

MASTER LEASE TO OWNERSHIP AGREEMENT XXXXXX

between

UChicago Argonne, LLC

and

(((Vendor)))

INTRODUCTION

This MASTER LEASE TO OWNERSHIP AGREEMENT (Agreement) is made and entered into by and between _____ (Lessor), and UChicago Argonne, LLC. This Agreement is in furtherance of Contract DE-AC02-06CH11357 with the United States Government, (Government), represented by the U.S. Department of Energy, (DOE) for the management and operation of the Argonne National Laboratory (hereinafter called "Argonne") and the performance of certain research and development work.

AGREEMENT

Whereas, UChicago Argonne, LLC has determined that it is necessary to acquire computer equipment in order to perform work at Argonne National Laboratory, and

Whereas, from time to time UChicago Argonne, LLC will define such equipment as necessary for performance of UChicago Argonne, LLC work, and

Whereas, the Lessor has agreed to provide funds for the purchase of equipment to be leased under this Agreement, and

Whereas, the Lessor is willing to lease to UChicago Argonne, LLC equipment that will be identified in accordance with this Agreement; and

NOW, THEREFORE, the parties, in consideration of the exchange of mutual promises contained herein, agree as follows.

1. LEASE OF EQUIPMENT

The Lessor shall lease to UChicago Argonne, LLC, UChicago Argonne, LLC shall lease from the Lessor the equipment mutually determined acceptable for lease under such Lease to Ownership (LTO) Order(s) as shall be executed between UChicago Argonne, LLC and the Lessor under the provisions of this Agreement. Each LTO Order, executed from time to time, shall include individual equipment descriptions, hereinafter referred to collectively as Equipment. UChicago Argonne, LLC will evidence its acceptance of the Equipment by executing and delivering to the Lessor an Acceptance Certificate in a form acceptable to the Lessor.

2. TERM

This Agreement shall become effective upon the Lessor's signature acceptance of a UChicago Argonne, LLC executed Agreement and will expire for the purpose of adding LTO Orders on _____. The term of this Agreement will continue for such time as required to complete UChicago Argonne, LLC obligations to make payments under this Agreement, subject to default and cancellation provisions herein. The term of any payment schedule under this Agreement shall be selected by the UChicago Argonne, LLC and shall be limited in duration to a minimum of ___ months and a maximum of ___ months. The term of each LTO Order added under this Agreement shall begin on the acceptance date for the Equipment, as specified in the Acceptance Certificate, which shall be executed by the UChicago Argonne, LLC and shall continue for the number of months specified in the LTO Order.

Notwithstanding any other provision of this Agreement, and with respect solely to the use of this Agreement for the purpose of adding LTO Orders, the UChicago Argonne, LLC or the Lessor may, upon two weeks notice in writing, terminate this Agreement, at no cost to either party.

3. PAYMENTS

In consideration of the promises and the agreements on the part of the Lessor herein, UChicago Argonne, LLC hereby agrees to pay to the Lessor lease payments for the Equipment after acceptance of the Equipment, in installments and at the times determined for each accepted LTO Order. A Payment Schedule shall be established for each LTO Order based on the purchase price of the corresponding Equipment, adjusted for accrual of progress payments. Each Payment Schedule shall be established based on a simple amortization schedule calculated to repay the adjusted purchase price during the period of the specified term. The first payment due date for the Equipment accepted and for which the Lessor has tendered payment shall be the first day of the month after the month following the date of acceptance.

Based upon the purchase price for each LTO Order, the UChicago Argonne, LLC hereby agrees to make lease payments in accordance with the Payment Schedules, payable in arrears. The Payment Schedules for each LTO Order shall show the Option Payment, which is the outstanding balance (which shall be simply calculated without the addition of prepayment penalties or fees) for each payment period. UChicago Argonne, LLC shall make all payments at the address of the Lessor, set forth below, or at such other address as the Lessor may, from time to time, designate in writing. The time of payment shall be of the essence in this Agreement.

(((Vendor)))
Attention: _____

If any lease payment is not paid within 10 days of the due date, on the 11th day, interest shall accrue on the late payment, until paid, at the lease rate specified for the corresponding Payment Schedule. The Lessor shall invoice UChicago Argonne, LLC at least 30 days prior to the due date of the current lease payment for each active LTO Order.

In the event UChicago Argonne, LLC elects to make payments, other than purchase option payments described in Section 4 below, in addition to scheduled lease payments, such payments shall either reduce the amounts of subsequent lease payments, be applied against future individual lease payments, or reduce the term of the selected LTO Order, or any combination of these actions, as mutually agreed between the Lessor and UChicago Argonne, LLC.

4. PURCHASE OPTION

UChicago Argonne, LLC is hereby given the option (provided UChicago Argonne, LLC is not in default in the performance of any of its obligations hereunder) to purchase the Equipment under any LTO Order at any time after acceptance of the Equipment by paying the Option Payment related to the last completed lease payment of the corresponding Payment Schedule, plus a per diem charge for payments received after the due date reflected on that Schedule, plus any outstanding late charges. The per diem rate will be based on the lease rate stated in the corresponding Payment Schedule and calculated on a 360 day per year basis.

UChicago Argonne, LLC shall exercise such option to purchase the Equipment by notifying the Lessor of the UChicago Argonne, LLC intention to do so, in writing, not less than 30 days before the proposed purchase date. Such notice may be delivered or mailed to the Lessor's office as set forth below.

(((Vendor)))
Attention: _____

The Lessor shall keep UChicago Argonne, LLC advised of any change of the Lessor's address for the purpose of such notice.

5. DEFAULT

The Lessor shall provide the UChicago Argonne, LLC Procurement Representative with written notice of any defaults or non-performance before the Lessor's default rights are exercised.

UChicago Argonne, LLC shall be in default upon the occurrence of any one of the following events: failure to pay the lease payments, or any additions thereto, within 10 days of the due date thereof except for cancellation in accordance with Section 8; failure to observe or perform any other term, condition or covenant of the Agreement and such failure shall continue for a cure period of 30 days after notice; if UChicago Argonne, LLC ceases the

conduct of active business; if a receiver or trustee shall be appointed for UChicago Argonne, LLC or any of UChicago Argonne, LLC assets or properties; if any of the Equipment shall be attached, levied upon, encumbered, pledged, seized or taken under any judicial process and such proceedings shall not be vacated, or fully stayed, within 20 days thereof; if UChicago Argonne, LLC shall make an assignment for the benefit of creditors; institute or have instituted by, for or against it any bankruptcy, reorganization, arrangement or insolvency proceedings; or become unable or admit in writing its inability to pay its debts as they become due; or if any warranty or representation made or furnished to the Lessor by or on behalf of UChicago Argonne, LLC which shall be, or which shall be proven to have been knowingly, false in any material respect when made or furnished.

Upon any event of default, and at any time following the cure periods above during which the defect has not been cured or from time to time thereafter, the Lessor may, at its option and after notice to, or demand upon, UChicago Argonne, LLC declare due and payable the aggregate amounts of any lease payments, including any late charges thereon, and any other sums that are then accrued and unpaid and any amounts specified herein as items of additional rent, which shall be accrued and owing. The Lessor shall have the further right to terminate all or any of UChicago Argonne, LLC rights under the Agreement and thereupon UChicago Argonne, LLC shall forthwith surrender and return the Equipment of any such terminated LTO Order to the Lessor. Lessor may enter any premises where the Equipment may be located only with the consent of UChicago Argonne, LLC Security Officer (in conformance with all security regulations and requirements of the DOE, which shall not be unreasonably withheld), and take immediate possession of the Equipment without court order or other process of law, in which event the Lessor shall not be liable for damages resulting from any such entry and repossession except for any willful or gross negligence of the Lessor. For each day that UChicago Argonne, LLC fails to return any item of Equipment, Lessor may charge an amount equal to the periodic lease payment, prorated on the basis of a 30 day month. All of the Lessor's rights and remedies herein are cumulative and may be exercised concurrently or separately. These rights afforded the Lessor shall be in addition to any rights or remedies available in law or at equity.

Lessor shall be in default under this Agreement upon the occurrence of any of the following events: (i) Lessor breaches UChicago Argonne, LLC's right of quiet enjoyment (except in an instance where UChicago Argonne, LLC is in default under this Agreement), and Lessor is unable to remedy such breach with thirty (30) days of UChicago Argonne, LLC's written notice to Lessor thereof; (ii) Lessor fails to perform any other provisions or violates any of its covenants or representations under this Agreement and such failure or breach shall continue for a period of thirty (30) days after written notice is received by Lessor from UChicago Argonne, LLC; (iii) Lessor makes an assignment for the benefit of creditors, or consents to the appointment of a trustee or receiver, or if either shall be appointed for Lessor or for a substantial part of its property without its consent; or (iv) any petition or proceeding is filed by or against Lessor under any Federal or State bankruptcy or insolvency code or similar law and, if such petition is involuntary, it is not dismissed within sixty (60) days after filing thereof. If Lessor is in default under this Agreement UChicago Argonne, LLC's exclusive rights and sole remedy hereunder, at its option shall be to terminate this Agreement and return the items of equipment to the Lessor and to recover damages arising out of such

default from Lessor, and all reasonable and necessary expenses, including reasonable legal fees, incurred in connection therewith.

6. TAXES

UChicago Argonne, LLC shall, subject to the below listed conditions, reimburse the Lessor for all license fees, assessments, and sales, use, property and other taxes lawfully imposed during the term hereof upon any Equipment by any state, federal or local government, based upon the ownership, leasing, renting, sale, possession or use of the Equipment, together with any penalties or interest in connection therewith not due to the fault or negligence of the Lessor excepting state, federal, or local taxes or payments in lieu thereof imposed upon or measured by the income of the Lessor.

All sums reimbursed to the Lessor under this Section shall be remitted by the Lessor to the appropriate taxing agency and shall fully discharge the UChicago Argonne, LLC obligations as provided in this Section. The rights under this Section 6 shall survive until such time as claims by the applicable taxing authority are barred by the applicable Statute of Limitations.

The Lessor agrees to cooperate with UChicago Argonne, LLC and do all acts reasonably necessary and appropriate to secure and maintain any available tax exemption of the property leased hereunder.

Conditions

- A. UChicago Argonne, LLC shall have the right to conduct all administrative and judicial proceedings with respect to the charges to be reimbursed pursuant to this paragraph or, at its option, UChicago Argonne, LLC shall have the right to direct such a defense and bear the costs thereof.
- B. No reimbursement shall be made if: the Lessor or its assignee makes any agreement without UChicago Argonne, LLC consent with the applicable taxing authority in the course of settlement, compromise or negotiation that was known, or that reasonably should have been known, by the Lessor or its assignee, to impair or foreclose the effective exercise by UChicago Argonne, LLC of its rights under subparagraph A, above; or the Lessor or its assignee fails to cooperate fully with UChicago Argonne, LLC at the UChicago Argonne, LLC expense in any proceeding undertaken or directed in accordance with subparagraph A., above, including but not limited to, personnel availability for interviews, affidavits, testimony and/or consultation, and document availability for inspection and/or copying relating to this Agreement, including those accounting records describing the treatment of funds provided UChicago Argonne, LLC pursuant to this Agreement.
- C. The Lessor and its assignee shall use commercially reasonable efforts to refer all inquiries regarding the use and location of the Equipment subject to this Agreement to UChicago Argonne, LLC.

- D. The Lessor and its assignee shall use commercially reasonable efforts to give prompt written notice to UChicago Argonne, LLC of any inquiry or notice regarding the charges to be reimbursed pursuant to this paragraph from the applicable taxing authority whether written or oral.
- E. No reimbursement shall be made for penalties if such penalties are assessed against the Lessor for any reason other than the failure to file returns, on the advice of UChicago Argonne, LLC, with the applicable taxing authority and pay any charges assessed in accordance with law. None of the preceding conditions shall be deemed waived by UChicago Argonne, LLC unless such a waiver expressly references this paragraph, is in writing, and is signed by UChicago Argonne, LLC.

7. TITLE

Upon acceptance of the Equipment under each LTO, the Lessor covenants that it is the sole owner of said Equipment, and that no other person, party, firm or corporation has any right, title, interest in or to same and that, during the term of an LTO Order, said Lessor will not sell or encumber said property, or any interest therein, except subject to the rights given UChicago Argonne, LLC by virtue of this Agreement; and except that the Lessor may sell, assign and transfer its interest in an LTO Order and the property covered hereby to its successors and assigns pursuant to Section 10.

8. NONAVAILABILITY OF FUNDS

The Lessor understands that funding of LTO Orders placed under this Agreement is subject to the future availability of annually appropriated, apportioned, and allotted funds under Contract DE-AC02-06CH11357 or a successor prime operating contract and that this Agreement must be made and administered consistent with 31 United States Code (U.S.C.) 1341 and 41 U.S.C. 11. Accordingly, funding of lease costs for LTO Orders placed under this Agreement shall be provided on a fiscal year basis, subject to a determination by UChicago Argonne, LLC that sufficient appropriated and apportioned funds are available to be allotted for such costs. UChicago Argonne, LLC agrees to give written notice, not later than 30 days after the beginning of each successive fiscal year, indicating that funds for that fiscal year, which may be lawfully applied to an LTO Order, are available. Such funds shall be applied to continue the LTO Order, subject to the availability of funds. In the event that no funds are appropriated and/or apportioned, or a determination is not made by UChicago Argonne, LLC that sufficient funds are available to continue an LTO Order and no written notice of availability of funds is made within the time prescribed, then the affected LTO Order shall end on the last day of the current fiscal year which funding is provided without penalty or expense of any kind to UChicago Argonne, LLC. If funding previously available for an LTO Order is withdrawn during the current fiscal year as a result of budgetary action by the Office of Management and Budget or by Congress, UChicago Argonne, LLC will notify the Lessor of this occurrence and may cancel the LTO Order upon two weeks notice to the Lessor. Such cancellation shall be without penalty to UChicago Argonne, LLC. Upon cancellation of an LTO Order and upon written direction from the Lessor, UChicago Argonne, LLC shall deliver the Equipment to the Lessor within the Continental United States consistent with the terms and conditions of this Agreement.

9. PAYMENT OBLIGATION

Subject only to Section 8 of this Agreement, UChicago Argonne, LLC obligation to make all payments that shall or may become due hereunder, including but not limited to lease payments or other sums due as additional rent, shall not be affected by any defect in condition, operation, fitness for use, damage or destruction of or to the Equipment or any interruption or cessation of use or possession thereof for any reason whatsoever or any insolvency, bankruptcy, reorganization or similar proceedings instituted by or against UChicago Argonne, LLC.

10. ASSIGNMENT

This Agreement or any right, remedy or obligation hereunder is assignable in whole or in part by UChicago Argonne LLC, to the Government or with Lessor's prior written approval, to a successor in interest. This Agreement, and any interest in it, is not assignable by the lessor, in whole or in part, without prior written approval of UChicago Argonne, LLC.

11. POSSESSION OF EQUIPMENT

UChicago Argonne, LLC shall not relinquish its possession of the Equipment nor shall UChicago Argonne, LLC assign (except to a successor in interest as the Government's operating contractor for Argonne National Laboratory or sublet the Agreement, any unit of the Equipment, or any interest in either, unless any such assignee is of equivalent credit rating as UChicago Argonne, LLC or the remaining payments are revised accordingly to account for such change in credit rating, by amendment hereto, and assumes all of the obligations under this Agreement, and the Lessor shall have given its prior written consent, which consent shall not be unreasonably withheld.

12. PASSAGE OF TITLE TO THE GOVERNMENT

Upon completion of the term of the LTO Order, and provided, UChicago Argonne, LLC has complied with all provisions of this Agreement (including Section 3) on its part to be kept and performed, and upon the completion of the payment obligations for each LTO Order, all the right title and interest of said Lessor in and to said Equipment shall automatically vest in and become the property of the U.S. Government, and said Lessor covenants that it will thereupon execute and tender to UChicago Argonne, LLC, for further consideration of one dollar, at UChicago Argonne's request, a bill of sale of all its right title and interest in and to said property as evidence of said transfer of title, anything in this Agreement to the contrary notwithstanding.

Should UChicago Argonne LLC exercise its option to purchase pursuant to Section 4. Purchase Option, title shall transfer to a party to be designated in writing by UChicago Argonne LLC at the time such option is exercised.

13. RISK OF LOSS: DAMAGE TO PERSONS AND PROPERTY

UChicago Argonne, LLC assumes all risk of loss of or damage to the Equipment from any cause whatsoever until the Equipment is returned to the Lessor, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve UChicago Argonne, LLC of the obligation to make lease payments or to perform any other obligation under this Agreement. UChicago Argonne, LLC is self-insured for fire and extended coverage, vandalism and malicious mischief.

This provision in no way relieves UChicago Argonne, LLC to make payments in accordance with Section 9. UChicago Argonne, LLC agrees that the Lessor shall not be liable to UChicago Argonne, LLC for any liability, claim, loss, damage, injury, or expense of any kind or nature caused, or alleged to be caused, directly or indirectly, by the negligence of UChicago Argonne, LLC, its agents, servants and invitees, the inadequacy of any unit of the Equipment for any purpose, any deficiency or defect in any unit of the Equipment, the use or performance of any unit of the Equipment, delays in delivery, failure to deliver, interruption or loss of service in the use or performance of any unit of the Equipment, the seizure of the Equipment by any governmental authority or person, any hostile or warlike action by any governmental authority or person, any insurrection, rebellion, revolution, civil war, usurped power or action taken by any authority against the same, any radiation or radioactive contamination, or any loss of business, profits or other indirect, special or consequential damages, of any nature, whether or not resulting from any of the foregoing.

14. EQUIPMENT TO REMAIN PERSONAL PROPERTY

UChicago Argonne, LLC will not permanently attach the Equipment to any personal or real property and asserts that it will keep the Equipment as personal property and not permit it to become a fixture. All Equipment leased hereunder is and will remain the property of Lessor during the term of this Agreement. The Government shall have no right, title or interest therein except as set forth in this Agreement.

15. INSTALLATION AND USE OF EQUIPMENT

All Equipment shall, at UChicago Argonne, LLC expense, except as provided in purchase orders for the Equipment, be installed, operated and disconnected in accordance with any applicable installation and operation manuals or instructions of the manufacturer of the Equipment, by competent and duly qualified personnel in UChicago Argonne, LLC direct employment or under UChicago Argonne, LLC direct supervision with the assistance, as applicable, of the field service and systems engineering representatives of the manufacturer. UChicago Argonne, LLC agrees to have any installation site prepared in accordance with the manufacturer's installation instructions.

UChicago Argonne, LLC shall retain the Equipment at Argonne unless the Lessor consents, in writing, to its removal. In the event that UChicago Argonne, LLC relocates the Equipment from its Argonne location, UChicago Argonne, LLC agrees that all details of the move shall be arranged and supervised in accordance with manufacturer standards for movement of the Equipment. UChicago Argonne, LLC agrees that UChicago Argonne, LLC will use said

Equipment for the ordinary and sole purpose for which it is designed. It is further stipulated and agreed that, during the term of this Agreement, UChicago Argonne, LLC shall be responsible for and shall pay all charges for upkeep and/or storage of said Equipment and shall make, at its own expense, any and all repairs and supply and pay for any and all materials needed to maintain said Equipment in proper condition.

All repairs, alterations and replacements, which shall include all engineering changes prescribed by the manufacturer, excluding any operating software, shall become the Lessor's property and shall be subject to this Agreement when incorporated into or attached to any unit of the Equipment. UChicago Argonne, LLC shall have the option, upon any return of the Equipment to the Lessor, either to remove any and all attachments and additions, subject to the condition that each unit is restored to its original condition, less normal wear and tear; or to allow such additions and attachments to become the property of the Lessor unless the Lessor shall request that the attachments and additions be removed; in which case the unit for which such request is made shall be restored to its original condition, less normal wear and tear, prior to redelivery to the Lessor.

All costs incurred in connection with the operation of each unit, including but not limited to labor, materials, energy and supplies shall be borne by UChicago Argonne, LLC. All materials, supplies and accessories used to operate the Equipment are to meet the manufacturer's standard specifications.

UChicago Argonne, LLC shall, at UChicago Argonne, LLC sole expense, install, use, operate and maintain the Equipment in good condition and working order, ordinary wear and tear excepted, in full compliance with all applicable laws, ordinances, rules and regulations or of any regulatory or other governmental bodies having jurisdiction; and shall without limiting the foregoing, duly apply for, obtain and maintain in full force and effect all permits and licenses necessary for such installation, use, operation and maintenance, and shall further prepare and timely file, or deliver to the Lessor in time for such filing, if the same may only be filed by the owner of the Equipment involved, any and all applications, certifications and reports required to be filed.

16. MANUFACTURER'S WARRANTY

The Lessor hereby assigns to UChicago Argonne, LLC for and during the Term of any LTO Order, any and all of the manufacturer's warranties, expressed or implied, issued on or applicable to each unit of the Equipment hereunder and hereby authorizes UChicago Argonne, LLC to obtain all warranties and services furnished in connection therewith by the manufacturer. During this Agreement, the Lessor shall execute such documents of assignment as UChicago Argonne, LLC may reasonably request and will otherwise use its best efforts to make available to UChicago Argonne, LLC all of its rights under any of the manufacturer's warranties on the Equipment.

17. NOTICES

All notices shall be in writing and sent by prepaid, overnight, registered or certified mail addressed to the party to whom notice is intended to be given at such address as is specified

herein or such other address as shall have been subsequently given in writing by such party for the purpose of notice. Any notice complying with the above provisions shall be deemed to have been received by such party on the fifth day after deposit in the mail, or if sent by certified mail, the date indicated on the certified mail receipt.

- A. Lessor: At such address as is specified under Section 4, Purchase Option of this Agreement.

- B. UChicago Argonne, LLC: UChicago Argonne, LLC.
Argonne National Laboratory
Attention: Karl D. Duke
9700 South Cass Avenue
Lemont, IL 60439-4873

18. WAIVER BY LESSOR

The Lessor's failure at any time to require strict performance by UChicago Argonne, LLC of any of the provisions hereof shall not waive or diminish the Lessor's right thereafter to demand strict compliance therewith or with any other provisions. In the event UChicago Argonne, LLC fails to comply with any provision of this Agreement, the Lessor shall have the right, but shall not be obligated, to effect such compliance in whole or in part. UChicago Argonne, LLC shall forthwith reimburse any allowable payments and expenses of the Lessor, along with any applicable late charges, as items of additional rent hereunder. No waiver by the Lessor of any of its rights hereunder shall be effective unless express and in writing. No effective waiver by the Lessor of any of its rights shall be effective to waive any other rights. No obligation of the Lessor, except as otherwise specified herein, shall survive the Agreement.

19. WAIVER BY UChicago Argonne, LLC

UChicago Argonne, LLC failure at any time to require strict performance by the Lessor of any of the provisions hereof shall not waive or diminish UChicago Argonne, LLC right thereafter to demand strict compliance therewith or with any other provisions. In the event the Lessor fails to comply with any provision of this Agreement, UChicago Argonne, LLC shall have the right, but shall not be obligated, to effect such compliance in whole or in part. No waiver by UChicago Argonne, LLC of any of its rights hereunder shall be effective unless express and in writing. No effective waiver by UChicago Argonne, LLC of any of its rights shall be effective to waive any other rights. No obligation of UChicago Argonne, LLC except as otherwise specified herein, shall survive the Agreement.

20. MODIFICATION

The Lessor and UChicago Argonne, LLC agree that any modifications or changes to this Agreement hereto must be in writing and must be signed by both parties.

21. QUIET ENJOYMENT

The Lessor covenants that UChicago Argonne, LLC shall have quiet enjoyment of the Equipment during the term of this Agreement so long as UChicago Argonne, LLC is not in default thereunder.

22. RELEASE OF INFORMATION

Information regarding this Agreement or the undertaking or any data developed hereunder shall not be released without UChicago Argonne, LLC Procurement Representative's prior written approval. The name of UChicago Argonne, LLC, Argonne or any of its departments, or the U.S. Government shall not be used in any publications, news releases, advertising, speeches, technical papers, photographs, or other releases of information without UChicago Argonne, LLC Procurement Representative's prior written approval.

23. EQUAL OPPORTUNITY

The Federal Acquisition Regulation clause, FAR 52-222-26, Equal Opportunity (Apr 1984), is incorporated by reference as part of this Agreement.

24. TERMS AND CONDITIONS

In the event of conflict or inconsistency between the terms and conditions herein or UChicago Argonne, LLC documents referenced in this Agreement, the order of precedence shall be as follows.

- The terms and conditions herein.
- Appendices and attachments referenced herein.
- UChicago Argonne, LLC LTO Orders, including their appendices and attachments, executed pursuant to this Agreement.

25. AGREEMENT BINDING

This Agreement shall, in every respect, be binding on the parties hereto, and their respective successors and assigns.

26. INTEGRATION AND GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Illinois.

27. ENTIRETY OF AGREEMENT

This Agreement and all attachments shall constitute the entire agreement concerning the Equipment and shall supersede all other agreements, either oral or written, of the parties with respect to the matters referred to herein, and shall, in every respect, be binding on the parties hereto, and their respective successors and assigns. Any provision of this Agreement found

to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

28. ATTACHMENTS

Sample Lease to Ownership Order

IN WITNESS WHEREOF, the parties hereto have executed this Agreement No. _____ as of the date(s) shown below.

BY: _____
(((Vendor)))

BY: _____
UChicago Argonne, LLC

TITLE: _____

TITLE: _____
Procurements Department

DATE: _____

DATE: _____

Contracts Representative:

Procurement Representative:

Phone Number: () ____-_____
Fax Number: () ____-_____
E-mail: _____

Phone Number: () ____-_____
Fax Number: () ____-_____
E-mail: _____