

**CITY OF NORTH LITTLE ROCK
INTERCONNECTION AGREEMENT
FOR RETAIL CUSTOMERS**

This Energy Attributes Sale Agreement, as it may be amended from time-to-time (the “**Agreement**”), 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**, a retail electric customer of the City with a business location of 11500 Maybelline Road, North Little Rock, Arkansas (“**Customer**”).

WITNESSETH:

WHEREAS, Customer desires to construct a solar powered electricity generating facility with a nameplate capacity of that is less than, and located proximate to, the Customer’s average load (“**Project**”) and

WHEREAS, Customer desires to interconnect and operate the Project in parallel with City’s electric distribution facilities and to receive the greatest economic value from the Project; and

WHEREAS, the State of Arkansas regulates the interconnection of certain distribution-level renewable energy projects through the Arkansas Renewable Energy Development Act of 2001 (“**AREDA**”) codified at A.C.A. § 23-18-601, et seq.; and

WHEREAS, AREDA requires electric utilities in Arkansas to interconnect renewable energy electric generators that meet the definition of net-metering facilities and to purchase excess energy at the utility’s avoided cost so that renewable energy facilities are neither subsidized nor penalized; and

WHEREAS, the federal government regulates the interconnection of certain distribution-level renewable energy projects through the Public Utility Regulatory Policies Act of 1978 (“**PURPA**”), as amended by the Energy Policy Act of 2005 (“**EPAct 2005**”); and

WHEREAS, PURPA requires electric utilities to interconnect renewable energy facilities that meet the definition of qualifying facilities and to purchase excess energy at the utility’s avoided cost; and

WHEREAS, the City authorizes connection of distribute generation facilities through Ordinance No. 8524 which calculates avoided costs through the assessment of Facilities Charges, Integration Costs, and Standby Service Riders, as modified by Resolution No. 8878, and ; and

WHEREAS, AREDA and PURPA allow electric utilities to impose charges for supplemental power, back-up power, maintenance power, interruptible power, as well as fees and charges intended to offset interconnection and administrative costs that outweigh system benefits; and

WHEREAS, City desires to advance Customer's renewable energy objectives and to fairly compensate Customer in a manner consistent with ARED and PURPA, and keeping with the intent of Ordinance No. 8524 and Resolution No. 8878; and

WHEREAS, the fair assignment of value to production of distribution-level generators is a difficult task; and

WHEREAS, through the assistance of expert consultants, the City determined that the best and easiest method to assign fair value to production from the Project was through the purchase of all energy production at avoided cost with retail rates unaffected, and to forego imposition of fees authorized by ARED, PURPA, Ordinance No. 8524, and Resolution No. 8878; and

WHEREAS, the Parties have agreed to enter this Agreement with the understanding that if, at any time, a more favorable rate for Customer is developed, then Customer will be authorized to terminate this Agreement in favor of the other rate.

NOW, THEREFORE, in consideration of the premises, the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties do hereby agree as follows:

Section 1 - Definitions

1.1 Within this document, the following words will have the meanings assigned, without regard to capitalization or emphasis.

- a. *Avoided Cost* – means the cost of energy and capacity that the City would have to pay, but for the energy received from the Project. The City annually determines the *Avoided Cost Rate* by proportionately averaging the cost of long-term energy per kWh (meaning, generating facilities and contracts for generation having a duration of more than ten years) and the cost of short-term energy per kWh (all other energy sources) and then adding an amount equal to the capacity value of the Project per kWh.

Avoided Cost Rate = (Long-term energy cost/kWh x City's percentage of Long-term energy) + (Short-term energy cost/kWh x City's percentage of short-term power) + ((City's total annual capacity cost) x (Project generation/System peak during MISO coincidental peak) / Project estimated annual generation)

- b. *City* – means the City of North Little Rock, Arkansas, a municipal corporation organized as a city of the first class and political subdivision of the State of Arkansas, and its departments and instrumentalities, specifically including the North Little Rock Electric Department.
- c. *Customer* – means L'Oreal USA, a corporation organized under the laws of the State of Delaware and a retail electric consumer of the City.

- d. *Effective Date* – means the date that this Agreement is executed by both parties. The Parties understand that the Project has been in operation since March 3, 2017 and agree that all energy generated by the Project prior to the effective date of this Agreement will be purchased by the City according to the terms stated herein.
- e. *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.
- f. *Environmental Credits* – means any and all greenhouse gas emissions benefit (including, without limitation, emission credits, allowances, earned emission reduction credits, or permits) or any aggregate credit, offset, or benefit derived from the generation of electricity using solar power as fuel that can be associated, in accordance with applicable laws, with energy produced by and/or exported from the Project.
- g. *Force Majeure* – means any cause or causes beyond the control of either Party, including, but not limited to, acts of God or the public enemy, failure of a Party’s facilities, flood, earthquake, storm, lightning, fire, epidemic, war, embargo, riot, civil disturbances, strikes, picketing, lockouts, or other labor disputes or disturbances, sabotage, or restraint or prevention of performance of this Agreement in accordance with its terms by action of any defense agency, which by the exercise of due diligence and foresight either Party could not reasonably have been expected to avoid.
- h. *Party* – means either City or Customer while the term *Parties* refers to both City and Customer.
- i. *Period of Delivery* – means the period beginning with the Effective Date and ending exactly twenty-five years later, or until earlier terminated by either Party pursuant to the terms of this Agreement.
- j. *Point of Interconnection* – means the point where electric energy first leaves the Project and enters the System.
- k. *Project* – means the photovoltaic generator having a nameplate capacity of 1200 kW that is constructed and owned by Customer at a location that is proximate to Customer’s load and operated in parallel with City’s System.
- l. *System* – means every physical component used to distribute energy throughout the City’s electric service territory including, without limitation: substations, distribution feeder circuits, switches, relays, protective equipment, primary circuits, transformers, secondaries, poles, wires, fuses, connections of every type and nature, and meters.

1.2 When used in this document, the word *may* indicates permission, while the words *will*, *shall*, and *must* indicate mandatory requirements.

Section 2 –Sale of Energy

- 2.1 **Purchase Power.** During the term of this Agreement, City will receive and buy and Customer will deliver and sell all of the energy produced by the Project, up to 1200 kW, at the price and subject to the other terms and conditions set forth herein.
- a. City's obligation to buy energy from Customer in an amount exceeding Customer's load is limited by the City's ability to sell that energy to other customers.
 - b. Customer will pay any and all costs of every nature associated with the Customer's production of energy in an amount that exceeds the combined sum of the Customer's load and the City's ability to sell energy to other customers.
- 2.2 **Price.** For each kilowatt-hour of energy delivered to the System, as measured at the Point of Interconnection, the City will pay its Avoided Cost of purchased energy to the Customer. The Avoided Cost rate will be calculated annually as a weighted average of the City's long-term and short-term wholesale electricity cost, increased by the value of zonal resource credits or other similar capacity value that, but for the Project, the City would be required to purchase.
- a. At the time of the execution of this Agreement, the rate of Avoided Cost shall be **\$0.04771/kWh**.
 - b. Payment may be made in any manner agreeable to the parties, including monthly credit on electric bills.
 - c. In all future years, Customer reserves its right under PURPA to offset its load with its generated electricity and sell excess power to the City at avoided cost, and be subject to fees authorized by ARED, PURPA, Ordinance No. 8524, and Resolution No. 8878.
- 2.3 **Environmental Credits.** The Parties agree that Customer will retain exclusive rights to all Environmental Credits associated with the energy generated by the Project and sold to the City. Upon request by the Customer, the City will provide data to Customer or third-parties designated by Customer to quantify Environmental credits generated.

Section 3 – Delivery of Energy

- 3.1 **Energy characteristics.** Customer represents and warrants the energy to be delivered to the Point of Delivery as being of the character, three phase; a nominal frequency of 60 Hz; at a voltage of 13.8 KV, phase to phase.
- 3.2 **Point of Delivery.** Electric energy generated by the Project shall be delivered to the City at the Point of Delivery.

Section 4 – Operation

- 4.1 Operator in Charge. Customer will identify a person (by name or position) who will perform as "Operator in Charge" of the Project. Customer will provide City information necessary to contact the Operator in Charge immediately at any time. This person must be familiar with the operation of the Project, this Agreement and such other regulations and agreements that may apply.

a. At the time of the execution of this Agreement, Customer identifies the following person as Operator in Charge:

Name: Andrew Goldie _____
Office Phone Number: (501)955-8574 _____
Cellular Phone Number: (901)826-8631 _____
Alternate Phone Number: (501)955-8521 _____
Email: agoldie@us.loreal.com _____

b. Customer will make reasonable effort to inform City within 24 hours of any change in the person assigned as Operator in Charge.

- 4.2 Compliance. Customer will, at its own cost and expense, operate, maintain, repair, inspect, and be fully responsible for the Project in accordance with all Applicable Standards. Customer shall maintain the Project in accordance with the applicable manufacturers' recommended maintenance schedule. City expressly disclaims any and all liability for the proper operation and maintenance of the Project.

- 4.3 Testing and Record-keeping. Customer will conduct and document testing and provide evidence of the same to the City upon request:

a. *Annual Testing.* Annual test results that verify Project compliance with all Applicable Standards and manufacturer recommendations for all interconnection relays and disconnect devices. Customer and testing entity must sign all test results. City, in its sole discretion, may disconnect the Project if the annual inspection is not tendered as stipulated above or if the annual inspection identifies deficiencies, in addition to any other remedy available to the City at law or equity.

b. *Preservation of Records.* Customer will preserve records that document testing, and the results thereof, for two years following the testing.

- 4.4 System Protection. Customer will not operate the Project in such a manner that could compromise or adversely affect the quality of electric service to other customers on the System. Customer will ensure the Project operations meet minimum requirements listed in Appendix A attached, with particular emphasis on requirements listed below:

a. *Voltage.* Customer will operate the Project within Range A of ANSI Standard C84.1-2006. When operating at 480 volt service as planned for the Project, this voltage level is

456 volts to 504 volts per the ANSI standard. Customer must install and maintain voltage regulating equipment to trip the Project if voltage exceeds 504 volts prior to step-up and to ensure stable excitation levels with negligible hunting (less than 2% of nominal phase current).

b. *Flicker*. Customer will not operate the Project in such a manner as to cause voltage flicker in excess of the visible flicker limit defined by IEEE 1453 when measured at the primary terminals of the interfacing transformer while connected in parallel with the System.

c. *Frequency*. Customer will install and continuously use a utility grade precision over/under frequency relay calibrated to trip at frequency excursions exceeding plus/minus 0.25 Hz for greater than 10 electrical cycles on a 60 Hz base while operating in parallel with the System.

d. *Power Factor*. Customer will employ an automatic means of reactive power regulation while operating in parallel with the System. The Project must, at all times, be capable of operating within the range of 0.9 lagging to 0.9 leading power factor as required by City. Leading power factor shall not be used for voltage regulation or other purposes except by written permission from City.

e. *Harmonics*. Customer will cause the Project to maintain total current harmonic distortion at a level less than or equal to five percent (5.0%) or as specified by the applicable standard listed in Appendix A. Total voltage harmonic distortion shall not exceed 5.0%, with a limit of 3.0% on any individual harmonic, or as specified by the applicable standard listed in Appendix A.

f. *Stability*. Customer will cause the Project to maintain a stable output level with no noticeable hunting exhibited while operating in parallel with the System. In the event a System instability condition arises due to the Project, Customer shall immediately take measures to rectify the source of instability.

4.5 Synchronization. Customer will provide proper synchronizing of the Project. Synchronizing equipment shall be capable of matching System frequency prior to breaker closure within plus/minus 0.05 Hz and plus/minus 10 electrical degrees phase angle prior to paralleling breaker closure. Voltage shall be matched within plus/minus 4%.

4.6 Safety. Customer will not permit any person to operate the Project in a manner that presents the potential for harm to any person or property. Under no circumstances shall the Project be used or be capable of energizing a de-energized (dead) System circuit.

a. *Disconnect*. Customer will install and maintain positive means of disconnecting and locking out the Project with a visible air-gap to ensure safety of all persons, including City employees, during line maintenance. The disconnection may be accomplished via a lockable air-break disconnect, a lockable drawout circuit breaker, or other method approved by the City.

b. *Protective Relaying.* Customer will install and maintain: (i) protective relaying approved by the City in order to prevent islanding (a situation whereby the Owner's loads and generation remains connected to the bus); or (ii) equipment packages design for interconnected operation that have been certified by a nationally recognized testing and certification laboratory for continuous utility interactive operation meeting the applicable Codes and Standards listed in Appendix A.

c. *Self-certification.* Customer must certify that required manual disconnect switching has been installed properly; that the Project has been installed in accordance with the manufacturer's specifications; and that the installation meets all applicable safety, power quality, and interconnection requirements established by the National Electrical Code, the National Electrical Safety Code and the Institute of Electrical and Electronics Engineers. Three methods are available:

i) Verification provided by a qualified independent electrical engineer licensed to practice in Arkansas.

ii) An equipment package shall be considered certified for interconnected operation if it has been certified by UL-1741, IEEE 1547, and meets all other applicable Standards listed in Appendix A.

iii) Provide documentation that the equipment package used for interconnected operation has been certified by a nationally recognized testing and certification laboratory, and provide verification that the vendor has been certified, and that the distributed generation facility which has been installed is in compliance with the requirements established by Underwriters Laboratories or other national testing laboratories and meets the Codes and Standards listed in Appendix A.

d. *Permits.* Customer will submit to the City a signed copy of all pertinent jurisdictional approvals (i.e., permit) demonstrating compliance with all applicable federal, state and county/city regulations.

e. *Right of Self-Protection.* City may automatically or manually disconnect and lockout the Project without prior notice whenever, in NLRED's determination, the Project is being operated in a manner that is unsafe or violates this Agreement. The interconnection will remain open until corrective action is taken and suitable testing is completed. This remedy shall be in addition to any other remedy available to NLRED at law or equity.

Section 5 – Change in Installation

5.1 Customer will notify City in writing thirty (30) days prior to making any change affecting the characteristics, performance, or protection of the Project.

- 5.2 If any modification to the Project creates or has created conditions which may be unsafe or adversely affect the System, the Customer shall immediately correct such conditions or be subject to immediate disconnection from the System.
- 5.3 City may require Customer to submit a new application process for any significant modification.

Section 6 - Compliance

Customer will comply with all applicable laws, rules and regulations, including but not limited to federal law, standards established by NERC or any agency thereof, and the laws of the state of Arkansas. The interconnection and services provided under this Agreement will at all times be subject to the terms and conditions set forth in the City's tariff schedules, ordinances, and regulations as applicable to electric service provided by City, which tariffs and rules are hereby incorporated into this Agreement by reference.

Section 7 - Access

- 7.1 As a condition of remaining connect to the System, Customer must permit City to enter upon the Customer's property for the purposes of testing, operating the disconnect switch, reading or testing the metering equipment, maintaining right-of-way or other Project equipment and/or City service requirement. Such entry onto the Customer's property may be without notice.
- 7.2 If Customer erects or maintains locked gates or other barriers, Customer shall furnish City with convenient means to circumvent the barrier for immediate full access for the above-mentioned reasons.

Section 8 – Indemnification; Liability Limitation

- 8.1 **Duty to Indemnify.** CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS OFFICERS, EMPLOYEES AND AGENTS, FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, PENALTIES, 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 8.2 BELOW), RESULTING FROM OR ARISING OUT OF THE PROJECT OR ANY COVENANT OR PROVISION OF THIS AGREEMENT.
- 8.2 **Immunity Preserved.** Customer understands that this Agreement does not waive or modify the City's governmental immunity under the laws of the State of Arkansas, including without limitation, tort immunity, legislative immunity and qualified immunity. City reserves the right to raise immunity defenses in any case as appropriate.

- 8.3 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.**
- 8.4 Notice of Indemnity. The City shall notify the Customer promptly of any claim under this Section 8. The Parties agree to cooperate in the defense of any claim brought under this section, the extent such cooperation is reasonably possible. 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 9 - Term; Termination

- 9.1 Term. 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.
- 9.2 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 10 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.

- 9.3 New Rate or Standard. Customer may, upon the establishment of any new rate or standard by City that is applicable to the Project, terminate this Agreement in lieu of the new rate or standard.

Section 10 - Default

- 10.1 Default. The failure of a Party to perform any material duty imposed upon that Party by this Agreement will 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**.”
- 10.2 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.
- 10.3 Opportunity to Cure. If, within the applicable period described in Section 10.2 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 will be inoperative and the Defaulting Party will 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 10.4 hereof.
- 10.4 Rights upon Default. After providing notice and an opportunity to cure as provided above, the Non-Defaulting Party will have the right (but not the obligation) to terminate this Agreement by giving written notice to the Defaulting Party.
- 10.5 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.

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

Section 11 – Authorizations

- 11.1 This Agreement shall not be effective unless and until approved by the City Council of North Little Rock.
- 11.2 Subject to the Section 11.1, 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 12 - Miscellaneous

- 12.1 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.
- 12.2 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 a duration less than 30 days.

- 12.3 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.
- 12.4 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.
- 12.5 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.
- 12.6 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.
- 12.7 Amendment; Assignment. 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, 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.
- 12.8 Notices. Any notice or communication required hereunder 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 Customer:

L'Oreal USA
Attention: Director of Engineering
11500 Maybelline Road
North Little Rock, AR 72117

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

FOR CITY:

By: _____

Name: Joe A. Smith

Title: Mayor

Date: _____

FOR CUSTOMER:

By:  _____

Name: ERIC FOX

Title: PLANT MANAGER

Date: 4/24/17

APPENDIX A

CODES AND STANDARDS

1. **IEEE 1547™ et al (2008)** Standard for Interconnecting Distributed Resources with Electric Power Systems as adopted and successor or related IEEE-approved standards
2. **UL 1741** Inverters, Converters, and Controllers for Use in Independent Power Systems
3. **IEEE Std 929-2000** IEEE Recommended Practice for Utility Interface of Photovoltaic (PV) Systems
4. **NFPA 70 (2011)**, National Electrical Code
5. **IEEE Std C37.90.1-1989 (R1995)**, IEEE Standard Surge Withstand Capability (SWC) Tests for Protective Relays and Relay Systems
6. **IEEE Std C37.90.2 (1995)**, IEEE Standard Withstand Capability of Relay Systems to Radiated Electromagnetic Interference from Transceivers
7. **IEEE Std C37.108-1989 (R2002)**, IEEE Guide for the Protection of Network Transformers
8. **IEEE Std C57.12.44-2000**, IEEE Standard Requirements for Secondary Network Protectors
9. **IEEE Std C62.41.2-2002**, IEEE Recommended Practice on Characterization of Surges in Low Voltage (1000V and Less) AC Power Circuits
10. **IEEE Std C62.45-1992 (R2002)**, IEEE Recommended Practice on Surge Testing for Equipment Connected to Low-Voltage (1000V and Less) AC Power Circuits
11. **ANSI C84.1-2006** Electric Power Systems and Equipment – Voltage Ratings (60 Hertz)
12. **IEEE Std 100-2000**, IEEE Standard Dictionary of Electrical and Electronic Terms
13. **NEMA MG 1-1998**, Motors and DGen Resources, Revision 3
14. **IEEE Std 519-1992**, IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems
15. **IEEE Std C62.42-1992(2002)**, IEEE Recommended Practice on Surge Testing for Equipment Connected to Low Voltage (1000V and Less) AC Power Circuits

APPENDIX A

CODES AND STANDARDS

16. **ANSI/IEEE Std 446-1995**, Recommended Practice for Emergency and Standby Power Systems for Industrial and Commercial Applications
17. **ANSI/IEEE Std 142-1991**, IEEE Recommended Practice for Grounding of Industrial and Commercial Power Systems – Green Book
18. **ANSI/IEEE C2-2012**, National Electric Safety Code (NESC)
19. **IEEE Std. 1453 – 2004**, IEEE recommended Practice for Measurement and Limits of Voltage Fluctuations and Associated Light Flicker on AC Power Systems