

**NAMING RIGHTS AGREEMENT
AQUATICS CENTER AT DESERET PEAK COMPLEX**

This Naming Rights Agreement (this "**Agreement**") is made effective as of May 20, 2014 (the "**Effective Date**") by and between Tooele County (the "**County**") and EnergySolutions, LLC, a Utah limited liability company ("**EnergySolutions**").

R E C I T A L S:

WHEREAS, the County owns and operates an aquatic center located at the Desert Peak Complex, 2930 West Highway 112, Tooele, Utah 84074 (the "**Facility**"); and

WHEREAS, EnergySolutions desires to associate itself with the Facility and to acquire certain naming and sponsorship rights regarding the Facility pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **Term.** The term of this Agreement shall commence as of June 6, 2017 and shall expire on June 6, 2022 (the "**Term**").

2. **Naming Rights.** The County agrees that, during the Term, the official name of the Facility shall be "EnergySolutions Aquatic Center." EnergySolutions has designed a logo for EnergySolutions Aquatic Center that incorporates EnergySolutions' corporate logo and the words EnergySolutions Aquatic Center, and such design has been reviewed and approved by the County (the "**Facility Logo**"). EnergySolutions is and shall remain the exclusive owner of the mark EnergySolutions Aquatic Center and the Facility Logo. EnergySolutions hereby grants the County a personal, nonexclusive, royalty-free, nontransferable right and license to use the EnergySolutions Aquatic Center mark and the Facility Logo in the performance of its obligations under this Agreement and in the ordinary course of operation of its business, and, during the Term, the County shall have the right to do business as EnergySolutions Aquatic Center and to maintain a fictitious name filing for EnergySolutions Aquatic Center with the Division of Corporations and Commercial Code of the State of Utah Department of Commerce. The name EnergySolutions Aquatic Center and, to the extent possible, the Facility Logo, shall be used in all official references to the Facility by the County, its employees, agents, and Lower Tier Sponsors (as defined below), including all references in all online and printed informational and marketing materials regarding the Facility. The EnergySolutions Aquatic Center mark and the Facility Logo shall appear as set forth in specifications provided by EnergySolutions in the form attached hereto as Exhibit A.

3. **Official Status.** The County and EnergySolutions agree that during the Term, EnergySolutions shall have the exclusive right to refer to and designate itself as the "Official Name Rights Sponsor of the EnergySolutions Aquatic Center." The County agrees that it will not, without the prior written consent of EnergySolutions, pursue any other sponsorship or designation arrangement with any other sponsor, the effect of which would be to derogate EnergySolutions' exclusive naming rights during the Term. The County shall be permitted to enter into agreements for the naming or sponsorship of spaces, rooms, activities or concessions within the Facility during the Term with third parties ("**Lower Tier Sponsors**"), subject to the prior written approval of EnergySolutions, which approval shall not be unreasonably withheld or delayed. All Lower Tier Sponsor advertising and signage at the Facility shall be subject to the prior written approval EnergySolutions, which approval shall not be unreasonably withheld or delayed. Lower Tier Sponsors shall be required to submit all promotional and marketing

materials related to their sponsorship of the Facility to the County and EnergySolutions for prior written approval, which approval shall not be unreasonably withheld or delayed. EnergySolutions shall not be required to obtain the approval of the County or Lower Tier Sponsors for its promotional and marking materials related to the Facility.

4. Facility Signage.

(a) EnergySolutions shall have the right, but not the obligation, to display signage bearing the Facility Logo at the following locations:

(i) A primary building sign located on the south (right) building for entrance to the pool area. The sign will be installed in the front of the building facing the parking lot and mounted in the open structure center line of the building. The sign material will be determined by EnergySolutions in its reasonable discretion and will be no larger than ~7 feet tall by ~17 feet wide (see Exhibit B).

(ii) Supplemental signs (banners) located on poles located on the sidewalk entrance to the pool area and banners installed in the front of the building facing the parking lot and mounted on each of the three poles located on the entrance pathway. The sign material will be determined by EnergySolutions in its reasonable discretion and will be approximately ~8 feet tall by ~4 feet wide (see Exhibit C). In addition to bearing the Facility Logo, the signage may also bear appropriate slogans as shown on Exhibit C.

(iii) A sign located at the entrance to the Deseret Peak Complex off of State Route 112, in the grassy area on the south side of entrance. The sign will be installed using standard mounting material that meets Tooele County code. The sign material will be determined by EnergySolutions in its reasonable discretion and will be no larger than ~2 feet tall by ~3 feet wide and may be double-sided (see Exhibit D).

(iv) A sign located at the corner of Sheep Lane and State Route 112 directly underneath the Deseret Peak Complex sign. The sign will be installed underneath the existing large permanent sign using standard mounting materials. The sign material will be determined by EnergySolutions in its reasonable discretion and will be no larger than ~3 feet tall by ~4 feet wide and may be double-sided (see Exhibit E).

(v) A pool boundary fence sign located on the east side pool fencing facing Sheep Lane. Sign will be installed onto the existing white boundary fencing using standard mounting materials. The sign material will be determined by EnergySolutions in its reasonable discretion and be no larger ~5 feet tall by ~18 feet wide (see Exhibit F). In addition to bearing the Facility Logo, the signage may also bear employee slogans as shown on Exhibit F.

(vi) EnergySolutions shall have the right to display signage at additional locations at the Facility identified by EnergySolutions, subject to the written approval of the County, which approval shall not be unreasonably withheld or delayed.

(b) All interior and exterior signage bearing the Facility Logo shall be produced at EnergySolutions' expense and will be subject to the County's prior approval, which approval will not be unreasonably withheld or delayed. All such signage will comply with local building code requirements. EnergySolutions shall be responsible for the construction, installation and maintenance of all signage bearing the Facility Logo. The County shall cooperate with EnergySolutions in coordinating the

installation of the signage. The County shall be responsible for providing, maintaining and paying for the electricity costs to operate the signage. The County and EnergySolutions shall cooperate in good faith in securing the necessary governmental permits, if any, to install the signage.

5. Promotional Fee. As full consideration for the sponsorship and promotional rights granted to EnergySolutions herein, EnergySolutions shall pay by check 5 equal annual installments of Twenty-Five Thousand Dollars (\$25,000), with the first such payment due on June 20, 2017 and each subsequent annual payment on or before June 1 of each year during the Term. Each such check shall be mailed or delivered to the Tooele County Treasurer's Office at 47 South Main Street, Tooele, Utah 84074.

6. Miscellaneous Benefits.

(a) Each year during the Term, the County shall host one private EnergySolutions corporate pool party at the Facility at no cost to EnergySolutions, on dates to be mutually agreed upon in good faith by the parties.

(b) Each year during the Term, the County shall provide One Hundred (100) Facility family season passes to EnergySolutions at no cost. A family season pass allows the holder of the pass and their immediate family members (spouse & dependants) admission to the Facility for entire season.

(c) During the Term, if the County decides to charge parking fees for patrons of the Facility, the County will provide free parking at the Facility to employees of EnergySolutions.

7. Operation and Maintenance of Facility. Subject to Section 4(b) above with respect to EnergySolutions' obligations with respect to signage bearing the Facility Logo, the County agrees to properly operate and maintain the Facility in good working order, and shall be responsible for all costs related to the operation and maintenance of the Facility, including, but not limited to, expenses related to all necessary insurance policies and governmental permits.

8. Rights of First Negotiation and Refusal. On or before 90 days prior to the end of the Term, the County and EnergySolutions shall negotiate together in good faith to extend the Term of this Agreement on terms that are mutually agreeable. If the parties are unable to come to an agreement on such extension by 60 days prior to the end of the Term, the County may market and offer the naming and sponsorship rights to the Facility to third-parties, subject to Section 9 below.

9. Right of First Refusal. In the event EnergySolutions and the County are unable to come to an agreement for an extension of the Term pursuant to Section 8 above, EnergySolutions shall have a continuing right of first refusal (the "**ROFR**") on maintaining naming and sponsorship rights for the Facility. If the County receives a bona fide offer on terms acceptable to the County that gives a third-party naming and sponsorship rights to the Facility, the County shall notify EnergySolutions in writing of its receipt of such offer, including a copy of such offer ("**County's ROFR Notice**"). EnergySolutions shall have fifteen (15) calendar days from receipt of County's ROFR Notice to exercise its right to enter into an agreement with the County on the same material economic terms as those set forth in such third-party offer. To the extent that the EnergySolutions fails to notify the County, or elects not to exercise such ROFR in writing within such 15-day period, the County may then proceed to enter into an agreement with such third party on the terms set forth in County's ROFR Notice, and EnergySolutions shall have no further ROFR rights with respect to any future naming or sponsorship rights to the Facility. If, for any reason, the County and such third party have not entered into an agreement within ninety (90) calendar days after the date on which County's ROFR Notice is received by EnergySolutions, or if the

material financial terms of such third-party offer change by more than ten percent (10%), then the ROFR and the requirements of this provision shall be reinstated.

10. Protection of Rights. The County recognizes that *EnergySolutions* will supply valuable consideration for an exclusive association relationship with it for the naming and sponsorship rights of the Facility and that any dilution or diminution of such exclusivity will seriously impair *EnergySolutions'* rights. The County shall use its best efforts to take any and all steps reasonably necessary to protect the associational rights granted to *EnergySolutions* under this Agreement. Such opposition may include, but not be limited to, written complaints to the violating party in the nature of a cease and desist communication.

11. Indemnification. The County shall be liable for and hereby agrees fully to defend, release, discharge, indemnify and hold harmless *EnergySolutions*, its parent companies, subsidiaries and affiliates, and their respective directors, officers, managers, employees and agents (collectively, the "**Indemnified Parties**") from an against any and all claims, demands, damages, liability, suits, judgments, actions, causes of action, losses, costs and expenses of any kind, character or nature whatsoever, including attorney fees, costs and expenses in connection therewith and expenses of investigation and litigation thereof, which may be suffered by, accrued against, charged to or recoverable from any of the Indemnified Parties, resulting from (i) any claim of false or deceptive advertising resulting from the use by the Facility or the County of the *EnergySolutions* Aquatic Center name or the Facility Logo in advertising or promotional materials, or (ii) any claim of damage to property or of death or injury to persons resulting from the acts or omissions of the County, employee of the Facility or Facility user in connection with its ownership, operation or use of the Facility.

12. Insurance. The County shall procure and maintain in full force and effect during the Term a policy or policies of comprehensive general liability insurance covering personal injury, bodily injury and property damage in an amount not less than Five Million Dollars (\$5,000,000) combined single limit per occurrence. Each such policy shall be endorsed to name *EnergySolutions* as an additional insured, and to provide that such policy or policies or any part thereof may not be cancelled, terminated or materially altered or amended without thirty (30) days prior written notice to *EnergySolutions*. Not later than June 1, 2017 and from time to time thereafter upon *EnergySolutions'* request, the County shall provide evidence reasonably satisfactory to *EnergySolutions* of its compliance with the provision of this Section 12.

13. Termination.

(a) Notwithstanding anything herein to the contrary, this Agreement may be terminated by either party upon written notice to the other party if the other party fails to perform or observe any material term, covenant or condition of this Agreement and such failure shall continue for more than sixty (60) days after written notice of such failure to the breaching party.

(b) Upon the expiration or earlier termination of this Agreement, the County shall cease using or disseminating any and all materials (including Facility signage) bearing the name *EnergySolutions* Aquatic Center or the Facility Logo, and the County shall cease doing business as *EnergySolutions* Aquatic Center; provided, however, than any materials (including signage) duly authorized and approved in accordance with this Agreement may be used, sold, disposed of or distributed for a period of thirty (30) days following expiration or earlier termination of the Agreement.

14. Notices. Any notification required by the terms of this Agreement shall be given in writing and shall be deemed effective upon personal delivery or within three (7) days of deposit with the

United States Postal Service, by registered or certified mail, with postage and fees prepaid. Notices must be given at the following addresses.

If to *EnergySolutions*:

EnergySolutions, LLC

299 South Main Street Suite 1700
Salt Lake City, UT 84111
Attn: Russ Workman
Deputy General Counsel
Email: rgworkman@energysolutions.com

If to the County:

Tooele County Attorney's Office
74 South 100 East #26
Tooele, UT 84074
Attn. Tooele County Attorney

15. Confidentiality. Except in any proceeding to enforce the provisions of this Agreement or by the order of any court of competent jurisdiction, no party hereto, nor any of its directors, officers, employees or agents, shall publicize or disclose to any non-party to this Agreement any of the terms or conditions hereof without the prior written consent of the other party hereto. If any party or any of its directors, officers, employees or agents is served with a subpoena or other process requiring the production or disclosure of the Agreement or any of its terms or conditions, then the person or entity receiving such subpoena or other process, before complying with the same, shall immediately notify the other party and permit such party a reasonable period of time to intervene to contest disclosure or production. The provisions of this Section 15 shall survive the expiration or earlier termination of this Agreement.

16. Casualty. If at any time during the Term the Facility or any portion thereof shall be damaged or destroyed by fire, flood, windstorm or other casualty, the County shall notify *EnergySolutions* promptly. Within thirty (30) days thereafter, the County shall provide *EnergySolutions* with a reasonable, good faith written estimate of the schedule for repair, reconstruction or restoration of the Facility or a statement that the Facility will not be repaired, reconstructed or restored. If the Facility will not be repaired, reconstructed or restored, or if such repair, reconstruction or restoration is not possible in accordance with the County's estimate within one hundred eighty (180) days following the date of the damage, *EnergySolutions* shall have the option to terminate this Agreement on written notice to the County within thirty (30) days after *EnergySolutions*' receipt of the estimate from the County. If the County estimates, that repair, reconstruction or restoration will be completed within one hundred eighty (180) days following the date of the damage or destruction, or *EnergySolutions* does not exercise its option to terminate this Agreement in accordance with the preceding sentence, the rights and obligation of the respective parties under this Agreement shall be suspended for the length of time necessary to substantially complete the repair, reconstruction or restoration. The Term shall be automatically extended for a length of time equal to the duration of the suspension.

17. Relationships. This Agreement shall not be deemed to create any partnership or joint venture, nor to create any agency relationship, between the parties, nor to create any rights in favor of any person or entity other than the parties hereto. No party is authorized to accept service of process on behalf of the other party.

18. Entire Agreement. This Agreement constitutes the entire contract between the parties hereto with regard to the subject matter hereof. They supersede any other agreements, representations or understandings (whether oral or written and whether express or implied) which relate to the subject matter hereof.

19. Waiver. No waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other or subsequent breach or condition whether of like or different nature.

20. Severability. The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

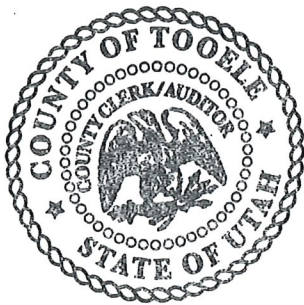
21. Signature in Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the parties hereto have executed this Naming Rights Agreement effective as of the date first written above.

ATTEST:



Marilyn K. Gillette
TOOELE COUNTY CLERK/AUDITOR



TOOELE COUNTY

By: 
Name: WADE BUTLER
Title: COMMISSION CHAIR

ENERGYSOLUTIONS, LLC

By: 
Name: David J. Lockwood
Title: CEO, EnergySolutions

(Signature Page to Naming Rights Agreement)

Exhibit A

EnergySolutions Aquatic Center Logo



Exhibit B

EnergySolutions Aquatic Center
Building Sign and Material Cut-sheet

ARTWORK FOR APPROVAL

Revised 4/28/14

Please note changes, if any, or signify your approval and return to Hightech Signs.



This artwork is submitted for your proposed project. It is not to be used, reproduced, copied, or exhibited without written consent of Hightech Signs.

HIGHTECH SIGNS

Dan Christensen

Account Manager

Client: **ENERGY SOLUTIONS**
Client Contact: Shanon Y. Brown
Address
Phone:
Installation Address

Customer Approval

Signature

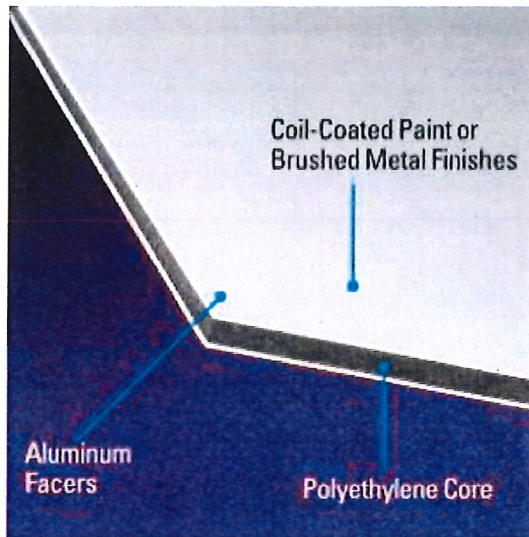
Date

Note:
Colors shown
do not always
accurately depict
actual color.

1201 S. Redwood Rd. #1 • Salt Lake City, UT 84104 • Office: 801-972-6464 • Fax: 801-972-4615 • www.HightechSigns.com

Exhibit B

EnergySolutions Aquatic Center Building Sign and Material Cut-sheet



Dibond® is the industry's leading aluminum composite material (ACM) for more than 15 years. It is comprised of two pre-painted sheets of .012" aluminum with a solid polyethylene core. Made In USA.

- Excellent for digital printing as well as mounting
- Flattest panel on the market
- Superior surface protects expensive digital and screenprinted graphics
- Provides excellent durability in outdoor applications
- Won't bow or oil can
- Approximately one half the weight of aluminum
- Can be routed and returned to add dimension or roll-formed to deliver sweeping curves

Flammability Characteristics

- Self extinguishing
- UL 94V-0
- Class 1 or Class A fire rating (ASTM E-84)

Recommended Applications

- P-O-P Displays Long-term application life
- Exhibits & Kiosks Long-term application life
- Framing Long-term application life
- Framing - Archival Long-term application life
- Signage - Interior Long-term application life
- Signage - Exterior Long-term application life
- Signage - Structural Long-term application life

Recommended Fabrications

- Mounting Cold mounting techniques only
- Repositioning Vinyl
- Digital Printing
- Screen Printing
- Painting
- Saw Cutting
- Routing
- Die Cut/Punch Punch press die set is required; not a steel rule die
- Forming Curves

Exhibit C

EnergySolutions Aquatic Center Pole Banners and Material Cut-sheet

ARTWORK FOR APPROVAL

5/12/14

Please note changes, if any, or signify your approval and return to Hightech Signs.



**MESH Flag Banners
Printed 1 side**

This artwork is submitted for your proposed project. It is not to be used, reproduced, copied, or exhibited without written consent of Hightech Signs.

HIGHTECHSIGNS

Client: **ENERGY SOLUTIONS**
Client Contact: *Shanon Y. Brown*
Address
Phone:
Installation Address

Customer Approval

Note:
Colors shown
do not always
accurately depict
actual color.

Dan Christensen
Account Manager

Signature

Date

1201 S. Redwood Rd. #1 • Salt Lake City, UT 84104 • Office: 801-972-6464 • Fax: 801-972-4615 • www.HightechSigns.com

Exhibit C

EnergySolutions Aquatic Center
Pole Banners and Material Cut-sheet

ARTWORK FOR APPROVAL

5/5/14

Please note changes, if any, or signify your approval and return to Hightech Signs.

13oz. Mesh Banner

Mesh banners are a great solution for windy locations instead of using wind slits which may cause your banner to tear out. Mesh banners are printed on a polyester material that allows the air to blow through. There are criss crossed fibers that you can see through to some extent, but it still has a printable surface



This artwork is submitted for your proposed project. It is not to be used, reproduced, copied, or exhibited without written consent of Hightech Signs.



Client: **ENERGY SOLUTIONS**
Client Contact: *Sharon*
Address
Phone:
Installation Address

Dan Christensen
Account Manager

Customer Approval

Signature

Date

Note:
Colors shown
do not always
accurately depict
actual color.

1201 S. Redwood Rd. #1 • Salt Lake City, UT 84104 • Office: 801-972-6464 • Fax: 801-972-4615 • www.HightechSigns.com

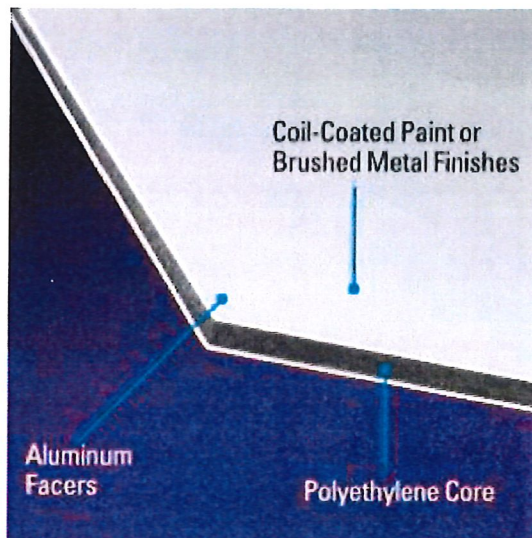
Exhibit D

EnergySolutions Aquatic Center Entrance Sign and Material Cut-sheet



Exhibit D

EnergySolutions Aquatic Center Entrance Sign and Material Cut-sheet



Dibond® is the industry's leading aluminum composite material (ACM) for more than 15 years. It is comprised of two pre-painted sheets of .012" aluminum with a solid polyethylene core. Made In USA.

- Excellent for digital printing as well as mounting
- Flattest panel on the market
- Superior surface protects expensive digital and screenprinted graphics
- Provides excellent durability in outdoor applications
- Won't bow or oil can
- Approximately one half the weight of aluminum
- Can be routed and returned to add dimension or roll-formed to deliver sweeping curves

Flammability Characteristics

- Self extinguishing
- UL 94V-0
- Class 1 or Class A fire rating (ASTM E-84)

Recommended Applications

- P-O-P Displays Long-term application life
- Exhibits & Kiosks Long-term application life
- Framing Long-term application life
- Framing - Archival Long-term application life
- Signage - Interior Long-term application life
- Signage - Exterior Long-term application life
- Signage - Structural Long-term application life

Recommended Fabrications

- Mounting Cold mounting techniques only
- Repositioning Vinyl
- Digital Printing
- Screen Printing
- Painting
- Saw Cutting
- Routing
- Die Cut/Punch Punch press die set is required; not a steel rule die
- Forming Curves

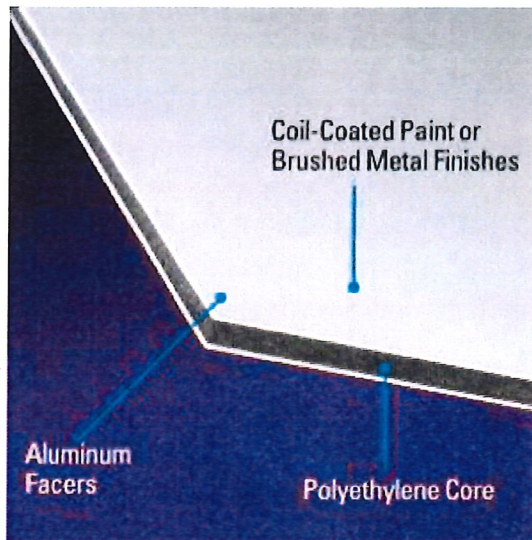
Exhibit E

EnergySolutions Aquatic Center
Deseret Peak Complex Sign and Material Cut-sheet



Exhibit E

EnergySolutions Aquatic Center Deseret Peak Complex Sign and Material Cut-sheet



Dibond® is the industry's leading aluminum composite material (ACM) for more than 15 years. It is comprised of two pre-painted sheets of .012" aluminum with a solid polyethylene core. Made In USA.

- Excellent for digital printing as well as mounting
- Flattest panel on the market
- Superior surface protects expensive digital and screenprinted graphics
- Provides excellent durability in outdoor applications
- Won't bow or oil can
- Approximately one half the weight of aluminum
- Can be routed and returned to add dimension or roll-formed to deliver sweeping curves

Flammability Characteristics

- Self extinguishing
- UL 94V-0
- Class 1 or Class A fire rating (ASTM E-84)

Recommended Applications

- P-O-P Displays Long-term application life
- Exhibits & Kiosks Long-term application life
- Framing Long-term application life
- Framing - Archival Long-term application life
- Signage - Interior Long-term application life
- Signage - Exterior Long-term application life
- Signage - Structural Long-term application life

Recommended Fabrications

- Mounting Cold mounting techniques only
- Repositioning Vinyl
- Digital Printing
- Screen Printing
- Painting
- Saw Cutting
- Routing
- Die Cut/Punch Punch press die set is required; not a steel rule die
- Forming Curves

Exhibit F

EnergySolutions Aquatic Center
Pool Boundary Fence and Material Cut-sheet

ARTWORK FOR APPROVAL

5/8/14

Please note changes, if any, or signify your approval and return to Hightech Signs.



Big Mesh Banner on EAST Pool Fence

This artwork is submitted for your proposed project. It is not to be used, reproduced, copied, or exhibited without written consent of Hightech Signs.

HIGHTECH SIGNS

Dan Christensen

Account Manager

Client: **ENERGY SOLUTIONS**
Client Contact: *Shanon Y. Brown*
Address
Phone:
Installation Address

Customer Approval

Signature

Date

Note:
Colors shown
do not always
accurately depict
actual color.

1201 S. Redwood Rd. #1 • Salt Lake City, UT 84104 • Office: 801-972-6464 • Fax: 801-972-4615 • www.HightechSigns.com

Exhibit F

EnergySolutions Aquatic Center
Pool Boundary Fence and Material Cut-sheet

ARTWORK FOR APPROVAL

5/5/14

Please note changes, if any, or signify your approval and return to Hightech Signs.

13oz. Mesh Banner

Mesh banners are a great solution for windy locations instead of using wind slits which may cause your banner to tear out. Mesh banners are printed on a polyester material that allows the air to blow through. There are criss crossed fibers that you can see through to some extent, but it still has a printable surface



This artwork is submitted for your proposed project. It is not to be used, reproduced, copied, or exhibited without written consent of Hightech Signs.



Client: **ENERGY SOLUTIONS**
Client Contact: *Shanon*
Address
Phone:
Installation Address

Dan Christensen

Account Manager

Customer Approval

Signature

Date

Note:
Colors shown
do not always
accurately depict
actual color.

1201 S. Redwood Rd. #1 • Salt Lake City, UT 84104 • Office: 801-972-6464 • Fax: 801-972-4615 • www.HightechSigns.com