDS and HOLDINGS shall not, except with the prior written consent of the other, voluntarily make any payment with respect to any demands for appraisal of shares or offer to settle or settle any such demands prior to the Effective Time.

1.10 Surrender of Certificates; Stock Transfer Books.

(a) At or after the Effective Time immediately upon surrender to the Surviving Corporation by each holder of PDS Common Stock and/or PDS Preferred Shares of a certificate or certificates representing such holder's shares of PDS Common Stock and/or PDS Preferred Shares, the Surviving Corporation shall deliver to such holder the shares of the Surviving Corporation pursuant to Section 1.8(a) and/or Section 1.8(b) or the amount of the cash payment described in Section 1.8(d) and/or Section 1.8(c).

(b) Until surrendered and exchanged as provided in Section 1.10(a) above, each certificate representing shares of PDS Common Stock or PDS Preferred Shares shall, from and after the Effective Time, be deemed to represent only the right to receive the shares of HOLDINGS Common Stock or HOLDINGS Preferred Shares pursuant to Section 1.8(a) and/or Section 1.8(b) or the right to receive the cash payment pursuant to Section 1.8(d) and/or Section 1.8(e). Upon surrender of each certificate representing shares of PDS Common Stock or PDS Preferred Shares, such certificate shall forthwith be canceled.

(c) At the Effective Time, the stock transfer books of PDS shall be closed and there shall be no further registration of transfers of shares of PDS Common Stock or PDS Preferred Shares hereafter on the records of PDS. From and after the Effective Time, the holders of certificates evidencing ownership of shares of PDS Common Stock or PDS Preferred Shares outstanding immediately prior to the Merger shall cease to have any rights as stockholders of PDS or otherwise with respect to such shares, except as otherwise provided herein or by law. No dividends or other distribution declared after the Effective Time with respect to any shares of

capital stock of the Surviving Corporation shall be paid to the holder of any unsurrendered certificate or certificates formerly representing shares of PDS Common Stock or PDS Preferred Shares.

(d) Notwithstanding anything to the contrary in this Section 1.10, neither of the Surviving Corporation nor any party hereto shall be liable to a holder of a certificate or certificates formerly representing shares of PDS Common Stock or PDS Preferred Shares for any amount properly paid to a public official pursuant to any applicable property, escheat or similar law.

SECTION 2. REPRESENTATIONS AND WARRANTIES.

2.1 **Making of Representations and Warranties by PDS.** PDS hereby makes to HOLDINGS the representations and warranties set forth in PDS Schedule of Representations and Warranties attached hereto, subject to the exceptions set forth in the PDS Disclosure Schedule attached hereto, as if set forth herein in full.

2.2 **Making of Representations and Warranties by HOLDINGS.** HOLDINGS hereby makes to PDS the representations and warranties set forth in the HOLDINGS Schedule of Representations and Warranties attached hereto, subject to the HOLDINGS Disclosure Schedule attached hereto, as if set forth herein in full.

SECTION 3. COVENANTS.

3.1 **Making of Covenants and Agreements.** HOLDINGS and PDS each covenant to the other as set forth in this Section 3. The party making the covenant shall be referred to as the

"Covenantor". The party in whose favor the covenant is performed is the "Covantee".

3.2 **Conduct of Business**. Between the date of this Agreement and the Closing Date, Covenantor will do the following, unless the Covantee shall otherwise consent in writing, which consent shall not be unreasonably withheld.

(a) conduct its business only in the ordinary course and refrain from changing or introducing any method of management or operations except in the ordinary course of business and consistently with past practices;

(b) refrain from making any purchase, sale or disposition of any asset or property other than in the ordinary course of business, from purchasing or selling any capital asset costing more than five thousand dollars (\$5000.00) and from mortgaging, pledging, subjecting to a lien or otherwise encumbering any of its properties or assets;

(c) refrain from incurring or modifying any contingent liability as a guarantor or otherwise with respect to the obligations of others, and from incurring or modifying any other contingent or fixed obligations or liabilities except in the ordinary course of business and consistently with past practices;

(d) refrain from making any change in its incorporation documents, bylaws or authorized or issued capital stock or from acquiring any securities issued by any other person, other than short-term investment in the ordinary course of business and consistently with past practices;

(c) refrain from declaring, setting aside or paying any dividend, making any other distribution in respect of their respective capital stock, making any direct or indirect redemption, purchase or other acquisition of their respective capital stock or options, warrants or other rights to acquire any such capital stock or issuing, granting, awarding, selling, pledging, disposing of or encumbering or authorizing the issuance, grant, award, sale, pledge, disposition or encumbrance of any shares of or securities convertible or exchangeable for, or options, warrants, commitments or rights of any kind to acquire, any shares of its capital stock;

(f) refrain from making any change in the compensation payable or to become payable to any of its officers, employees or agents, except for scheduled increases in salary or wages in the ordinary course of business consistently with past practices, or granting any severance or termination pay to, or entering into or amending any employment, severance or other agreement or arrangement with, any director, officer or other employee or establishing, adopting or entering into or amending any collective bargaining, bonus, incentive, deferred compensation, profit sharing, stock option or purchase, insurance, pension, retirement or other employee benefit plan;

(g) refrain from prepaying any loans from stockholders, officers or directors (if any), making any change in their borrowing arrangements or modifying, amending or terminating any of their respective contracts except in the ordinary course of business, or waiving, releasing or assigning any material rights or claims;

(h) use best efforts to prevent any change with respect to management and

supervisory personnel or banking arrangements;

(i) use its best efforts to keep intact its business organizations and to preserve the goodwill of and business relationships with all suppliers, customers and others having business relations with it;

(j) pay all accounts payable in the ordinary course of business and consistently with past practices unless they are being disputed in good faith, and otherwise refrain from paying, discharging or satisfying any claim liability or obligation (absolute, accrued, asserted or unasserted, contingent or otherwise), other than the payment, discharge or satisfaction in the ordinary course of business and consistently with past practices of liabilities reflected or reserved against in the financial statements referred to in Section 5 of the Schedule of Representations and Warranties or incurred since the date of such financial statements in the ordinary course of business and consistently with past practices;

(k) use its best efforts to have in effect and maintain at all times all insurance of the kind, in the amount and with the insurers set forth in the Disclosure Schedule or equivalent insurance with any substitute insurers approved by the Company;

(l) refrain from changing accounting policies or procedures (including, without limitation, procedures with respect to the payment of accounts payable and collection of accounts receivable) or from making any tax election or settling or compromising any federal, state, local or foreign income tax liability;

(m) refrain from entering into any executory agreement, commitment or

undertaking to do any of the activities prohibited by the foregoing provisions; and

(n) permit the Covenantee and its authorized representatives (including without limitation the Covenantee's attorneys, accountants, investment bankers, and pension and environmental consultants) to have full access to all of its properties, assets, books, records, business files, executive personnel, tax returns, contracts and documents and furnish to the Covenantee and its authorized representatives such financial and other information with respect to its business or properties as the Covenantee may from time to time reasonably request.

3.3 **Authorizations from Others.** Covenantor shall use its best efforts to cause all conditions to the obligations of the parties hereunder to be satisfied and to obtain or cause to be obtained prior to the Closing Date, all authorizations, consents and permits of others not heretofore obtained and required to permit the consummation of the transactions contemplated by this Agreement, and such other authorizations, waivers, consents and permits as may be necessary to transfer to the Surviving Corporation and/or to retain in full force and effect subsequent to the Closing all permits, licenses and franchises applicable to the business of Covenantor. In connection with the foregoing Covenantor will provide such notices to any applicable governmental authority, regulatory agency or other person as may be necessary pursuant to the terms of this Section 3.3.

3.4 **Breach of Representations and Warranties.** Promptly upon becoming aware of any breach of the impending or threatened occurrence of any event which would cause or constitute a breach, or would have caused or constituted a breach had such event occurred or been known prior to the date hereof, of any of the representations and warranties of Covenantor

contained in the Schedule of Representations and Warranties or otherwise or referred to in this Agreement, Covenantor shall give detailed written notice thereof to the Covenantee and shall use its best efforts to prevent or promptly remedy the same.

3.5 **Acquisition Proposals.** Neither Covenantor shall, directly or indirectly, through any director, officer, employee, agent or otherwise:

- (a) take any action to solicit, initiate submission of, or encourage proposals or offers from any person relating to any acquisition or purchase of all or (other than in the ordinary course of business) a portion of the assets of, or any equity interest in, Covenantor, any merger or other business combination with Covenantor, any public or private offering of shares of the capital stock of Covenantor, or any other acquisition, transaction or financing involving Covenantor (an "Acquisition Proposal"),
- (b) participate in any discussions or negotiations regarding an Acquisition Proposal with any person other than the Covenantee affiliates and representatives,
- (c) furnish any information with respect to, or afford access to the properties, books or records of Covenantor to any person who may consider making or has made an offer with respect to an Acquisition Proposal other than the Covenantee and its affiliates and representatives, or
- (d) otherwise cooperate in any way with, or assist or participate in, facilitate or encourage, any effort or attempt by any person other than Covenantee and its affiliates and representatives to do or seek any of the foregoing. Covenantor will promptly notify the

Covenantee upon receipt of any offer or indication that any person is considering making an offer with respect to an Acquisition Proposal or any request for information relative to Covenantor or for access to the properties, books and records of Covenantor and will keep the Covenantee fully informed of the status and details of any such offer, indication or request.

3.6 **Consummation of Agreement; Cooperation.** Covenantor shall use its best efforts, in addition to the performance and fulfillment of all covenants, agreements, conditions and obligations on its parts to be performed and fulfilled under this Agreement, to the end that the transactions contemplated by this Agreement shall be fully carried out as soon as practicable after the date hereof, and shall cooperate toward such end with all reasonable requests of the Covenantee and its counsel in connection with the consummation of the transactions contemplated hereby.

3.7 **Corporate Action.** Covenantor will call a special meeting of its stockholders to be held as promptly as practicable after the execution of this Agreement for the purpose of obtaining all stockholder approvals set forth as conditions to the Closing in Section 4.1 (a) hereof or otherwise required in connection with the transactions contemplated hereby (the "Stockholders' Meeting") and in connection therewith will prepare and distribute to stockholders a notice of meeting.

3.8 **Regulatory Matters.** Covenantor shall make or file all filings, document submissions, applications, statements and reports to all federal, state or local government agencies or entities which are required to be made prior to the Closing Date by or on behalf of Covenantor pursuant to any applicable statute, rule or regulation in connection with this

Agreement and the transactions contemplated hereby. Covenantor shall:

(a) file such information and documentary materials as may be requested pursuant to such laws and regulations,

(b) furnish to the Covenantee copies of all filings and such necessary information and reasonable assistance as may be requested by the Covenantee in connection with its preparation of required filings or submissions to any governmental agency; including, without limitation, any additional filings necessary under the laws and regulations referred to above, and

(c) keep the Covenantee informed of the status of any inquiries made of it by any federal, state or local governmental agency or authority or members of its staff with respect to this Agreement or the transactions contemplated hereby.

SECTION 4. CONDITIONS.

4.1 **Mutual Conditions.** The respective obligations of each party to consummate the Merger are subject to the satisfaction, at or before the Effective Time, of each of the following conditions:

(a) **Stockholder Approval.**

(i) The holders of shares of PDS Common Stock representing not less than a majority of all shares of PDS Common Stock issued and outstanding and the holders of shares of PDS Preferred Shares representing not less than a majority of all shares of PDS Preferred Shares issued and outstanding shall have affirmatively approved this Agreement and the Merger and PDS shall have delivered to HOLDINGS a certificate dated the Closing

Date to the foregoing effect and stating whether any holders of capital stock of PDS have demanded or perfected the right for appraisal of their shares in accordance with the FBCA and whether the approval of the Merger by the stockholders of PDS shall have been obtained in compliance with the FBCA.

(ii) The holders of shares of HOLDINGS Common Stock representing not less than a majority of all shares of HOLDINGS Common Stock issued and outstanding and the holders of shares of HOLDINGS Preferred Shares representing not less than a majority of all shares of HOLDINGS Preferred Shares issued and outstanding shall have affirmatively approved this Agreement and the Merger and HOLDINGS shall have delivered to PDS a certificate dated the Closing Date to the foregoing effect and stating whether any holders of capital stock of HOLDINGS have demanded or perfected the right for appraisal of their shares in accordance with the FBCA and whether the approval of the Merger by the stockholders of HOLDINGS shall have been obtained in compliance with the FBCA.

(b) Letters of Transmittal and Release Agreements. PDS shall have received from holders of capital stock of PDS duly executed and delivered Letters of Transmittal and Release Agreements in substantially the form of Exhibit B hereto, representing in the aggregate such deliveries by holders of capital stock of PDS representing not less than a majority of all shares of PDS Common Stock issued and outstanding and PDS shall have delivered to HOLDINGS a certificate dated as of the Closing Date to the foregoing effect.

4.2 Conditions to the Obligations of HOLDINGS. The obligation of HOLDINGS to consummate this Agreement and the transactions contemplated hereby are subject to the

fulfillment, prior to or at the Closing, of the following conditions precedent:

(a) **Representations; Warranties; Covenants.** Each of the representations and warranties of PDS made pursuant to this Agreement or contained in the Schedule of Representations and Warranties shall be true and correct in all material respects on and as of the Closing Date with the same effect as though made on and as of the Closing Date (it being understood that representations and warranties made "as of the date hereof" shall be deemed to have been made as of the Closing Date); PDS shall, on or before the Closing Date, have performed and satisfied all agreements hereunder which by the terms hereof are to be performed and satisfied by PDS on or before the Closing Date; and PDS shall have delivered to HOLDINGS a certificate signed on its behalf by its President and dated as of the Closing Date certifying to the foregoing effect.

(b) **Approvals and Consents.** PDS shall have made all filings with and notifications of governmental authorities, regulatory agencies and other entities required to be made by PDS in connection with the execution, delivery and performance of this Agreement, the consummation of the transactions contemplated hereby and the continued operation of the business of PDS subsequent to the Effective Time, and PDS shall have received all required authorizations, waivers, consents and permits to permit the consummation of the transactions contemplated by this Agreement, in form and substance reasonably satisfactory to HOLDINGS from all third parties, including, without limitation, applicable governmental authorities, regulatory agencies, lessors, lenders and contract parties, required in connection with the Merger or PDS's permits, leases, licenses and franchises, to avoid a breach, default, termination,

acceleration or modification of any agreement, contract, instrument, mortgage, lien, lease, permit, authorization, order, writ, judgment, injunction, decree, determination or arbitration award as a result of the execution or performance of this Agreement, or otherwise in connection with the execution and performance of this Agreement.

(c) **No Actions or Proceedings.** No action or proceeding by any stockholder of PDS (excluding statutory appraisal proceedings initiated by dissenting stockholders of PDS pursuant to Section 607.1321 and Section 607.1323 of the FBCA) shall have been commenced or threatened against PDS, HOLDINGS or any officer, director, employee, stockholder, agent or affiliate of either of them. No action or proceeding by or before any court, administrative body or governmental agency shall have been instituted or threatened which seeks to enjoin, restrain or prohibit, or might result in damages in respect of, this Agreement or the complete consummation of the transactions contemplated by this Agreement, and which would in the reasonable judgment of HOLDINGS make it inadvisable to consummate such transactions. No law or regulation shall be in effect and no court order shall have been entered in any action or proceeding instituted by any party which enjoins, restrains or prohibits this Agreement or the complete consummation of the transactions as contemplated by this Agreement.

(d) **Material Adverse Changes.** There shall not have been any change or series of changes that, in the reasonable business judgment of HOLDINGS, acting in good faith, materially adversely affect the business, operations, results of operations, assets, condition (financial or other) or prospects of PDS since the date of this Agreement.

4.3 **Conditions to the Obligations of PDS.** The obligations of PDS to consummate

this Agreement and the transactions contemplated hereby are subject to the fulfillment, prior to or at the Closing Date, of the following conditions precedent:

(a) **Representations, Warranties, Covenants**. Each of the representations and warranties of HOLDINGS made pursuant to this Agreement as contained in the Schedule of Representations and Warranties shall be true and correct on and as of the Closing Date, with the same effect as though made on and as of the Closing Date (it being understood that representations and warranties made "as of the date hereof" shall be deemed to have been made as of the Closing Date); HOLDINGS shall, on or before the Closing Date, have performed and satisfied all agreements and conditions hereunder which by the terms hereof are to be performed and satisfied by HOLDINGS on or before the Closing Date; and HOLDINGS shall have delivered to PDS a certificate signed on its behalf by its President and dated as of the Closing Date certifying to the foregoing effect.

(b) **No Actions or Procedures**. No action or proceeding by any stockholder of HOLDINGS (excluding statutory appraisal proceedings initiated by dissenting stockholders of HOLDINGS pursuant to Section 607.1321 and Section 607.1323 of the FBCA) shall have been commenced or threatened against HOLDINGS, PDS, or any officer, director, employee, stockholder, agent or affiliate of either of them. No action or proceeding by or before any court, administrative body or governmental agency shall have been instituted or threatened which seeks to enjoin, restrain or prohibit, or might result in damages in respect of, this Agreement or the complete consummation of the transactions as contemplated by this Agreement and which would in the reasonable judgment of PDS make it advisable to consummate such transactions, and no

law or regulation shall be in effect and no court order shall have been entered in any action or proceeding instituted by any party which enjoins, restrains or prohibits this Agreement or the complete consummation of the transactions as contemplated by this Agreement.

(c) **Approvals and Consents.** HOLDINGS shall have made all filings with and notifications of governmental authorities, regulatory agencies and other entities required to be made by HOLDINGS in connection with the execution, delivery and performance of this Agreement, the consummation of the transactions contemplated hereby and the continued operation of the business of HOLDINGS subsequent to the Effective Time, and HOLDINGS shall have received all required authorizations, waivers, consents and permits to permit the consummation of the transactions contemplated by this Agreement, in form and substance reasonably satisfactory to PDS, from all third parties, including, without limitation, applicable governmental authorities, regulatory agencies, lessors, lenders and contract parties, required in connection with the Merger or HOLDINGS' permits, leases, licenses and franchises, to avoid a breach, default, termination, acceleration or modification of any agreement, contract, instrument, mortgage, lien, lease, permit, authorization, order, writ, judgment, injunction, decree, determination or arbitration award as a result of the execution or performance of this Agreement, or otherwise in connection with the execution and performance of this Agreement.

SECTION 5. TERMINATION OF AGREEMENT.

5.1 Termination

(a) At any time prior to the Closing Date, this Agreement may be terminated:

(i) by mutual written consent of PDS and HOLDINGS,

(ii) by PDS if HOLDINGS fails to comply with any of its covenants and agreements contained herein in any material respect or if any of the representations and warranties of HOLDINGS shall have been correct in any material respect where made or shall have ceased to be true and correct in all material respects, or

(iii) by HOLDINGS if PDS fails to comply with any of its covenants and agreements contained herein in any material respect or if any of the representations and warranties of PDS shall have been incorrect in any material respect when made or shall have ceased to be true and correct in all material respects.

(b) If either PDS or HOLDINGS exercises its right to terminate this Agreement, then this Agreement shall thereupon terminate and no party to this Agreement shall have any liability, responsibility or obligation to any other party hereto on account of this Agreement and the transactions contemplated by this Agreement; provided however, that nothing herein shall relieve any party to this Agreement from liability on account of a material and fraudulent breach of any of its representations and warranties contained herein or an intentional and material failure to comply with any of its conditions, agreements or covenants contained herein.

SECTION 6. SURVIVAL OR REPRESENTATIONS, WARRANTIES, ETC.; EXPENSES.

6.1 **Survival of Warranties.** All representations, warranties, agreements, covenants and obligations herein or in any schedule or certificate delivered by any party incident to the transactions contemplated hereby are material and may be relied upon by the party receiving the same and shall survive the Closing regardless of any investigation and shall not merge into the performance of any obligation by any party hereto, for a period of two years.

6.2 **Expenses.** All expenses and costs (including attorneys' fees) of the parties hereto in connection with this Agreement and the transactions contemplated hereby whether or not such transactions are consummated, shall be paid by the party incurring the expense.

SECTION 7. MISCELLANEOUS.

7.1 **Law Governing.** This Agreement shall be construed under and governed by the internal laws, and not the law of conflicts, of the State of Florida.

7.2 **Notices.** Any notice, request, demand other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if delivered or sent by facsimile transmission, upon receipt, or if sent by registered or certified mail upon the sooner of the expiration of three days after deposit in United States post office facilities properly addressed with postage prepaid or acknowledgment or receipt, as follows:

To PDS

Precision Door Service, Inc.
571 Haverty Court, Suite W
Rockledge, Florida 32955

To HOLDINGS

Precision Holdings of Brevard, Inc.
3605 Sparrow Hawk Trail
Mims, Florida 32754

or to such other address of which any party may notify the other parties as provided above.

7.3 **Prior Agreements Superseded.** This Agreement and any agreements executed by the parties in connection herewith supersede all prior understandings and agreements among the parties relating to the subject matter hereof.

7.4 **Assignability.** This Agreement may not be assigned by PDS or HOLDINGS without the prior written consent of the other party hereto, this Agreement shall be binding upon and enforceable by, and shall inure to the benefit of, the parties hereto and their respective successors, heirs, executors, administrators and permitted assigns, and no others.

7.5 **Publicity and Disclosures.** Until the Effective Time, so long as this Agreement is in effect, neither PDS nor HOLDINGS nor any of their respective stockholders, subsidiaries or affiliates shall issue or cause the publication of any press release or other announcement with respect to the Merger, this Agreement or the other transactions contemplated hereby without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld, except to the extent disclosure is required by any applicable law or regulation or by any court or authorized administrative or governmental agency.

7.6 **Captions and Gender.** The captions in this Agreement are for convenience only and shall not affect the construction or interpretation of any term or provision hereof. The use in this Agreement of the masculine pronoun in reference to a party hereto shall be deemed to include the feminine or neuter pronoun, as the context may require.

7.7 **Certain Definitions.** For purposes of this Agreement, the term:

(a) "affiliate" of a person shall mean a person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the first mentioned person;

(b) "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly or as trustee or executor, of the power to direct or cause the direction of the management policies of a person, whether through the ownership of stock, as trustee or executor, by contract or credit arrangement or otherwise;

(c) "person" means an individual, corporation, partnership, association, trust or any unincorporated organization; and

(d) "subsidiary" of a person means any corporation more than fifty percent (50%) of whose outstanding voting securities, or any partnership, joint venture or other entity more than fifty percent (50%) of whose total equity interest, is directly or indirectly owned by such person.

7.8 **Execution in Counterparts.** For the convenience of the parties to facilitate execution, this Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

7.9 **Amendments; Waivers.** This Agreement may not be amended or modified except by a writing duly and validly executed by each party hereto. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any such right, power or privilege, or any single or

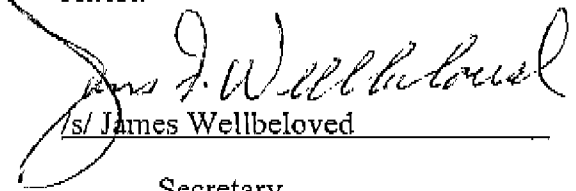
partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege.

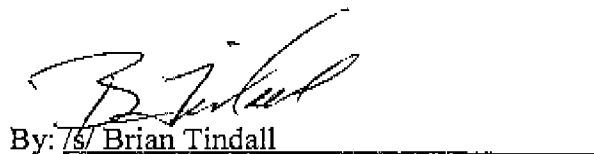
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date set forth above by their duly authorized representatives.

[CORPORATE SEAL]

PRECISION DOOR SERVICE, INC.

Attest:

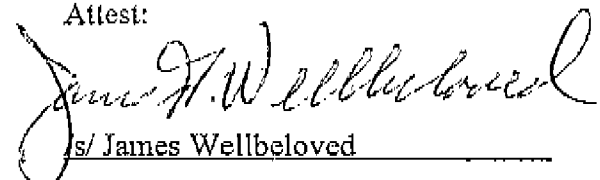

/s/ James Wellbeloved
Secretary


By: /s/ Brian Tindall
Title: President

[CORPORATE SEAL]

**PRECISION HOLDINGS OF
BREVARD, INC.**

Attest:


/s/ James Wellbeloved
Secretary

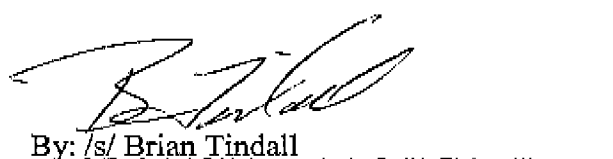

By: /s/ Brian Tindall
Title: President

EXHIBIT A

**ARTICLES OF MERGER
OF PRECISION DOOR SERVICE, INC.
INTO PRECISION HOLDINGS OF BREVARD, INC.**

Pursuant to the provisions of Section 607.1101 of the Florida Business Corporation Act, as amended, the undersigned corporations adopt the following Articles of Merger for the purpose of merging them into one of such corporations:

FIRST: The names of the undersigned corporations and the States under the laws of which they re respectively organized are:

<u>Name of Corporation</u>	<u>State</u>
Precision Door Service, Inc.	Florida
Precision Holdings of Brevard, Inc.	Florida

SECOND: The surviving corporation is Precision Holdings of Brevard, Inc. and it is to be governed by Chapter 607 of the laws of the State of Florida.

THIRD: The Agreement and Plan of Merger (the "Plan of Merger") attached hereto as Exhibit A was approved by the shareholders of the undersigned corporations in the manner prescribed by Section 607.1103 of the Florida Business Corporation Act, as amended, on DEC. 21, 2004.

FOURTH: As to each of the undersigned corporations, the number of shares outstanding, and the designation and number of outstanding shares of each class entitled to vote as a class on such Plan of Merger, are as follows:

<u>Name of Corporation</u>	<u>Number of Shares Outstanding</u>	<u>Entitled to Vote as Class</u>	
		<u>Designation of Class</u>	<u>Number of Shares</u>
Precision Door Service, Inc.	9,900,000	Common	9,900,000
Precision Door Service, Inc.	820,000	Preferred Shares-Series A	820,000

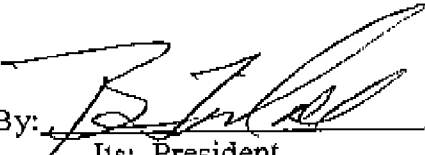
Precision Holdings of Brevard, Inc.	5,700,000	Common	5,700,000
Precision Holdings of Brevard, Inc.	420,000	Preferred Shares-Series A	420,000

FIFTH: As to each of the undersigned corporations, the votes in favor of the merger of each class entitled to vote thereon were sufficient to approve the merger. The total number of shares voted for and against the Plan of Merger as to each of the undersigned corporations, respectively, and, as to each class entitled to vote thereon as a class, the number of shares of such class voted for and against such Plan, respectively, are as follows:

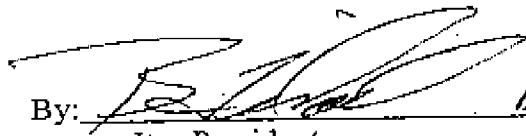
<u>Name of Corporation</u>	<u>Total Voted For</u>	<u>Total Voted Against</u>	<u>Class</u>
Precision Door Service, Inc.	_____	_____	Common
	_____	_____	Preferred Shares- Series A
Precision Holdings of Brevard, Inc.	5,700,000	0	Common
	420,000	0	Preferred Shares- Series A

SIXTH: The effective date of the merger shall be December 31, 2004.

PRECISION DOOR SERVICE, INC.

By:  12/21/04
Its: President

PRECISION HOLDINGS OF BREVARD, INC.

By:  12/21/04
Its: President

LAW OFFICES OF BRIAN S. STEINBERGER, PA
REGISTERED PATENT ATTORNEYS
 101 BREVARD AVENUE
 COCOA, FL 32922
 (321) 633-5080
 FAX (321) 633-9322

FACSIMILE TRANSMITTAL SHEET

TO: ASSIGNMENT BRANCH	FROM: LAW OFFICES OF BRIAN S. STEINBERGER
COMPANY: USPTO	DATE: MARCH 15, 2005
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