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| SCHEDULE 448 |
| **POWER SUPPLIER CHOICE** (Continued) |

12.2.1 metering has been installed as specified in this Schedule or the Schedule 448 Service Agreement;

12.2.2 the Company shall have entered into one or more Buy/Sell Supply Contracts with one or more Power Suppliers in accordance with the terms of this Schedule; and

12.2.3 Customer and the Company shall have each duly executed and delivered a Schedule 448 Service Agreement in substantially the form attached to this Schedule;

12.2.4 Customer shall have performed and complied with all the terms and conditions of this Schedule and the Stipulation to be complied with and performed by Customer at or before the commencement of service as provided in this Schedule.

12.3 Assignment or Liquidation of Buy/Sell Supply Contracts Upon Termination of Term. Upon any termination of the Term of a Customer’s Schedule 448 Service Agreement pursuant to the section entitled “Facility Shut-Down”, any then existing rights and obligations of the Company under any Buy/Sell Supply Contract for such Customer shall at the Company’s option be (i) assigned to and assumed by such Customer or (ii) liquidated by the Company by comparing

1. the Power Supply Charge that would be incurred by the Company under such Buy/Sell Supply Contract during its then remaining Term, to
2. the cost that would be incurred to purchase quantities of power equivalent to those available under such Buy/Sell Supply Contract during its then remaining Term, based on prices either quoted by a bona fide third-party offer or which are reasonably expected would be available in the market under a replacement contract for such then remaining Term for the transaction quantities under such contract.

Upon any such liquidation, Customer shall pay to the Company any net amount by which the costs of item (A) above exceed the value of item (B) above, or, the Company shall reimburse Customer any net amount by which the costs of item (A) above are less than item (B) above.