

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR & CITY CLERK
TO EXECUTE THE FIRST AMENDMENT TO THE ENERGY
ATTRIBUTES SALE AGREEMENT WITH L'OREAL USA; AND
FOR OTHER PURPOSES.**

WHEREAS, the City of North Little Rock ("City") owns the Murray Hydroelectric Plant which generates electricity that is clean, renewable and has no harmful environmental emissions; and

WHEREAS, L'Oreal USA ("L'Oreal") is interested in purchasing the rights to receive clean energy sourced from the Murray Hydroelectric Plant through the purchase of energy attributes (sometimes referred to as green tags, renewable energy credits, or RECs) from the City; and

WHEREAS, on or about April 6, 2009, the City and L'Oreal ("Parties") entered an Energy Attributes Sales Agreement for Retail Customers ("Agreement") as authorized by Resolution No. 7412 of the City, providing for the purchase and sale of Energy Attributes, as that term is defined in the Agreement, in an amount equal to all energy consumed at L'Oreal's local facility; and

WHEREAS, the term of the Agreement lapsed December 31, 2009, but the Parties have continued to perform in accordance with the Agreement; and

WHEREAS, on or about April 20, 2017, L'Oreal completed construction of a 1.2 MW solar array that is located adjacent to its local facility and produces significant Energy Attributes; and

WHEREAS, L'Oreal seeks to amend the Agreement to reduce the volume of Energy Attributes purchased in an amount equal to the volume of Energy Attributes produced by the solar array and Energy Attributes acquired from third-parties; and

WHEREAS, the City and L'Oreal have met in good faith to negotiate the amendment attached as Exhibit A. The original agreement is attached for reference as Exhibit B and shows all changes that will be applied by the approval of the amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That the Mayor and City Clerk are hereby authorized to execute the First Amendment to the Energy Attributes Sale Agreement (substantially similar to Exhibit "A" attached hereto) with L'Oreal USA.

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

Mayor Joe A. Smith

SPONSOR:

Joe A. Smith
Mayor Joe A. Smith *by AF*

ATTEST:

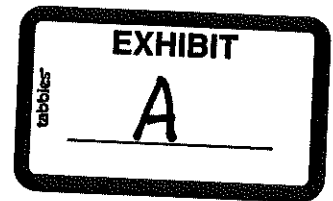
Diane Whitbey, City Clerk

APPROVED AS TO FORM:

Amy Beckman Fields
Amy Beckman Fields, City Attorney

PREPARED BY C. JASON CARTER, ATTORNEY AT LAW
REVIEWED BY THE OFFICE OF THE CITY ATTORNEY

FILED	<u>11:05</u>	A.M.	_____	P.M.
By	<u>A. Fields</u>			
DATE	<u>10-2-18</u>			
Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas				
RECEIVED BY	<u>S. Ussery</u>			



**FIRST AMENDMENT TO THE ENERGY ATTRIBUTES
SALE AGREEMENT FOR RETAIL CUSTOMERS**

("Amendment")

BETWEEN

THE CITY OF NORTH LITTLE ROCK, ARKANSAS

("City" or "Seller")

AND

L'OREAL USA PRODUCTS, INC

("L'Oreal" or "Buyer")

WHEREAS, on or about April 6, 2009, the City and L'Oreal ("Parties") entered an Energy Attributes Sales Agreement for Retail Customers ("Agreement") as authorized by Resolution No. 7412 of the City, providing for the purchase and sale of Energy Attributes, as that term is defined in the Agreement, in an amount equal to all energy consumed at L'Oreal's local facility; and

WHEREAS, the term of the Agreement lapsed December 31, 2009, but the Parties have continued to perform in accordance with the Agreement; and

WHEREAS, on or about April 20, 2017, L'Oreal completed construction of a 1.2 MW solar array that is located adjacent to its local facility and produces significant Energy Attributes; and

WHEREAS, L'Oreal seeks to amend the Agreement to reduce the volume of Energy Attributes purchased in an amount equal to the volume of Energy Attributes produced by the solar array and Energy Attributes acquired from third-parties.

The Agreement shall be amended as follows:

1. The definition of **Designated Energy** in Section 1 shall be replaced with the following definition:

"Designated Energy" means an amount of Energy estimated to be consumed by the Buyer as shown on Attachment "A", not to exceed the Energy produced by the Energy Resource within ninety (90) days.

2. The definition of **Energy True-up** shall be added to Section 1, as follows:

"Energy True-up" means the Buyer's right to adjust any purchase of Designated Energy by not more than twenty percent (20%) within ninety (90) days that the purchase is made to reflect actual requirements.

3. The definition of **Period of Delivery** in Section 1 will be replaced with the following definition:

"Period of Delivery" means the period beginning with the approval of this Amendment by both Parties and ending with the termination of this Agreement as provided herein.

4. Paragraph 2.1 describing the delivery and sale of energy attributes will be amended as follows:

2.1 Delivery and Sale. In accordance with the procedures set forth in Sections 3 and 4 hereof, for each calendar month during the Period of Delivery, City shall sell to Buyer, and Buyer shall purchase from City, at the Purchase Price, the number of Energy Attributes associated with the Designated Energy, subject to Energy True-up within ninety (90) days. Buyer may adjust the schedule shown on Attachment "A" one time each year by providing said adjustment to Seller in writing sixty (60) days prior to the anniversary of the date this Amendment was executed by both parties.

5. Paragraph 6.1 defining the term of the Agreement will be replaced with the following:

6.1 Term. The Agreement will be effective during the Period of Delivery and shall end when terminated as provided herein and both Parties shall have fulfilled their respective payment, delivery and other obligations hereunder with respect to the Period of Delivery.

IN WITNESS WHEREOF, the Parties have each caused this **FIRST AMENDMENT TO THE ENERGY ATTRIBUTES SALE AGREEMENT FOR RETAIL CUSTOMERS** to be executed by their duly authorized representatives.

FOR THE CITY OF NORTH LITTLE ROCK:

By: _____

Name: _____

Title: _____

Date: _____

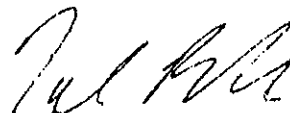
FOR L'OREAL USA PRODUCTS, INC.

By: 

Name: ERIC FOX

Title: VP OPERATIONS

Date: 9/26/18



VP Finance

9-20-18

ATTACHMENT ADESIGNATED ENERGY VOLUME FOR ENERGY ATTRIBUTE PURCHASE BY MONTH

MONTH	Designated Energy (MWh)	Upper Limit (+20%)	Lower Limit (-20%)
January	908	1089	726
February	1083	1300	867
March	592	710	473
April	498	598	399
May	757	908	605
June	833	1000	665
July	407	488	326
August	907	1088	726
September	776	931	621
October	400	480	320
November	1025	1230	820
December	1025	1230	820

**CITY OF NORTH LITTLE ROCK
ENERGY ATTRIBUTES SALE AGREEMENT
FOR RETAIL CUSTOMERS**

This Energy Attributes Sale Agreement, as it may be amended from time-to-time (the "**Agreement**"), dated as of April 6, 2009 ~~September 26, 2018~~ ("**Effective Date**"), is entered into by and between **The City of North Little Rock, Arkansas**, a municipal corporation with its principal business office at 120 Main Street, P.O. Box 5757, North Little Rock, Arkansas 72119 ("**City**"), and **L'Oreal USA Products, Inc.**, a retail electric customer of the City with a business location of 11500 Maybelline Road, North Little Rock, Arkansas ("**Buyer**"). City and Buyer are sometimes referred to in this Agreement together as the "**Parties**" and individually as a "**Party**."

This Agreement memorializes the Parties' understanding concerning their sale and purchase obligations on and after the Effective Date for the provision of Energy Attributes under the terms and conditions set forth below.

Section 1 - Definitions

In addition to other capitalized terms set forth elsewhere herein, the following capitalized terms, whether singular or plural, shall have the meanings specified:

"**Confirmation**" means written confirmation, in the form attached hereto as **Exhibit B**, of each purchase and sale of Energy Attributes under this Agreement.

"**Designated Energy**" means an amount of Energy estimated to be consumed by the Buyer as shown on Attachment "A", not to exceed the Energy produced by the Energy Resource within ninety (90) days, any and all Energy consumed by the Buyer, in an amount not to exceed the Energy produced by the Energy Resource, during a calendar month.

"**EA Reporting Rights**" means the right to report that it owns the Environmental Attributes to any agency, authority or other party under any emissions trading or reporting program, public or private.

"**Energy**" means physical electric energy, expressed in megawatt hours ("**MWh**") or kilowatt-hours ("**kWh**") of the character commonly known as three-phase, sixty-hertz electric energy.

"**Energy True-up**" means the Buyer's right to adjust any purchase of Designated Energy by not more than twenty percent (20%) within ninety (90) days that the purchase is made to reflect actual requirements.

"**Environmental Attributes**" shall mean, in the generation of Energy, any and all fuel, emissions, air quality or other environmental characteristics, credits, benefits, reductions, offsets and allowances (i) resulting from the purchase, generation or use of Energy or the

avoidance of the emission of any gas, chemical or other substance to the air, soil or water attributable to such purchase, generation or use, or (ii) arising out of any law, rule or regulation.

"Energy Attributes" means all Environmental Attributes and the exclusive rights to claim: (i) that the Energy was generated by the specific Energy Resource and such Energy was physically delivered to the Point of Delivery; (ii) that the Buyer (or purchaser) is responsible for the delivery of the Environmental Attributes to the Point of Delivery as a result of the Energy having been delivered to the Point of Delivery, and (iii) the EA Reporting Rights. One (1) Energy Attribute shall represent and include all Energy Attributes associated with one (1) MWh of Energy generated by the Energy Resource and delivered to the Point of Delivery. For purposes of this Agreement, delivery may have occurred through physical delivery or through acquired transmission rights.

"Energy Resource" means the Murray Hydroelectric Plant, a 43 MW Hydroelectric generation facility located in North Little Rock, Arkansas, operating under FERC license number 3449, and owned by the City, which generation facility is designated as a Network Resource within the Entergy Services, Inc. transmission and distribution system and is subject to a Network Integration Service Agreement between Entergy Services, Inc. and the City.

"Force Majeure" means physical or governmental causes of the kind not reasonably within the control of the Party claiming suspension and which by the exercise of due diligence such Party could not have prevented or is unable to overcome. Such causes shall include interruptions of firm transmission service relied on to make delivery, planned or forced maintenance outages, the inability to generate due to lack of head or flow, strikes, labor difficulties, shutdowns in anticipation of strikes, accidents, equipment breakdown, riots, fire, flood, wars, delays or interruptions in transportation, materially disruptive actions or failure to act of any government or government agency (whether or not having legal force and effect including, without limitation, any Court order or any environmental compliance order or notice) or any other disabling cause or contingency not reasonably within the control of the Party claiming such event, whether of the nature or subject matter herein enumerated. Nothing contained herein, however, shall be construed to require a Party to prevent or settle a strike against its will. Economic hardship shall not constitute Force Majeure.

"Metering Point" means the Murray Hydro watt-hour meter located at the Levy No. 3 Substation, representing the point where energy generated by Murray Hydro enters the transmission system of Entergy Arkansas, Inc.

"Period of Delivery" means the period beginning with the approval of this Amendment by both Parties and ending with the termination of this Agreement as provided herein. ~~from March 1, 2009 through December 31, 2009, or until earlier terminated by either Party pursuant to the terms of this Agreement.~~

"Point of Delivery" means the point on the transmission system of the City at which energy generated by the Energy Resource is delivered to the Entergy Transmission System for transmission to the electrical loads of the City of North Little Rock, commonly known as the Levy No. 3 Substation.

"Purchase Price" has the meaning set forth in Section 2.3 hereof.

Section 2 –Sale of Energy Attributes

- 2.1 **Delivery and Sale.** In accordance with the procedures set forth in Sections 3 and 4 hereof, for each calendar month during the Period of Delivery, City shall sell to Buyer, and Buyer shall purchase from City, at the Purchase Price, the number of Energy Attributes associated with the Designated Energy, subject to Energy True-up within ninety (90) days. Buyer may adjust the schedule shown on Attachment "A" one time each year by providing said adjustment to Seller in writing sixty (60) days prior to the anniversary of the date this Amendment was executed by both parties.
- 2.2 **Representations Warranties and Covenants.** City represents and warrants that: (a) City has not sold, and shall not sell, any of the Energy Attributes (or any portion thereof) sold to Buyer hereunder to any person or entity other than Buyer, and City shall not sell an amount of Energy Attributes in excess of the Energy delivered to the Point of Delivery by the Energy Resource during the Period of Delivery or during any applicable calendar quarter during the Period of Delivery (excluding any periods of time after this Agreement has been terminated due to a material default by Buyer); (b) any and all Energy Attributes purchased and sold hereunder shall be transferred to Buyer free and clear of any and all liens and encumbrances whatsoever. City further represents and warrants, with respect to the Designated Energy associated with any and all MWhs of Energy Attributes purchased hereunder, that City has not made on or prior to the Effective Date, and shall not make after the date hereof, any claim(s) to any third party regarding any of the Energy Attributes associated with such Designated Energy, including without limitation (i) in any marketing materials, any product content label, or any environmental or other disclosures regarding fuel mix under applicable law, in each case issued to customers or to the public, or (ii) in any reports under any emissions trading reporting program, public or private. City covenants that City shall confirm with appropriate governmental and regulatory authorities as necessary that the Energy Attributes associated with the Designated Energy from the Energy Resources are being sold separately from the Designated Energy associated with such Energy Attributes.
- 2.3 **Purchase Price.** The purchase price for each of the Energy Attributes delivered hereunder shall be: **\$2.50** per MWh for each Energy Attribute.

Section 3 - Confirmations and Product Verification

- 3.1 **Delivery of Confirmation.**

Within ten (10) days after the end of each calendar month during the Period of Delivery, City shall email to Buyer at the address set forth below (or such other address of which Buyer may notify City in writing) (i) a fully completed and executed Confirmation for that quantity of Energy Attributes delivered to Buyer for such calendar month pursuant to Section 2.1 above, in a form substantially similar to the form set forth in **Exhibit A**, incorporated herein by reference.

- 3.2 Verification Records. The City shall maintain adequate records of the Designated Energy generated by the Energy Resource and Energy Attributes sold pursuant to this Agreement for a period of four (4) years following the date of each Confirmation and shall, upon request, provide copies of the same to Buyer at a cost no more than the actual cost of reproduction. All records shall be sufficient to assist Buyer in complying with the requirements of any applicable federal or state laws, regulations, or orders.

Section 4 – Payment

Buyer shall pay City for all Energy Attributes delivered to Buyer within fifteen (15) days of the date on which Buyer receives each Confirmation covering such Energy Attributes in accordance with the terms hereof. If the due date falls on a non-business day for either Party, the payment shall be due on the next following business day. Buyer shall make all payments due hereunder by ACH payment or wire transfer to City at an account specified by City in writing, or by Buyer's check or draft.

Section 5 – Indemnification; Liability Limitation

- 5.1 Duty to Indemnify. Each Party (the "**Indemnifying Party**") shall indemnify and hold harmless the other Party, its shareholders, officers, directors, employees and agents, from and against any and all third party claims, costs, suits, liabilities, damages, losses, demands and expenses of every kind including, without limitation, reasonable attorney fees and disbursements, known or unknown, contingent or otherwise (subject to Section 5.2 below), resulting from or arising out of: (a) a material default by the Indemnifying Party of any covenant or provision of this Agreement; or (b) the willful misconduct by the Indemnifying Party. It is understood that this agreement does not waive or modify the City of North Little Rock's tort or sovereign immunity under the laws of the State of Arkansas. North Little Rock reserves the right to raise tort or sovereign immunity defenses in any appropriate case.
- 5.2 Mitigation; Limitation. If a Party defaults under this Agreement, the non-defaulting Party shall use commercially reasonable efforts to mitigate any and all damages arising from the default. **NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES FOR A BREACH OF THIS AGREEMENT, REGARDLESS OF WHETHER THOSE DAMAGES ARE CLAIMED UNDER CONTRACT, WARRANTY, INDEMNITY, TORT OR ANY OTHER THEORY AT LAW OR IN EQUITY.**

- 5.3 Notice of Indemnity. The Indemnified Party shall notify the Indemnifying Party promptly of any claim under this Section 5. The Indemnifying Party shall afford the Indemnified Party the opportunity to defend or participate in the defense of the claim. The Indemnifying Party shall make no settlement of an indemnified claim specifically naming or directly affecting the Indemnified Party without the Indemnified Party's prior written approval.

Section 6 - Term; Termination

- 6.1 Term. ~~The Agreement will be effective during the Period of Delivery and shall end when terminated as provided herein and both Parties shall have fulfilled their respective payment, delivery and other obligations hereunder with respect to the Period of Delivery. The initial term of this Agreement will be effective from the Effective Date and will expire after the end of the Period of Delivery at such time as each (and both) of the Parties shall have fulfilled its respective payment, delivery and other obligations hereunder with respect to the Period of Delivery, unless earlier terminated in accordance with the terms hereof.~~

- 6.2 Termination. This Agreement is subject to termination under any of the following provisions:

(a) Either Party shall have the right to terminate this Agreement, pursuant to Section 7 hereof.

(b) In the event of the occurrence of any of the following events, either Party shall have the right to terminate this Agreement immediately upon providing written notice to the other Party if such Party: (i) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (ii) makes a general assignment, arrangement, or composition with or for the benefit of its creditors; (iii) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (A) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (B) is not dismissed, discharged, stayed, or restrained in each case within thirty (30) days of the institution or presentation thereof; (iv) passes a resolution for its dissolution, winding-up, or liquidation; (v) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian, or other similar official for it or for all or substantially all of its assets; (vi) has a secured party take possession of all or substantially all of its assets or has a distress, execution, attachment, sequestration, or other legal process levied, enforced, or sued on or against all or substantially all of its assets and such secured party maintains possession, or any such process is not dismissed,

discharged, stayed, or restrained, in each case within thirty (30) days thereafter; (vii) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an effect analogous to any of the events specified in clauses (i) through (vi) (inclusive); or (viii) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

(c) This Agreement shall terminate automatically if any judicial, regulatory or legislative action or change renders performance of this Agreement impossible or illegal. Such termination shall occur on the date that such action or change renders performance of this Agreement impossible or illegal.

(d) This Agreement may be terminated by either Party at any time for any reason upon ninety (90) days' written notice. Upon such termination this Agreement shall end in the same manner as if the term of the Agreement in section 6.1 had expired.

Section 7 - Default

- 7.1 Default. The failure of a Party to perform any material duty imposed upon that Party by this Agreement shall constitute a default. The Party in default under this Agreement shall be referred to as the "**Defaulting Party**," and the other Party shall be referred to as the "**Non-Defaulting Party**."
- 7.2 Notice of Default. The Non-Defaulting Party shall give the Defaulting Party a written Notice of Default, which shall describe the default in reasonable detail and state the date by which the Defaulting Party must cure the default. The Defaulting Party must cure the default within fifteen (15) days after receipt of the Notice of Default.
- 7.3 Opportunity to Cure. If, within the applicable period described in Section 8.2 hereof, the Defaulting Party cures the default or if the failure is one which cannot in good faith be corrected within such period and the Defaulting Party begins to correct the default within the applicable period and continues corrective efforts with reasonable diligence until effecting a cure, the Notice of Default shall be inoperative and the Defaulting Party shall lose no rights under this Agreement. If, within the specified period, the Defaulting Party does not cure the default or begin to cure the default as provided above, the Non-Defaulting Party may exercise the remedies set forth in Section 8.4 hereof.
- 7.4 Rights upon Default. After providing notice and an opportunity to cure as provided above, the Non-Defaulting Party shall have the right (but not the obligation) to terminate this Agreement by giving written notice to the Defaulting Party. Upon such termination, City shall sell the Energy Attributes to a party(ies) other than Buyer in an effort to mitigate damages in a commercially reasonable manner.
- 7.5 Remedies Not Exclusive. Each and every power and remedy given to the Non-Defaulting Party:

- (a) shall be in addition to every other power and remedy now or hereafter available to the Non-Defaulting Party at law or in equity (including the right to specific performance),
- (b) may be exercised from time to time and as often and in such order as may be deemed expedient, and
- (c) shall be cumulative, so that the exercise of one power or remedy shall not waive the right to exercise any other or others.

No delay or omission in the exercise of any power or remedy and no renewal or extension of any performance due under this Agreement shall impair any such power or remedy or waive any default.

- 7.6 Time is of the Essence. Time is of the essence of each and every obligation set forth in this Agreement.

Section 8 – Authorizations

Each Party represents and warrants to the other that: (a) it is duly authorized, validly existing and in good standing under the laws of its jurisdiction of organization; (b) it has the power and authority and the legal right to enter into, deliver, and perform its obligations under this Agreement; (c) the execution, delivery and performance of this Agreement by such Party has been authorized by all necessary action on its part and does not contravene any provision of its certificate of incorporation, certificate of formation, bylaws, limited partnership agreement or other constituent documents, as applicable; and (d) this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with its terms (except as may be limited by any law affecting the enforcement of creditors' rights generally and subject to equitable principles of general application).

Section 9 - Miscellaneous

- 9.1 Further Assurances and Cooperation. Each Party agrees to execute and deliver to the other Party all instruments, documents, and statements including, without limitation, instruments and documents of recordation, assignment, transfer, conveyance and clarification and take all other actions necessary or convenient in the reasonable discretion of the requesting Party to carry out more effectively the purposes of this Agreement. Unless otherwise provided, no consent or approval provided for in this Agreement may be unreasonably withheld or delayed.
- 9.2 Force Majeure. In the event either Party is rendered unable, by reason of Force Majeure, to carry out wholly or in part its obligations under the provisions hereunder, it is agreed that if such Party gives notice and full particulars of such event of Force Majeure to the other Party as soon as practicable after the occurrence of the cause relied on, then the obligations of the Party affected by such event of Force Majeure shall be excused from the inception and throughout the period of continuance of any such inability so caused,

but for no longer period, and such event of Force Majeure shall, as far as practicable, be remedied with all reasonable dispatch. No notice shall be required of forced or planned outages of one or more units at the Energy Resource of a duration less than 30 days or the inability of the Energy Resource to generate due to lack of head or flow on the Arkansas River whatsoever the duration.

- 9.3 Entire Agreement. This Agreement states the Parties' entire agreement with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, agreements and other communications between the Parties, oral or written, regarding that subject matter.
- 9.4 Counterparts. This Agreement may be executed in counterparts, each of which taken together shall constitute a single agreement. Facsimile signatures shall have the same effect as original signatures.
- 9.5 Headings. The Parties have inserted the headings used in this Agreement for convenience only and each heading shall not be construed to limit, add to or otherwise affect the interpretation of the provision in which it appears.
- 9.6 Governing Law. This Agreement shall be exclusively governed by, construed and enforced in accordance with, the laws of the State of Arkansas, without giving effect to choice of laws or conflicts principles of any jurisdiction.
- 9.7 Amendment; Assignment. This Agreement may not be amended or supplemented without the written agreement of both Parties. Subject to Section 10.3 hereof, neither Party may assign or transfer this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party may assign this Agreement, without the consent of the other Party, to any entity either succeeding to all or substantially all of the business or assets of the assigning Party or purchasing a majority of the voting stock of the assigning Party; provided that the creditworthiness of such entity is equal to that of such assigning Party as of the Effective Date; and provided further, that, in each case, the assignee agrees in writing to be bound by the terms and conditions of this Agreement and to assume all of assigning Party's obligations hereunder.
- 9.8 Notices. Any notice or communication required hereunder (other than Confirmations and Attestations which shall be delivered in accordance with Section 3.1 above) shall be in writing and shall be: (a) delivered in person; (b) sent by United States mail (certified with return receipt requested) or by overnight courier and addressed to the intended recipient at the address set forth below; or (c) sent by facsimile or electronic mail if promptly confirmed in writing by the party providing notice, to the address set forth below:

For the City:

City of North Little Rock
Attention: City Attorney
120 Main Street
P.O. Box 5757
North Little Rock, Arkansas 72119
Fax: 501-340-5341.

For the Buyer:

L'Oreal USA Products, Inc.
ATTN:
11500 Maybelline Road
North Little Rock, AR

IN WITNESS WHEREOF, the Parties have each caused this Energy Attributes Sale Agreement to be executed by their duly authorized representatives.

THE CITY OF NORTH LITTLE ROCK

By: _____

Name: Patrick H. Hays

Title: Mayor

By: _____

Name: Diane Whitbey

Title: City Clerk

BUYER:

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Parties have each caused this Energy Attributes Sale Agreement to be executed by their duly authorized representatives.

THE CITY OF NORTH LITTLE ROCK

By: _____

Name: Patrick H. Hays

Title: Mayor

By: _____

Name: Diane Whitbey

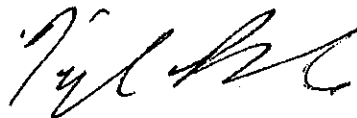
Title: City Clerk

BUYER:

By: 

Name: ERIC FOX

Title: 9.26.18



AvP Finance

9-20-18