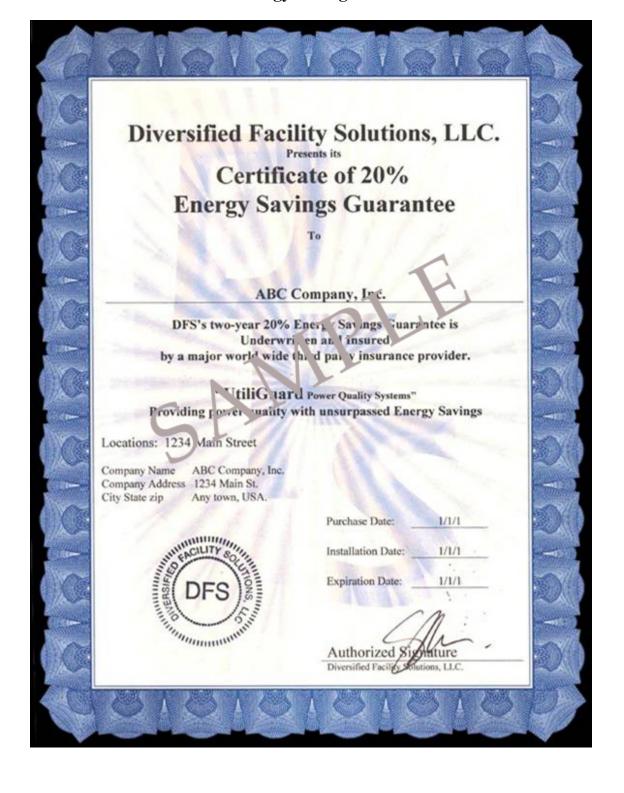
20% Energy Savings Guarantee



Diversified Facility Solutions, LLC guarantees that this limited guarantee shall apply to customers who have purchased UtiliGuard® products when properly installed in a building for a period of 2 years.

This guarantee is not valid unless received by customer through the U.S. Postal Service directly from DFS.

Guarantee Period

The guarantee is a 24-month limited guarantee. The effective date shall be the date of completed installation as certified on this guarantee certificate and shall remain in full force and effect as herein defined for 24 consecutive months from date of issue.

Guaranteed Savings

In consideration of the stipulations herein named, DFS, guarantees customer an electrical energy savings of annual electrical utility consumption at the above named address, subject to the terms and conditions herein.

DFS, hereby guarantees to the above named customer that the UtiliGuard® product, when installed on every circuit breaker panel, main or otherwise, all equipment disconnects not attached to a breaker panel, and every sub-panel at the premises listed above shall produce through the term of the guarantee period stated herein, the annual average electrical energy savings of 20% for a commercial installation over the annual average electrical consumption for the two years immediately preceding installation. DFS, underwritten by a third party insurance company will refund the 20% less the actual percentage savings for this two-year period but not to exceed the purchase price of the UtiliGuard® Power Quality System.

Obligations and Liability

Under this guarantee, all claims are made to DFS. Claims are administered by DFS, and underwritten by a third party insurance company DFS underwritten by a third party insurance company, has under the terms of this guarantee, agreed to fulfill the following requirement:

To make timely payment of any claims owing under this guarantee, once it has been determined that a refund is owed.

DFS has no obligations or liability under this certificate except as stated herein. Receipt of this certificate by customer from DFS signifies compliance by DFS.

Terms and Conditions

1. Timely register your purchase agreement in order to receive your Certificate of Guaranteed Savings.

- 2. Do not, during the guaranteed period, remove any UtiliGuard® products from the premises where it was originally installed.
- 3. A change in ownership of building will not invalidate this guarantee.
- 4. If customer purchases the UtiliGuard® power quality system with a lease he/she is responsible for all lease payments regardless of the performance of these products. If a lease payment is missed due to a dispute, this action will invalidate this guarantee.

Exclusions:

- 1. Bodily injury, Wear and Tear, and Intentional Misuse.
- 2. Repair, maintenance, or modification of equipment by persons other than those designated by DFS.
- 3. Equipment abandonment.
- 4. Loss arising from interruption of any utility service.
- 5. Loss arising from electrical or mechanical failure not connected to UtiliGuard®.

To file a claim:

- Customer must complete the twenty-four month Guarantee period (to determine averages pursuant to this Guarantee).
- Customer must report for the purposes of reconciling claims under the guarantee within 30 days after the expiration of the 24 month guarantee.
- To satisfy this policy coverage and claims reporting period, DFS, underwritten by a third party insurance company, will endorse the policy and provide specific claims handling instructions to mirror the DFS guarantee claim filing requirements.
- Customer shall provide with customer's claim, accurate records and documentation for the period of this guarantee and the two years previous (for a total of four years), including but not necessarily limited to:
 - 1. local daily temperature readings from the National Oceanic and Atmospheric Administration (for a true degree day comparison);
 - 2. all utility bills;
 - 3. service invoices:
 - 4. all records and documentations of energy consuming equipment or space alterations or other changes during Guarantee period, and;
 - 5. occupancy records and/or sales and production data, which DFS, will use in computing customer's previous and existing electrical consumption. The customer must also allow DFS, access to the facility to inspect the facility and the installation of the UtiliGuard.

DFS, underwritten by a third party insurance company, will process a claim for the 20% guarantee energy savings (excluding achieved savings), within (90) days of customer's savings analysis being verified as complete and accurate by DFS, and will forward to

customer paid refund amount. Any and all 20% Energy Savings Guarantee refunds, in conjunction with the realized savings, shall not exceed the cost of the system.

For Immediate Telephonic Reporting:

Contact: ES Claims Dept. Phone: (985) 542-6276 Fax: (985) 542-5901

Via Mail: ES – Claims Dept. Diversified Facility Solutions, LLC. 609 E. Gibson Street Covington, Louisiana 70433 985-875-9558 Office 985-875-9725 Fax 985-966-0007 Cell

THIS GUARANTEE GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.