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

PRIME ALLIANCE BANK, INC. a Utah
corporation,

Plaintiff,

v.

BNS INDUSTRIES, INC, a New York
corporation; BVS INC., a New York
corporation; DIVNEET KAUR, an individual;
GIP INDUSTRIES, INC., a New York
Corporation; HOTTEST FOOTWEAR.COM,
INC., a New York corporation; S&S SPORTS
INC., a New York corporation; and
AMARDEEP SINGH, an individual

Defendants.

FINAL JUDGMENT

Case No.: 269900971

Judge: Patrick Corum

In this action, defendants BNS Industries, Inc. (“**BNS**”), BVS Inc. (“**BVS**”), Divneet Kaur (“**Divneet**”), GIP Industries, Inc. (“**GIP**”), Hottest Footwear.com, Inc. (“**Hottest Footwear**”), S&S Sports Inc. (“**S&S Sports**”), and Amardeep Singh (“**Mrs. Singh**”) (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 all Defendants, jointly and severally as guarantors, finding that: (1) defendant Mr. Singh breached that certain Unconditional Continuing Guaranty, dated May 11, 2022, executed by defendant Mr. Singh (the "**Mr. Singh Guaranty**"); (2) defendant BNS breached that certain Unconditional Continuing Guaranty, dated May 11, 2022 executed by BNS ("the "**BNS Guaranty**"); (3) defendant BVS breached that certain Unconditional Continuing Guaranty, dated May 11, 2022 executed by BVS (the "**BVS Guaranty**"); (4) defendant Mrs. Kaur breached that certain Unconditional Continuing Guaranty, dated May 11, 2022 executed by Mrs. Kaur (the "**Mrs. Kaur Guaranty**"); (5) defendant GIP breached that certain Unconditional Continuing Guaranty, dated May 11, 2022 executed by GIP (the "**GIP Guaranty**"); (6) defendant Hottest Footwear breached that certain Unconditional Continuing Guaranty, dated May 11, 2022 executed by Hottest Footwear (the "**Hottest Footwear Guaranty**"); and (7) defendant S&S Sports executed that certain Unconditional Continuing Guaranty, dated May 11, 2022 executed by S&S Sports Inc. (the "**S&S Sports Guaranty**"), by failing to timely remit to Prime Alliance all amounts due pursuant to: (8) that certain Master Lease Agreement number 2060317 dated May 11, 2022 ("**MLA 317**"); (9) that certain Lease Schedule No. FRAT_001 dated May 11, 2022, as amended by that certain Amendment to Lease

Schedule No. FRAT_001 dated February 13, 2024 (collectively “**Schedule No. 1**”); and (10) that certain Amended and Restated Lease Schedule No. FRAT_002 dated December 2, 2022 (“**Schedule No. 2**”) as required by the aforementioned Guaranties (“**Guaranties**”).

2. For judgment and decree finding that Prime Alliance is entitled to all remedies provided in the Guaranties.

3. 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 MLA 317, Schedule No. 1, Schedule No. 2, and the Guaranties.

4. For judgment in favor of Prime Alliance and against Defendants, jointly and severally, in the principal sum of Three Hundred Ninety-Two Thousand Three Hundred Ninety-Three and 40/100 Dollars (\$392,393.40) (as of April 21, 2026).

5. 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 April 21, 2026, 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 MLA 317 and the Guaranties from the date this final judgment is entered.

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