ORDINANCE NO. O-44-2025

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, APPROVING THE SUMMITIG UTAH, LLC FRANCHISE AGREEMENT

PREAMBLE

WHEREAS, SummitIG Utah, LLC is a telecommunications fiber company seeking to install and operate its equipment within the public rights-of-way in Eagle Mountain City; and

WHEREAS, the City has authority under state law to grant non-exclusive franchises for the use of its public rights-of-way for telecommunications and related services; and

WHEREAS, Eagle Mountain City staff has negotiated the terms of a Franchise Agreement with SummitIG Utah, LLC to establish the conditions under which SummitIG Utah may install, operate, and maintain its infrastructure; and

WHEREAS, the proposed Franchise Agreement outlines SummitIG Utah's responsibilities, including compliance with applicable laws, restoration of disturbed property, and payment of applicable fees; and

WHEREAS, the City Council finds that entering into the Franchise Agreement with SummitIG Utah, LLC, as set forth in Exhibit A, is in the best interest of the City and its residents by supporting infrastructure expansion and telecom connectivity;

NOW THEREFORE, BE IT ORDAINED by the City Council of Eagle Mountain City, Utah:

1. The City Council finds that all required notices and hearings have been completed as required by law to consider and approve the SummitIG Utah, LLC Franchise Agreement, as set forth in Exhibit A. The agreement is approved by this Ordinance.

2. This Ordinance shall take effect upon its first publication or posting.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 7th day of October, 2025.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Gina L. Olsen, CMC
City Recorder

CERTIFICATION

The above ordinance was adopted by the City Council of Eagle Mountain City on the 7th day of October, 2025.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
☑ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☑ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Jared Gray	☐ Jared Gray	☑ Jared Gray	☐ Jared Gray
☑ Rich Wood	☐ Rich Wood	☐ Rich Wood	☐ Rich Wood
☑ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

Gina L. Olsen

Gina L. Olsen, CMC
City Recorder

EAGLE MOUNTAIN 19 96 CORPORATE SEAL

Posted on 10/10/25 by LM.

Exhibit A

FRANCHISE AGREEMENT BETWEEN
EAGLE MOUNTAIN CITY AND SUMMITIG UTAH, LLC

THIS FRANCHISE AGREEMENT (hereinafter "Agreement") is entered into by and between Eagle Mountain City, Utah (hereinafter "CITY"), a municipal corporation and political subdivision of the State of Utah with principal offices at 1650 E. Stagecoach Run, Eagle Mountain, Utah, 84005, and SummitIG Utah, LLC, a Delaware limited liability company (hereinafter " PROVIDER") with its principal offices at 22365 Broderick Drive, Suite 250, Sterling, Virginia 20166.

WITNESSETH:

WHEREAS, PROVIDER desires to construct, install, and maintain one or more conduits, for the insertion and operation of Wire to provide Telecommunications services in, under, along, over and across present and future rights-of-way of CITY; and

WHEREAS, CITY has enacted Chapter 13.10 of the Eagle Mountain City Municipal Code titled "Telecommunications and Cable System/Video Provider Franchises" (the "Telecommunications Ordinance") which governs the application and review process for telecommunication franchises in CITY; and

WHEREAS, CITY believes that it is in the best interest of the public to provide PROVIDER a nonexclusive franchise to operate a telecommunications network in CITY.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration, CITY and PROVIDER agree as follows:

ARTICLE I
FRANCHISE AGREEMENT AND ORDINANCE

1.1 Agreement. Upon execution by the parties, this Agreement shall be deemed to constitute a contract by and between CITY and PROVIDER.

1.2 Ordinance. CITY has adopted the Telecommunications Ordinance which is incorporated herein by reference. PROVIDER acknowledges that it has had an opportunity to read and become familiar with the Telecommunications Ordinance. The parties agree that the provisions and requirements of the Telecommunications Ordinance are material terms of this Agreement, and that each party hereby agrees to be contractually bound to comply with the terms of the Telecommunications Ordinance, as amended. The definitions in the Telecommunications Ordinance shall apply herein unless a different meaning is indicated. Words, terms, and phrases which are not specifically defined herein, but are defined in 47 U.S.C. § 153, shall have the technical meaning provided by that section as of the date of this Agreement. Nothing in this Section shall be deemed to require PROVIDER to comply with any provision of the Telecommunications Ordinance which is determined to be unlawful or beyond CITY's authority.

1.3 Ordinance Amendments. CITY reserves the right to amend the Telecommunications Ordinance at any time. CITY shall give PROVIDER notice and an opportunity to be heard concerning any proposed amendment. If there is any inconsistency between PROVIDER's rights and obligations under the Telecommunications Ordinance as amended and this Agreement, the provisions of this Agreement shall govern during its term, provided however that the PROVIDER agrees that it is subject to the lawful exercise of the police power of the CITY. Otherwise, PROVIDER agrees to comply with any such amendments.

1.4 Franchise Description. This Agreement shall confer upon PROVIDER the nonexclusive right, privilege, and franchise to construct and maintain a telecommunications network in, under, above and across the present and future public rights-of-way in CITY. The franchise does not grant to PROVIDER the right, privilege or authority to engage in community antenna (or cable) television business; although, nothing contained herein shall preclude PROVIDER from: (1) permitting those with a cable franchise who are lawfully engaged in such business to utilize PROVIDER's System within CITY for such purposes; or (2) from providing such service in the future if an appropriate franchise is obtained and all other legal requirements have been satisfied.

1.5 Restoration. If, during the course of work pursuant to the authority granted under this Agreement, PROVIDER causes damage to or alters the public or private property, PROVIDER shall (at its own cost and expense and in a manner reasonably approved by the City) replace and restore it in as good a condition as existed before the work commenced.

1.6 Licenses. PROVIDER acknowledges that it has obtained the necessary approvals, licenses or permits required by federal and state law to provide telecommunication services consistent with the provisions of this Agreement and with the Telecommunications Ordinance.

1.7 Notices. PROVIDER acknowledges its obligation to provide property owners notice at least 48 hours in advance of entering their property in compliance with the requirements of the Telecommunications Ordinance. PROVIDER shall document its efforts to comply with the notice provisions of the Telecommunications Ordinance and provide that documentation to the CITY upon request. Failure to comply with the notice provisions of this Section shall constitute a material breach of the Agreement.

1.8 Business License. PROVIDER acknowledges that PROVIDER must obtain and keep a business license from the City to operate any business within the CITY.

1.9 Relationship. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with each other.

ARTICLE II
FRANCHISE FEE

2.1 Franchise Fee. For the Franchise granted herein, and as fair and reasonable compensation to the CITY for the use of the Rights-of-Way, PROVIDER shall pay the Municipal Telecommunication License Tax authorized by Municipal Telecommunications License Tax Act

(Utah Code Ann. §§10-1-401 to 10-1-410, as amended) and the Telecommunications Ordinance. The telecommunications tax shall be calculated in the manner provided in such law (or its replacement) and shall be paid by PROVIDER to the Utah State Tax Commission, and sent as follows:

Utah State Tax Commission
210 North 1950 West
Salt Lake City, Utah 84134

or any successor address designated by the Utah State Tax Commission. Payments shall be made at the times and in the manner prescribed by the Municipal Telecommunications License Tax Act and the Telecommunications Ordinance.

2.2 Additional Infrastructure or Services. CITY reserves any and all rights it may have now or in the future to legally impose taxes, charges and fees, and to regulate or otherwise condition the use of technology and related activities and services to be provided pursuant to this Agreement that are not taxed or regulated through the Municipal Telecommunications License Tax Act. PROVIDER shall be subject to any future taxes, fees or charges that CITY lawfully imposes on all providers of infrastructure or services that are substantially similar to PROVIDER in the future that are not taxed or regulated through the Municipal Telecommunications License Tax Act, unless the CITY is preempted from imposing such taxes, fees or regulations by state or federal laws.

2.3 Equal Treatment. In accordance with Utah Code Ann. §10-1-406(3)(b), the CITY tax or fees imposed under the Municipal Telecommunications License Tax Act shall be imposed on competitively neutral basis. To foster an environment where service providers using the public rights-of-way can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to the residents; promote local communications infrastructure investments and economic opportunities in the CITY; and provide flexibility in the event of subsequent changes in the law, CITY may require modifications to this Agreement that are required to maintain competitive neutrality of providers of similar services within the CITY.

ARTICLE III
TERM AND RENEWAL

3.1 Term and Renewal. The franchise granted to PROVIDER shall be for a period of ten (10) years commencing on the first day of the month following this Agreement, unless this Franchise be sooner terminated as herein provided. At the end of the initial five (5) year term of this Agreement, the franchise granted herein may be renewed by PROVIDER upon the same terms and conditions as contained in this Agreement for an additional five (5) year term, by providing to CITY's representative designated herein written notice of PROVIDER's intent to renew not less than ninety (90) calendar days before the expiration of the initial franchise term.

3.2 Rights of PROVIDER Upon Expiration or Revocation. Upon expiration of the franchise granted herein, whether by lapse or time, by agreement between PROVIDER and CITY, or by revocation or forfeiture, PROVIDER shall have the right to remove from the Rights-of-Way any and all of its system, but in such event, it shall be the duty of PROVIDER, immediately upon such removal, to restore the Rights-of-Way from which such System is removed to as good condition as the same was before the removal was effected. In the alternative, PROVIDER may, upon CITY's approval, abandon some or all of PROVIDER's system in place.

ARTICLE IV
PUBLIC USE RIGHTS

4.1 City Uses of Poles and Overhead Structures. CITY shall have the right, without cost, to use all poles owned by PROVIDER (if any) within CITY for fire alarms, police signal systems, or any lawful public use; provided, however, any said uses by CITY shall be for activities owned, operated or used by CITY for any public purposes and shall not include the provision of telecommunications service to third parties or otherwise in a manner which would commercially compete with PROVIDER's operations or services; and provided that such CITY use does not unreasonably interfere with PROVIDER's operations or services.

4.2 Limitations on Use Rights. Nothing in this Agreement shall be construed to require PROVIDER to build or construct poles, increase pole capacity, alter the manner in which PROVIDER attached equipment to the poles, or alter the manner in which PROVIDER operates and maintains its equipment. Such CITY attachments shall be installed and maintained in accordance with the reasonable requirements of PROVIDER and the current National Electrical Safety Code. CITY attachments shall be attached or installed only after written approval by PROVIDER, which approval will be processed in a timely manner and will not be unreasonably withheld.

4.3 Maintenance of CITY Facilities. CITY's use rights shall also be subject to the parties reaching an agreement regarding CITY's maintenance of CITY attachments.

ARTICLE V
POLICE POWERS

CITY expressly reserves, and PROVIDER expressly recognizes, CITY's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as CITY may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

ARTICLE VI
RELOCATION OF TELECOMMUNICATIONS NETWORK

Whenever CITY, for any lawful public purpose, shall require the relocation or reinstallation of any property of PROVIDER or its successors in any of the streets, alleys, rights-of-way, or public property of CITY, it shall be the obligation of PROVIDER, upon notice of such requirement and written demand made of PROVIDER, and within a reasonable time thereof, but not less than sixty (60) calendar days, to remove and relocate or reinstall such facilities as may be reasonably necessary to meet the requirements of CITY. Such relocation, removal, or reinstallation by PROVIDER shall be at no cost to CITY; provided, however, that PROVIDER and its successors and assigns may maintain and operate such facilities, with the necessary appurtenances, in the new location or locations without additional payment, if the new location is a public place. Any money and all rights to reimbursement from the State of Utah or the federal government to which

PROVIDER may be entitled for work done by PROVIDER pursuant to this paragraph shall be the property of PROVIDER. CITY shall assign or otherwise transfer to PROVIDER all rights CITY may have to recover costs for such work performed by PROVIDER and shall reasonably cooperate with PROVIDER's efforts to obtain reimbursement. In the event CITY has required PROVIDER to relocate its facilities to accommodate a private third party, CITY shall use good faith to require such third party to pay the costs of relocation. Notwithstanding anything to the contrary herein, PROVIDER's use of the rights-of-way shall in all matters be subordinate to CITY's use of the rights-of-way for any public purpose. CITY and PROVIDER shall coordinate the placement of their respective facilities and improvements in a manner which minimizes adverse impact on each other. Where placement is not otherwise regulated, the facilities shall be placed with adequate clearance from any existing or contemplated public facility, building, or capital improvement project, including without limitation streets, alleys, sidewalks, sewer, water drainage, right-of-way improvements, poles, lines, wires, conduits, and any project planned or undertaken by CITY or any governmental entity for construction, reconstruction, maintenance, or repair of public facilities or improvements, or any other purpose of a public nature so as not to impact or be impacted by such public improvements.

ARTICLE VII
CHANGING CONDITIONS AND SEVERABILITY

7.1 Meet to Confer. PROVIDER and CITY recognize that many aspects of the telecommunication business are currently the subject of discussion, examination and inquiry by different segments of the industry and affected regulatory authorities and that these activities may ultimately result in fundamental changes in the way PROVIDER conducts its business and the way CITY regulates the business. In recognition of the present state of uncertainty respecting these matters, PROVIDER and CITY each agree, upon request of the other during the term of this Agreement, to meet with the other and discuss in good faith whether it would be appropriate, in view of developments of the kind referred to above during the term of this Agreement, to amend this Agreement or enter into separate, mutually satisfactory arrangements to effect a proper accommodation of any such developments.

7.2 Severability. If any section, sentence, paragraph, term or provision of this Agreement or the Telecommunications Ordinance is for any reason determined to be or rendered illegal, invalid, or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof. If the invalidated portion is considered a material consideration for entering into this Agreement, however, the parties will negotiate, in good faith, an amendment to this Agreement. As used herein, "material consideration" for CITY is its ability to collect the Franchise Fee during the term of this Agreement and its ability to manage the rights-of-way in a manner similar to that provided in this Agreement, the Telecommunications Ordinance, and CITY's Excavation Permit Ordinance. For PROVIDER, "material consideration" is its ability to use the Rights-of-Way for telecommunication purposes in a manner similar to that provided in this Agreement, the Telecommunications Ordinance, and

CITY's Excavation Permit Ordinance (EMMC Chapter 12.10, as amended).

7.3 Assignment. The PROVIDER shall not sell, transfer or assign the franchise or any rights under this Agreement to another entity, unless the CITY shall first give its approval in writing, which approval shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, when said sale, transfer, or assignment is to an entity controlling, controlled by, or under common control with the PROVIDER, approval by the CITY shall not be required.

ARTICLE VIII
EARLY TERMINATION, REVOCATION OF FRANCHISE, AND OTHER REMEDIES

8.1 Grounds for Termination. CITY may terminate or revoke this Agreement and all rights and privileges herein provided for any of the following reasons:

(a) PROVIDER fails to make timely payments of the franchise fee as required under Article II of this Agreement and does not correct such failure within sixty (60) calendar days after written notice by CITY of such failure;

(b) PROVIDER, by act or omission, materially violates a material duty herein set forth in any particular within PROVIDER's control, and with respect to which redress is not otherwise herein provided. In such event, CITY, acting by or through its CITY Council, may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving PROVIDER notice of such determination, PROVIDER, within sixty (60) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such 90-day period and failure to correct such conditions, CITY may declare the franchise forfeited and this Agreement terminated, and thereupon, PROVIDER shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the 90-day time period provided above, CITY shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of PROVIDER; or

(c) PROVIDER becomes insolvent, unable or unwilling to pay its debts, is adjudged bankrupt, or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by PROVIDER within sixty (60) days.

8.2 Reserved Rights. Nothing contained herein shall be deemed to preclude PROVIDER from pursuing any legal or equitable rights or remedies it may have to challenge the action of CITY.

8.3 Remedies at Law. In the event PROVIDER or CITY fails to fulfill any of its respective obligations under this Agreement, CITY or PROVIDER, whichever the case may be, shall have a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this agreement shall become effective without such action that would be necessary to formally amend the Agreement.

8.4 Third Party Beneficiaries. The benefits and protection provided by this Agreement shall inure solely to the benefit of CITY and PROVIDER. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

ARTICLE IX
NOTICE

9.1 Notice to CITY. All notices from PROVIDER to CITY pursuant to or concerning this Agreement, shall be delivered to City Recorder, 1650 E. Stagecoach Run, Eagle Mountain, Utah 84005, or such other officer and address as CITY may designate by written notice to PROVIDER.

9.2 Notice to PROVIDER. All notices from CITY to PROVIDER pursuant to or concerning this Agreement, shall be delivered to PROVIDER's headquarter offices at 22365 Broderick Drive, Suite 250, Sterling, VA 20166 (with an electronic copy to legal@summitig.com), and such other office as PROVIDER may designate by written notice to CITY.

ARTICLE X
INSURANCE, INDEMNIFICATION, AND BONDING

10.1 Insurance. Prior to commencing operations in CITY pursuant to this Agreement, PROVIDER shall provide evidence of insurance in accordance with the Telecommunications Ordinance and the policy or policies of insurance shall be maintained by provider in full force and effect during the entire term of the franchise.

10.2 Indemnification. PROVIDER agrees to indemnify, defend and hold CITY harmless from and against any and all claims, demands, liens, and all liability or damage of whatsoever kind on account of or arising from PROVIDER's acts or omissions pursuant to or related to this Agreement, and to pay any and all costs, including reasonable attorneys' fees, incurred by CITY in defense of such claims. CITY shall promptly give written notice to PROVIDER of any claim, demand, lien, liability, or damage, with respect to which CITY seeks indemnification and, unless in CITY's judgment a conflict of interest may exist between the parties with respect to the claim, demand, lien, liability, or damage, CITY shall permit PROVIDER to assume the defense of such with counsel of PROVIDER's choosing, unless CITY reasonably objects to such counsel. Notwithstanding any provision of this Section to the contrary, PROVIDER shall not be obligated to indemnify, defend or hold CITY harmless to the extent any claim, demand, lien, damage, or liability arises out of or in connection with negligent acts or omissions of CITY or the willful misconduct of CITY or any of its officers, employees or agents. In no event shall either party be liable for any consequential, special, incidental, punitive, indirect or similar damages.

10.3 Bonding. Prior to commencing any work within the public utility easement, PROVIDER shall furnish to CITY a surety bond guaranteeing the full and faithful performance of all work and restoration obligations required under this Agreement and applicable municipal code. The bond shall remain in effect throughout the term of this Agreement. It shall be issued by a company authorized to do business in Utah and the bond amount shall be $2,500.

ARTICLE XI
INSTALLATION

11.1 Coordinated Installation. In order to prevent and/or minimize the number of cuts to and excavations within CITY Rights-of-Way, PROVIDER shall reasonably coordinate with CITY and other providers or users of CITY Rights-of-Way, when such cuts and excavations will be made. Unless otherwise permitted and when commercially reasonably, installation, repairs, or maintenance of lines and facilities within CITY Rights- of-Way shall be made in the same trench and at the time other installations, repairs or maintenance of facilities are conducted within CITY Rights-of-Way. In order to limit damage to recently completed or resurfaced roads, CITY specifically reserves the right to limit cuts or excavation in roads for a period of time after completion, repaving or overlay of roads.

11.2 Underground Installation. Unless otherwise approved by the CITY or allowed by the Telecommunications Ordinance, all of PROVIDER's facilities within CITY shall be constructed underground (other than grade-level handholes and manholes, which shall remain flush to the ground, and marker posts as approved by the CITY). PROVIDER expressly agrees to install and maintain all of its facilities in accordance with CITY Ordinances regarding the undergrounding of utility lines, in effect at the time this Agreement is entered into and as subsequently amended during the term of this Agreement. Nothing herein shall require PROVIDER to convert existing overhead facilities to underground facilities until and unless other similarly situated providers in the same location are required to do so.

ARTICLE XII
GENERAL PROVISIONS

12.1 Binding Agreement. The parties represent that: (a) when executed by their respective parties, this Agreement shall constitute legal and binding obligations of the parties; and (b) each party has complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation in entering into this Agreement. This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the parties.

12.2 Governing Law. This Agreement shall be interpreted pursuant to Utah law.

12.3 Time of Essence. Time shall be of the essence of this Agreement.

12.4 Interpretation of Agreement. The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number and vice versa, and the use of any gender shall include any other and all genders. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

12.5 No Presumption. All parties have participated in preparing this Agreement. Therefore, the parties stipulate that any court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.

12.6 Amendments. This Agreement may be modified or amended by written agreement only. No oral modifications or amendments shall be effective.

IN WITNESS WHEREOF, the Parties have executed the Agreement as of the date written below.

Dated this 7 day of October, 2025.

EAGLE MOUNTAIN CITY

Tom Westmoreland, Mayor

ATTEST:

EAGLE MOUNTAIN 19 96 CORPORATE SEAL

Gina Olsen, City Recorder

Marcus Draper, City Attorney
Approved as to form

SUMMITIG UTAH, LLC

Sunny Kumar, Chief Executive Officer

COMMONWEALTH OF VIRGINIA)

:ss

COUNTY OF LOUDOUN)

On the 9 day of October, 2025, personally appeared before me, **Sunny Kumar**, duly sworn, did say that he is the **Chief Executive Officer** of **SummitIG Utah, LLC** a Delaware limited liability company and that the foregoing instrument was duly authorized by the company in accordance with its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

DEVIN GRIMM MESSINGER
NOTARY PUBLIC
REG. #7577853
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES APRIL 30, 2029

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The Baldwin Group Mid-Atlantic LLC
20 South King Street
Leesburg VA 20175
License#: CA#0658748

CONTACT NAME:
PHONE (A/C, No, Ext): 703-777-2341 FAX (A/C, No): 703-771-1852
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Property & Casualty Insurance	34690
INSURER B : Hartford Accident and Indemnit	22357
INSURER C : The Hartford	914
INSURER D : Evanston Insurance Company	35378
INSURER E :	
INSURER F :	

INSURED SDCSUMM-01
SummitIG Utah, LLC
22365 Broderick Drive
Suite 250
Sterling VA 20166

COVERAGES CERTIFICATE NUMBER: 430119050 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	N	37SBABR6ADD	10/17/2025	10/17/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	N	N	37UECAE8566	10/17/2025	10/17/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY; SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY; X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR	N		37SBABR6ADD	10/17/2025	10/17/2026	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		N	37WECCN9089	10/17/2025	10/17/2026	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Pollution Liability	N		CPLMOL133385	8/1/2025	10/17/2026	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Eagle Mountain City is named as additional insured with respect to liability coverages arising out of the activities performed by or on behalf of the named insured per written contract, subject to the policy terms, conditions, and exclusions.

CERTIFICATE HOLDER

Eagle Mountain City
1650 Stagecoach Run
Eagle Mountain UT 84005

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CRUM & FORSTER
A FAIRFAX COMPANY

RIGHT-OF-WAY PERFORMANCE BOND

Bond No. 6021084681

KNOW ALL PERSONS BY THESE PRESENTS, That we **SummitIG Utah, LLC**, as Principal and **United States Fire Insurance Company**, of Delaware, authorized to do business in the State of Utah, as Surety, are held and firmly bound unto **Eagle Mountain City, Utah** as Obligee, in the maximum penal sum of Two Thousand Five Hundred and 00/100 Dollars ($2,500.00), lawful money of the United States of America, for which payment well and truly to be made we bind ourselves heirs, executors and assigns, jointly and severally.

WHEREAS, the Principal has entered, or is about to enter, into a written agreement with the Obligee to perform in accordance with the terms and conditions of the Franchise Agreement between Eagle Mountain City and SummitIG Utah, LLC (hereinafter referred to as the "Contract"), said Contract is hereby referred to and made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the above named Principal, its successors and assigns, shall well and truly perform its obligations as set forth in the above mentioned Contract, then this Bond shall be void; otherwise to remain in full force and effect pursuant to its terms. The Bond is subject to the following express conditions:

1. Whereas, the Obligee has agreed to accept this Bond, this Bond shall be effective for the definite period of 10/14/25 to 10/14/26. The Bond may be extended, at the sole option of the Surety, by continuation certificate for additional periods from the expiry date hereof. However, neither: (a) the Surety's decision not to issue a continuation certificate, nor (b) the failure or inability of the Principal to file a replacement bond or other security in the event the Surety exercises its right to not renew shall itself constitute a loss to the Obligee recoverable under this Bond or any extension thereof.

2. This bond may be canceled at any time upon thirty (30) days advance written notice from the Surety to the Obligee.

3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on the instrument unless such claim, action, suit or proceeding is brought or instituted upon the Surety within one year from termination or expiration of the bond term.

4. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, the liability of the Surety shall not be cumulative in amounts from period to period and shall in no event exceed the amount set forth above, or as amended by rider.

5. Any notice, demand, certification or request for payment, made under this Bond shall be made in writing to the Surety at suretyclaim@amyntagroup.com and a copy of said notice shall be made in writing to the Surety at the address specified below.

Amynta Surety Solutions
180 Glastonbury Boulevard, Suite 304
Glastonbury, CT 06033
Attn: Surety Claim

6. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this Bond and as described in the underlying Contract, then the terms of this Bond shall prevail.

SIGNED, SEALED AND DATED this 14th day of October, 2025.

SummitIG Utah, LLC

Principal

By: ______________________

(Signature)

Name and Title: SUNNY KUMAR CEO

United States Fire Insurance Company

By: ______________________

Vicki Johnston, Attorney-in-Fact

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint: **Jane L. Fedorczyk; Elizabeth Riga; Gary V. Rispoli; Robert B. Pitts; Fred Nicholson; Gregory J. Steele; Patricia A. Moore; James Friedrichsen; Vicki Johnston; Adam Martin; Michael Grillo; Jennifer A. Jarosz**

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to hind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **One Hundred Twenty Five Million Eight Hundred Thousand Dollars ($125,800,000)**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The siguature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile siguature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 17th day of January, 2025.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey}
County of Morris }

On this 17th day of January, 2025, before me, a Notary public of the State of New Jersey, eame the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

ETHAN SCHWARTZ
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES 6/25/2029
COMMISSION: #50223171

Ethan Schwartz (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of whicb the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 14th day of October 20 25.

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

*For verification of the authenticity of the Power of Attorney, please contact SuretyInquiries@amyntagroup.com.