

RIGHT OF USE AND SERVITUDE AGREEMENT

BY AND AMONG

THE STATE OF LOUISIANA

OFFICE OF STATE BUILDINGS

AND

BATON ROUGE ENERGY PARTNERS, LLC

[•], 2019

RIGHT OF USE AND SERVITUDE AGREEMENT

This Right of Use and Servitude Agreement (this “**Agreement**”) is entered into and effective the [●] day of [●], 2019 (the “**Effective Date**”) among:

THE STATE OF LOUISIANA (the “**State**”), appearing herein through Jay Dardenne, the Commissioner of Administration, Division of Administration, duly authorized and empowered by the State;

OFFICE OF STATE BUILDINGS (“**OSB**”), a State Entity appearing herein through [●], duly authorized and empowered by OSB;

and

BATON ROUGE ENERGY PARTNERS, LLC (“**BREP**”), a Delaware limited liability company, appearing herein through Michael T. Durham, its duly authorized agent;

(individually “**Party**” and collectively “**Parties**”) who did declare before the undersigned witnesses and notaries public as follows:

RECITALS

WHEREAS, the State and LA Energy Partners, LLC, a Delaware limited liability company and sole member of BREP (“**LAEP**”), have entered into a Cooperative Endeavor Agreement of even date herewith (the “**CEA**”), which establishes a framework pursuant to which the State and LAEP may collaborate on conservation measures for State-owned or -controlled facilities through the provision of work and services by LAEP, directly or indirectly through Project SPEs;

WHEREAS, as of the Effective Date, the State and BREP are entering into the Phase I Project;

WHEREAS, OSB is a State Entity and maintains and operates the OSB Buildings with the mission of providing for the operations and maintenance within and around the OSB Buildings;

WHEREAS, pursuant to the Facility Optimization Services Agreement of even date herewith to which this Agreement is a Schedule (the “**FOSA**”), the State has retained BREP to perform the Energy Optimization Improvements at the OSB Buildings identified on **Exhibit “A”** (“**Covered Facilities**”); and

WHEREAS, the Parties are entering into this Agreement to grant BREP reasonable access to the Covered Facilities in order to perform the work and services described in the FOSA.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual premises, representations, warranties, covenants, conditions herein contained, and the Exhibits and Appendices attached hereto, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Capitalized terms used in this Agreement that are not otherwise defined in this Agreement shall have the meanings ascribed to them in the FOSA or **Exhibit “A”** to the CEA. Defined terms will be given their common and ordinary meanings when they appear uncapitalized in the text. Undefined terms will be given their common and ordinary meanings pursuant to custom and industry parlance. Notwithstanding the

foregoing, any terms defined in this Agreement that conflict with the definition provided in the FOSA or Exhibit “A” of the CEA shall have the meanings provided herein.

ARTICLE 2

GRANT OF SERVITUDES

Section 2.1 Servitude Grant Generally. In consideration of the undertakings by the State, OSB and BREP under the FOSA and the obligations of the Parties set forth in this Agreement, the State and OSB grant to BREP the Servitudes as defined and described in this ARTICLE 2.

Section 2.2 Non-Exclusive Grant of Servitudes. The State and OSB grant unto BREP non-exclusive rights of use and servitudes on, over and under all of the following (collectively, the “**Servitude Property**”), for the following uses and purposes:

- a. the Covered Facilities, for purposes of performing BREP’s obligations under the FOSA, including the design and construction of any Energy Optimization Improvements located in the Covered Facilities and the operation, maintenance and testing of the Energy Optimization Improvements (or any components thereof) located in the Covered Facilities; and
- b. those portions of the Covered Facilities from time-to-time containing parking lots, drive aisles, sidewalks and similar improvements (for ease of reference, the “**Parking and Access Improvements**”) so as to permit vehicular and pedestrian access to and from the Non-Exclusive Servitude Property by BREP and other BREP Persons.

The rights of use and servitudes granted pursuant to the provisions of this Section 2.2 are referred to as the “**Servitudes**”; BREP recognizes and acknowledges that: (i) the Parking and Access Improvements will change from time-to-time as additions, expansions, renovations and other improvements are made to the Covered Facilities that result in changes in the Parking and Access Improvements, and the applicable Servitudes will automatically be modified as the Parking and Access Improvements are changed, all of which may occur without BREP’s consent; and (ii) in using the Parking and Access Improvements, BREP and any BREP Person shall be subject to the rules and regulations therefor established by the State and OSB from time-to-time generally for the use of the Parking and Access Improvements.

Section 2.3 Nature of Grant. The Parties agree that the Servitudes granted by this Agreement shall constitute personal servitudes of right of use pursuant to Louisiana Civil Code article 639 *et seq.*, burdening the Covered Facilities described in this Agreement as the Servitude Property, as the servient estate, and benefitting BREP, and their permitted successors and assigns. The Servitudes granted herein are fully susceptible of mortgage and encumbrance, including pursuant to Louisiana Civil Code article 3286(3). The Servitudes can be used by BREP and all BREP Persons as reasonably required to satisfy BREP’s obligations under the FOSA.

Section 2.4 Modifications to Servitudes. The Parties recognize that, throughout the Term, BREP may request that the State and OSB grant BREP additional Servitudes, or either Party may request that the other Party modify or relocate a then-existing Servitude, to accommodate additional construction in or about the Covered Facilities or to effectuate the provisions of the FOSA. The Parties will cooperate with one another, in good faith and using Commercially Reasonable Efforts, to take such actions and enter into such documents, including amendments hereto, as one another may reasonably request, to effectuate and evidence of record the granting of new Servitudes or the modification or relocation of any existing Servitude as contemplated by this Section 2.4.

Section 2.5 Reserved Rights. The State and OSB shall retain, reserve and continue to enjoy the use of the Servitude Property for any and all purposes that do not unreasonably interfere with or preclude the exercise by BREP of its Servitude rights granted in this Agreement.

Section 2.6 No Public Dedication. Nothing in this Agreement shall be deemed to constitute a dedication to the public or for public use of any of the Servitude rights granted hereunder.

ARTICLE 3 **TERM OF SERVITUDE**

Section 3.1 Term. This Agreement shall be for a period (“**Term**”) commencing on the Effective Date and ending on [●]; provided, that this Agreement, and all of the Servitudes granted hereby, shall automatically terminate upon the expiration or sooner termination of the FOSA according to the terms and conditions thereof. Notwithstanding the foregoing, in the event the FOSA is terminated prior to the Expiry Date thereof and the State fails to pay the entire Termination Fee, if any, due thereunder or any amounts specified in Section 23 of the FOSA, the Term shall automatically extend past the termination of the FOSA for a reasonable period of time in order for BREP or BREP’s Trustee (as applicable) to exercise its remedies under Section 11.2 of the CEA and Section 23 of the FOSA, but in no event shall the Term extend longer than six (6) months after the termination of the FOSA.

Section 3.2 Termination of Record. On the expiration or sooner termination of this Agreement, the Parties will execute such documents, including in recordable form, and take such actions as are reasonably necessary to cancel this Agreement, and to release the Servitudes granted hereby, of record.

ARTICLE 4 **ACCESS, RETURN**

Section 4.1 Access. Each of the State, OSB and BREP shall be entitled to have access to the Servitude Property, including in the event of an Emergency, in accordance with the provisions of the FOSA.

Section 4.2 Return of Servitude Property. BREP agrees to return the Servitude Property to the State and OSB, and release the Servitudes by executing a release in recordable form and on terms reasonably satisfactory in form and substance to the State and OSB upon expiration or sooner termination of this Agreement.

ARTICLE 5 **ASSIGNMENT AND TRANSFER**

A Party may assign its rights under this Agreement, whether in whole or in part, only in compliance with the requirements of the CEA, and a Party’s rights under this Agreement may be assigned only in connection with such Party’s assignment of the FOSA. Nothing in this ARTICLE 5, however, will preclude or prevent BREP from mortgaging its rights under this Agreement pursuant to the provisions of ARTICLE 9 or the exercise by BREP’s Financier of its rights and remedies under and pursuant to a Mortgage (as defined below) granted under the provisions of ARTICLE 9, to succeed to the rights and obligations of BREP under this Agreement on the terms and conditions set forth in ARTICLE 9.

ARTICLE 6 **INSURANCE AND INDEMNITY**

Section 6.1 Insurance. Throughout the Term, BREP shall be obligated to maintain in effect the insurance coverages required pursuant to the FOSA.

Section 6.2 Indemnity. The CEA sets forth the respective rights and obligations of the Parties with regard to indemnification under this Agreement.

ARTICLE 7
DEFAULT; FORCE MAJEURE

Section 7.1 Default and Remedies. A default by either Party of its obligations under this Agreement, and the remedies of the non-defaulting Party(ies) with respect thereto, shall be governed by the provisions of the CEA and the FOSA. Notwithstanding the rights and remedies of the non-defaulting Party to the contrary, this Agreement may not be terminated upon a default by any Party except on termination of the FOSA according to the terms and conditions thereof.

Section 7.2 Force Majeure. A Party may be excused from the performance of its obligations under this Agreement during the existence of an event of Force Majeure on the terms and to the extent provided in the Section 11.5 of the CEA.

ARTICLE 8
DISPUTE RESOLUTION

Any dispute arising out of or relating to this Agreement shall be subject to resolution in accordance with the provisions of ARTICLE 14 of the CEA.

ARTICLE 9
MORTGAGES; ATTORNMENT

Section 9.1 Mortgages; Attornment.

a. Mortgages of the Servitudes Only. At any time and from time to time during the Term, BREP may mortgage, hypothecate, pledge or grant security interests in its interest in the Servitudes by one or more mortgages or other security devices encumbering BREP's rights under this Agreement (including the Servitudes granted hereby) in favor of BREP's Financier (a "**Mortgage**"). Mortgages in favor of BREP's Financier shall contain such terms and provisions as BREP may deem fit and proper; provided that: (i) such Mortgage shall be subject to the provisions of the CEA, the FOSA and any NDAs; and (ii) any such Mortgage shall not remain in effect for a period beyond the Term of this Agreement. If requested by BREP's Financier, the State and OSB shall enter into a nondisturbance and attornment agreement (an "**NDA**") on terms and conditions reasonably satisfactory to the State and OSB and substantially in the form of **Exhibit "F"** to the Shaw Center Plant Lease, providing that in the event BREP's Financier succeeds to the interests of BREP in the Servitudes, BREP's Financier will assume all of BREP's obligations under this Agreement as of the date of transfer, and that the State and OSB will attorn to BREP's Financier as the successor to BREP under this Agreement. If requested by the State and OSB, BREP will request BREP's Financier to enter into an NDA on terms and conditions reasonably satisfactory to BREP's Financier, the State and OSB, and in all cases substantially in the form of **Exhibit "F"** to the Shaw Center Plant Lease. BREP will provide BREP's Financier with copies of the CEA and the FOSA. BREP, BREP's Financier, the State or OSB may record an NDA in the Office of the Clerk of Court for the Parishes where the Covered Facilities are located. All rights and obligations of BREP, BREP's Financier, the State and OSB (including all of their respective, permitted successors and assigns) under this Agreement shall be subject to the terms and conditions of an NDA.

b. Obligations Relative to Mortgage. During the existence of any such Mortgage:

(1) **Defaults.** Upon occurrence of an Event of Default of BREP under any Phase I Ancillary Agreement, BREP's Financier shall have the right to cure the Event of Default during the time periods and to the extent provided for in the applicable Phase I Ancillary Agreement and any applicable NDA.

(2) **Foreclosure.** In the event BREP's Financier acquires rights in the Servitudes pursuant to any proceedings for foreclosure of a Mortgage, or by a voluntary assignment or transfer in lieu of foreclosure or otherwise, BREP's Financier shall be deemed an assignee of all the rights and obligations of BREP under this Agreement, including all rights and obligations of BREP under the FOSA that are applicable to this Agreement.

(3) **Bankruptcy.** If this Agreement shall be rejected or disaffirmed or otherwise terminated pursuant to bankruptcy law or other law affecting creditors' rights, within thirty (30) days of request by BREP's Financier, the State and OSB will enter into a new agreement with BREP's Financier for the remainder of the Term effective as of the date of such rejection or disaffirmance or terminated, upon all the terms and provisions contained in this Agreement; provided, that (i) BREP's Financier makes a written request to the State and OSB for such new agreement within seventy-five (75) days after the effective date of such rejection or disaffirmance or termination, and such written request is accompanied by a copy of such proposed new agreement, duly executed and acknowledged by BREP's Financier; (ii) upon taking possession of the Servitude Property, BREP's Financier cures any then outstanding Events of Default of BREP within the periods of time and on the terms and conditions required under the CEA and the NDA; and (iii) the new agreement is entered into as part of an assumption by BREP's Financier of the FOSA, on the terms and conditions set forth therein and the applicable NDA. The provisions of this paragraph shall survive the rejection or disaffirmance or termination of this Agreement and shall continue in full force and effect thereafter to the same extent as if this paragraph were a separate and independent Agreement made by the State, OSB and BREP's Financier.

(4) **Modifications.** So long as a Mortgage is in effect (i) the State and OSB will not accept a voluntary surrender of this Agreement, except on a termination of the FOSA in accordance with its terms, including payment of the Termination Fee by the State to BREP pursuant to the terms of the FOSA, and (ii) BREP's Financier shall not be bound by any material modification of this Agreement made without the prior written consent of BREP's Financier. Any voluntary surrender of this Agreement in violation of this paragraph shall be void.

(5) **Reliance.** The provisions of this Section are for the benefit of the BREP's Financier and may be relied upon and shall be enforceable by BREP's Financier. Unless BREP's Financier succeeds to BREP's rights in this Agreement, BREP's Financier shall not be liable upon the covenants, agreements or obligations of BREP contained in this Agreement, except as expressly provided in this Agreement or the NDA.

ARTICLE 10

MISCELLANEOUS

Section 10.1 Quiet Enjoyment. Upon observing and keeping all covenants, warranties, agreements and conditions of this Agreement on its part to be kept, BREP shall quietly have and enjoy the Servitudes during the Term, without hindrance or molestation by anyone claiming by, through or under the State and OSB; provided, that notwithstanding the provisions of this Section 10.1 or any other implied warranties that may otherwise apply to the State and OSB under this Agreement or as a matter of applicable law, the obligations of the State and OSB hereunder are subject to all instruments recorded in the conveyance and mortgage records of the Clerk of Court of the parishes where the Covered Facilities are located prior to the date of recordation of this Agreement applicable to or affecting any of the Covered Facilities.

Section 10.2 Relationship of Parties. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship, between the Parties. It is understood and agreed that no provision contained herein nor any acts of the Parties hereto creates a relationship other than the relationship between the State, OSB and BREP created under this Agreement.

Section 10.3 Waiver. The State, OSB and BREP agree that any Party's failure to insist on strict performance of any term or condition of this Agreement shall not constitute a waiver of that term or condition, even if the Party accepting or acquiescing in the non-conforming performance knows of the nature of the performance and fails to object to it. No waiver or breach shall affect or alter this Agreement, but each of the terms of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. No waiver of any default hereunder by any Party shall be implied from any omission by any other Party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver for the time and to the extent therein stated. One or more waivers shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition.

Section 10.4 Severability. The provisions of this Agreement are severable. Any terms and/or conditions that are deemed illegal, invalid or unenforceable shall not affect any other term or condition of the Agreement.

Section 10.5 Recordation of Servitude. Upon execution of this Agreement, BREP may record this Agreement in the Office of the Clerk of Court of the Parishes where the Covered Facilities are located. Third parties examining the records of such Clerks of Court, are hereby put on notice that by reference to the CEA and FOSA in this Agreement, (i) the existence of the CEA and FOSA, and (ii) the incorporation of certain terms, definitions and provisions of the CEA and FOSA into this Agreement, notwithstanding the fact that the CEA and FOSA may not be on file and of record with such Clerks of Court.

Section 10.6 Successors and Assigns. Subject to the limitations on assignment set forth in this Agreement and the CEA, this Agreement shall be binding on and will inure to the benefit of the Parties and their respective successors and assigns.

Section 10.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute only one agreement.

Section 10.8 Entire Agreement. This Agreement, together with the CEA and the FOSA and all exhibits and appendices attached hereto, and terms and conditions agreed upon between the Parties are contained herein and in the CEA and FOSA, and no verbal commitments, except those reduced to writing in this Agreement and the CEA and FOSA, have any binding effect. Any amendments to this Agreement must be reduced to writing.

Section 10.9 No Third-Party Beneficiary. Except as specifically provided in Section 9.1.b(5), there are no third-party beneficiaries to this Agreement. Except as expressly stated herein, no Person not a party to this Agreement, including other tenants of the Covered Facilities and any lenders to any Party, shall be entitled to rely on or enforce any provision of this Agreement.

Section 10.10 No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, officer, agent or employee of any Party in his or her individual capacity, and neither the officers of any Party nor any official or agent executing this Agreement shall be liable personally with respect to this Agreement or be subject to any personal liability or

accountability by reason of the execution and delivery of this Agreement, or for the obligations of any Party under this Agreement.

Section 10.11 Choice of Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Louisiana.

Section 10.12 Certificates. Any Party shall, without charge, at any time and from time to time hereafter within sixty (60) days after written request of another Party (such request to specify this Agreement and Section), certify by written instrument duly executed and acknowledged to any Person or entity specified in such request: (a) as to whether this Agreement has been supplemented or amended, and if so, the substance and manner of such supplement or amendment; (b) as to the validity and force and effect of this Agreement, in accordance with its tenor as then constituted; (c) as to the existence of any default thereunder by such Party or, to such Party's Knowledge, the other Party; (d) as to the existence of any offsets, counterclaims or defenses thereto on the part of such other Party for which such Party has Knowledge; (e) as to the commencement and expiration dates of the Term of this Agreement; and (f) as to any other matters as may reasonably be so requested. Any such certificate may be relied upon by the requesting Party and any other Person, firm or corporation to whom the same may be exhibited or delivered, and the contents of such certificate shall be binding on the Party executing same. Any estoppel certification delivered pursuant to this Section 10.12 shall only speak as to the facts contained in such certification and shall not be deemed to constitute an amendment or modification to this Agreement.

Section 10.13 No Authorship Presumption. Each Party has had an opportunity to obtain legal advice and negotiate the language of this Agreement. No presumption shall arise or adverse inference be drawn by virtue of authorship, and each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Agreement, including any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the Party whose counsel drafted that provision.

Section 10.14 Interpretation. Unless the context in this Agreement, the CEA or the FOSA otherwise clearly requires:

a. The definitions of terms herein will apply equally to the singular and plural forms of the terms defined.

b. Whenever the context may require, any pronoun will include the corresponding masculine, feminine and neuter forms.

c. The words "include", "includes" and "including" will be deemed to be followed by the phrase "without limitation".

d. The verb "will" shall be construed to have the same meaning and effect as the verb "shall".

e. Any definition of or reference to any agreement, document, standard, principle or other instrument herein will be construed as referring to such agreement, document, standard, principle or other instrument as from time to time amended, supplemented, substituted, novated, assigned or otherwise modified (subject to any restrictions on such amendments, supplements, substitutions, novations, assignments or modifications set forth herein or therein).

f. Any reference herein to any Person, or to any Person in a specified capacity, will be construed to include such Person's successors and assigns or such Person's successors in such capacity, as the case may be.

g. The words “herein”, “hereof” and “hereunder”, and words of similar import, will be construed to refer to this Agreement in its entirety and not to any particular provision thereof.

h. All references herein to ARTICLES, Sections, Exhibits and Appendices will be construed to refer to ARTICLES, Sections, Exhibits and Appendices to this Agreement. The Exhibit to this Agreement are an integral part of this Agreement. Notwithstanding, the provisions of this Agreement will prevail over the provisions of the Exhibits and Appendices to this Agreement to the extent of any inconsistency.

i. The headings used in this Agreement are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Agreement.

j. Any reference to time of day is a reference to Central Standard Time or Central Daylight Saving Time, as the case may be.

k. Any consent or approval contemplated to be provided under this Agreement must be in writing and, unless otherwise expressly stated, may not be unreasonably withheld, conditioned or delayed.

l. If the time for doing an act falls or expires on a day that is not a Business Day, the time for doing such act will be extended to the next Business Day.

m. By this reference, each “Whereas” clause contained in the Recitals of this Agreement is hereby made part of this Agreement.

Section 10.15 Time of the Essence. Time is of the essence of this Agreement.

[Signature pages follow.]

IN WITNESS WHEREOF, this Right of Use and Servitude Agreement has been executed by a duly authorized agent of the State of Louisiana on this [●] day of [●], 2019, in the presence of the undersigned competent witnesses and Notary Public:

WITNESSES

STATE OF LOUISIANA

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

_____, Notary Public
La. Bar Roll or Notary ID No. _____

IN WITNESS WHEREOF, this Right of Use and Servitude Agreement has been executed by a duly authorized agent of the Office of State Buildings on this [●] day of [●], 2019, in the presence of the undersigned competent witnesses and Notary Public:

WITNESSES

OFFICE OF STATE BUILDINGS

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

_____, Notary Public
La. Bar Roll or Notary ID No. _____

IN WITNESS WHEREOF, this Right of Use and Servitude Agreement has been executed by a duly authorized agent of Baton Rouge Energy Partners, LLC on this [●] day of [●], 2019, in the presence of the undersigned competent witnesses and Notary Public:

WITNESSES

BATON ROUGE ENERGY PARTNERS, LLC

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

_____, Notary Public
La. Bar Roll or Notary ID No. _____

EXHIBIT "A"
COVERED FACILITIES

Covered Facilities	Facility Location
State Capitol	Baton Rouge
Capitol Annex	Baton Rouge
Pentagon Barracks	Baton Rouge
OSB Service Center	Baton Rouge
Information Services Building	Baton Rouge
Livingston Building	Baton Rouge
Poydras Building	Baton Rouge
First Circuit Court of Appeal	Baton Rouge
Claiborne Building	Baton Rouge
Welcome Center	Baton Rouge
State Museum	Baton Rouge
State Library	Baton Rouge
LaSalle Building	Baton Rouge
Iberville Building	Baton Rouge
Bienville Building	Baton Rouge
Galvez Building	Baton Rouge
Governor's Mansion	Baton Rouge
OPH Lab	Baton Rouge
Claiborne Garage	Baton Rouge
LaSalle Garage	Baton Rouge
Galvez Garage	Baton Rouge
Welcome Center Garage	Baton Rouge
Central Plant-South	Baton Rouge
Central Plant-North	Baton Rouge
State Supreme Court	New Orleans
Sen. Chris Ullo Building	Harvey
Brandywine State Office Buildings	Lafayette
Alexandria State Office Building	Alexandria
Shreveport State Office Building	Shreveport
Second Circuit Court of Appeal	Shreveport
NELSOB	Monroe

CERTIFICATE OF SUBSTANTIAL COMPLETION

PARTIES: **BATON ROUGE ENERGY PARTNERS, LLC (“BREP”)**
8555 United Plaza Blvd, STE 201,
Baton Rouge, LA 70809

THE STATE OF LOUISIANA (the “State”)

PROJECT: Facility Optimization Services Agreement dated _____, 20__ between
BREP and Customer

By executing this Certificate of Substantial Completion, Customer acknowledges the following:

- a. The work set forth in the Facility Optimization Services Agreement is substantially complete.
- b. Customer has received the manuals, warranty information, and training required under the Facility Optimization Services Agreement.
- c. The following punch list items must be completed by BREP (check as applicable):
 - punch list attached
 - punch list complete
- d. Upon completion of the punch list items, or if such punch list items are complete, BREP and Customer shall sign the Certificate of Final Completion attached hereto.

Dated _____, 20__ .

STATE:

Signature: _____

Printed Name: _____

Title: _____

BREP:

Signature: _____

Printed Name: _____

Title: _____

CERTIFICATE OF FINAL COMPLETION

PARTIES: **BATON ROUGE ENERGY PARTNERS, LLC (“BREP”)**
8555 United Plaza Blvd, STE 201,
Baton Rouge, LA 70809

THE STATE OF LOUISIANA (the “State”)

PROJECT: Facility Optimization Services Agreement dated _____, 20__ between
BREP and Customer

By executing this Certificate of Final Completion, Customer acknowledges the following:

- a. The work set forth in the Facility Optimization Services Agreement has been reviewed and determined by Customer to be fully complete.
- b. Customer accepts the work as complete and hereby releases BREP’s obligations under any performance and payment bonds posted for the project as of the date set forth below.

Dated _____, 20__ .

STATE:

Signature: _____

Printed Name: _____

Title: _____

BREP:

Signature: _____

Printed Name: _____

Title: _____