

AMENDMENT 1  
TO THE  
NAMING RIGHTS AGREEMENT

This Amendatory Agreement (this "Agreement"), effective January 1, 2018 ("Effective Date"), is made and entered into by and between SALT LAKE COUNTY, UTAH, a body corporate and politic of the State of Utah (the "County") and MOUNTAIN AMERICA FEDERAL CREDIT UNION, a Utah non-profit corporation ("Mountain America").

R E C I T A L S:

- A. The County and the Mountain America (the Parties) entered into the above stated agreement effective as of January 1, 2018 (the Agreement), which Agreement is identified as Salt Lake County Contract No. CA00000000000431, and has a period of performance specified therein beginning on January 1, 2018, and ending on December 31, 2027;
- B. It was mutually understood in the Naming Rights Agreement that the current signage on the Facility is minimal and additional signage may be desired by Mountain America. Further, it is acknowledged by the parties that the current signage, including the Boards, located at the Northwest and Southwest Pylons ("LED Boards") are dated and updating the current signage would increase the visibility of the exposition center, its sponsors and those conducting events at the Facility;
- C. Section 29 of the Agreement entitled Entire Agreement, permits written changes to be made to the Agreement upon the mutual consent of the parties; and
- D. It has been determined by the Parties to the Agreement that certain provisions should be modified as provided below.

THEREFORE, in consideration of the mutual desires of the Parties expressed herein, it is agreed as follows:

- 1. Paragraph 6.(b), is deleted and replaced as follows:

- b. Production and Installation. Other than as stated herein, Mountain America shall be responsible for paying all costs and expenses associated with the design, permitting, preparation, production, mounting and installation of all exterior and interior Signage, which amounts shall be in addition to, and not a part of, the Naming Rights Fee (as defined in Section 15); however, the County and the Facility Manager shall contribute up to \$15,000 for the initial signage production and installation. The County shall, or cause the Facility Manager to, hire one or more contractors reasonably acceptable to Mountain America to mount and install the Signage. All costs shall be approved in advance by Mountain America.

- (i) Mountain America shall be responsible for paying all costs and expenses associated with the design, permitting, preparation, production, mounting and installation of the Boards, which amounts shall be in addition to, and not a part of, the Naming Rights Fee set forth in the Naming Rights Agreement. Mountain America shall be responsible for all costs and expenses associated with the removal, destruction, and discarding of the old LED signs. Mountain America Credit Union will pay for the following signage as an upgrade to the facility.

Exterior LED Boards:

Three (3) Watchfire x12mm Full Color Display

12' x 9'8" Full Color D/F LED Signs

264 x 216 RGB, Full Color Graphics

- 1.2 quintillion colors capability
- Sign Software included (hundreds of animations included)
- Software training included
- Digital temperature sensor included
- Wireless controls included
- Shipping included
- Warranty: 7-year Factory Parts and 1 year on site labor on all LED
- Monthly service agreement available after 1-year.

Job Specifications:

- Manufacture & Install new LED faces at the Mountain America Expo Center
- Reface existing south pole sign.
- WatchFire LED signs.
- LED faces to be installed below cabinet signs.
- Installation included.

2. Schedule A is amended to include the following:

**Signage:**

- Fifty percent (50%) exposure for Mountain America on all the exterior boards during the term of the Agreement. Salt Lake County will determine the 50% exposure on the boards. Both parties will work together to ensure the content is evenly distributed.

3. All Parts, Paragraphs, Attachments and other provisions of the Agreement and any prior amendments thereof not specifically modified by this amendment shall be the same and remain in full force and effect.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment 1 to be executed as of the date first above written.

SALT LAKE COUNTY

MOUNTAIN AMERICA CREDIT UNION

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

DEPARTMENT OF REGIONAL TRANSPORTATION,  
HOUSING, AND ECONOMIC DEVELOPMENT

By \_\_\_\_\_

Wilf Sommerkorn

Acting Department Director

Dated: \_\_\_\_\_, 20\_\_\_\_