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

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

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

**Lease Terms and Conditions**

8. **Equipment Replacement**.

1. **Equipment failure during the Lease Term**. If the Equipment fails to operate in accordance with the manufacturers’ specifications and operation instructions during the Lease Term, and the failure is not due to Customer’s operation of the equipment in violation of this Agreement, or as a result of causes or conditions that are external to the Equipment and not under PSE’s control, including, without limitation, damage caused by third-parties, fires, explosions, earthquakes, drought, tidal waves or floods, then at Customer’s request and option (i) PSE will replace the Equipment with identical or similar equipment or (ii) the Customer may terminate this Agreement upon delivery of written notice to PSE without further liability, other than for payment of any lease payments due and owing through the date of termination. If the Customer chooses replacement Equipment, such replacement will be made as soon as is commercially reasonable after PSE is notified by Customer. Upon installation of the replacement Equipment, this Agreement will continue without modification.

 (Continued on Sheet No. 75-R)