

**LEASE TO OWNERSHIP ORDER XXXXXX**

**between**

**UChicago Argonne, LLC**

**and**

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**INTRODUCTION**

This LEASE TO OWNERSHIP ORDER (LTO Order) 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 essential to acquire the equipment described herein in order to perform work at Argonne, and

Whereas, the Lessor has agreed to lease the Equipment under this LTO Order, which is placed pursuant to the terms and conditions of Master Lease to Ownership Agreement XXXXXX (Master LTO Agreement).

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

1. LEASE OF EQUIPMENT

The Lessor hereby leases to UChicago Argonne, LLC and UChicago Argonne, LLC hereby leases from the Lessor the equipment, hereinafter referred to collectively as Equipment, described in the Equipment Purchase Order XXXXXX, attached hereto. 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 LTO Order shall become effective upon the Lessor's signature acceptance of UChicago Argonne, LLC executed LTO Order. The term of this LTO Order shall begin on the acceptance for the Equipment as specified in the Acceptance Certificate and shall continue for X months.

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 hereinafter specified. The Payment Schedule(s) shall be established for this LTO Order based on the purchase price of the related Equipment, adjusted for accrual of progress payments, as necessary. The Payment Schedule(s) shall be established based on a simple amortization schedule calculated to repay the adjusted principal amount during the term specified in Section 2.

UChicago Argonne, LLC will make all payments at the address of the Lessor, as specified in the Master LTO Agreement, or at such other address as the Lessor may, from time to time, designate in writing. The time of payment will be of the essence in this LTO Order.

4. PURCHASE OPTION

Pursuant to the purchase option provision of the Master LTO Agreement, UChicago Argonne, LLC is hereby given the option to purchase the Equipment under this LTO Order at any time after acceptance of the Equipment by paying the current Option Payment.

5. ASSIGNMENT

This LTO Order 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 its successor in interest. This LTO Order, and any interest in it, is not assignable by the Lessor, in whole or in part, without prior written approval of UChicago Argonne, LLC.

6. MODIFICATION

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

7. ATTACHMENTS

The following documents are hereby incorporated as part of this LTO Order and are attached hereto.

Equipment Purchase Order XXXXXX  
Payment Schedule

IN WITNESS WHEREOF, the parties hereto have executed this LTO Order as of the date(s) shown below.

**Lessor:**

**UChicago Argonne, LLC**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_