The Order of the Court is stated below:
Dated: October 09, 2026 08:59:45 AM **/s/** THADDEUS MAY District Court Judge

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IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

AUSTIN ONE REAL ESTATE, LLC, a Delaware limited liability company, Plaintiff, vs. SUMMIT FINANCIAL AND INVESTMENT GROUP, LLC, a Utah limited liability company; J. KIM POWELL, an individual; and FINROK GROUP USA, LLC, a Nevada limited liability company Defendants.	**AMENDED DEFAULT JUDGMENT** Case No. 260902783 Honorable Thaddeus May Tier 1

In this action, Defendants Summit Financial and Investment Group, LLC ("SFIG"); Kim Powell ("Powell"); and Finrok Group USA, LLC ("Finrok") (collectively, the "Defendants") have failed to respond or otherwise defend against the claims brought by Austin One Real Estate, LLC ("Austin One"), and the time for them to so respond or defend has now expired. Austin One has filed its Application for Entry of Default Judgment (the "Application"). Having considered

the Application, and in consideration of all other pleadings and papers on file with the Court, and for good cause appearing, the Court hereby ORDERS as follows:

1. Austin One's Application shall be, and the same hereby is, GRANTED.

2. The SFIG Agreement, as defined in Austin One's Complaint, is a valid and enforceable contract. Austin One performed all required obligations under the SFIG Agreement. SFIG breached the SFIG Agreement by failing to advance underwriting and funding and by failing to refund the commitment fee as required. Austin One suffered contractual damages of $35,000.00 plus attorneys' fees and costs. Accordingly, judgment is hereby entered against SFIG in the total amount of $42,835.10, which consists of $35,000.00 pursuant to the SFIG Agreement plus $7,263.00 in attorneys' fees and $572.10 in costs as allowed under the SFIG Agreement.

3. The Finrok Agreement, as defined in Austin One's Complaint, is a valid and enforceable contract. Austin One performed all required obligations under the Finrok Agreement. Finrok breached the Finrok Agreement by failing to refund the Work Fee after failing to obtain financing. As a result, Austin One suffered contractual damages of $5,500.00. Accordingly, judgment is hereby entered against Finrok in the total amount of $5,500.00.

4. The $35,000.00 paid by Austin One to SFIG constituted specific, identifiable funds paid for a limited purpose and subject to return under defined conditions. Austin One had a right to immediate possession of those funds upon termination of the SFIG Agreement. Powell, individually and through his control of SFIG, exercised dominion and control over Austin One's funds, and his retention of those fuds after Austin One demanded their return constituted wrongful interference with Austin One's property rights. Accordingly, judgment is hereby entered against Powell in the amount of $35,000.00. Powell's liability for the $35,000.00 is

duplicative of SFIG's liability for the same funds, and Austin One shall be entitled to only one satisfaction of the $35,000.00 awarded against SFIG and Powell.

5. Austin One's unjust enrichment claim was pleaded in the alternative to its claims for breach of contract. In light of the relief awarded herein on Austin One's breach-of-contract claims, Austin One's alternative claim for unjust enrichment is dismissed as moot.

1.

**********END OF ORDER**********

Pursuant to Rule 10(e) of the Utah Rules of Civil Procedure, this Default Judgment will be entered by the Court's signature at the top of the first page.