

Certified Distributor Agreement

This Agreement made in duplicate this _____ day of _____ 2009

BETWEEN:

Z3 Holdings LLC (a Nevada Company),
carrying on business as Solar Comfort
(hereinafter "SOLAR COMFORT");

-and-

(hereinafter the "Distributor")

Whereas SOLAR COMFORT is the manufacturer of Solar Comfort Radiant Barrier products and a distributor of energy efficiency and renewable energy products;

And Whereas the Distributor wishes to acquire the rights to market and sell Solar Comfort Radiant Barrier products;

Now Therefore this agreement witnesseth that in consideration of the aforesaid premises, the covenants hereinafter contained and other good and sufficient consideration, the receipt and sufficiency of which is expressly acknowledged, the parties hereto covenant and agree as follows:

Definitions

1. In this Agreement:

"Products" means window products made with the Solar Comfort Radiant Barrier material;

"Distributor Price" means the price charged, from time to time by SOLAR COMFORT to its contracted distributors for the Products;

"Sell" includes distributing, marketing, promoting, stimulating interest in, soliciting orders for and providing services in connection with those activities; and

"Trademarks" means SOLAR COMFORT's trademarks, copyrights, trade names, business names and other certifications.

Appointment

2. Subject to the terms and conditions contained herein, SOLAR COMFORT hereby grants to the Distributor the right to Sell the Products. The right hereby granted to the Distributor is for the sale of the Products to end-users only and specifically excludes the right to sell the Products for resale.

Distributor Obligations

3. The Distributor warrants that he/she is as certified energy auditor with training and experience in the use of infrared technology.

4. The Distributor agrees to install a reasonable amount of Solar Comfort Radiant Barrier products in their place of residence or business within 6 weeks of the execution of this agreement.

5. The Distributor agrees not to purchase the Products from any source other than the licensed

manufacturer of Solar Comfort Products designated in writing by SOLAR COMFORT to service the Distributor's orders.

6. The Distributor agrees to complete all SOLAR COMFORT training and comply with all SOLAR COMFORT procedures and shall ensure that all sales staff are trained and by SOLAR COMFORT and hold similar energy auditor and infrared certifications to the Distributor.
7. The Distributor agrees to only use approved advertising and promotional materials for the advertising and promotion of the Products. Approval of Advertising and promotional materials not provided by SOLAR COMFORT shall be obtained in writing.
8. The Distributor agrees to comply with all applicable laws, regulations and governmental rules.
9. The Distributor agrees not to make representations or warranties with respect to the Products other than those specifically authorized in writing by SOLAR COMFORT.
10. The Distributor agrees to maintain comprehensive "occurrence" general liability insurance, including "occurrence" product liability, contractual liability insurance and advertising injury coverage, with minimum limits of liability of 2 Million Dollars. The Distributor shall provide proof of such insurance coverage to SOLAR COMFORT on demand.

Obligations of SOLAR COMFORT

11. SOLAR COMFORT agrees to supply initial marketing tools and ongoing direction and guidance to Distributor as may reasonably be required.
12. SOLAR COMFORT agrees to make approved advertising material available for Distributor purchase and use and shall, in a timely manner, provide comments, suggestions, and/or changes to advertising and promotional material submitted by the Distributor for approval.
13. SOLAR COMFORT agrees to maintain warranty and post-warranty repair services for manufacturing defects in the Products pursuant to its then applicable warranty policies.

General Purchase Terms

14. All shipping costs shall be paid by the Distributor in addition to the price paid for the Products. SOLAR COMFORT reserves the right to select the carrier to transport the Products to the Distributor. SOLAR COMFORT will work with Distributor to minimize shipping and associated costs.
15. The Distributor acknowledges and agrees that all Products shall be shipped at the Distributor's risk and shall remain at the Distributor's risk until fully installed at the customer's premises. The Distributor agrees to pay all costs related to insuring the Product until fully installed at the customer's premises.

Warranty and Service Policy

16. SOLAR COMFORT warrants each Product to be free from manufacturing defect for a period of one year (unless otherwise specified by the manufacturer) from its initial sale by Distributor to the original customer ("Warranty Period"). Provided the Product manufacturing defect is reported to SOLAR COMFORT during the Warranty Period, SOLAR COMFORT will, at its sole option, repair or replace such defective Product free of charge. Without limiting the generality of the foregoing the following will not be considered manufacturing defects.
 - a. Any defect arising from abuse, accident, alteration, modification, tampering, negligence or misuse;

- b. Any defect that has been repaired or serviced by anyone other than a SOLAR COMFORT authorized service technician;
- c. Any defects that are a result of improper installation.

Termination

- 17. Should the Distributor fail to sell any Products for any one year period this agreement may be terminated at the option of SOLAR COMFORT
- 18. Upon the termination of this Agreement for any reason the right of Distributor to Sell Products shall cease and the Distributor shall immediately discontinue all use of SOLAR COMFORT's Trade Marks. The Distributor shall return to SOLAR COMFORT all materials related to the Products including, but not limited to, price lists, catalogs, sales literature, operating and service manuals, advertising literature and materials and other marketing tools.

Assignment

- 19. Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be commercially unreasonably withheld.

Damages Arising From Termination

- 20. Upon termination of this Agreement, for any reason, SOLAR COMFORT shall not be liable to the Distributor for any damages (whether direct, consequential, or incidental and including expenditures, loss of profits of any kind) sustained or ensuing out of, or alleged to have been sustained or to have arisen out of, such termination.

Warranty Disclaimer and Waiver of Consequential Damages

- 21. Except for the express warranty concerning products contained herein, SOLAR COMFORT makes no representation or warranty, express or implied (including implied warranties of merchantability and fitness for a particular purpose) concerning any Product or otherwise concerning matters contemplated by this agreement. The Distributor acknowledges and agrees that SOLAR COMFORT's sole responsibility in the case of any breach of warranty shall be for SOLAR COMFORT to comply with SOLAR COMFORT's policy as set forth above.
- 22. In no event shall either party be liable or obligated in any manner for any special, incidental, exemplary or consequential damages of any kind (including, without limitation, lost profits) regardless of the form of action, whether in contract, tort, negligence, strict product liability, or otherwise, even if such party has been informed of the possibility of any such damages in advance.

Legal Relationship Indemnity

- 23. The relationship between SOLAR COMFORT and Distributor is that of supplier and purchaser. Distributor is an independent contractor and is not the legal representative, agent, joint venture, partner, or employee of SOLAR COMFORT for any purpose whatsoever. Distributor has no right or authority to assume or create any obligations of any kind or to make any representations or warranties, whether express or implied, on behalf of SOLAR COMFORT, or to bind SOLAR COMFORT in any respect whatsoever.
- 24. Each party shall indemnify and hold harmless the other party from any claims, injuries, and damages, including all reasonable costs and expenses (such as legal fees), as a result,

whether direct or indirect, stemming from the negligence, recklessness, or willful misconduct of the other party or such other party's officers, employees or agents.

Intellectual Property Indemnification

25. SOLAR COMFORT agrees to defend, indemnify and hold the Distributor harmless from and against damages, costs, liabilities, expenses (including, without limitation, reasonable legal fees) and settlement amounts incurred in connection with any suit, claim or action by any third party (a "Claim") alleging that the Products when used according to the documentation accompanying the Products, infringes an intellectual property right of a third party. The foregoing obligation shall not extend to any Claims of infringement arising out of or related to a modification of the Products by anyone other than SOLAR COMFORT or a combination of the Products with any third party hardware or equipment to the extent that such combination is the cause of such infringement.
26. SOLAR COMFORT's obligation to defend, indemnify and hold Distributor harmless is subject to Distributor:
 - a. giving SOLAR COMFORT prompt written notice of any such Claim;
 - b. giving SOLAR COMFORT sole control over the defense and settlement of any such Claim (provided that SOLAR COMFORT may not use any non-monetary assets of the Distributor in a non-monetary settlement without Distributor's prior written consent);
 - c. providing full cooperation for the defense of any such Claim, at SOLAR COMFORT's expense; and
 - d. not entering into any settlement or compromise of any such Claim without SOLAR COMFORT's prior written approval.
27. The remedies granted to Distributor under sections 25 and 26 shall be Distributor's sole and exclusive remedies for any infringement or alleged of intellectual property rights by the Products.

Use of SOLAR COMFORT Trademarks and Copyrighted Material

28. Distributor shall use materials furnished by SOLAR COMFORT that contain SOLAR COMFORT Trademarks only with respect to distribution and sale of the Products in accordance with the terms of this Agreement. Any further or other use by the Distributor of SOLAR COMFORT Trademarks shall be subject and limited to specific written authorization from SOLAR COMFORT, on a case by case basis. Any such authorization shall be on a non-transferable, non sub-licensable and non-exclusive basis.

Proprietary Rights

29. SOLAR COMFORT represents and warrants that SOLAR COMFORT has the unrestricted right and authority to enter into this Agreement, and to grant the rights and licenses contemplated hereunder with respect to the Products and SOLAR COMFORT has all rights in and to all patents, copyrights, trademarks, trade secrets or other proprietary rights associated with the Products that are necessary to market, distribute, and license the Products.
30. SOLAR COMFORT retains all of its rights and title to and ownership of all Copyrights, Trademarks, Trade names, trade secrets, patents, and all other intellectual property embodied in the Products. Except as otherwise expressly provided in this Agreement, Distributor will have no right, title or interest in the intellectual property embodied in the Products, excepting only Distributor's limited rights to use Trademarks as specified in

herein.

Confidential Information

31. Each party agrees that it will maintain the confidentiality of all electronic, verbal and written communications from the other party that are designated, or that should reasonably be regarded in the normal commercial view, as constituting confidential information, business secrets or proprietary information.
32. The confidential information referred to in section 31, above, shall not include any such information that:
 - a. is or becomes generally available to the public other than as a result of unauthorized disclosure by either party;
 - b. has been or is made available to either party from a third party that is not under an obligation of confidentiality to either party or its affiliates;
 - c. was previously known by the receiving party prior to disclosure by the other party; or
 - d. was developed independently of any disclosures make hereunder.
33. In the event either party is required to make disclosure of confidential information regarding the other due to legal process, such party shall immediately notify the other and reasonably cooperate with the owner of such confidential information in any efforts to limit or object to such disclosures being made. This confidentiality provision shall survive termination of this Agreement.

Force Majeure

34. Excepting the timely payment by Distributor of the Distributor Price of Products purchased by it under this Agreement, no failure or omission to carry out or observe any of the terms, provisions, or conditions of this Agreement will give rise to any claim by one party against the other, or be a breach of this Agreement, if the same is caused by or arises out of one or more of the following conditions: acts of God; acts, regulations or laws of any government; war; civil commotion; destruction of facilities or materials by fire, earthquake or storm; labor disturbance; epidemic; failure of public utilities or of suppliers; or any other event, matter or thing wherever occurring and whether or not of the same class or kind as those set forth above, which is not reasonably within the control of the affected party. However, the parties will endeavor to avoid, remove, or cure all such conditions as soon as is reasonably feasible.

Legal Matters

35. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Nevada, USA
36. This Agreement constitutes the entire contract between SOLAR COMFORT and the Distributor. All prior or contemporaneous agreements, proposals, understandings and communications between or involving SOLAR COMFORT and the Distributor are replaced in their entirety by this Agreement, except that this Agreement shall not relieve either party from making payments which may be due and owing under any agreements or contract made prior to the date hereof. This Agreement may be amended only by a written instrument executed by authorized representatives of SOLAR COMFORT and Distributor.
37. This Agreement may be signed in two identical counterparts that together shall be considered the original agreement.

IN WITNESS THEREOF the said parties hereto have hereunto affixed their signatures or corporate seals attested to by the hands of their proper officers, duly authorized in that behalf as the case may be.

Z3 Holdings LLC

per:
Brian Wickhorst, President

I have the authority to bind the Corporation.

(Distributor)

print name