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| SCHEDULE NO. 451 |
| LARGE CUSTOMER RETAIL WHEELING |
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1. **SCHEDULE 451 SERVICE AGREEMENT** (Continued)
2. General Rules and Provisions. (Continued) Except as provided in Section 14 of this Schedule, Customers shall have all rights of redress before the Commission that are normally accorded the Company’s Customers regarding these general tariff provisions.
3. Location Shut-Down. Upon written notification by the Customer to the Company that the Customer has permanently ceased all operations at a Location, Customer shall have the right to terminate service under the Schedule 451 Service Agreement as to such Location, effective at the end of the first full calendar month following the Company’s receipt of written notice of such shut-down, subject to payment of any remaining costs for Dedicated Facilities serving such Locations identified in the Schedule 451 Service Agreement and subject to payment of any amounts owed under the OATT.
4. Successors and Assigns. Unless otherwise provided in this Schedule, each Schedule 451 Service Agreement shall be binding upon and shall inure to the benefit of the Company and Customer and their respective successors, assigns, purchasers, and transferees.
5. Confidentiality. The Company and Customer shall each use reasonable efforts to not disclose to third parties (other than the Power Supplier) any information or documents furnished by the Company or Customer to the other that are confidential or proprietary to the furnishing party, if and to the extent that such information and documents are conspicuously marked as confidential or proprietary when furnished. The foregoing provisions of this Section shall not apply to (A) any information or documents which are in the public domain, known to the receiving party prior to receipt from the other party, or acquired from a third party without a requirement of protection; (Continued)

(Continued on Sheet No. 451-K)