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

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

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

**Lease Terms and Conditions**

5. **Customer’s Representations and Warranties (COMMERCIAL ONLY).** Customer represents and warrants to PSE as follows:

1. Customer represents that he/she/it is the owner of the premises where the Equipment will be installed (the “Premises”) or holds a valid leasehold interest in such Premises and has the authority to enter into this Agreement and allow for the installation of the Equipment on the Premises. If Customer holds a valid leasehold interest, Customer agrees to obtain the consent of the owner of the Premises prior to executing the Agreement and will provide PSE evidence of the same. Customer hereby acknowledges and agrees that during the term of this Agreement PSE is and will remain the owner of, and holds legal title to, the Equipment. The Customer will not acquire by virtue of this Agreement any right, equity, title or interest in or to the Equipment, except the right to use the same under the terms hereof. Customer will not pledge or encumber the Equipment in any way, and will keep the Equipment free and clear of all liens, attachments, charges or encumbrances.
2. Customer acknowledges that PSE is legally permitted to, and at its sole discretion may, file a fixture filing in the real estate records of the county where the Equipment is installed to protect its ownership interest in the Equipment, and Customer agrees to promptly provide PSE upon request any information required in order for PSE to make such filing, including, without limitation, a legal description for the Premises. In addition, in the event this Agreement is determined to be a security agreement, to protect PSE’s rights in the Equipment Customer hereby grants to PSE a security interest in the Equipment and all proceeds and products thereof, and authorizes PSE to cause this Agreement, or any statement or other instrument in respect of this Agreement showing the interest of PSE in the Equipment (including a Uniform Commercial Code financing statement) to be filed or recorded to protect PSE’s interest therein.

(Continued on Sheet No. 75-K)