

**UCHICAGO ARGONNE, LLC**  
OPERATOR OF  
**ARGONNE NATIONAL LABORATORY**  
Bldg. 201 OCF-PRO, 9700 S. Cass Ave., Lemont, IL 60439  
(CONTRACT NO. DE-AC02-06CH11357)

TO:

<b>PURCHASE ORDER NO.</b>		P.O. DATE
F.O.B. TERMS: <b>FOB Destination</b>	BUYER: <b>Erik Schimke</b>	
CASH TERMS: <b>Net 30 days</b>	PHONE: <b>(630)252-1418</b> FAX: <b>(630)252-4517</b>	

This Purchase Order is exempt from Illinois Occupation and Use Taxes and from Manufacturers and Retailers Federal Excise Taxes. The purchase hereunder is for the exclusive use of a nonprofit educational organization registered with the District Director, Internal Revenue Service, Chicago, Illinois under no. 36-73-0120-F, E9936-2058-02.

<b>THE SYSTEM IS ESTIMATED TO BE SHIPPED, DELIVERED, AND ACCEPTED BY ?????? OR SOONER</b>	<b>SELLER'S REFERENCE</b>	<b>OBLIGATED AMOUNT</b>	<b>AWARD AMOUNT</b>
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**THIS PURCHASE ORDER IS SUBJECT TO APPENDIX A TERMS AND CONDITIONS FOR COMMERCIAL ITEMS 10/02/2014, ATTACHED HERETO OR AVAILABLE AT [HTTP://WWW.ANL.GOV/PRO/GENERAL INFORMATION/FORMS.HTM](http://www.anl.gov/pro/general_information/forms.htm) AND MADE A PART HEREOF.**

SHIPPING INSTRUCTIONS		<p>The Contractor hereby recognizes that only the Laboratory Procurement Official is authorized to obligate funds, change the price, and make revisions to the scope of work or any other part of this Purchase Order.</p> <p style="text-align: center;"><b>IMPORTANT</b></p> <p>Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the Procurement Official.</p>	<p>Suppliers and sub-suppliers <b>MUST</b> indicate the Purchase Order Number and Building on all Packages, Lists, Invoices, etc. Also, Item or Control Nos. <b>MUST</b> appear on Invoices.</p> <p style="text-align: center;"><b>Send all invoices to the Accounts Payable, BLDG 201</b> SIGNED FOR THE LABORATORY</p> <p>Digitally Signed By: Erik Schimke, Procurement Supervisor <b>DATE: 03/18/2015</b></p> 
SHIP TO:	<b>ARGONNE NATIONAL LABORATORY</b> Building 46, 9700 S. Cass Ave., Lemont, IL 60439		
SHIP VIA:	Best Way		
MARKS:			
ACCEPTED AND ACKNOWLEDGED			
Signed for Supplier: _____ Date: _____			

Please furnish the materials and/or services indicated below or on Schedule B (attached) or included on the following attached pages. This Purchase Order consists of the conditions and instructions on the face and any attachments referred to above. Seller's reference is furnished for identification purposes only and its terms do not become a part of this Purchase Order. Each price indicated on this Purchase Order is firm unless indicated hereon as subject to change.

Description	Unit Price	Total
<p><b>ARTICLE I – DESCRIPTION OF WORK</b></p> <p>???????? (“Seller” or “Contractor”) shall furnish to UChicago Argonne LLC (“Buyer” or “Argonne”), the personnel, facilities, equipment, materials and supplies necessary to furnish and deliver a complete computer system and all options as more fully described in Appendix B, Statement of Work dated ?????????.</p>		

Description	Unit Price	Total

ARTICLE II – PURCHASE ORDER LINE ITEMS AND METHOD OF ACQUISITION

A. Line Items:

- The total price for the work called for in Article I of this purchase order is \$????????? for line items 0001 through 0004. Payments shall be made upon delivery and acceptance by Argonne to the F.O.B. point above and Appendix G, Lease Payment Schedule attached hereto.

Line Item	Description	Qty	Unit of Measure	Unit Price	Extended Price
0001					
0002					
0003					
0004					

2. Argonne may exercise **Option No's 0005 through 0013** at the prices stated by written unilateral change to the Purchase Order to the Seller by the Buyer. In the event any or all options are exercised then Payments shall be made upon delivery and acceptance by Argonne to the F.O.B. above.

**OPTIONS:**

Line Item	Description	Qty	Unit of Measurement	Unit Price	Extended Price	Exercise Date		
0005								
0006								
0007								
0007A								
0007B								

<b>0008</b>								
<b>0009</b>								
<b>0010</b>								
<b>0011</b>								
<b>0012</b>								
<b>0013</b>								



Exercise Date = Date option must be exercised by to keep original agreed upon system delivery date. Argonne may exercise option before the date.

B. Method of Payment:

The purchase order equipment line items are leased and paid for during the term of this purchase order as set forth in Appendix G, Lease Payment Schedule.

Argonne reserves the right to substitute with alternative financing for the purchase price of any of the line items described in Article II A, anytime between issuance of this Purchase Order and Acceptance if it is determined to be in the best interest of Argonne. In the event Argonne elects to exercise the early purchase for the purpose of financing with another funding source, Argonne will enter into a separate Lease to Ownership Agreement with such new funding source.

If Argonne exercises its rights of early purchase, title will transfer to a party as designated by Argonne at the time of such early purchase.

It is the intent of Argonne to complete the financing for the ???????? system prior to acceptance.

ARTICLE III – PERIOD OF PERFORMANCE

As specified in section A of this Purchase Order and Appendix B, Statement of Work.

ARTICLE IV – OBLIGATION OF FUNDS AND FUNDING LIMITATIONS

A. Availability of Appropriated Funds

1. The duties and obligations of Argonne under this purchase order are subject to the availability of funds appropriated by The Congress of the United States, which the Department of Energy may legally spend for such purposes and allocated to Argonne. Lease to Ownership (LTO) funding shall be pursuant to Article 8., “Nonavailability of Funds”, of the Master Lease to Ownership Agreement No. ????????

B. Obligation of Funds

1. The amount of funds presently available and obligated for performance of this purchase order is \$?????????. Upon availability of additional appropriated funds, Argonne shall notify the Subcontractor in writing and the amount of funds obligated herein for purchase order performance shall be increased accordingly. In the event insufficient funds have been obligated by the Department of Energy toward the performance of this purchase order, the procedure outlined in the Master Lease to Ownership Agreement No. ????????, Article 8. shall apply for each successive month(s) in which this purchase order is to be performed; otherwise funding shall be provided on a 12-month, fiscal year basis. All LTOP funding shall be pursuant to Article 8. “Nonavailability of Funds”, of the Master Lease To Ownership Agreement No. ?????????? and Argonne shall notify Contractor in writing in accordance with Article 8. of the Master Lease To Ownership Agreement No. ?????????? as additional obligated funds become available for purchase order performance.

2. Argonne is not obligated to Contractor for purchase order performance in any monetary amount in excess of the amount obligated herein. Once Contractor has been notified in writing by Argonne of an increase in the obligated amount in accordance with Paragraph B.1. above, Contractor's performance shall be increased only to the extent required for which funds have been obligated.
3. Notification to Contractor of an increase or decrease in the funds obligated for performance of this purchase order as a result of a contract modification other than this article shall not constitute the notification contemplated by Paragraph B.1. above.

#### ARTICLE V – APPLICABLE DOCUMENTATION/ORDER OF PRECEDENCE

The following Applicable Documents (listed by order of precedence) are hereby incorporated by reference into the Award:

- Appendix A, Argonne Terms and Conditions (For Commercial Items), ANL-71-COM, dated
- Appendix A-1, Amendment/Modifications to Argonne Terms and Conditions PO# ???????, dated
- Appendix B, Build Statement of Work, dated
- Appendix C, Moderate Risk Work by Contractors On The Argonne Site Supplemental Conditions, ANL-366M, dated
- Appendix D-08-C, INTELLECTUAL PROPERTY PROVISIONS, Commercial Supplies/Services requiring delivery of Data, ANL562IP, dated
- Appendix E, MASTER LEASE TO OWNERSHIP AGREEMENT ?????? between UChicago Argonne, LLC and ???????????
- Appendix F, LEASE TO OWNERSHIP ORDER ?????????? Between UChicago Argonne, LLC And ???????????
- Appendix G, Lease Payment Schedule, dated

#### **COMPLETE AGREEMENT**

The Purchase Order and its applicable Attachments are the complete agreement regarding this opportunity and supersede any prior oral or written communications between the parties. No other terms and conditions contained in any resulting order or written communication shall be applicable unless mutually agreed to in writing.

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