

06/24/2024

OLCF-6 – Lease Agreement (DRAFT)

LEASE AGREEMENT NO. _____

LEASE AGREEMENT between **UT-BATTELLE, LLC** (“Company”), and _____, (“Lessor”).

The Company acting under its Prime Contract No. DE-AC05-00OR22725 with the United States Department of Energy (DOE) issues this Agreement.

Any inconsistencies shall be resolved in accordance with the following descending order of precedence:

1. Lease Agreement No.
2. Exhibit 9 – Technical Data (June 2011)
3. General Terms and Conditions – Commercial Items (06-05-2024)
4. Attachment 1, Statement of Work

ARTICLE I. DEFINITIONS

The following terms shall have the meanings below:

“Acceptance” and “Accepted” means Product has successfully completed the functional and performance system test that Lessor along with Company shall conduct in accordance with the Acceptance Test Plan.

“Install,” “Installation,” and “Installed” means that hardware, software, or a System has been set-up in accordance with Lessor’s published installation specifications and is ready for use by Company.

“Maintenance” and “Hardware and Software” means Lessor support services provided under this Agreement pursuant to Attachment A, SOW.

“OLCF-6 System”, “System”, means the products specified in Attachment 1, SOW.

“Payment Start Date” means the Acceptance date of the System.

“Payment Term” means period of time during which the Company makes lease payments to the Lessor or its assignee.

“Statement of Work” (SOW) means the requirements established in the OLCF-6 Build Statement of Work

“System Analyst” means Lessor support services provided under this Agreement pursuant to Attachment A, SOW.

“TBD” means the issue/item has yet to-be-determined.

Note: This section will be updated as required during negotiations.

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ARTICLE II. SCHEDULE

A. Agreement Type

This is a Lease-to-Own Purchase [“LTOP”]. Item 1 shall be leased. Throughout the term of the Agreement, Company may identify other items as being leased items. Items 2, 3, and 4 are not leased.

B. Performance Period

The performance period of this agreement shall begin on __TBD__ and end on __TBD__.

C. Description

The Lessor shall provide all necessary materials, labor, equipment, and facilities (except as specified herein to be furnished by the Company) necessary for the satisfactory and timely performance of the following Agreement line items.

Item 1

Item 1 will provide for a System in accordance with the OLCF-6 Build Statement of Work (SOW) in Attachment 1.

The principal price for Item 1 is \$ _____ (TBD). The lease cost including interest of Item 1 is \$ _____ (TBD).

The payment schedule including interest for the full term of the lease is described in Attachment 4. The payment term for Item 1 is _____ (TBD) months. The payment term is based on the principal amount of \$ _____ (TBD) amortized over a month period at an annual interest rate of _____ (TBD) percent at the date of Final Acceptance for Item 1.

Item 2

Item 2 will provide for maintenance for Item 1 in accordance with the SOW. The period of performance will begin at Final Acceptance of Item 1 and continue for 5 years.

Monthly Price \$ _____ (TBD)

Total Price \$ _____ (TBD)

Item 3

Item 3 will provide for system analyst support for Item 1 in accordance with the SOW. The period of performance will begin at Final Acceptance of Item 1 and continue for 5 years.

Monthly Price \$ _____ (TBD)

Total \$ _____ (TBD)

D. Funding

RESERVED

E. Payment

1. The Lessor shall not submit an invoice for payment until the System, including data and materials

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certification, if required by the Agreement, has been inspected and accepted by the Company in accordance with the provisions of this Agreement. The Company will notify the Lessor in writing immediately upon acceptance. The Company will advise the Lessor that they are to invoice the Company for the purchase price or in accordance with the payment table, Attachment 4.

Time, with respect to terms of payment, shall begin upon the receipt by the Company of a proper invoice.

Early Payment: Company shall have the option to make advanced lease payments at any time during the Lease Term and shall receive a credit towards the Lease Payments due at the end of the Lease Term. The credit shall be determined by Lessor and provided to Company. Upon agreement of the credit amount by Lessor and Company, the advanced Lease Payment may be made. This will also apply to monthly hardware and software maintenance as described in Article VI, Options.

2. Taxes

(a) Personal Property Taxes

Lessor shall pay for Personal Property Taxes. Company shall reimburse Lessor for such taxes within 30 days of the submission of the tax assessments provided to Lessor by Roane County and the City of Oak Ridge. Personal Property Taxes shall not be a part of the lease payments.

Lessor agrees that while the legal incidence of the personal property tax applicable to the leased property is on the Company, Lessor shall pay such taxes to the appropriate taxing authority in accordance with the rules and statutes for property tax reporting of leased personal property administered by the State of Tennessee.

(b) Sales and Other Taxes

All other taxes except income taxes and other Governmental charges based on or measured by the charges set forth in this Agreement, or based on the sale or lease of the System, its use, or any Services provided herein, now or hereafter imposed by any Government authority, including but not limited to Sales, Use, and Gross Receipts taxes, will be paid by Company. Company represents that it holds a Tennessee direct pay permit for Use Tax and will provide the Lessor with a copy.

F. Invoicing

The Lessor must submit separate invoices for payments associated with the lease, maintenance, and system analyst. Payment terms are Net 30 days.

Agreement No. _____ shall be referenced on all invoices.

Invoices shall be submitted in triplicate to:

UT-Battelle, LLC
Attention: Accounts Payable
Post Office Box 2308
Oak Ridge, Tennessee 37831-6436
(865) 576-6343 Fax
ornlap@ornl.gov, Email address

Electronic Funds Transfer (EFT). Electronic Funds Transfer (EFT) expedites payments to

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subcontractors and is our preferred method of payment. For information about EFT, visit <http://www.ornl.gov/adm/contracts/eft.shtml>.

Vendor Account Status System. For detailed payment information or inquiries concerning invoices and payments, visit the UT-Battelle, LLC Accounts Payable Vendor Account Status System(VASS) at <http://www.ornl.gov/adm/ap/> or telephone (865)241-4151.

G. Delivery Schedule

Delivery of the Item 1 shall begin by _____ (TBD) and be completed on or before _____ (TBD). Acceptance shall occur by _____ (TBD).

H. Transportation Terms

The FOB point shall be “Destination”. The Lessor is responsible for all shipping charges.

I. Transfer of Title

Lessor shall retain title to the System until Company has made all payments required under the terms of this Agreement. Upon issuance of the final lease payment, title shall immediately transfer to DOE. If this Agreement is terminated during the Payment Term, then title to the System shall remain with Lessor unless Company exercises its rights to purchase the System.

ARTICLE III. AGREEMENT CONDITIONS

The following apply if the Seller provides the necessary lease financing:

A. Risk of Loss

Lessor assumes all risk of loss of or damage to the Products until Acceptance, except for loss of or damage to the Products resulting directly from Company’s negligence. Company assumes all risk of loss of or damage to the Products upon Acceptance. Company will be responsible for damage to the Products caused by its negligence if such damage occurs following installation.

B. Availability of Funds

Lessor understands that funding of the Agreement is subject to the future availability of annually appropriated, apportioned, and allotted funds under Contract DE-AC05-00OR22725 or a successor prime operating contract and that this Agreement must be made and administered consistent with 31 U.S.C. 1341 and 41 U.S.C. 11. Accordingly, funding of this Agreement shall be provided on a fiscal year basis, subject to a determination by the Company that sufficient appropriated and apportioned funds are available to be allotted and available for payment under this Agreement. Such funds shall be applied to continue the Agreement, subject to the availability of funds. In the event that no funds are appropriated, apportioned, and allotted or a determination is not made by the Company that sufficient funds are available to continue this Agreement and then the Company may cancel the Agreement with a 14-calendar day notice to the Lessor. The cancellation shall be at no cost to the Company. If funding previously available under this Agreement is withdrawn during the current fiscal year as a result of budgetary action by the Office of Management and Budget or Congress, the Company will notify the Lessor of this occurrence and may cancel the Agreement upon a 14-calendar day notice to the Lessor. The cancellation shall be without penalty to the Company. Upon cancellation of the Agreement and upon written direction from the Lessor, the Company shall deliver the Item 1 (leased items) to the Lessor within the Continental United States consistent with the terms and conditions of this Agreement.

C. Return of System (Item 1)

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In the event Company is required to return the System described in Item 1 under the terms of this lease, Company shall, upon or after the expiration of the lease remove and return Item 1 at the Company's expense. Item 1 shall be appropriately package and shipped to a location within the continental United States designated by Lessor. Item 1 shall be returned in the original condition as delivered, with the exception of ordinary wear and tear from the proper use. .

D. No Setoff

Company agrees that, upon acceptance of the System, its obligation to pay the Lease Payments shall not be subject to any abatement, reduction, set-off, defense, counterclaim or recoupment whatsoever, due or alleged to be due to, or by reason of, any past, present, or future claims which Company may have against Lessor, the manufacturer of the System, any assignee of the Lessor or against any person for any reason whatsoever.

E. Assignment of Payments

Lessor may assign its rights to any and all monies due or to become due under the Agreement to a bank, trust company or other financing institution. Any such assignment shall be effective when the Assignee files written notice of the assignment, together with a true copy of the instrument of assignment, with Company. Company agrees to acknowledge such notice to evidence such assignment, and agrees to make payment of any and all monies due or to become due under the Agreement in accordance with the terms of such assignment.

F. Attachments

Company may make alterations or add attachments, features or devices to the System furnished under this Agreement. Company agrees to remove any alterations or attachments before the System is returned to Lessor and agrees to pay Lessor for any charges to restore the System to its original condition (normal wear and tear excluded.)

G. Authorized Movement

Upon written notification to Lessor, Products may be transferred from one Company or DOE location to another at any time during the Lease Term. Authorized movements shall not affect lease payments or warranty provisions.

H. Technical Direction

The clause, Technical Direction (Jan 2006), is incorporated by reference and amended as follows:
"Performance under this Agreement is subject to the technical direction of the Company's Technical Project Officer (TPO):"

TPO Name: TBD
TPO Telephone #: TBD
TPO Email Address: TBD

I. Environmental Safety and Health

The following shall apply for all work performed on-site at Oak Ridge National Laboratory:
Site Access Requirements

Lessor employees and Lessor's subcontractors having unescorted Company site access shall complete the Company's "ORNL Site Access Training." Otherwise, escort by an individual who has completed the training program is required.

All electrical equipment, assemblies, or items shall be field evaluated and labeled by an OSHA Recognized

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NRTL () at the Lessor's expense. The NRTL's evaluation label must appear on the NRTL's evaluation report with the equipment.

The Lessor shall perform service and maintenance activities employing work practices required for electrical safety by the Occupational Safety and Health Administration (OSHA) in 29 CFR 1910 Subpart S and NFPA 70E, Standard for Electrical Safety in the Workplace 2015 Edition.

Maintenance, testing, startup, and repair activities involving the potential for contact with exposed energized electrical circuits or parts shall be performed with the equipment de energized unless this is infeasible because of diagnostic or operational limitations. To control potential electrical hazards, system components shall be disconnected from their electric energy source(s), with the disconnecting means (power cord and plug, safety switch, etc.) under the control of the service Lessor. All stored electrical energy which might endanger personnel through contact (high amperage batteries, capacitors and high capacitance elements, high energy electromagnets, etc.) shall be discharged or safely isolated from the circuit. See Lockout/Tagout section.

Prior to the commencement of any on-site work, methods to identify and prevent work-related musculoskeletal disorders shall be developed and implemented by the Lessor. Lessor shall provide documentation to the ORNL site safety contact upon request.

The Lessor shall comply with all manufacturers' requirements and recommendations.

Any personal protective equipment (PPE) required for use of the chemicals shall be supplied by the Lessor. Lessor personnel shall be trained for the required PPE in accordance with 29 CFR 1910.132, Personal Protective Equipment. Lessor personnel shall wear safety glasses with side shields at all times during work activities with potential for eye injury unless a higher level of eye protection is required for specific hazards. Lessor employees shall wear clothing suitable for the environmental and work conditions. The minimum shall be short sleeve shirts, long trousers, and leather or other protective work shoes or boots with protective toes when there is potential for foot injury.

Prior to working on or near any energized parts, Lessor shall meet the requirements in the Terms and Conditions to obtain, through the Technical Project Officer (TPO), or if there is none, the Procurement Officer, the advance approval of the responsible Company Level II Manager, of Lessor's plans and proposed activities. The TPO has responsibility for providing the Subcontractor with approval prior to working on or near any energized part. The TPO responsibility includes ensuring a pre-job dialogue on job hazards and controls between the service subcontractor and TPO and/or Company electrical SME.

J. Key Personnel

(a) The following personnel are considered to be essential to the work being performed hereunder:

_____, Project Manager

(b) The Lessor must notify the Company before diverting any listed person(s) to another program, providing justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made without the consent of the Company; provided, that the Company may

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ratify a diversion in writing and the ratification shall constitute consent. The list of key personnel may be revised by mutual agreement during the period of this Agreement.

K. Key Subcontractor

For purposes of this clause a Key Subcontractor is a Subcontractor performing a significant portion of the work under this Agreement, relative to cost or technical function. The Key Subcontractor's performance is critical to the successful completion of the Lessor's work requirements. As a Key Subcontractor the Company may be interested in performing on-site Quality surveys in order to assess the capability and progress of their portion of the work. The Key Subcontractor(s) specified below:

_____ List here: _____

are considered to be essential to the work being performed hereunder. The Agreement award to the Lessor is based on use of the Key Subcontractor(s) for the work specified above. Prior to diverting any of the specified work to another Subcontractor, the Lessor shall notify the Company reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made.

L. Agreement Administration

The Company's Procurement Officer for this Agreement is Justin Keck. The Company's Procurement Officer is the only person authorized to make changes in the requirements of this Agreement or make modifications to this Agreement, including changes or modifications to the Agreement. The Lessor shall direct all notices and requests for approval required by this Agreement to the Company's Procurement Officer at the address listed below:

Procurement Officer: Justin Keck
865-241-6445
keckjc@oml.gov

Any notices and approvals required by this Agreement from the Company to the Lessor shall be issued by the Company's Procurement Officer.

M. Company Right to Audit

The Company shall have the right to examine the records of the Lessor as necessary to assure that the prices for the items under this Agreement do not exceed those charged by the Lessor to any other customer purchasing the same items in like or comparable quantities.

ARTICLE IV, GO / NO-GO

NOTE: The following GO/NO-GO Decision clause. Portions of the clause are provided as an EXAMPLE. The final version of the clause will be adapted as needed and included in the final Agreement.

A. GO/NO-GO Decision

1. The System referenced in Item 1, is described in the SOW.
2. Upon completion of Section _____ of the SOW, the Lessor and Company shall consider the _____ (the number is yet to be determined) major decision points.

- a. The results of the Lessor's work on research and development Agreement _____ awarded

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by the Company, will form the basis for a GO/NO-GO decision to build Item 1.

b. A GO decision will require the Company and Lessor to revise the SOW by written modification of this Agreement. See Paragraphs B, C, and D, below and Section _____(TBD) of the SOW.

c. A commitment by Company and the Lessor to acquire parts for Item 1 after review and approval by the Company.

If all three decisions are affirmative, Company will amend this Agreement to reflect the terms and conditions agreed upon in connection with the decision to build Item 1.

3. The following is an EXAMPLE only. The purchase of parts is an example of what may be included in this section.

EXAMPLE: Company may authorize the Lessor, in writing, to acquire the parts necessary to build Item 1, provided the GO/NO-GO decision above is GO and after the Lessor has notified Company it is ready to acquire the Item 1 parts. _____ System parts include, but are not limited to, individual _____(TBD) (Examples may include: processor and interconnect ASICs, memory chips or DIMMs, PCBs, optical component cables, empty racks, cooling equipment, power supplies, fans, and fully or partially integrated built racks of parts, etc.).

The express written approval of the Company's Procurement Officer is required before the Lessor is permitted to acquire the Item 1 parts. **(End of EXAMPLE)**

4. The following is an EXAMPLE only. Memory pricing is just one example of what may be included in this section. This example can be adapted to include other technologies or commodities such as disk drives.

EXAMPLE: Company and the Lessor agree to share the memory price risk for the Item 1. In exchange for this memory price risk sharing, the Lessor agrees to disclose actual memory cost information (i.e., the sum of the actual cost the Lessor will pay its supplier for memory) to Company prior to purchasing Item 1 memory parts. The fixed price of this Agreement is based on a total of GBD GibiBytes (GiB) of memory (e.g., HBM, DDR, and persistent memory technologies) for the System at the total estimated price of \$ _____ (GBD), or \$GBD per GibiByte (GiB). Similarly, the fixed price of this Agreement is based on a total of GBD GibiBytes (GiB) of memory for System at the total estimated price of \$ _____ GBD, or \$ _____ GBD per GibiByte (GiB). If the actual memory price is more than ___% above or below this estimate when the memory (e.g., HBM, DDR, and persistent memory technologies) need to be purchased to build Item 1, the parties agree to negotiate a mutually acceptable memory price estimate and either change the total fixed price of this Agreement accordingly or change the System deliverables accordingly. If Company obtains substantive information indicating the Lessor's memory pricing may not represent a fair and reasonable market price, Company will share this information with the Lessor. If Company and the Lessor cannot agree on an equitable change to the Agreement, Company may elect, by written notice to the Lessor within 14 days, to purchase the memory technology itself and furnish it to the Lessor. **(End of EXAMPLE)**

B. SOW Target Requirements

Company and Lessor recognize that the production and performance of Item 1 will be tied directly to the results of the Lessor's work on NRE Subcontract _____ (subcontract number) awarded by Company. Since research results are not predictable, and since the actual performance of future products

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cannot be defined in the present, the SOW defines the requirements for the Lessor's performance in terms of targets. These targets are not the usual mandatory (minimum or maximum) requirements that are typically used in a SOW. Targets are those performance achievements that Company and the Lessor reasonably believe the Lessor could approach, achieve, or exceed, depending upon the results of the research.

C. SOW Performance Assessment

Company and Lessor agree that the Lessor's performance under the SOW will be measured by an aggregate assessment of the level of achievement of the system as a whole rather than an assessment of performance of each target requirement individually. Company will assess the Lessor's performance on the system as a whole after the Lessor completes work on the critical subsystems and provides performance results to Company. At its discretion, Company may use a numeric or subjective assessment method depending upon the nature of the target requirement being assessed. Credits and debits will be reasonably assigned by Company in proportion to the level of achievement relative to the target requirement. Company will give assessment credits if the performance results exceed the target requirement, will give a neutral assessment if the target is merely met, or will give assessment debits if the performance results do not meet the target. Company will then aggregate the individual assessments into an overall assessment, balancing the credits and debits in a reasonable manner. These critical subsystem and overall system assessments, along with the individual assessments, will be promptly and continually shared with the Lessor. Since Company has agreed to use a SOW with target requirements rather than traditional performance requirements, Company is accepting some of the risk normally assumed by Lessor under a fixed price agreement. As consideration for accepting this increased level of risk, the Lessor agrees that Company shall have the sole discretion to assess the Lessor's performance relative to each target requirement, the critical subsystems identified in the SOW, and the system as a whole. This does not, however, infringe upon the Lessor's rights under the clause in the GENERAL TERMS and CONDITIONS entitled RESOLUTION OF DISPUTES.

D. SOW Conversion from Target Requirements to Traditional Mandatory Requirements,

Company and the Lessor agree that certain target requirements in the SOW will be converted to traditional mandatory requirements after the results of NRE Subcontract _____ (subcontract number) awarded by Company. These conversions shall be defined by the mutual agreement of Company and the Lessor and implemented by a written modification of this Agreement.

E. Source Code

The Lessor shall deliver source code for software delivered with the Item 1, which may include the ability of Company to build software binaries that reproduce Lessor delivered binaries that can be installed on Item 1, as mutually agreed upon by the parties. The source code shall allow Company to assist the Lessor in performing software maintenance of the Item 1.

F. Obligations of the Parties

Company and Lessor agree that this Agreement involves the development of cutting-edge technology under aggressive schedules. Company and the Lessor agree (i) that the Lessor shall use reasonable efforts to deliver in accordance with the requirements and schedules set forth in this Agreement, and (ii) to reasonably consider limitations that may occur in meeting obligations under this Agreement. If the Lessor is unable to meet its performance obligations, then Company and the Lessor hereby agree to negotiate the SOW and the Agreement price, if necessary, to reflect changes to the Lessor's performance obligations. Company and the Lessor agree to use this process to address performance issues before resorting to any rights or remedies available by way of the DISPUTES or the TERMINATION clauses of the GENERAL TERMS AND CONDITIONS.

G. Unwind

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1. The technical checkpoints identified within SOW Paragraph _____ (TBD) shall be used to review technical progress and schedules, which may be revised. Within 30 days after completion of a technical checkpoint, either party may decide to cancel its participation in the Item 1 work by providing written notice of its decision to the other party. If no such written notice is received by either party, then the Lessor's obligation to proceed hereunder shall continue. Cancellation under this Paragraph shall not constitute a termination for default or convenience but, rather, a voluntary cancellation of the obligations of the work. In the event either party elects to invoke the cancellation right prescribed by this Paragraph, Company shall have no obligation to pay for milestones it has not accepted, and the Lessor shall have no obligation either to perform work prescribed by any remaining milestones and their associated SOW sections, or to make any payments to Company.

2. If exercised, the foregoing cancellation right shall constitute the parties' exclusive remedy and shall be subject to the following limitation. In the event of cancellation by Company after the Lessor has acquired the Item 1 parts, Company shall pay the Lessor for the Item 1 parts and the Lessor shall provide Company with reasonable documentation supporting the cost of the Item 1 parts and shall also deliver to Company any Item 1 parts not already delivered to Company under the SOW. Company and the Lessor agree that Company's obligation to pay for the Item 1 parts hereunder shall not exceed \$ _____ (TBD). In the event of cancellation by the Lessor after the Lessor has acquired the Item 1 parts, Company's sole and exclusive obligation for payment hereunder is expressly limited to milestones it has accepted. In this event, Company and the Lessor shall mutually agree upon return of any deliverables not accepted by Company or delivery of Item 1 parts to Company in proportion to the payments made by Company for completed milestones.

H. Price Risk Sharing

EXAMPLE: The Company and Seller have agreed to the risk sharing prices per GibiByte (GiB) for _____ and GigaByte (GB) for _____ for each component in the table

Table H.1. Risk Sharing Prices

Component	Price / Unit As Bid	Price /Unit As Agreed

Risk sharing applies to:
[To be inserted upon award]

Risk sharing does not apply to the following components:
[To be inserted upon award]

The risk sharing will apply at the GO/NO-GO decision and is applicable to any other main compute and storage, or compute and storage options through [date to be inserted upon award]. **(End of EXAMPLE)**

ARTICLE V. MAINTENANCE, SYSTEM ANALYST, AND ASSOCIATED OPTIONS

Lessor shall provide Maintenance services in accordance with Attachment 1, SOW. Company shall purchase and keep in effect Maintenance for Item 1. Company may exercise one or more successive one-year options for Maintenance and or the System Analyst under Article V.

Note: This section to be completed once negotiations are finalized.

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ARTICLE VI. SUBSYSTEMS, AND OTHER OPTIONS

Lessor shall provide the following in accordance with Attachment 1.

Note: This section to be completed once negotiations are finalized.

ARTICLE VII. OPTION, THIRD PARTY LEASING

The Company may exercise the option to lease for line item 1 described in Article III of this Agreement from a third party.

In the event the Company should choose to do so, the following clause will be incorporated
If the Company exercises this option, it shall be exercised by written notice to the Lessor not later than _____ (date TBD) or at a time mutually agreed upon by the parties.

Third Party Leasing

Lease-to-Own Agreement between the Company and _____ (Third Party Lessor) will provide for payment to the Lessor for _____ (item 1 and any other leased items) following Acceptance which will signify transfer of title for equipment or systems associated with any lease item to (Third Party Lessor). Company will provide appropriate documentation signifying Acceptance.

Title to the equipment or systems identified in _____ (Item 1 or other leased items) purchased under this Agreement shall pass, upon payment, directly to the Lessor, and thereafter to the US Department of Energy under the provisions of the Lease-to-Own Agreement. (Third Party Lessor) shall provide bill of sale to Lessor upon payment for the for the equipment or systems to evidence passage of title to Third Party Lessor.

ARTICLE VIII. CONTENTS OF AGREEMENT

The following articles and documents are made a part of this Agreement and incorporated herein by reference as if they were stated in their entirety. The forms referenced in 4 and 5 below are available at <http://www.ornl.gov/adm/contracts/documents.shtml>.

1. Attachment 1, SOW
2. Attachment 2, Payment Table 1 – Payment Schedule for Item 1(Yet to be established).
3. Terms and Conditions – Commercial Items (Aug. 29, 2023)
4. Exhibit 9 – Technical Data (June 2011)

THE PARTIES, INTENDING TO BE LEGALLY BOUND, have executed this Agreement as of the dates set forth below.

UT-BATTELLE, LLC

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____