

PRESCRIPTIVE LIGHTING INCENTIVES APPLICATION

CUSTOMER INFORMATION								
Company Name			Contact Person			Title		
Mailing Address				Pepco Electric Account Number at the Project Site				
City	State	Zip	Telephone No	Fax	Email			
<input type="checkbox"/> Corporation		<input type="checkbox"/> LLC		<input type="checkbox"/> Partnership		<input type="checkbox"/> Individual Proprietorship		<input type="checkbox"/> Not-for-Profit
							Federal Tax ID Number	
PROJECT SITE INFORMATION								
Project Type: <input type="checkbox"/> New Building or Renovation			<input type="checkbox"/> Early Equipment Replacement			Expected Completion Date		
<input type="checkbox"/> Failed/Degraded Equipment Replacement								
<input type="checkbox"/> Office	<input type="checkbox"/> Retail	<input type="checkbox"/> School	<input type="checkbox"/> University	<input type="checkbox"/> Religious	<input type="checkbox"/> Grocery	<input type="checkbox"/> Restaurant	<input type="checkbox"/> Lodging	
<input type="checkbox"/> Industrial	<input type="checkbox"/> Warehouse	<input type="checkbox"/> Health	<input type="checkbox"/> Multifamily	<input type="checkbox"/> Other _____				
Project Address			City/Town		MD/DC	Zip		
Contractor/Vendor Name		Contact Person		Telephone Number(s)		Email		
Contractor/Vendor Address		City/Town, State			Zip	Federal Tax ID Number		
EQUIPMENT INFORMATION								
<p>Qualifying lighting equipment eligibility criteria and incentive amounts are listed in the table on the second page of this form and in specified notes. Note the terms and conditions on the last page of this form. All applications must be accompanied by a Lighting Calculations Workbook that is available from the Program Office, or may be downloaded from the Program website. The Workbook enables the measure savings and total project incentive to be calculated in a consistent manner. Transfer the Total Incentive amount calculated in the Workbook to the space below. Program pre-approval is required – do not purchase or install any equipment until you are notified that the proposed project is approved. Keep a copy of all submitted documents</p>								
Enter Total Incentive From Lighting Calculations Workbook						\$		
CUSTOMER AGREEMENT								
<p>I have read and agree to the Terms and Conditions on the last page of this Application. I am an owner or an employee authorized to sign on behalf of the Customer listed above, and represent that all information provided within is true and correct. Note: Electronic submission is encouraged. A pdf or facsimile signature is acceptable and will have the same force and effect as an original signature.</p>								
Authorized Representative (<i>please print</i>)			Title			Date		
Signature					Payment to: <input type="checkbox"/> Customer <input type="checkbox"/> Contractor			
ADMINISTRATIVE USE ONLY								
Project #			Date Rec'd		Pre-Approved	Date		
Pre-Insp. Req'd. <input type="checkbox"/>			Pre-Insp. Compl'd. <input type="checkbox"/>		By:	Date		
Proj. Compl'd. <input type="checkbox"/> Date		Post-Insp. Req'd. <input type="checkbox"/>		Post-Insp. Compl'd <input type="checkbox"/>		By:	Date	
Proj. Rep. Appr'l: _____			Date		Pgm. Mgr. Appr'l: _____		Date	

Return Completed Form to:

Pepco Commercial & Industrial Energy Efficiency Program

c/o Lockheed Martin, 2275 Research Boulevard, MS-8N, Rockville, MD 20850

Phone: 301-519-5383 | Facsimile: 301-519-6333 | email: PepcoEnergyEfficiency@lmbps.com | web: www.pepco.com/business

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ELIGIBLE MEASURES AND INCENTIVES: (SEE GENERAL PROVISIONS AND NOTES BELOW)

Fixture Category	Lighting Equipment	Also New Construction	Notes	Incentive
Section I: New Fixture Replacing Existing Fixture				
LN1	New ENERGY STAR CFL Fixture	No	1	\$25
LN2	New ENERGY STAR CFL Fixture with Dimmable Ballast	No	1, 2	\$40
LN3	New LED Exit Sign	No	3	\$25
LN4	New Fixture with HPT8 Lamps & Ballasts or T5/T5HO Lamps and Ballasts, (1 or 2, 4-ft Lamps)	Yes	4, 5, 7, 10	\$25
LN5	New Fixture with HPT8 Lamps & Ballasts or T5/T5HO Lamps and Ballasts, (3 or 4, 4-ft Lamps)	Yes	4, 5, 7, 10	\$30
LN6	New Fixture with HPT8 Lamps & Ballasts or T5/T5HO Lamps and Ballasts, (6 or 8, 4-ft Lamps)	Yes	4, 5, 7, 10	\$40
LN7	New Fixture T8 Lamps & HPT8 Ballasts or T5/T5HO Lamps and Ballasts (1 or 2, 2-ft, 3-ft and U-Bend Lamps)	Yes	5, 6, 7, 10	\$25
LN8	New Fixture T8 Lamps & HPT8 Ballasts, or T5/T5HO Lamps and Ballasts (3 or 4, 2-ft and 3-ft Lamps)	Yes	5, 6, 7, 10	\$25
Section II: Relamp & Reballast of Existing Fixture				
LR1	Relamp & Reballast with HPT8 Lamps & Ballasts (Existing 1 & 2, 4-ft Lamp Fixtures)	No	4, 8	\$15
LR2	Relamp & Reballast with HPT8 Lamps and Ballasts (Existing 3 & 4 Lamp 4-ft Fixtures)	No	4, 8	\$25
LR3	Relamp & Reballast with HPT8 Lamps and Ballasts (Existing 6 & 8 Lamp 4-ft Fixtures)	No	4, 8	\$35
LR4	Relamp & Reballast with T8 Lamps and HP Ballasts (Existing 1 & 2 Lamp 2-ft and 3-ft Fixtures and U-Bend Lamps)	No	6, 8	\$10
LR5	Relamp & Reballast with T8 Lamps and HP Ballasts (Existing 3 & 4 Lamp, 2-ft and 3-ft Fixtures)	No	6, 8	\$15
LR6	Probe-Start to Pulse-Start Metal Halide – > or = 150W	No	18	\$35
Section III: De-lamp/Retrofit of Existing Fixture				
LD1	De-lamp/Retrofit with HPT8 Lamps and Ballasts and Retrofit Kit (Existing 4-ft and 8-ft fixtures with 2, 4-ft lamps or 1 or 2, 8-ft Lamps)	No	4, 9, 22	\$25
LD2	De-lamp/Retrofit with HPT8 Lamps and Ballasts and Retrofit Kit (Existing 4-ft and 8-ft fixtures with 3 or 4, 4-ft or 8-ft Lamps)	No	4, 9, 22	\$40
LD3	De-lamp/Retrofit with HPT8 Lamps and Ballasts and Retrofit Kit (Existing 6 & 8 Lamp, 4-ft Fixtures)	No	4, 9	\$60
LD4	De-lamp/Retrofit with T8 Lamps and HP Ballasts and Retrofit Kit (Existing 2 & 4 Lamp, 2-ft and 3-ft Fixtures)	No	6, 9, 11	\$25
Section IV: Alternative Fixtures				
When installing fixtures in Existing Buildings that do not fit into any of the categories listed above , please enter these fixtures, and the existing fixtures they are replacing, in the Lighting Calculations Workbook in the Alternative Fixtures Section. If these fixtures meet all applicable codes and provide energy savings that would not be achieved effectively (for the application) with fixtures fitting into the categories above, incentives shall be provided based upon the level of energy savings achieved.				
Section V: Lighting Controls				
Fixture Category	Control Equipment	Also New Construction	Notes	Incentive
C1	Occupancy Controls - Wall Mount	No	12 to 14, 19	\$25/Sensor
C2	Occupancy Controls – Fixture Mounted	No	12 to 14, 20	\$25/Sensor
C3	Occupancy Controls - Remote Ceiling Mounted	No	12 to 14, 21	\$75/Sensor
C4	Occupancy Controls – with Step-Dimming Capability	Yes	12 to 15	\$40/Ballast
C5	Daylight Controls – Off / On	Yes	13, 14, 15, 16	\$30/Sensor
C6	Daylight Controls – Continuous or Step-Dimming Capability	Yes	14, 15 17	\$40/Ballast

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GENERAL PROVISIONS:

- » All program-qualified new fixtures, lamps, ballasts, retrofit kits, reflectors and applicable components shall be UL or CSA listed for intended use and be installed in accordance with all governing and building codes and National Electrical Code standards.
- » Program incentives can apply to existing fixtures with Incandescent, Fluorescent T12, T8, CFL and High Intensity Discharge (HID) technologies when being replaced with program-approved lighting technologies, fixtures and components following the program's criteria.
- » T8-to-T8 fixture upgrade replacement or retrofit shall only apply to existing systems having an existing ballast NOT appearing on the Consortium of Energy Efficiency (CEE) "High-Performance" or "Reduced-Wattage" ballast list. Any T8-to-T8 fixture upgrade shall include new Program-qualified lamps and ballasts.
- » A fixture is considered a chassis or housing with an open wire runway from end to end or without wiring obstructions from the lamp socket to a knock-out exit from the fixture.
- » Use of energy efficient lighting technologies and fixture upgrade strategies should be used in conjunction with good lighting design practices as recommended by the Illuminating Engineering Society and ASHRAE to maintain the quality and quantity levels of illumination in an area appropriate for the tasks being performed. A qualified lighting professional can provide assistance with the design, target lighting levels, specific fixture recommendations and lighting component selections.

NOTES:

1. Screw-in CFL lamps excluded. Includes new single or multi-lamp hard-wired CFL fixtures (that are Energy Star compliant) to replace incandescent fixtures only.
2. Includes all CFL fixtures with integral electronic ballasts. Minimum 25 W controlled. Energy Star compliant fixtures only.
3. Must be UL-listed and compliant with current National Fire Safety Codes and Standards and Energy Star criteria.
4. HPT8 - All High-Performance 4-ft T8 lamps and ballasts must appear on the Consortium for Energy Efficiency (CEE) "Qualifying" products list or meet the CEE "High-Performance" or "Reduced-Wattage" specifications. (See the CEE website: www.cee1.org)
5. Fixture shall be a new luminaire of any size, type or style with manufacturer installed program-qualified ballasts. Fixture must be UL or CSA listed for the intended use and have a manufacturer new fixture warranty.
6. New non-CEE listed 800-series T8 lamps must be used in combination with a High-Performance ballast appearing on the Consortium for Energy Efficiency (CEE) "Qualifying" products list or meet the CEE "High-Performance" or "Reduced-Wattage" specifications. (See the CEE website: www.cee1.org)
7. Add \$10.00 to the incentive if the new fixture type is indirect or direct/indirect with a low-glare design.
8. Lamps shall be replaced on a one-for-one basis. All existing ballasts shall be removed from fixture. Existing broken lamp sockets shall be replaced.
9. All retrofit kits shall include lamp socket bracket and sockets and may include a new reflector or ballast cover. Retrofit kits and components shall be UL or CSA listed for luminaire retrofit conversion and be installed in accordance with the National Electrical Code. New lamp socket brackets shall center lamps in fixture. All reflectors shall have a minimum reflectivity of 90% and be included in appropriate retrofits to maintain good lighting quality and illumination.
10. Unless otherwise noted, T5 and T5HO lamps are to be linear mini bi-pin with compatible electronic ballast.
11. Includes existing fixture retrofit replacing T8 U-Bend lamps with new 2-ft T8 linear lamps, retrofit kit and reflector.
12. Must use hardwired passive IR or dual-technology integral or remote mounted sensors. Installations with manual "On" override capability are not eligible.
13. Control incentive per qualified sensor, controller, step or dimming ballast whether integral or remote from the controlled fixture.
14. Fixtures controlled must be Program-qualified CFL, T8, T5, T5HO technology.
15. Each control unit must control at least 175 watts.
16. Each control unit must control at least four Program-qualified HPT8 ballasts or Energy Star CFL fixtures.
17. Each control unit must control at least four Program-qualified HPT8 dimmable ballasts or Energy Star CFL fixtures.
18. Requires replacing existing Probe Start metal halide lamp and ballast with a new Pulse Start lamp and ballast retrofit kit or as a new fixture. Pulse Start ballasts must be Energy Independence and Security Act (EISA) compliant between 150W and 500W unless exempt from compliance under special conditions. Retrofit kit components must be UL or CSA listed for the intended use.
19. Minimum 60 watts controlled per sensor.
20. Minimum 40 watts controlled per sensor.
21. Minimum 120 watts controlled per sensor.
22. Allows the replacement of existing 8-ft T12 or T8 lamps with 4-ft HPT8 lamps and ballasts with retrofit kit, and reflector, if applicable. Proposed fixture must demonstrate energy savings over the existing fixture.

TERMS AND CONDITIONS

1. Program Offer: This application covers products purchased and installed after July 31, 2009 and is not retroactive for products purchased or installed prior to July 31, 2009. Projects must be pre-approved and must be completed within six (6) months of the pre-approval date. Pepco may cancel this application without liability if Customer has (1) not installed the approved project, and has (2) not applied to Pepco for a project extension within six (6) months from the date of Pepco's pre-approval. Within ninety (90) days of installation, Customer must notify Pepco and provide required post-installation documentation as described elsewhere in these Terms and Conditions. Customers who fail to provide timely notification and/or fail to provide required documentation may be denied

incentive payment.

2. ELIGIBILITY: Incentives are available to Pepco commercial, industrial, governmental, and institutional electric customers for the purchase and installation of Qualifying EEMs (as defined in Paragraph 3, below) in the Pepco service territory, subject to these Terms and Conditions.

3. Qualifying EEMs: Prescriptive Electric Efficiency Measures (EEMs) identified in official program materials and site-specific Custom Measures approved by Pepco. Energy efficient equipment or services purchased, contracted for, or installed prior to notice of Program pre-approval are not eligible for program incentives. Technologies that purport to save energy through reduction of voltage or power conditioning are not eligible. EEMs that displace/replace

electrical energy use with another fuel (fuel switching) are not eligible. Unless explicitly pre-approved, EEMs must be new and covered by warranties.

4. OWNERSHIP OF CAPACITY AND/OR ENERGY/ ENVIRONMENTAL SAVINGS CREDITS: a) EEMs purchased and installed in part through incentives provided by this program are the property of the Customer, subject to any limitations contained within these Terms and Conditions. b) Notwithstanding the above, Pepco holds sole rights to any electric system capacity credits and energy or environmental credits that may be associated with EEMs for which incentives were received, and Pepco can dispose of these credits in any manner authorized by applicable law or regulation. c) In no event will activity associated with any

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energy or environmental credits noted in Section 4(b) result in interference with the Customer's ability to operate EEMs as approved in the Program incentive award.

5. PROJECT APPROVAL: a) Pre-approval from Pepco is required for all projects. b) Pepco reserves the right to pre-inspect any project. c) Pepco reserves the right to approve or disapprove any proposed EEMs in its sole reasonable discretion. d) No Project-related equipment may be ordered or installed prior to the date of Pepco's Pre-Approval.

6. PROJECT VERIFICATION: Pepco is not obligated to pay any pre-approved incentive awards until it has performed a satisfactory post-installation verification. If Pepco determines that EEMs were not installed in a manner consistent with the approved application, or if unapproved EEMs were installed, or if the installation was not consistent with generally accepted engineering practices, changes may be required before payment is issued. Pepco will not make payment until it has verified that the Customer has received, as appropriate, final drawings, operation and maintenance manuals, and operator training, and is substantially satisfied with the installation of eligible equipment.

7. INDEPENDENT TESTING: Pepco reserves the right to deny incentives for any EEMs or equipment that have not been favorably assessed or approved by recognized, independent authorities, such as the Underwriter's Laboratory (UL), Intertek ETL, or American Refrigeration Institute (ARI).

8. INCENTIVE AMOUNTS: Prescriptive Incentive payment will be at the rate specified in the table of program criteria and incentives per program year, on this application, verified by Pepco, subject to the following limitations: a) The maximum incentive is \$250,000 per electric account affected per program year and \$500,000 per customer combined for all Incentives, Custom and Prescriptive. b) Individual EEM incentive payments will not exceed 50% of EEM total installed cost. c) **Pepco reserves the right to deny any incentive application that may result in Pepco exceeding its program budget. Cash incentives under the programs are offered on a first-come, first-served basis and are subject to project and Customer eligibility and availability of funds.**

9. EEM COSTS: The Customer must provide copies of all invoices or other reasonable documentation that verify the costs of purchasing and installing the EEMs, including all materials, labor, and equipment discounts. Invoices must indicate a verifiable breakout of all EEMs purchased for installation under this Application.

10. SCHEDULE FOR INCENTIVE PAYMENTS: a) Pepco expects to pay all incentives within 4 weeks after project completion. Project completion requires: (1) submission to Pepco of all documentation; (2) completed installation of the approved EEMs; and (3) Pepco verification and acceptance of (1) and (2) above, all in accordance with the specifications outlined elsewhere in these Terms and Conditions. b) **Pepco reserves the right to apply cash incentives to any of the Customer's unpaid or overdue accounts, whether in DC or Maryland.**

11. MONITORING AND EVALUATION FOLLOW-UP VISITS: Pepco reserves the right to make follow-up visits to Customer's facility during the 36 months following the actual completion date of the project at a time convenient to the Customer, and with at least one-week advance notice. The purpose of the visit(s) is to review the operation of the EEMs for program evaluation purposes, including monitoring their energy performance. The scope of review is limited to determining whether program conditions have been met. The Customer must allow access to the EEMs and related project documentation. Pepco has the right to a refund for incentives paid if, at any time, it learns that the EEMs were not actually and properly installed or were subsequently disconnected within 36 months after installation.

12. CHANGES-TO / CANCELLATION OF THE PROGRAM: a) **Pepco may change the program requirements,**

incentives, or Terms & Conditions at any time without notice, including suspending acceptance of applications or terminating the program. b) In the event of program change, pre-approved applications will be processed to completion under the Terms & Conditions in effect at the time of pre-approval by Pepco. c) Submission of a completed application does not entitle the Customer to program participation.

13. PUBLICITY OF CUSTOMER PARTICIPATION: Pepco reserves the right to publicize a Customer's participation in the program, including information such as: projected project energy savings, the incentive amount, and other information that does not compromise reasonable Customer expectations of confidentiality of proprietary or competitive information. In such instances, Pepco will obtain Customer permission to make such information public.

14. LIMITATION OF LIABILITY AND INDEMNIFICATION: a) Pepco, its officers, directors, employees, affiliates, contractors and agents shall not be liable to the Customer for any direct, special, indirect, consequential or incidental damages or for any damages in tort (including negligence) caused by any activities associated with this program and Customer's participation therein. By participating in this Pepco program, Customer agrees to waive any and all claims, whether arising in contract or tort and to fully release Pepco, its officers, directors, employees, affiliates, contractors and agents from any and all damages, of any kind.

b) The Customer shall protect, indemnify, and hold harmless Pepco, its officers, directors, employees, affiliates, contractors and agents from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorney's fees and expenses) incurred by or assessed against Pepco or its agents arising out of or relating to the performance of this Application, whether arising in contract or tort.

15. NO WARRANTIES: a) **NEITHER PEPCO, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, CONTRACTORS NOR AGENTS ENDORSE, GUARANTEE, OR WARRANT ANY PARTICULAR MANUFACTURER, PRODUCT, CONTRACTOR, TRADE ALLY OR VENDOR, NOR DO ANY OF THE FOREGOING PROVIDE ANY WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PRODUCT OR SERVICE. PEPCO ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, CONTRACTORS AND AGENTS ARE NOT LIABLE OR RESPONSIBLE FOR ANY ACT OR OMISSION OF ANY CONTRACTOR HIRED BY THE CUSTOMER (IF ANY) WHETHER OR NOT SAID CONTRACTOR IS A PARTICIPATING PEPCO "TRADE ALLY." THE CUSTOMER'S RELIANCE ON WARRANTIES IS LIMITED TO ANY WARRANTIES THAT MAY BE PROVIDED BY ITS CONTRACTOR, VENDOR, MANUFACTURER, ETC.** b) **NEITHER PEPCO NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, CONTRACTORS OR AGENTS ARE RESPONSIBLE FOR ASSURING THAT THE DESIGN, ENGINEERING AND CONSTRUCTION OF THE FACILITY OR INSTALLATION OF THE EEMS IS PROPER OR COMPLIES WITH ANY PARTICULAR LAWS, REGULATIONS, CODES, OR INDUSTRY STANDARDS. NEITHER PEPCO NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, CONTRACTORS, OR AGENTS MAKE, AND ARE NOT AUTHORIZED TO MAKE, ANY REPRESENTATIONS OF ANY KIND REGARDING THE RESULTS TO BE ACHIEVED BY THE EEMS OR THE ADEQUACY OR SAFETY OF SUCH MEASURES.**

16. CUSTOMER TAX OBLIGATION: The Customer is responsible for declaring and paying any and all applicable federal, state, and local taxes that may be owed on any Program incentive payment.

17. VENDOR SELECTION: The Customer may select any vendor or contractor to perform the work contemplated by this Application, whether a Pepco "Trade Ally" or not.

However, Pepco reserves the right, in its sole reasonable discretion, to prohibit specific vendors or contractors from program participation.

18. REMOVAL OF EQUIPMENT: The Customer agrees, as a condition of participation in the program, to remove and dispose of the equipment being replaced by the EEMs in accordance with all applicable laws, regulations and codes. The Customer agrees not to reinstall any of this equipment anywhere in the District of Columbia or the State of Maryland, or transfer it to any other party for such installation.

19. MISCELLANEOUS: a) The agreement between the Customer and Pepco is composed of all applicable program forms, supporting documentation, and these Terms and Conditions. b) The Customer acknowledges that the only individuals authorized to bind Pepco under the Pepco program are Pepco staff and authorized agents of Pepco. c) If any provision of the Terms and Conditions is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining Terms and Conditions shall remain in full force and effect in accordance with their terms. d) Resolution of disputes concerning these Terms and Conditions, or any other requirement of this Application or condition of incentive award, shall be governed in all respects by the laws of the District of Columbia. e) In the event of a dispute between the parties which cannot be informally resolved, the following procedure shall apply. (1) **NOTICE OF DISPUTE.** A party shall deliver a written notice ("Dispute Notice") to the other describing the nature and substance of any Dispute and proposing a resolution of the Dispute. (2) **MANAGEMENT NEGOTIATION.** During the first thirty (30) days following the delivery of the Dispute Notice (and during any extension agreed to by the Parties, the "Negotiation Period") an authorized manager of Customer (the "Customer's Manager") and an authorized manager of Pepco ("Pepco's Manager") shall attempt in good faith to resolve the Dispute through negotiations. If such negotiations result in an agreement in principle among such negotiators to settle the Dispute, they shall cause a written settlement agreement to be prepared, signed and dated (a "Management Settlement"), whereupon the Dispute shall be deemed settled, and not subject to further dispute resolution. (3) **ALTERNATIVE DISPUTE RESOLUTION.** (i) Customer and Pepco (1) acknowledge that it is in their best interests to resolve any dispute, claim or controversy arising out of or relating to this engagement letter (any such dispute, claim or controversy, a "Dispute"), in accordance with the dispute resolution procedures set forth herein and (2) agree to use their best efforts so to resolve any such Dispute. Without limitation, such efforts shall include mandatory submission of a Dispute to non-binding mediation. Should such Dispute not be resolved within 90 days after the issuance by one of the parties of a written Request for Mediation (or such longer period as the parties may agree), Pepco and Customer may seek other legal recourse. (ii) Notwithstanding the above, either party may seek injunctive relief to enforce its rights with respect to the use or protection of (1) its confidential or proprietary information or material or (2) its names, trademarks, service marks or logos, in a court of competent jurisdiction in the district of Columbia. The parties consent to the personal jurisdiction thereof and to sole venue therein only for such purposes. f) **PEPCO AND CUSTOMER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT EITHER SUCH PARTY MAY HAVE TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS APPLICATION OR THE TRANSACTIONS CONTEMPLATED BY THIS APPLICATION.**

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