

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

**SCHEDULE 13D**

**Under the Securities Exchange Act of 1934  
(Amendment No. 1)**

The Flooring Zone, Inc.

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(Name of Issuer)

Common Stock, \$.001 par value per share

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(Title of Class of Securities)

339757106

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(CUSIP Number)

Andrew Limpert  
1245 Brickyard Road, Suite 590  
Salt Lake City, Utah 84106  
(801) 433-2000

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(Name, Address and Telephone Number of Person Authorized to  
Receive Notes and Communications)

October 9, 2008

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(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box.

\* The remainder of this cover page shall be filled out for a reporting persons initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter the disclosures provided in a prior cover page.

The information required in the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 (the "Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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1. Names of Reporting Persons, IRS Identification Nos. of above persons (entities only)  
 Andrew Limpert

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2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)   
 (b)

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3. SEC Use Only

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4. Source of Funds (See Instructions)  
 OO

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5. Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)

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6. Citizenship or Place of Organization  
 United States of America

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Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 5,325,150
	8.	Shared Voting Power -0-
	9.	Sole Dispositive Power 5,325,150
	10.	Shared Dispositive Power -0-

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11. Aggregate Amount Beneficially Owned by Each Reporting Person  
 5,325,150

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12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares  
 (See Instructions)

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13. Percent of Class Represented by Amount in Row (11)  
 12%

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14. Type of Reporting Person (See Instructions)  
 IN

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**Item 1. Security and Issuer**

This Amendment No. 1 to Schedule 13D (“Amendment No. 1”) relates to the Common Stock, par value \$0.001 per share (the “Common Stock”), of The Flooring Zone, Inc. (the “Issuer”), which has its principal executive offices at 1245 Brickyard Road, Suite 590, Salt Lake City, Utah 84106. This Amendment No. 1 amends and supplements, as set forth below, the information contained in items 1, 3, 4, 5, 6 and 7 of the Schedule 13D filed by the Reporting Persons with respect to the Issuer on December 3, 2007 (the “Schedule 13D”). All capitalized terms used herein but not defined herein have the meanings set forth in the Schedule 13D. Except as amended by this Amendment No. 1, all information contained in the Schedule 13D is, after reasonable inquiry and to the best of the Reporting Persons’ knowledge and belief is true, complete and correct as of the date of this Amendment No. 1.

**Item 3. Source and Amount of Funds**

On October 9, 2008 the Issuer closed an Acquisition Agreement, dated September 30, 2008, among The Flooring Zone, Inc. and Profire Combustion, Inc. and the Shareholders of Profire Combustion, Inc. (the “Acquisition Agreement”). In connection with the Acquisition Agreement, the Reporting Person agreed to cancel and return to the treasury of the Issuer 6,224,950 shares of Common Stock owned by the Reporting Person.

**Item 4. Purpose of Transaction**

- (a)-(b) Pursuant to the terms and conditions of the Acquisition Agreement, 35,000,000 shares of restricted common stock of the Issuer were issued to the three Profire Shareholders in exchange for all of the issued and outstanding shares of Profire. As a result of the transaction, Profire became a wholly-owned subsidiary of the Issuer. With the acquisition of Profire, the Issuer’s primary business focus will be that of Profire. Profire provides products and services for burners and heaters for the oil and gas industry.
- (c) Not applicable.

(d) On October 9, 2008 the Reporting Person resigned as the Issuer's interim Chief Executive Officer and President. The board of directors appointed Brenton W. Hatch, the Chief Executive Officer of Profire, as the Chief Executive Officer and President of the Issuer. The board of directors appointed Harold Albert, the President and Chief Operating Officer of Profire, as the Chief Operating Officer of the Issuer. The Reporting Person, who had also been acting as the Issuer's interim Chief Financial Officer was named as the Chief Financial Officer on a permanent basis. The Reporting Person will continue as a director of the Issuer.

On October 9, 2008, Joel Arline tendered his resignation as a director of Issuer. The Acquisition Agreement provides for the appointment of two individuals designated by Profire to be appointed to the board of directors. Mr. Hatch and Mr. Albert will be appointed to fill vacancies on the Issuer's board of directors 10 days after the mailing of a Schedule 14F-1 to the Issuer's shareholders in accordance with Rule 14f-1 promulgated under the Exchange Act of 1934, as amended.

(e) Not applicable.

(f) As noted above, with the acquisition of Profire the Issuer will focus its business efforts to the business of Profire.

(g) Not applicable.

(h) Not applicable.

(i) Not applicable.

(j) Other than as described above, the Reporting Person currently has no plan or proposal which relates to, or may result in, any of the matters listed in Items 4(a)-(i) of this Schedule 13D (although the Reporting Person reserves the right to change such plans.)

Except as set forth in this Amendment No. 1, the Reporting Person does not have any present plans or intentions that would result in or relate to any of the actions required to be described in subparagraphs (a)-(j) of Item 4 of this Amendment No. 1. The Reporting Person may, at any time, review or reconsider his position with respect to the Issuer and formulate plans or proposals with respect to any of such matters.

The description contained in this Item 4 of the transactions contemplated by the Acquisition Agreement does not purport to be complete, and is qualified in its entirety by the terms and conditions of the Acquisition Agreement, a copy of which is filed as Exhibit 1.1 to this Amendment No. 1.

**Item 5. Interest in Securities of the Issuer**

- (a) As of the date hereof, the Reporting Person owns 5,325,150 shares, or 12% of the outstanding Common Stock of the Issuer, based upon the 45,000,000 shares outstanding as of October 9, 2008
- (b) The Reporting Person has the sole power to vote or direct the vote of all of the 5,325,150 shares; and has shared power to vote or direct the vote of 0 shares; has the sole power to dispose or direct the disposition of all of the 5,325,150 shares; and has shared power to dispose or direct the disposition of 0 shares.
- (c) Other than as disclosed herein, during the past 60 days, the Reporting Person has not made any purchases of Common Stock of the Issuer.
- (d) No other person is known to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the shares.
- (e) Not Applicable.

**Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer**

To the knowledge of the Reporting Person there are no contracts, arrangements understandings or relationships (legal or otherwise) among the persons named in Item 2 of Schedule 13D and between such persons and any persons with respect to any securities of the Issuer other than the Acquisition Agreement. The information contained in Items 3, 4 and 5 of this Amendment No. 1 is incorporated herein by reference.

The information contained in this Item 6 of Amendment No. 1 describing the Acquisition Agreement and the transactions contemplated thereby does not purport to be complete, and is qualified in its entirety by the terms and conditions of the Acquisition Agreement, a copy of which is filed as Exhibit 1.1 to this Amendment No. 1 and incorporated by reference into this Amendment No. 1.

**Item 7. Exhibits**

<u>Exhibit No.</u>	<u>Exhibit</u>
1.1	Acquisition Agreement, dated September 30, 2008, among The Flooring Zone, Inc. and Profire Combustion, Inc. and the Shareholders of Profire Combustion, Inc.

**SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: October 21, 2008

By: /s/ Andrew Limpert  
Andrew Limpert

**ACQUISITION AGREEMENT**  
**AMONG**  
**THE FLOORING ZONE, INC.**  
**AND**  
**PROFIRE COMBUSTION, INC.**  
**AND**  
**THE SHAREHOLDERS OF**  
**PROFIRE COMBUSTION, INC.**  
**DATED SEPTEMBER 30, 2008**

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## ACQUISITION AGREEMENT

This Acquisition Agreement (“Agreement”) is entered into as of this 30<sup>th</sup> day of September 2008 by and between THE FLOORING ZONE, INC., a Nevada corporation (“FZON”), and PROFIRE COMBUSTION, INC., an Alberta, Canada corporation (“PROFIRE”), and those shareholders executing Investment Letters attached hereto as Exhibit A.1 or Exhibit A.2 and listed in Exhibit B hereto, being all of the shareholders of PROFIRE as of the date this Agreement is executed (the “PROFIRE Shareholders”).

### PLAN OF EXCHANGE

The transaction contemplated by this Agreement is intended to be an acquisition whereby FZON will acquire 100% of PROFIRE’s issued and outstanding common stock, (\$.001 par value) in exchange for 35,000,000 shares of FZON’s common stock, \$.001 par value (the “Exchange Stock”). Upon the consummation of the exchange transaction and the issuance and transfer of the Exchange Stock as set forth in Section 2 hereinbelow, PROFIRE Shareholders would hold approximately seventy-eight percent (78%) of the then-outstanding common stock of FZON representing a controlling interest in FZON. The Exchange Transaction will result in PROFIRE becoming a wholly-owned subsidiary of FZON.

### AGREEMENT

#### Section 1 Transfer of Shares

- 1.1 All shareholders of PROFIRE (the “Shareholders” or the “PROFIRE Shareholders”), as of the date of Closing as such term is defined in Section 3 herein (the “Closing” or the “Closing Date”), shall transfer, assign, convey and deliver to FZON on the Closing Date, certificates, or written equivalent documentation if certificates are non-existent, representing one hundred percent (100%) of the outstanding PROFIRE capital stock (the “PROFIRE Stock”). The transfer of the PROFIRE Stock shall be made free and clear of all liens, mortgages, pledges, encumbrances or charges, whether disclosed or undisclosed, except as the PROFIRE Shareholders and FZON shall have otherwise agreed in writing.

#### Section 2 Issuance of Exchange Stock to PROFIRE Shareholders

- 2.1 As consideration for the transfer, assignment, conveyance and delivery of the PROFIRE Stock hereunder, FZON shall, at the Closing issue to the PROFIRE Shareholders listed in Exhibit B, being all of the shareholders of PROFIRE, pro rata in accordance with each Shareholder’s percentage ownership of PROFIRE immediately prior to the Closing, certificates representing 35,000,000 shares of FZON Common Stock. The parties intend
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that the Exchange Stock being issued will be used to acquire all outstanding PROFIRE Stock. To the extent that less than 100% of the PROFIRE Stock is acquired, the number of shares issuable to those PROFIRE Shareholders who have elected to participate in the exchange described in this Agreement (the "Exchange") shall decrease proportionately.

- 2.2 The issuance of the Exchange Stock shall be made free and clear of all liens, mortgages, pledges, encumbrances or charges, whether disclosed or undisclosed, except as the PROFIRE Shareholders and FZON shall have otherwise agreed in writing. As provided herein, and immediately prior to the Closing, FZON shall have issued and outstanding: (i) not more than 10,000,000 shares of Common Stock; and (ii) shall have no preferred stock or other securities issued and outstanding.
- 2.3 None of the Exchange Stock issued to the PROFIRE Shareholders, nor any of the PROFIRE Stock transferred to FZON hereunder shall, at the time of Closing, be registered under United States and state securities laws but, rather, shall be issued pursuant to an exemption therefrom and be considered "restricted stock" within the meaning of Rule 144 promulgated under the Securities Act of 1933, as amended (the "Act"). All of such shares shall bear a legend worded substantially as follows:

"The shares represented by this certificate have not been registered under the Securities Act of 1933 (the "Act") or any state act or law and are 'restricted securities' as that term is defined in Rule 144 under the Act. The shares, or any interest therein, may not be offered for sale, sold or otherwise transferred except pursuant to an exemption from registration under the Act, the availability of which is to be established to the satisfaction of the Company."

The respective transfer agents of FZON and PROFIRE shall annotate their records to reflect the restrictions on transfer embodied in the legend set forth above. There shall be no requirement that FZON register the Exchange Stock under the Act, nor shall PROFIRE or the PROFIRE Shareholders be required to register any PROFIRE Shares under the Act.

### **Section 3**

#### **Closing**

- 3.1 Closing of Transaction. Subject to the fulfillment or waiver of the conditions precedent set forth in Section 11 hereof, the Closing shall take place on the Closing Date at the offices of, Poulton & Yordan, Attorneys at Law, 324 South 400 West, Salt Lake City, Utah 84101, at 10:00 A.M., local time, or at such other time on the Closing Date as PROFIRE and FZON may mutually agree in writing.

3.2 Closing Date. The Closing Date of the Exchange shall take place on a date chosen by mutual agreement of PROFIRE and FZON within thirty (30) days from the date of this Agreement, or such later date upon which PROFIRE and FZON may mutually agree in writing, or as extended pursuant to subsection 12.1(b) hereinbelow.

3.3 Deliveries at Closing.

- (a) PROFIRE shall deliver or cause to be delivered to FZON at Closing:
  - (1) certificates representing all shares, or an amount of shares acceptable to FZON, of the PROFIRE Stock as described in Section 1, each endorsed in blank by the registered owner and in negotiable form, except for the restrictive legend;
  - (2) an agreement from each Shareholder surrendering his or her shares agreeing to a restriction on the transfer of the Exchange Stock as described in Section 2 hereof (“Investment Letter”);
  - (3) a copy of a consent of PROFIRE’s board of directors authorizing PROFIRE to take the necessary steps toward Closing the transaction described by this Agreement in the form set forth in Exhibit C;
  - (4) Certificates of Good Standing for PROFIRE and any of its subsidiaries, if any, issued not more than thirty (30) days prior to Closing by the regulatory authorities of Alberta, Canada;
  - (5) Articles of Incorporation and Bylaws of PROFIRE and its subsidiaries, if any, certified as of the Closing Date by the President and Secretary of PROFIRE;
  - (6) such other documents, instruments or certificates as shall be reasonably requested by FZON or its counsel.
- (b) FZON shall deliver or cause to be delivered to PROFIRE at Closing:
  - (1) a copy of a consent of FZON’s board of directors authorizing FZON to take the necessary steps toward Closing the transaction described by this Agreement in the form set forth in Exhibit D;
  - (2) a copy of a Certificate of Good Standing for FZON issued not more than ten (10) days prior to Closing by the Secretary of State of Nevada;

- (3) all of FZON's corporate records;
- (4) stock certificate(s) or a computer listing from FZON's transfer agent representing the Exchange Stock to be newly issued by FZON under this Agreement, which certificates shall be in the names of the appropriate PROFIRE Shareholders, each in the appropriate denomination as described in Section 2;
- (5) Articles of Incorporation and Bylaws of FZON certified as of the Closing Date by the President and Secretary of FZON;
- (6) such other documents, instruments or certificates as shall be reasonably requested by PROFIRE or its counsel.

3.4 Filings: Cooperation.

- (a) Prior to the Closing, the parties shall proceed with due diligence and in good faith to make such filings and take such other actions as may be necessary to satisfy the conditions precedent set forth in Section 11 below.
- (b) On and after the Closing Date, FZON, PROFIRE and the PROFIRE Shareholders set forth in Exhibit B shall, on request and without further consideration, cooperate with one another by furnishing or using their best efforts to cause others to furnish any additional information and/or executing and delivering or using their best efforts to cause others to execute and deliver any additional documents and/or instruments, and doing or using their best efforts to cause others to do any and all such other things as may be reasonably required by the parties or their counsel to consummate or otherwise implement the transactions contemplated by this Agreement.
- (c) FZON will cause to be filed a Current Report on Form 8-K disclosing the transactions contemplated by this Agreement, as may be required by the Securities Exchange Act of 1934, as amended (the "Exchange Act".) The PROFIRE Shareholders listed in Exhibit B shall be responsible for and shall make all filings as may be required under Sections 13 and 16 of the Exchange Act.

**Section 4**

**Representations and Warranties by PROFIRE and the PROFIRE Shareholders**

- 4.1 Subject to the schedule of exceptions, attached hereto and incorporated herein by this reference, (which schedules shall be acceptable to FZON), PROFIRE and the PROFIRE Shareholders listed on Exhibit B represent and warrant to FZON as follows:

- (a) Organization and Good Standing of PROFIRE. The Articles of Incorporation of PROFIRE, an Alberta, Canada corporation, and the Articles of Incorporation of a subsidiary of PROFIRE, and all Amendments thereto as presently in effect, and the Bylaws of PROFIRE and any subsidiary as presently in effect, certified by the President or Secretary of PROFIRE and each subsidiary respectively, have been delivered to FZON and are complete and correct and since the date of such delivery, there has been no amendment, modification or other change thereto.
- (b) Capitalization. PROFIRE has unlimited authorized capital stock with nominal or no par value (defined as "PROFIRE Capital Stock"), of which 200 shares of Class A are issued and outstanding prior to the Closing Date, (the "Outstanding PROFIRE Capital Stock") and held of record by three (3) shareholders, two of whom currently are not residents of the United States. All of such outstanding shares are validly issued, fully paid and non-assessable. There are no outstanding options and warrants for PROFIRE Capital Stock or other subscription, pre-emptive or stock rights. All securities issued by PROFIRE as of the date of this Agreement have been issued in compliance with all applicable securities laws or exemptions therefrom. Except as set forth in Schedule 4.1(b), no other equity securities or debt obligations of PROFIRE are authorized, issued or outstanding.
- (c) Subsidiaries. Other than as set forth in Schedule 4.1 (c), PROFIRE has no subsidiaries and no other investments, directly or indirectly, or other financial interest in any other corporation or business organization, joint venture or partnership of any kind whatsoever.
- (d) Financial Statements. PROFIRE will deliver to FZON, prior to Closing, a copy of PROFIRE's unaudited financial statements for the six (6) months ended June 30, 2008, which will be true and complete and will have been prepared in conformity with generally accepted accounting principles in the United States (US GAAP) and audited financial statements for the fiscal years ended December 31, 2007 and 2006 prepared in compliance with generally accepted accounting standards in the United States (US GAAS). Other than changes in the usual and ordinary conduct of the business since June 30, 2008, there have been and, at the Closing Date, there will be no material adverse changes in such financial statements.
- (e) Absence of Undisclosed Liabilities. Other than as set forth in Schedule 4.1 (e), neither PROFIRE nor its subsidiaries has any liabilities which are not adequately reflected or reserved against in the PROFIRE Financial Statements or otherwise reflected in this Agreement and PROFIRE shall not have as of the Closing Date, any liabilities (secured or unsecured and whether accrued, absolute, direct, indirect or otherwise) which were incurred after June 30, 2008, and would be individually or in the aggregate, material to the results of operations or financial condition of PROFIRE as of the Closing Date.

- (f) Litigation. Except as disclosed in Schedule 4.1(f), there are no outstanding orders, judgments, injunctions, awards or decrees of any court, governmental or regulatory body or arbitration tribunal against PROFIRE or its subsidiary or its properties. Except as disclosed in Schedule 4.1(f), there are no actions, suits or proceedings pending, or, to the knowledge of PROFIRE, threatened against or affecting PROFIRE or its affiliated companies, any of its officers or directors relating to their positions as such, or any of its properties, at law or in equity, or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, in connection with the business, operations or affairs of PROFIRE or its affiliated company which might result in any material adverse change in the operations or financial condition of PROFIRE, or which might prevent or materially impede the consummation of the transactions under this Agreement.
- (g) Compliance with Laws. To the best of its knowledge, the operations and affairs of PROFIRE and its affiliated companies, if any, do not violate any law, ordinance, rule or regulation currently in effect, or any order, writ, injunction or decree of any court or governmental agency, the violation of which would substantially and adversely affect the business, financial conditions or operations of such affiliated company or PROFIRE .
- (h) Absence of Certain Changes. Except as set forth in Schedule 4.1(h), or otherwise disclosed in writing to FZON, since June 30, 2008,
- (i) PROFIRE has not entered into any material transaction or contract;
  - (ii) there has been no change in the condition (financial or otherwise), business, property, prospects, assets or liabilities of PROFIRE as shown on the PROFIRE Financial Statement, other than changes that both individually and in the aggregate do not have a consequence that is materially adverse to such condition, business, property, prospects, assets or liabilities;
  - (iii) there has been no damage to, destruction of or loss of any of the properties or assets of PROFIRE (whether or not covered by insurance) materially and adversely affecting the condition (financial or otherwise), business, property, prospects, assets or liabilities of PROFIRE;
  - (iv) PROFIRE has not declared, or paid any dividend or made any distribution on its capital stock, redeemed, purchased or otherwise acquired any of its capital stock, granted any options to purchase shares of its stock, or issued any shares of its capital stock except in conjunction with the private placement described in Schedule 4.1(h);
  - (v) there has been no material change, except in the ordinary course of business, in the contingent obligations of PROFIRE by way of guaranty, endorsement, indemnity, warranty or otherwise;

- (vi) there have been no loans made by PROFIRE to its employees, officers or directors;
  - (vii) there has been no waiver or compromise by PROFIRE of a valuable right or of a material debt owed to it;
  - (viii) there has been no extraordinary increase in the compensation of any of PROFIRE's employees;
  - (ix) there has been no agreement or commitment by PROFIRE to do or perform any of the acts described in this Section 4.1(h);
  - (x) there has been no other event or condition of any character, which might reasonably be expected either to result in a material and adverse change in the condition (financial or otherwise), business, property, prospects, assets or liabilities of PROFIRE or to impair materially the ability of PROFIRE to conduct the business now being conducted; and
  - (xi) except as contemplated by this Agreement, no third party consents or rights are needed to complete this transaction.
- (i) Employees. There are, except as disclosed in Schedule 4.1(i), no collective bargaining, bonus, profit sharing, compensation, or other plans, agreements or arrangements between PROFIRE and any of its directors, officers or employees and there is no employment, consulting, severance or indemnification arrangements, agreements or understandings between PROFIRE on the one hand, and any current or former directors, officers or employees of PROFIRE on the other hand.
- (j) Assets. All of the assets reflected on the June 30, 2008, PROFIRE Financial Statements or acquired and held as of the Closing Date, will be owned by PROFIRE on the Closing Date. Except as set forth in Schedule 4.1(j), PROFIRE owns outright and has good and marketable title, or holds valid and enforceable leases, to all of such assets. None of PROFIRE's equipment used by PROFIRE in connection with its business has any material defects and all of them are in all material respects in good operating condition and repair, and are adequate for the uses to which they are being put; none of PROFIRE's equipment is in need of maintenance or repairs, except for ordinary, routine maintenance and repair. PROFIRE represents that, except to the extent disclosed in Schedule 4.1(j) to this Agreement or reserved against on its balance sheet as of June 30, 2008, it is not aware of any accounts and contracts receivable existing that in its judgment would be uncollectible.
- (k) Tax Matters. Other than as set forth in Schedule 4.1 (k), all federal, foreign, state and local tax returns, reports and information statements required to be filed by or with respect to the activities of PROFIRE and its subsidiary have been timely filed. Since June 30, 2008, PROFIRE has not incurred any liability with respect to any federal, foreign, state or local taxes except in the ordinary and regular course of business. Such returns, reports and information statements are true and correct

in all material respects insofar as they relate to the activities of PROFIRE. On the date of this Agreement, neither PROFIRE nor its subsidiaries, if any, is delinquent in the payment of any such tax or assessment, and no deficiencies for any amount of such tax have been proposed or assessed.

- (l) Operating Authorities. To the best knowledge of PROFIRE, PROFIRE and its subsidiaries, if any, have all material operating authorities, governmental certificates and licenses, permits, authorizations and approvals (“Permits”) required to conduct its business as presently conducted or proposed to be conducted. Such Permits are set forth on Schedule 4.1(l). Since PROFIRE’s inception, there has not been any notice or adverse development regarding such Permits; such Permits are in full force and effect; no material violations are or have been recorded in respect of any permit; and no proceeding is pending or threatened to revoke or limit any Permit.
- (m) Continuation of Key Management. To the best knowledge of PROFIRE, all key management personnel of PROFIRE intend to continue their employment with PROFIRE after the Closing.
- (n) Books and Records. The books and records of PROFIRE and its subsidiary are complete and correct, are maintained in accordance with good business practice and accurately present and reflect, in all material respects, all of the transactions therein described, and there have been no transactions involving PROFIRE or its subsidiary which properly should have been set forth therein and which have not been accurately so set forth.
- (o) Authority to Execute Agreement. The Board of Directors of PROFIRE, pursuant to the power and authority legally vested in it, has duly authorized the execution and delivery by PROFIRE of this Agreement, and has duly authorized each of the transactions hereby contemplated. PROFIRE has the power and authority to execute and deliver this Agreement, to consummate the transactions hereby contemplated and to take all other actions required to be taken by it pursuant to the provisions hereof. PROFIRE has taken all actions required by law, its Articles of Incorporation, as amended, or otherwise to authorize the execution and delivery of this Agreement. This Agreement is valid and binding upon PROFIRE and those Shareholders listed in Exhibit B hereto in accordance with its terms. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will constitute a violation or breach of the Articles of Incorporation, as amended, or the Bylaws, as amended, of PROFIRE, or any agreement, stipulation, order, writ, injunction, decree, law, rule or regulation applicable to PROFIRE.
- (p) Finder’s Fees. PROFIRE is not, and on the Closing Date will not be liable or obligated to pay any finder’s, agent’s or broker’s fee arising out of or in connection with this Agreement or the transactions contemplated by this Agreement.

- 4.2 Disclosure. At the date of this Agreement, PROFIRE and the PROFIRE Shareholders have, and at the Closing Date they will have, disclosed all events, conditions and facts materially affecting the business and prospects of PROFIRE. PROFIRE and such Shareholders have not now and will not have at the Closing Date, withheld knowledge of any such events, conditions or facts which they know, or have reasonable grounds to know, may materially affect PROFIRE's business and prospects. Neither this Agreement nor any certificate, exhibit, schedule or other written document or statement, furnished to FZON by PROFIRE and/or the PROFIRE Shareholders in connection with the transactions contemplated by this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to be stated in order to make the statements contained herein or therein not misleading.

**Section 5**  
**Representations and Warranties by FZON**

- 5.1 Subject to the schedule of exceptions, attached hereto and incorporated herein by this reference, (which schedules shall be acceptable to PROFIRE), FZON represents and warrants to PROFIRE and the PROFIRE Shareholders listed in Exhibit B as follows:

- (a) Organization and Good Standing. FZON is currently a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada and has full corporate power and authority to own or lease its properties and to carry on its business as now being conducted and as proposed to be conducted. FZON is qualified to conduct business as a foreign corporation in no other jurisdiction, and the failure to so qualify in any other jurisdiction does not materially, adversely affect the ability of FZON to carry on its business as most recently conducted. The Articles of Incorporation of FZON and all amendments thereto as presently in effect, certified by the Secretary of State of Nevada, and the Bylaws of FZON as presently in effect, certified by the President or Secretary of FZON, have been delivered to PROFIRE and are complete and correct and since the date of such delivery, there has been no amendment, modification or other change thereto.
- (b) Capitalization. FZON's authorized capital stock consists of 100,000,000 shares of \$.001 par value Common stock (defined above as "FZON Common Stock"), of which not more than 10,000,000 will be issued and outstanding, prior to Closing Date. Except as set forth in Schedule 5.1(b), or FZON's Financial Statements, no other equity securities or debt obligations of FZON are authorized, issued or outstanding and as of the Closing, there will be no other outstanding options, warrants, agreements, contracts, calls, commitments or demands of any character, preemptive or otherwise, other than this Agreement, relating to any of the FZON Common Stock, and there will be no outstanding security of any kind convertible

into FZON Common Stock. The shares of FZON Common Stock are free and clear of all liens, charges, claims, pledges, restrictions and encumbrances whatsoever of any kind or nature that would inhibit, prevent or otherwise interfere with the transactions contemplated hereby. All of the outstanding FZON Common Stock are validly issued, fully paid and nonassessable and there are no voting trust agreements or other contracts, agreements or arrangements restricting or affecting voting or dividend rights or transferability with respect to the outstanding shares of FZON Common Stock.

- (c) Issuance of Exchange Stock. All of the FZON Common Stock to be issued to or transferred to the PROFIRE Shareholders pursuant to this Agreement, when issued, transferred and delivered as provided herein, will be duly authorized, validly issued, fully paid and nonassessable, and will be free and clear of all liens, charges, claims, pledges, restrictions and encumbrances whatsoever of any kind or nature, except those restrictions imposed by State or Federal corporate and securities regulations.
- (d) Shareholder Approval. FZON will not be required to obtain approval of the transaction set forth in this Agreement by its shareholders under the laws of the State of Nevada nor are there any required dissenting or shareholder rights or notices.
- (e) No Violation. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby nor compliance by FZON with any of the provisions hereof will:
  - (1) violate or conflict with, or result in a breach of any provisions of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, any of the terms, conditions or provisions of the Articles of Incorporation or Bylaws, as amended, of FZON or any note, bond, mortgage, indenture, deed of trust, license, agreement or other instrument to which FZON is a party, or by which it or its properties or assets may be bound or affected;
  - (2) violate any order, writ, injunction or decree, or any statute, rule, permit, or regulation applicable to FZON or any of its properties or assets; or
  - (3) any contract or obligation of FZON to any third party.
- (f) Subsidiaries. Except as set forth in Schedule 5.1 (f), FZON has no subsidiaries and no investments, directly or indirectly, or other financial interest in any other corporation or business organization, joint venture or partnership of any kind whatsoever.

- (g) Financial Statements. FZON will deliver to PROFIRE prior to Closing, copies of FZON's audited financial statements for the years ended December 31, 2007 and 2006 and unaudited financial statements through June 30, 2008, all of which are true and complete and have been prepared in accordance with generally accepted accounting principles and standards as applicable.
- (h) SEC Filings. The common stock of FZON is registered pursuant to Section 12(g) of the Exchange Act. FZON will deliver to PROFIRE prior to Closing, copies of all of FZON's recent filings made with the United States Securities and Exchange Commission ("SEC" including Forms 10-K, 10-KSB, 10-Q, 10-QSB and any proxy material). FZON is current in its reporting with the SEC and believes all documents filed pursuant to Section 13 of the Exchange Act, complied when so filed with that Act and the rules and regulations thereunder and did not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading.
- (i) Absence of Certain Changes. Since June 30, 2008 there has been no material change in FZON's financial conditions, assets or liabilities, except as set forth in Schedule 5.1(i).
- (j) Absence of Undisclosed Liabilities. Except as disclosed in FZON's Financial Statements, FZON did not have, as of the Closing Date, any liabilities (secured or unsecured and whether accrued, absolute, direct, indirect or otherwise) which were incurred after June 30, 2008 and would be individually or in the aggregate, material to the results of operation or financial condition of FZON.
- (k) Litigation. There are no outstanding orders, judgments, injunctions, awards or decrees of any court, governmental or regulatory body or arbitration tribunal against FZON or its properties. There are no actions, suits or proceedings pending, or, to the knowledge of FZON, threatened against or relating to FZON. FZON is not, and on the Closing Date will not be, in default under or with respect to any judgment, order, writ, injunction or decree of any court or of any federal, state, municipal or other governmental authority, department, commission, board, agency or other instrumentality; and FZON has, and on the Closing Date will have, complied in all material respects with all laws, rules, regulations and orders applicable to it, if any.
- (l) Contracts. FZON is not a party to any written or oral commitment for capital expenditures except as contemplated by this Agreement. FZON is not a party to, nor is its property bound by any written or oral, express or implied, agreement, contract or other contractual obligation including, without limitation, any real or personal property leases, any employment agreements, any consulting agreements any personal services agreements or any other agreements that require FZON to pay any money or deliver any assets or services. FZON has in all material

respects performed all obligations required to be performed by it to date and is not in default in any material respect under any agreements or other documents to which it was a party.

- (m) Tax Matters. Except as set forth in Schedule 5.1(m), all federal, foreign, state and local tax returns, reports and information statements required to be filed by or with respect to the activities of FZON have been filed for all the years and periods for which such returns and statements were due, including extensions thereof. Since June 30, 2008 FZON has not incurred any liability with respect to any federal, foreign, state or local taxes except in the ordinary and regular course of business. Such returns, reports and information statements are true and correct in all material respects insofar as they relate to the activities of FZON. On the date of this Agreement, FZON is not delinquent in the payment of any such tax or assessment, and no deficiencies for any amount of such tax have been proposed or assessed. Any tax sharing agreement among or between FZON and any affiliate thereof shall be terminated as of the Closing Date.
- (n) Authority to Execute Agreement. The Board of Directors of FZON, pursuant to the power and authority legally vested in it, has duly authorized the execution and delivery by FZON of this Agreement and the Exchange Stock, and has duly authorized each of the transactions hereby contemplated. FZON has the power and authority to execute and deliver this Agreement, to consummate the transactions hereby contemplated and to take all other actions required to be taken by it pursuant to the provisions hereof. FZON has taken all the actions required by law, its Articles of Incorporation, as amended, its Bylaws, as amended, applicable state law or otherwise to authorize the execution and delivery of the Exchange Stock pursuant to the provisions hereof. This Agreement is valid and binding upon FZON in accordance with its terms.
- (o) Finder's Fees. FZON is not, and on the Closing Date, will not be liable or obligated to pay any finder's, agent's or broker's fee arising out of or in connection with this Agreement or the transactions contemplated by this Agreement.
- (p) Books and Records. The books and records of FZON are complete and correct, are maintained in accordance with good business practice and accurately present and reflect in all material respects, all of the transactions therein described and there have been no transactions involving FZON which properly should have been set forth therein and which have not been accurately so set forth.

5.2 Disclosure. FZON has and at the Closing Date it will have, disclosed all events, conditions and facts materially affecting the business and prospects of FZON. FZON has not now and will not have at the Closing Date, withheld knowledge of any such events, conditions and facts which it knows, or has reasonable grounds to know, may materially

affect FZON's business and prospects. Neither this Agreement, nor any certificate, exhibit, schedule or other written document or statement, furnished to PROFIRE or the PROFIRE Shareholders by FZON in connection with the transactions contemplated by this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to be stated in order to make the statements contained herein or therein not misleading.

## **Section 6 Access and Information**

- 6.1 As to PROFIRE. Subject to the protections provided by subsection 9.4 herein, PROFIRE shall give to FZON and to FZON's counsel, accountants and other representatives full access during normal business hours throughout the period prior to the Closing, to all of PROFIRE's properties, books, contracts, commitments, and records, including information concerning products and customer base, and patents held by, or assigned to, PROFIRE, and furnish FZON during such period with all such information concerning PROFIRE's affairs as FZON reasonably may request.
- 6.2 As to FZON. Subject to the protections provided by subsection 9.4 herein, FZON shall give to PROFIRE, the PROFIRE Shareholders and their counsel, accountants and other representatives, full access, during normal business hours throughout the period prior to the Closing, to all of FZON's properties, books, contracts, commitments, and records, if any, and shall furnish PROFIRE and the PROFIRE Shareholders during such period with all such information concerning FZON's affairs as PROFIRE and the PROFIRE Shareholders reasonably may request.

## **Section 7 Covenants of PROFIRE and the PROFIRE Shareholders**

- 7.1 No Solicitation. For a period of thirty (30) days from the date of this Agreement or until Closing, PROFIRE and the PROFIRE Shareholders listed on Exhibit B, to the extent within each Shareholder's control, will use their best efforts to cause PROFIRE's officers, employees, agents and representatives not, directly or indirectly, to solicit, encourage, or initiate any discussions with, or indirectly to solicit, encourage, or initiate any discussions with or to, any person or entity other than FZON and its officers, employees, and agents, concerning any merger, sale of substantial assets, or similar transaction involving PROFIRE, or any sale of any of its capital stock or of the capital stock held by such Shareholder's current stock holdings except as otherwise disclosed in this Agreement. PROFIRE will notify FZON immediately upon receipt of an inquiry, offer, or proposal relating to any of the foregoing. None of the foregoing shall prohibit providing information to others in a manner in keeping with the ordinary conduct of PROFIRE's business, or providing information to government authorities.

7.2 Conduct of Business Pending the Transaction. PROFIRE and the PROFIRE Shareholders, to the extent within each Shareholder's control, covenant and agree with FZON that, prior to the consummation of the transaction called for by this Agreement, and Closing, or the termination of this Agreement pursuant to its terms, unless FZON shall otherwise consent in writing, and except as otherwise contemplated by this Agreement, PROFIRE and the PROFIRE Shareholders, to the extent within each Shareholder's control, will comply with each of the following:

- (a) Its business shall be conducted only in the ordinary and usual course. PROFIRE shall use reasonable efforts to keep intact its business organization and good will, keep available the services of its respective officers and employees, and maintain good relations with suppliers, creditors, employees, customers, and others having business or financial relationships with it, and it shall immediately notify FZON of any event or occurrence which is material to, and not in the ordinary and usual course of business of PROFIRE.
- (b) It shall not (i) amend its Articles of Incorporation or Bylaws or (ii) split, combine, or reclassify any of its outstanding securities, or declare, set aside, or pay any dividend or other distribution on, or make or agree or commit to make any exchange for or redemption of any such securities payable in cash, stock or property.
- (c) It shall not (i) issue or agree to issue any additional shares of, or rights of any kind to acquire any shares of, its capital stock of any class, or (ii) enter into any contract, agreement, commitment, or arrangement with respect to any of the foregoing, except as set forth in this Agreement.
- (d) It shall not create, incur, or assume any long-term or short-term indebtedness for money borrowed or make any capital expenditures or commitment for capital expenditures, except in the ordinary course of business and consistent with past practice.
- (e) It shall not (i) adopt, enter into, or amend any bonus, profit sharing, compensation, stock option, warrant, pension, retirement, deferred compensation, employment, severance, termination or other employee benefit plan, agreement, trust fund, or arrangement for the benefit or welfare of any officer, director, or employee, or (ii) agree to any material (in relation to historical compensation) increase in the compensation payable or to become payable to, or any increase in the contractual term of employment of, any officer, director or employee except, with respect to employees who are not officers or directors, in the ordinary course of business in accordance with past practice, or with the written approval of FZON.

- (f) It shall not sell lease, mortgage, encumber, or otherwise dispose of or grant any interest in any of its assets or properties except for: (i) sales, encumbrances, and other dispositions or grants in the ordinary course of business and consistent with past practice; (ii) liens for taxes not yet due; (iii) liens or encumbrances that are not material in amount or effect and do not impair the use of the property, or (iv) as specifically provided for or permitted in this Agreement.
- (g) It shall not enter into any material agreement, commitment, or understanding, whether in writing or otherwise, with respect to any of the matters referred to in subparagraphs (a) through (f) above.
- (h) It will continue properly and promptly to file when due all federal, state, local, foreign, and other tax returns, reports, and declarations required to be filed by it, and will pay, or make full and adequate provision for the payment of, all taxes and governmental charges due from or payable by it.
- (i) It will comply with all laws and regulations applicable to it and its operations.

**Section 8**  
**Covenants of FZON**

- 8.1 No Solicitation. For a period of thirty (30) days from the date of this Agreement or after Closing, FZON will not discuss or negotiate with any other corporation, firm or other person or entertain or consider any inquiries or proposals relating to the possible disposition of its shares of capital stock, or its assets, and will conduct business only in the ordinary course. Notwithstanding the foregoing, FZON shall be free to engage in activities mentioned in the preceding sentence, which are designed to further the mutual interests of the parties to this Agreement.
- 8.2 Conduct of FZON Pending Closing. FZON covenants and agrees with PROFIRE that, prior to the consummation of the transactions called for by this Agreement, and Closing, or the termination of this Agreement pursuant to its terms, unless PROFIRE shall otherwise consent in writing, and except as otherwise contemplated by this Agreement, FZON will comply with each of the following.
- (a) No change will be made in FZON's Articles of Incorporation or Bylaws or in FZON's authorized or issued shares of stock, except as contemplated in this Agreement or as may be first approved in writing by PROFIRE.
  - (b) No dividends shall be declared, no stock options granted and no employment agreements shall be entered into with officers or directors in FZON, except as may be first approved in writing by PROFIRE.

- (c) It shall not (i) issue or agree to issue any additional shares of, or rights of any kind to acquire any shares of, its capital stock of any class, or (ii) enter into any contract, agreement, commitment, or arrangement with respect to any of the foregoing, except as set forth in this Agreement.
  - (d) It shall not create, incur, or assume any long-term or short-term indebtedness for money borrowed or make any capital expenditures or commitment for capital expenditures, except in the ordinary course of business, consistent with past practice or as may be first approved in writing by PROFIRE.
  - (e) It shall not (i) adopt, enter into, or amend any bonus, profit sharing, compensation, stock option, warrant, pension, retirement, deferred compensation, employment, severance, termination or other employee benefit plan, agreement, trust fund, or arrangement for the benefit or welfare of any officer, director, or employee, or (ii) agree to any material (in relation to historical compensation) increase in the compensation payable or to become payable to, or any increase in the contractual term of employment of, any officer, director or employee except, with respect to employees who are not officers or directors, in the ordinary course of business in accordance with past practice, or with the written approval of PROFIRE.
  - (f) It shall not sell lease, mortgage, encumber, or otherwise dispose of or grant any interest in any of its assets or properties except for: (i) sales, encumbrances, and other dispositions or grants in the ordinary course of business and consistent with past practice; (ii) liens for taxes not yet due; (iii) liens or encumbrances that are not material in amount or effect and do not impair the use of the property, or (iv) as specifically provided for or permitted in this Agreement.
  - (g) It shall not enter into any material agreement, commitment, or understanding, whether in writing or otherwise, with respect to any of the matters referred to in subparagraphs (a) through (f) above.
  - (h) It will continue properly and promptly to file when due all federal, state, local, foreign, and other tax returns, reports, and declarations required to be filed by it, and will pay, or make full and adequate provision for the payment of, all taxes and governmental charges due from or payable by it.
  - (i) It will comply with all laws and regulations applicable to it and its operations.
- 8.3 Board of Directors. FZON shall use its best efforts to cause two representatives designated by PROFIRE to be appointed to the Board of Directors of FZON at the earliest opportunity, subject to the next annual meeting of the stockholders of FZON.

**Section 9**  
**Additional Covenants of the Parties**

- 9.1 Cooperation. Both PROFIRE and FZON will cooperate with each other and their respective counsel, accountants and agents in carrying out the transaction contemplated by this Agreement, and in delivering all documents and instruments deemed reasonably necessary or useful by the other party. Furthermore, both PROFIRE and FZON shall collaborate on the preparation and dissemination of an offer, which the Board of Directors of PROFIRE shall approve and recommend, to the PROFIRE Stockholders, to exchange their Outstanding PROFIRE Capital Stock for shares of FZON Common Stock.
- 9.2 Expenses. Each of the parties hereto shall pay all of its respective costs and expenses (including attorneys' and accountants' fees, costs and expenses) incurred in connection with this Agreement and the consummation of the transactions contemplated herein.
- 9.3 Publicity. Prior to the Closing, any written news releases or public disclosure by either party pertaining to this Agreement shall be submitted to the other party for its review and approval prior to such release or disclosure, provided, however, that (a) such approval shall not be unreasonably withheld, and (b) such review and approval shall not be required of disclosures required to comply, in the judgment of counsel, with federal or state securities or corporate laws or policies. Nothing contained herein will limit or restrict the filing of any report required to be filed by FZON pursuant to Section 13 of the Exchange Act. PROFIRE will be given a reasonable opportunity to review any such report prior to it being filed with the SEC.
- 9.4 Confidentiality. While each party is obligated to provide access to and furnish information in accordance with Section 6 herein, it is understood and agreed that such disclosure and information subsequently obtained as a result of such disclosures are proprietary and confidential in nature. Each party agrees to hold such information in confidence and not to reveal any such information to any person who is not a party to this Agreement, or an officer, director or key employee thereof, and not to use the information obtained for any purpose other than assisting in its due diligence inquiry in conjunction with the transaction contemplated by this Agreement. Upon request of any party, a confidentiality agreement, acceptable to the disclosing party, will be executed by any person selected to receive such proprietary information, prior to receipt of such information.

**Section 10**  
**Survival of Representations, Warranties and Covenants**

- 10.1 The representations, warranties and covenants of PROFIRE and the PROFIRE Shareholders listed in Exhibit B contained herein shall survive the execution and delivery of this Agreement, the Closing and the consummation of the transactions called for by this Agreement. The representations, warranties and covenants of FZON contained herein shall survive the execution and delivery of this Agreement, the Closing and the consummation of the transactions called for by this Agreement.

**Section 11**  
**Conditions Precedent to Obligations of Parties**

- 11.1 Conditions to Obligations of the Parties. The obligations of FZON, PROFIRE and the PROFIRE Shareholders listed in Exhibit B under this Agreement shall be subject to the fulfillment, on or prior to the Closing, of all conditions elsewhere herein set forth, including, but not limited to, receipt by the appropriate party of all deliveries required by Sections 4 and 5 herein, and fulfillment, prior to Closing, of each of the following conditions:
- (a) All representations and warranties made by the PROFIRE, the PROFIRE Shareholders listed in Exhibit B and FZON in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if such representations and warranties had been made on and as of the Closing Date.
  - (b) PROFIRE, the PROFIRE Shareholders listed in Exhibit B and FZON shall have performed or complied with all covenants, agreements and conditions contained in this Agreement on their part required to be performed or complied with at or prior to the Closing.
  - (c) All material authorizations, consents or approvals of any and all governmental regulatory authorities necessary in connection with the consummation of the transactions contemplated by this Agreement shall have been obtained and be in full force and effect.
  - (d) The Closing shall not violate any permit or order, decree or judgment of any court or governmental body having competent jurisdiction and there shall not have been instituted any legal or administrative action or proceeding to enjoin the transaction contemplated hereby or seeking damages from any party with respect thereto.

11.2 Conditions to Obligations of FZON. The obligations of FZON to consummate the transactions contemplated herein are subject to satisfaction (or waiver by it) of the following conditions:

- (a) PROFIRE shall have provided to FZON audited PROFIRE financial statements prepared in accordance with accounting principles generally accepted in the United States for the fiscal years ended March 31, 2008 and 2007, and all unaudited financial statements prepared by independent accountants in accordance with accounting principles generally accepted in the United States. PROFIRE shall also provide, as of a date within thirty days of Closing, an update on any material change in the aforementioned financial statements.
- (b) Each PROFIRE Shareholder acquiring Exchange Stock will be required, at Closing, to submit an agreement confirming that all the Exchange Stock received will be acquired for investment and not with a view to, or for sale in connection with, any distribution thereof, and agreeing not to transfer any of the Exchange Stock for a period of at least one year from the date of the Closing, except for those transfers falling within the exemption from registration under the Securities Act of 1933 and any applicable state securities laws, which transfers do not constitute a public distribution of securities, and in which the transferees execute an investment letter in form and substance satisfactory to counsel for FZON. The foregoing provision shall not prohibit the registration of those shares at any time following the Closing. Each PROFIRE Shareholder acquiring Exchange Stock will be required to transfer to FZON at the Closing his/her respective PROFIRE Shares, free and clear of all liens, mortgages, pledges, encumbrances or charges, whether disclosed or undisclosed.
- (c) All schedules, prepared by PROFIRE shall be current or updated as necessary as of the Closing Date.
- (d) Each party shall have received favorable opinions from the other party's counsel on such matters in connection with the transactions contemplated by this Agreement as are reasonable.
- (e) If shareholders, who in the aggregate own five percent (5%) or more of the PROFIRE shares of Common Stock, dissent from the proposed share exchange, or are unable or for any reason refuse to transfer any or all of their PROFIRE shares of Common Stock to FZON in accordance with Section 1 of this Agreement, FZON, at its option, may terminate this Agreement.
- (f) Each party shall have satisfied itself that since the date of this Agreement the business of the other party has been conducted in the ordinary course. In addition, each party shall have satisfied itself that no withdrawals of cash or other assets have been made and no indebtedness has been incurred since the date of this

Agreement, except in the ordinary course of business or with respect to services rendered or expenses incurred in connection with the Closing of this Agreement, unless said withdrawals or indebtedness were either authorized by the terms of this Agreement or subsequently consented to in writing by the parties.

- (g) Each party covenants that, to the best of its knowledge, it has complied in all material respects with all applicable laws, orders and regulations of federal, state, municipal and/or other governments and/or any instrumentality thereof, domestic or foreign, applicable to their assets, to the business conducted by them and to the transactions contemplated by this Agreement.

11.3 Conditions to Obligation of PROFIRE and the PROFIRE Shareholders. The obligations of PROFIRE and the PROFIRE Shareholders listed in Exhibit B to consummate the transactions contemplated herein are subject to satisfaction (or waiver by them) of the following conditions:

- (a) FZON shall have provided to PROFIRE through June 30, 2008, all unaudited financial statements prepared by independent accountants in accordance with accounting principles generally accepted in the United States. FZON shall also provide, as of a date within thirty days of Closing, an update on any material change in the aforementioned financial statements.
- (b) Each party shall have granted to the other party (acting through its management personnel, counsel, accountants or other representatives designated by it) full opportunity to examine its books and records, properties, plants and equipment, proprietary rights and other instruments, rights and papers of all kinds in accordance with Sections 4 and 5 hereof, and each party shall be satisfied to proceed with the transactions contemplated by this Agreement upon completion of such examination and investigation.
- (c) FZON and PROFIRE shall agree to indemnify each other party against any liability to any broker or finder to which that party may become obligated.
- (d) The Exchange shall be approved by the Board of Directors of both PROFIRE and FZON. Furthermore, the Exchange shall be approved by the shareholders of PROFIRE and FZON, if deemed necessary or appropriate by counsel for the same, within thirty (30) days following execution of this Agreement. If such a meeting is deemed necessary, the management of PROFIRE and FZON agree to recommend approval to their respective Shareholders and to solicit proxies in support of the same.
- (f) FZON and PROFIRE and their respective legal counsel shall have received copies of all such certificates, opinions and other documents and instruments as each party or its legal counsel may reasonably request pursuant to this Agreement or

otherwise in connection with the consummation of the transactions contemplated hereby, and all such certificates, opinions and other documents and instruments received by each party shall be reasonably satisfactory, in form and substance, to each party and its legal counsel.

- (g) Both PROFIRE and FZON shall have the right to waive any or all of the conditions precedent to its obligations hereunder not otherwise legally required; provided, however, that no waiver by a party of any condition precedent to its obligations hereunder shall constitute a waiver by such party of any other condition.
- (h) FZON shall have obtained all necessary Blue Sky approvals or exemptions for the issuance of the Exchange Stock required prior to the Closing Date

**Section 12**  
**Termination, Amendment, Waiver**

12.1 This Agreement may be terminated at any time prior to the Closing, and the contemplated transactions abandoned, without liability to either party, except with respect to the obligations of FZON, PROFIRE and the PROFIRE Shareholders listed in Exhibit B under Section 9.4 hereof:

- (a) By mutual agreement of FZON and PROFIRE;
- (b) If the Closing (as defined in Section 3) has not have taken place on or prior to November 15, 2008, this Agreement can be terminated upon written notice given by FZON or PROFIRE which is not in material default;
- (c) By FZON, if in its reasonable belief there has been a material misrepresentation or breach of warranty on the part of any Shareholder listed in Exhibit B in the representations and warranties set forth in the Agreement.
- (d) By PROFIRE or a majority of the PROFIRE Shareholders listed in Exhibit B (as measured by their equity interest) if, in the reasonable belief of PROFIRE or any such Shareholders, there has been a material misrepresentation or breach of warranty on the part of FZON in the representations and warranties set forth in the Agreement;
- (e) By FZON if, in its opinion or that of its counsel, the Exchange does not qualify for exemption from registration under applicable federal and state securities laws, or qualification, if obtainable, cannot be accomplished in FZON's opinion or that of its counsel, without unreasonable expense or effort;

- (f) By FZON or by a majority of the FZON Shareholders listed in Exhibit B (as measured by their equity interest) if either party shall determine in its sole discretion that the Exchange has become inadvisable or impracticable by reason of the institution or threat by state, local or federal governmental authorities or by any other person of material litigation or proceedings against any party it being understood and agreed that a written request by a governmental authority for information with respect to the Exchange, which information could be used in connection with such litigation or proceedings, may be deemed to be a threat of material litigation or proceedings regardless of whether such request is received before or after the signing of this Agreement;
- (g) By FZON if the business or assets or financial condition of PROFIRE, taken as a whole, have been materially and adversely affected, whether by the institution of litigation or by reason of changes or developments or in operations in the ordinary course of business or otherwise; or, by a majority of the PROFIRE Shareholders listed in Exhibit B (as measured by their equity interest) if the business or assets or financial condition of FZON, taken as a whole, have been materially and adversely affected, whether by the institution of litigation or by reason of changes or developments or in operations in the ordinary course of business or otherwise;
- (h) By FZON if holders of five percent (5%) or more of the PROFIRE Shares fail to tender their stock at the Closing of the Exchange;
- (i) By FZON or PROFIRE if, in the opinion of FZON's independent accountants, it should appear that the combined entity will not be auditable to SEC accounting standards;
- (j) By PROFIRE if FZON fails to perform material conditions set forth in Sub-Section 11.1 and 11.3 herein;
- (k) By PROFIRE if examination of FZON's books and records pursuant to Section 5 herein uncovers a material deficiency;
- (l) By FZON if PROFIRE fails to perform material conditions set forth in Sub-Section 11.1 and 11.2 herein; and
- (m) By FZON if examination of PROFIRE's books and records pursuant to Section 4 herein uncovers a material deficiency.

12.2 No modification or amendment of any provision of this Agreement shall be effective unless specifically made in writing and duly signed by the party to be bound.

**Section 13**  
**Miscellaneous**

- 13.1 Entire Agreement. This Agreement (including the Exhibits and Schedules hereto) contains the entire agreement between the parties with respect to the transactions contemplated hereby, and supersedes all negotiations, representations, warranties, commitments, offers, contracts, and writings prior to the date hereof. No waiver and no modification or amendment of any provision of this Agreement shall be effective unless specifically made in writing and duly signed by the party to be bound thereby.
- 13.2 Binding Agreement.
- (a) This Agreement shall become binding upon the parties when, but only when, it shall have been signed on behalf of all parties.
  - (b) Subject to the condition stated in subsection (a), above, this Agreement shall be binding upon, and inure to the benefit of, the respective parties and their legal representatives, successors and assigns. This Agreement, in all of its particulars, shall be enforceable by the means set forth in subsection 13.9 for the recovery of damages or by way of specific performance and the terms and conditions of this Agreement shall remain in full force and effect subsequent to Closing and shall not be deemed to be merged into any documents conveyed and delivered at the time of Closing. In the event that subsection 13.9 is found to be unenforceable as to any party for any reason or is not invoked by any party, and any person is required to initiate any action at law or in equity for the enforcement of this Agreement, the prevailing party in such litigation shall be entitled to recover from the party determined to be in default, all of its reasonable costs incurred in said litigation, including attorneys' fees.
- 13.3 Shareholders Owning at Least Five Percent (5%) of the Outstanding Common Stock of PROFIRE. The Shareholders of the outstanding common stock of PROFIRE (see Exhibit B hereto) are only executing this Agreement with respect to Sections 3.4, 4, 7, 9.4, 10, 11.1 and 11.3, 12.1(d and f), 13.2, 13.3, 13.4, 13.8, and 13.9.
- 13.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which may be deemed an original, but all of which together, shall constitute one and the same instrument.
- 13.5 Severability. If any provisions hereof are to be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, such holding or action shall be strictly construed and shall not affect the validity or effect or any other provision hereof.

- 13.6 Assignability. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, that neither this Agreement nor any right hereunder shall be assignable by PROFIRE or FZON without prior written consent of the other party.
- 13.7 Captions. The captions of the various Sections of this Agreement have been inserted only for convenience of reference and shall not be deemed to modify, explain, enlarge or restrict any of the provisions of this Agreement.
- 13.8 Governing Law. The validity, interpretation and effect of this Agreement shall be governed exclusively by the laws of the State of Utah.
- 13.9 Dispute Resolution. In the event of a dispute between the parties hereto involving a claim of breach of representation or warranty hereunder, or to enforce a covenant herein (either or both of which are referred to hereafter as a "Claim"), if it is the desire of any party for quick resolution, the rights and obligations of the parties hereto arising under the terms of this Agreement with respect to such Claims and/or resolution of such disputes will be by the means of the judgment of an independent third party ("Arbitration Panel") who has been selected and hired through the mutual agreement of the parties. The utilization of this subsection 13.9, if invoked by any party hereto, shall be the exclusive remedy for resolving a Claim regardless of whether legal action has or has not been otherwise instituted. If legal action has been instituted by any party, and this subsection 13.9 is invoked in a timely manner, any such legal action shall be void ab initio and immediately withdrawn.
- (a) In the event of a Claim by any party, any party may make a written request upon the other parties for an Arbitration Panel. A request by any party for the employment of an Arbitration Panel to resolve the Claim shall be binding on all other parties to this Agreement in accordance with the terms hereof.

The parties may agree upon a single person Arbitration Panel, but in the event that they cannot agree, there shall be three arbitrators named to the Arbitration Panel, one named in writing by each of the parties within twenty (20) days after the initial demand for employment of an Arbitration Panel and a third chosen by the two appointed arbitrators. Should either party refuse or neglect to join in the appointment of the Arbitration Panel or to furnish the Arbitration Panel with any papers or information demanded, the Arbitration Panel is empowered by all parties to this Agreement to proceed ex parte. Any Arbitration Panel member or, single arbitrator, will have prior experience and be a certified arbitrator with the Utah courts.

- (b) Claim resolution proceedings shall take place in the City or County of Salt Lake, State of Utah, and the hearing before the Arbitration Panel of the matter to be arbitrated shall be at the time and place within said city or county as is selected by the Arbitration Panel. The Arbitration Panel shall select such time and place promptly after appointment and shall give written notice thereof to each party at least thirty (30) days prior to the date so fixed. At the hearing, any relevant evidence may be presented by either party, and the formal rules of evidence applicable to judicial proceedings shall not govern. Evidence may be admitted or excluded in the sole discretion of the Arbitration Panel. Said Arbitration Panel shall hear and determine the matter and shall execute and acknowledge their award in writing and cause a copy thereof to be delivered to each of the parties.

- (c) If there is only one (1) arbitrator on the Arbitration Panel, his or her decision shall be binding and conclusive on the parties, and if there are three (3) arbitrators on the Arbitration Panel the decision of any two (2) shall be binding and conclusive.
- (d) If three (3) arbitrators are selected under the foregoing procedure, but two (2) of the three (3) fail to reach an agreement in the determination of the matter in question, the matter shall be decided by three (3) new arbitrators who shall be appointed and shall proceed in the same manner, and the process shall be repeated until a decision is finally reached by two (2) of the three (3) arbitrators selected.
- (e) The costs of such Claim resolution shall be borne by the parties equally and each party shall pay its own attorneys' fees; provided, however, that in the event either party challenges or in any way seeks to have the Arbitration Panel's decision or award vacated or corrected or modified, if the challenge is denied or the original decision or award is affirmed, the challenging party shall pay the costs and fees, including reasonable attorneys' fees, of the non-challenging party, both for the challenge and for the original Claim resolution process.

13.10 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid and properly addressed as follows:

To PROFIRE:

Brent Hatch, President  
Profire Combustion, Inc.  
Bay 12, 55 Alberta Avenue  
Spruce Grove, Alberta, Canada T7X 3A6  
Fax: (780) 960-5078

To FZON:

Andrew Limpert, Chief Executive Officer  
The Flooring Zone, Inc.  
1245 Brickyard Road, Suite 590  
Salt Lake City, Utah 84106  
Fax: (801) 433-2222

With a Copy to:

Richard T. Ludlow, Esq.  
324 South 400 West, Suite 250  
Salt Lake City, Utah 84101  
Fax (801) 355-2990

Any party may from time to time change its address for the purpose of notices to that party by a similar notice specifying a new address, but no such change shall be deemed to have been given until it is actually received by the respective party hereto.

All notices and other communications required or permitted under this Agreement which are addressed as provided in this Section 13.10 if delivered personally, shall be effective upon delivery; and, if delivered by mail, shall be effective three days following deposit in the United States mail, postage prepaid.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first written above.

**THE FLOORING ZONE, INC.**

By: /s/ Andrew Limpert  
Andrew Limpert  
Interim Chief Executive Officer

**PROFIRE COMBUSTION, INC.**

By: /s/ Brenton W. Hatch  
Brenton W. Hatch  
Chief Executive Officer

**THE SHAREHOLDERS OF  
PROFIRE COMBUSTION, INC.**

By: /s/ Brenton W. Hatch  
Brenton W. Hatch  
Shareholder

By: /s/ Harold Albert  
Harold Albert  
Shareholder

By: /s/ Shelly Nichol  
Shelly Nichol  
Shareholder

