|  |  |  |
| --- | --- | --- |
| (N) |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| (N) |  |  |

|  |
| --- |
| SCHEDULE NO. 75 |
| **Equipment Lease Service (Continued)** |

5. **Lease Terms and Conditions (Continued):**

**Lease Terms and Conditions**

10. **Transfer of Premises**.

1. If the Premises where the Equipment is located is sold or otherwise transferred, Customer must (a) notify PSE no later than thirty (30) days prior to such sale or transfer and (b) either (i) exercise the Option to purchase the Equipment by delivering to PSE an Option Notice or (ii) provide notice to the buyer or transferee (the “Buyer”), and such Buyer, PSE and Customer must enter into an assignment of this Agreement to the Buyer. PSE will be under no obligation to execute an assignment of this Agreement with the Buyer of the Premises if such Buyer does not qualify to participate in PSE’s Equipment lease program. If the Buyer does not so qualify, the Customer must exercise its Option to purchase the Equipment prior to the transfer or sale of the Premises. For Commercial Leases only, if the Premises are being sold, Customer may assign its Option to Purchase to the Owner of the Premises, and the Owner may exercise the option to purchase the Equipment in connection with the sale or transfer of the Premises.
2. Customer may not assign the Agreement or its interest in the Equipment without the prior written consent of PSE. In the event Customer fails to notify PSE of a sale or transfer of the Premises, PSE may, without Customer’s prior written consent, (i) terminate this Agreement, (ii) declare all remaining obligations under this Agreement immediately due and payable, and (iii) enter the Premises and remove the Equipment. In addition, subject to all applicable laws and regulations, Customer shall be responsible for reimbursement to PSE for all removal costs and other expenses associated with the early termination of the Lease. Customer will further indemnify PSE from and against any and all losses, damages, injuries or liabilities arising from Customer’s breach of this paragraph 10.