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IN THE SECOND JUDICIAL COURT
IN AND FOR DAVIS COUNTY UTAH

PRIME ALLIANCE BANK, INC., a Utah
corporation,

Plaintiff,

v.

RICKY SPIVEY D/B/A RICKY SPIVEY
LOGGING, a North Carolina Sole
Proprietorship: and RICKY SPIVEY, an
individual,

Defendants.

FIANAL JUDGMENT

Case No.: 240701242

Judge: Hon. Jennifer Valencia

In this action, defendants Ricky Spivey d/b/a Ricky Spivey Logging (“**Spivey Logging**”) and Ricky Spivey, an individual (“**Mr. Spivey**”) (collectively “**Defendants**”) having been regularly served with process and having failed to appear and answer Plaintiff Prime Alliance Bank Inc.’s (“**Prime Alliance**”) Complaint, the time allowed by law for answering having expired, Defendants’ default having been duly entered by the Court according to law, Judgment is hereby entered against Defendants, jointly and severally, pursuant to the Prayer for Relief in Prime Alliance’s Complaint.

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Plaintiff Prime Alliance is awarded judgment against Defendants, jointly and severally, as follows:

1. For judgment in favor of Prime Alliance and against defendant Spivey Logging, finding that Spivey Logging breached: (1) that certain Master Lease Agreement No. PEF0496 dated October 12, 2018 (“**MLA**”); and (2) that certain Lease Schedule No. 001 to Master Lease Agreement No. PEF0496 dated October 12, 2018 (“**Schedule**”), by failing to timely remit to Prime Alliance the monthly payments due pursuant to the MLA, the Schedule, and by suffering a material adverse change in its financial condition, and such defaults continued for longer than the cure periods provided in the MLA.
2. For judgment in favor of Prime Alliance and against Mr. Spivey, as Guarantor, finding that Mr. Spivey breached that certain Payment Guaranty PEF0496 (“**Guaranty**”).
3. For judgment and decree finding that Prime Alliance is entitled to all remedies provided in the MLA, the Schedule, and the Guaranty.
4. For judgment and decree awarding Prime Alliance all prejudgment interest, default interest, attorney fees, court costs and fees, late charges, and all other amounts as provided in the MLA, the Schedule, and the Guaranty.
5. For judgment in favor of Prime Alliance and against Defendants, jointly and severally, in the principal sum of Seven Hundred Four Thousand Six Hundred Sixty-Five and 92/100 Dollars (\$704,665.92) (as of September 10, 2025).
6. For Judgment in favor of Prime Alliance and against Defendants, jointly and severally, for prejudgment interest at the rate of eighteen percent (18%) per annum from

September 10, 2025, until this judgment is entered.

This final judgment shall be augmented by affidavit from Prime Alliance or Prime Alliance's counsel to add reasonable costs and fees, including attorney fees and costs, incurred in collecting this judgment. Post judgment interest shall accrue on this judgment, as well as any unpaid costs and fees, including attorney fees, at the default rate of eighteen percent (18%) per annum as provided in the MLA from the date this final judgment is entered.

**HEREBY ENTERED BY THE COURT EFFECTIVE ON THE
DATE INDICATED ON THE COURT STAMP AFFIXED
ABOVE**