

Agreement No: _____

**Administering Agency: County of Placer, Department of Facilities Management
Real Estate Services Division**

Agreement Description: Serene Lakes DPW Equipment Bay-7100 Serene Road

This Lease Agreement (“**Agreement**”) is made and entered into by and between the County of Placer, a political subdivision of the State of California (“**County**”) and Sierra Lakes County Water District, a California Special District (“**Landlord**”). Landlord and County are sometimes hereinafter each singularly referred to as “**Party**” and collectively referred to as the “**Parties**.” For, and in consideration of, the covenants and agreements hereinafter set forth, Landlord hereby leases to County and County hereby leases from Landlord the Premises herein described for the term, at the rental rates, and subject to all of the terms, covenants and agreements hereinafter set forth.

1. PREMISES

The Premises are an 840 square foot portion of the 7,800 square foot building located at 7100 Serene Road, Soda Springs, CA 95728 (APN: 069-470-078-000) (“**Property**”) and consist of an equipment bay and work station within said building as depicted in **Exhibit A**, attached hereto and incorporated herein by reference (“**Premises**”).

2. INITIAL TERM

2.1 Initial Term. This Lease Agreement shall be for an initial five-year term (“**Initial Term**”) commencing May 1, 2020 through April 30, 2025.

2.2 Option Terms. Provided County has fully and faithfully performed all of its obligations under the Lease during the Initial Term, County shall be given two (2) consecutive two (2) year options to extend the term of this Agreement (“**Option Terms**”). County shall provide Landlord written notice of its intent to renew no later than April 1st prior to the next Option Term. Any such extended term shall be on the same terms and conditions as set forth in this Agreement.

3. RENT

County shall not be obligated to pay rent on the Premises during the Initial Term or any extensions thereof.

4. USE

Permitted Use. County shall use the Premises for Placer County Department of Public Works (DPW) operation and maintenance program, which includes its staff, equipment, supplies, services and administration of the program. County shall comply with all applicable federal, state, and local laws and regulations with respect to County's use of the Premises. County shall conduct its activities without causing waste, vandalism, or a nuisance at the Premises. Landlord shall provide access keys and/or codes to County's authorized users as designated by County. County's authorized users shall be responsible to ensure that the Premises are properly secured at all times. To the extent County wishes to use the Premises for any use other than DPW operations, County shall be required to obtain Landlord's prior written approval, which shall not be unreasonably withheld.

5. SERVICES AND UTILITIES

5.1 Landlord's Obligations. During the Initial Term and any exercised Option Term(s) Landlord shall pay all costs related to insurance, real property taxes, special assessments, electrical, gas, water, sewer, exterior trash/disposal services, landscaping, pest control/extermination, lighting (including replacement of light fixtures), and heating, ventilation and air conditioning (including replacement of filters) associated with the Premises. No operational expenses or real estate taxes shall be passed through to County at any time during the course of the Agreement.

5.2 County's Obligations. County shall, upon receipt of an annual invoice, pay Landlord twenty percent (20%) of the following charges paid by Landlord in relation to the Property: electricity, propane, hazmat fees, building insurance and pest control service. County shall also provide snow clearance of the parking lot surrounding the Premises. County shall remit payment in full within thirty (30) business days of receipt of each invoice.

6. MAINTENANCE AND REPAIRS

6.1 Landlord's Obligations. During the Initial Term and any Option Terms, the Landlord shall keep, maintain and repair the Premises, including without limitation, the maintenance and repair of the office building, parking lot pavement and striping, landscaping, and irrigation systems. Landlord shall provide all maintenance and repair services to the Premises, unless otherwise stated in this Agreement. Landlord shall deliver the exterior and interior of the Premises and its systems, together with appurtenances, rights, privileges and easements belonging or pertaining thereto, in good order and condition, and in compliance with all current governmental regulatory standards.

Unless otherwise noticed of a repair request as herein below stated, throughout the Initial and Option Term(s) of the Agreement, Landlord, at its sole cost and expense,

shall inspect the Premises semiannually and maintain and repair, or cause to be maintained and repaired, in good working order, repair and condition the following non-exclusive list of items:

(a) Systems and Equipment of the Premises, HVAC, mechanical and electrical systems, fire safety systems, plumbing; and

(b) Foundation, interior and exterior paint, lighting, windows, exterior doors, interior and exterior walls, structural components, landscaping, tree maintenance, weed abatement, fencing, irrigation, walkways, parking lot paving and striping, roof and roofing systems of the Premises and common areas.

Should County fail to maintain the Premises in accordance with Section 6.2 below, or if repairs are needed for which County is responsible, Landlord shall provide notice thereof to County. Should County fail to commence maintenance or repairs within ten (10) business days of Landlord's request therefor, Landlord may give written notice to County of Landlord's intent to undertake such maintenance or repairs. Landlord shall invoice the County for the reasonable cost of said maintenance or repairs.

6.2 County's Obligations. County shall, at County's own expense, maintain the Premises in a clean and safe condition and conduct repairs for damage caused by County. If repairs are needed for maintenance or damage not caused by County, County shall provide notice thereof to Landlord. Should Landlord fail to commence repairs within ten (10) business days of County's request therefor, County may give written notice to Landlord of County's intent to undertake such repairs and deduct the cost from County's proportionate share of utilities in effect at that time. In such event, County agrees to use qualified County building maintenance staff or qualified, licensed contractors.

7. SECURITY DEPOSIT

The Parties agree that the County shall not be responsible for the payment of a Security Deposit to the Landlord.

8. TENANT IMPROVEMENTS/ALTERATIONS

County may perform tenant improvements or alterations only with Landlord's written consent and in conformance with the terms set forth herein.

8.1 Prior to making any improvements, modifications, or alterations, County shall submit to Landlord for its review, plans and specifications of each proposed improvement, modification, or alteration. Landlord may impose reasonable conditions on its approval of plans.

8.2 In no event shall any improvements adversely affect the Premises. Any improvements, modifications and/or alterations shall be performed at the sole expense of County. Any damage caused to the Premises by County's modification, alteration, or improvement, shall be repaired at County's sole expense.

8.3 All modifications or additions of electrical or telecommunications equipment (e.g., electrical panels, telephones, call boxes, computer conduit and other office equipment) affixed to the Premises shall be subject to Landlord's consent. Landlord will direct County's electricians or other contractors as to where and how electrical cable/wiring and telephone and/or data wires are to be introduced. No boring or cutting for wires will be allowed without the prior consent of Landlord.

8.4 County shall comply with all local, state, and federal laws, rules, and regulations including, but not limited to, the acquisition of appropriate building permits, planning approvals, and applicable agency approvals. County shall have sole responsibility for the payment of any fees required for such permits or approvals. Any improvements, modifications and/or alterations by County shall be in accordance and comply with the Americans with Disabilities Act and the California Building Standards Code (Title 24 of the California Code of Regulations).

9. RESERVED

10. RESERVED

11. INSURANCE

11.1 County's Obligations. Landlord acknowledges that County is a self-insured public entity. County's self-insurance applies to all covered claims. In the event of property damage caused by County, County shall be responsible to restore or replace any improvements or property installed on the Premises by County.

11.2 Landlord's Obligations. Landlord shall maintain at all times during the performance of this Agreement insurance coverage or self-insurance in the amounts of not less than One Million Dollars (\$1,000,000) to cover all of its operations, including, but not limited to, not less than One Million Dollars (\$1,000,000) general liability, One Million Dollars (\$1,000,000) automobile liability, One Million Dollars (\$1,000,000) workers' compensation, and One Million Dollars (\$1,000,000) professional liability (E&O).

11.3 Subrogation. Both Parties agree to waive any rights of subrogation which they or their insurer may have against the other, provided such waiver of subrogation can be accomplished without prejudice to insured's rights and without extra expense, unless any such extra expense is paid by the other Party.

12. HOLDING OVER

If County maintains possession of the Premises after the expiration of the Agreement, such possession shall be on a month-to-month tenancy, subject to all terms, covenants and conditions contained herein. In such case, rent due shall be payable in the amount and at the time specified in this Agreement. If either Party desires to terminate such month-to-month tenancy, it shall give the other Party thirty (30) days advance written notice of the date of termination.

13. NOTICES

All notices required or authorized by this Agreement shall be in writing and shall be deemed to have been served if: (1) sent by email (upon written confirmation by recipient); (2) delivered personally (upon delivery); or (3) deposited in the United States mail, postage prepaid and properly addressed as set forth below (three days after deposit). Notice given by any other means that is actually received shall also be effective with respect to the receiving Party. Changes in contact person or address information shall be made by notice, in writing, to the other Party.

COUNTY:
County of Placer
Facilities Management
Real Estate Services Division
11476 C Avenue
Auburn, CA 95603
Attention, Property Manager
Phone: (530) 886-4900
Email: FACPropMgmt@placer.ca.gov

LANDLORD:
Sierra Lakes County Water District
P.O. Box 1039
7305 Short Road
Soda Springs, CA 95728-1039
Phone: (530) 426-7800

14. INCORPORATION OF ADDITIONAL PROVISIONS

Additional contract terms as set forth in **Exhibit B – COUNTY/TENANT/ LICENSEE PROVISIONS** and **Exhibit C – GENERAL PROVISIONS** are attached hereto and incorporated herein by this reference as though fully set forth herein.

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IN WITNESS WHEREOF, the Parties have duly executed this Lease Agreement, together with the aforementioned exhibits attached hereto, which will be in effect on the year and day last written below.

LANDLORD: SIERRA LAKES COUNTY WATER DISTRICT

By: _____ Date: _____
Name:
Title:
Sierra Lakes County Water District

By: _____ Date: _____
Name:
Title:
Sierra Lakes County Water District

TENANT: COUNTY OF PLACER

By: _____ Date: _____
Steve Newsom,
Director of Facilities Management

APPROVED AS TO FORM: COUNTY COUNSEL

By: _____ Date: _____

Attachments: EXHIBIT A – Premises Map
EXHIBIT B – County/Tenant/Licensee Provisions
EXHIBIT C – General Provisions

EXHIBIT A

Premises Map

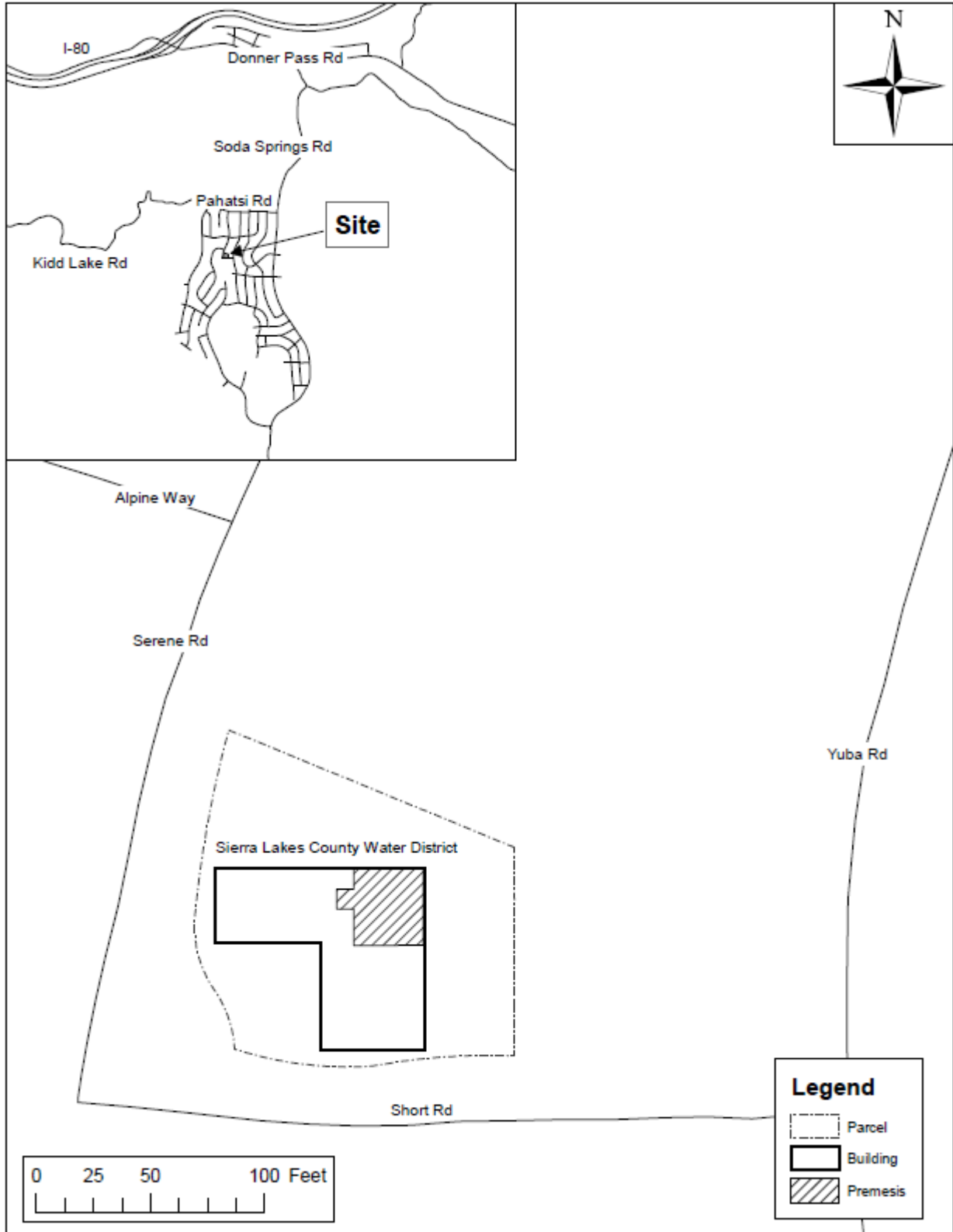


EXHIBIT B

COUNTY / TENANT / LICENSEE PROVISIONS

1. COMPLIANCE WITH LAWS:

LANDLORD and COUNTY shall each do all acts required to comply with all applicable laws, ordinances, regulations and rules of any public authority relating to their respective maintenance and/or improvement obligations as set forth herein. Any cost associated with compliance shall be paid by LANDLORD, unless such costs are directly related to optional improvements or alterations requested by COUNTY.

COUNTY shall not commit, or suffer to be committed, any waste upon the Premises, or any nuisance or other act or thing which may disturb the quiet enjoyment of neighbors near the Premises.

2. COUNTY'S RIGHT TO PERFORM LANDLORD'S OBLIGATIONS:

If LANDLORD fails to make any payment required of it hereunder, or defaults in the performance of any other promise, term, covenant, or condition required of it under this Agreement, COUNTY may, at its sole option, without being under any obligation to do so and without thereby waiving such default, make such payment and/or remedy such other default, for the account of and at the expense of LANDLORD. COUNTY may do so immediately and without notice to LANDLORD in the case of an emergency or in any other case if LANDLORD fails to make such payment or remedy such default with all reasonable dispatch after COUNTY has notified LANDLORD in writing of the same.

In the event of any such payment or remedy by COUNTY, COUNTY shall be reimbursed such payment or remedy in the form of a credit against its proportionate share of charges for utility services until the amount is satisfied.

3. DEFAULT BY COUNTY:

(A) The occurrence of either of the following shall constitute a material default and breach of this Agreement by COUNTY:

- (1) Any failure by COUNTY to pay any monetary sums required to be paid hereunder when such failure continues for fifteen (15) days after such payment is due and payable;
- (2) A failure by COUNTY to observe and perform any other material provisions of this Agreement to be observed or performed by COUNTY, where such failure continues for thirty (30) days after written notice thereof by LANDLORD to COUNTY; provided, however, that if the nature of the default is such that the default cannot reasonably be cured within said thirty (30) day period, COUNTY shall not be deemed to be in default if COUNTY shall within such period commence such cure and thereafter diligently prosecute the same to completion, which completion shall be not more than ninety (90) days after such written notice.

(B) In the event of any such material default or breach by COUNTY, LANDLORD may exercise any right or remedy at law or in equity which LANDLORD may have by reason of such default or breach, including but not limited to eviction. LANDLORD shall have the right to recover costs of work it performs for County in the event of County default.

(C) Should COUNTY offer to voluntarily surrender this Agreement, LANDLORD shall attempt in good faith and as quickly as possible to locate another tenant for the Premises in order to mitigate any loss caused by such voluntary surrender by COUNTY.

4. DEFAULT BY LANDLORD:

(A) LANDLORD shall be in default if LANDLORD fails to perform obligations required of LANDLORD within a reasonable time, but in no event later than fifteen (15) days after written notice by COUNTY to LANDLORD, specifying wherein LANDLORD has failed to perform such obligations; provided, however, that if the nature of LANDLORD's obligation is such that more than fifteen (15) days are required for performance, then LANDLORD shall not be in default if LANDLORD commences performance within such fifteen (15) day period and thereafter diligently prosecutes the same to completion, which completion shall be not more than thirty (30) days after such written notice.

(B) In the event of any such default or breach by LANDLORD, COUNTY may, without limiting COUNTY in the exercise of any right or remedy at law or in equity which COUNTY may have by reason of such default or breach, perform work as would have been done by LANDLORD, applying the cost for such work as an offset to the next scheduled payment for COUNTY's proportionate share of charges for utility services, along with adequate evidence of costs incurred.

5. REASONABLE CONSENT:

Except as limited elsewhere in this Agreement, wherever in this Agreement LANDLORD or COUNTY is required to give its consent or approval to any action on the part of the other, such consent or approval shall not be unreasonably withheld.

6. QUIET ENJOYMENT:

So long as COUNTY performs all of its obligations in this Agreement, COUNTY's possession of the Premises will not be disturbed by LANDLORD, or anyone claiming by, through or under LANDLORD.

7. RELOCATION:

LANDLORD shall not relocate COUNTY from the Premises under any circumstances.

8. SUCCESSORS AND ASSIGNS:

This Agreement shall not be affected by any sale of the Premises and COUNTY agrees to attorn to the purchaser or assignee, provided all LANDLORD's obligations hereunder are assumed in writing by the transferee. The obligations contained in this Agreement to be performed by LANDLORD shall be binding on LANDLORD's successors and assigns. The obligations contained in this Agreement to be performed by COUNTY shall apply to and be binding upon COUNTY's successors and assigns.

9. ATTORNMEN:

In the event any proceedings are brought for default upon any ground lease or any underlying lease or in the event of foreclosure or the exercise of the power of sale under any mortgage or deed of trust made by LANDLORD covering the Premises, COUNTY shall attorn to the purchaser, transferee or subsequent landlord as the case may be, upon any such foreclosure or sale and recognize that party as LANDLORD under this Agreement, provided such party acquires and accepts the Premises subject to the terms, conditions and covenants of this Agreement.

10. TRANSFER OF LANDLORD'S INTEREST:

In the event of a sale or conveyance by LANDLORD of LANDLORD's interest in the Premises, other than a transfer for security purposes only, LANDLORD shall, after the date specified in any such notice of transfer, be relieved from all obligations and liabilities accruing thereafter on the part of the new landlord. LANDLORD agrees that any funds in the hands of LANDLORD at the time of transfer in which COUNTY has an interest, shall be delivered to the successor of LANDLORD. In order for future payments for utility service charges to be properly redirected to a successor-in-interest of LANDLORD, LANDLORD agrees to ensure that any such successor-in-interest must properly execute and deliver to COUNTY a "Hold Harmless and Indemnification Agreement" satisfactory in form and content to the COUNTY. In the event LANDLORD fails to have said successor-in-interest execute a "Hold Harmless and Indemnification Agreement" and/or LANDLORD fails to notify COUNTY of the name and address of the new owner(s), COUNTY shall not be held liable for any late payments for utility services incurred during and up to the date that COUNTY receives proper notification of this information pursuant to the "Notices" provision of this Agreement.

11. ESTOPPEL CERTIFICATE:

Within thirty (30) days after COUNTY's receipt of a written request from LANDLORD, delivered to COUNTY, the COUNTY shall execute and deliver to LANDLORD or LANDLORD's designee, a written statement: (1) certifying this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which any monetary sums are paid in advance, if any, and (2) acknowledging that there are not, to COUNTY's knowledge, any uncured defaults on the part of LANDLORD hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by a prospective purchaser, assignee or encumbrancer of the Premises. COUNTY's failure to deliver such Estoppel Certificate within said thirty (30) day time period shall be conclusive upon COUNTY that: (1) this Agreement is in full force and effect, without modification except as may be represented by LANDLORD, provided LANDLORD delivers written proof of said modification, (2) there are no uncured defaults in LANDLORD's performance, (3) no monetary sums have been paid in advance, and (4) COUNTY has no right of offset, counter-claim or deduction against utility service payments.

12. CONDEMNATION:

Condemnation, or transfer in lieu thereof, of all or a portion of the Premises, rendering the same unfit for the purpose for which leased, shall cause this Agreement to cease and determine upon the date when COUNTY shall be required to yield possession of the Premises to the condemning authority; all liabilities of COUNTY accruing subsequent to such date shall cease and any monetary sums paid in advance by COUNTY shall be refunded to it by such date. All consideration, compensation, damages, income, rent, awards, relocation expenses and interest that may be paid or made in connection with any taking will be divided between the Parties as their respective interests may appear as determined by the condemning authority.

13. INDEMNIFICATION AND HOLD HARMLESS:

LANDLORD shall protect, defend, indemnify, and hold COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses arising directly or indirectly out of this Agreement when caused in part or in whole by LANDLORD, its agents, employees, contractors, or invitees. LANDLORD agrees to investigate, handle, respond to, provide defense for, and defend any such claim, demand, or suit at the sole expense of LANDLORD. LANDLORD also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. As used in this section, the term COUNTY encompasses PLACER COUNTY, its officers, agents, employees, contractors, and volunteers. The Parties shall provide one another with written notice within thirty (30) working days of the date when they are made aware of the occurrence of any such claim. This section shall survive expiration or termination of this Agreement.

COUNTY shall protect, defend, indemnify, and hold LANDLORD free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses arising directly or indirectly out of this Agreement when caused in part or in whole by COUNTY, its agents, employees, contractors, or invitees. COUNTY agrees to investigate, handle, respond to, provide defense for, and defend any such claim, demand, or suit at the sole expense of COUNTY. COUNTY also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. As used in this section, the term LANDLORD encompasses SIERRA LAKES COUNTY WATER DISTRICT, its officers, agents, employees, contractors, and volunteers. The Parties shall provide one another with written notice within thirty (30) working days of the date when they are made aware of the occurrence of any such claim. This section shall survive expiration or termination of this Agreement.

It is the intention of the Parties that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to the fault of that Party, its officers, directors, agents, employees, assigns, contractors, and volunteers.

14. MOLD; AIR QUALITY; ASBESTOS:

LANDLORD warrants and represents that to the actual knowledge of LANDLORD, the Premises are free of asbestos, mold, and odor. LANDLORD, at its sole cost and expense, shall remove, mitigate or remediate any such asbestos, mold or odor that COUNTY identifies during the Initial and Option Terms of this Agreement. COUNTY shall immediately notify Landlord of any asbestos, mold, odor or chronic water intrusion or flood conditions that exist upon or within the Premises.

15. TAXES:

- (A) Real Property Taxes: LANDLORD shall be responsible for payment of all real property taxes and assessments.
- (B) Substitute and Additional Taxes: COUNTY shall not be required to pay any income, estate or inheritance taxes levied or assessed by any Federal, State or local authority upon the rent received by LANDLORD hereunder.

EXHIBIT C

GENERAL PROVISIONS

1. **ENTIRE AGREEMENT.**

This Agreement and any attachments hereto constitute the sole, final, complete, exclusive and integrated expression and statement of the terms and conditions of the agreement among the PARTIES hereto concerning the subject matter addressed herein, and supersede all prior negotiations, representations or agreements, oral or written, that may be related to the subject matter of this Agreement.

2. **AMENDMENTS.**

No revision or amendment to this Agreement shall be valid unless made in writing and signed by duly authorized representatives of all PARTIES.

3. **FURTHER ASSURANCES.**

From time to time, either PARTY, at the request of the other PARTY, and without further consideration, shall execute and deliver further instruments and take such other actions as the requesting PARTY may reasonably require to complete more effectively the transactions contemplated by this Agreement.

4. **TIME OF THE ESSENCE.**

Time is of the essence with respect to the obligations to be performed under this Agreement.

5. **SUCCESSORS IN INTEREST.**

The covenants herein contained shall apply to and bind the successors and assigns (to the extent assignment is permitted) of the PARTIES hereto.

6. **STATUS OF EMPLOYEES.**

All persons performing services for LANDLORD in the Premises or Use Area shall be solely employees or contractors of LANDLORD and not employees of COUNTY, except those persons expressly and directly employed by COUNTY. Furthermore, LANDLORD is not an agent of COUNTY.

All persons performing services for COUNTY in the Premises or Use Area shall be solely employees or contractors of COUNTY and not employees of LANDLORD, except those persons expressly and directly employed by LANDLORD. Furthermore, COUNTY is not an agent of LANDLORD.

7. **CONSTRUCTION AND INTERPRETATION.**

It is agreed and acknowledged by the PARTIES that the provisions of this Agreement have been arrived at through negotiation, and that each of the PARTIES has had a full and fair opportunity to review the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

8. CAPTIONS.

The captions in this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section or paragraph of this Agreement. All references to section numbers refer to sections in this Agreement.

9. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which when affixed together shall constitute but one and the same instrument.

10. SEVERABILITY.

The invalidity of any term or provision of this Agreement as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof. Each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11. WAIVER.

The failure of any PARTY to insist upon strict performance of any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any right or remedy that said PARTY may have, and shall not be deemed a waiver of said PARTY's right to require strict performance of all terms, covenants, and conditions thereafter, nor a waiver of any remedy for the subsequent breach of any of the terms, covenants or conditions.

12. FORCE MAJEURE.

If any PARTY hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, or other cause without fault and beyond the control of the PARTY obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

13. LEGAL JURISDICTION.

The PARTIES hereto expressly agree that this Agreement shall be governed by, interpreted under and construed and enforced in accordance with the laws of the State of California. Venue for any disputes shall be the Superior Court for the State of California, in Placer County. The PARTIES hereby waive any federal court removal rights and/or original jurisdiction rights that they may have.

14. AUTHORITY OF DIRECTOR.

The Director of the Department of Facilities Management, or designee, shall administer this Agreement on behalf of COUNTY. Unless otherwise provided herein or required by applicable law, the Director shall be vested with all rights, powers, and duties of COUNTY hereunder.

15. AUTHORITY OF EXECUTION.

Each person executing this Agreement on behalf of a PARTY represents and warrants that such person is duly and validly authorized to do so on behalf of the entity which it purports to bind and, if such PARTY is a partnership, corporation or trustee, that such partnership, corporation or trustee has full rights and authority to enter into this Agreement and perform all of its obligations hereunder.