



UCC FINANCING STATEMENT  
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Beau Byrd 205-521-8000</b>
B. E-MAIL CONTACT AT FILER (optional) <b>bbyrd@bradley.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div><div>William C. Byrd, II, Esq. Bradley Arant Boult Cummings LLP 1819 Fifth Avenue North One Federal Place Birmingham, Alabama 35203-2104</div></div>

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THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	1a. ORGANIZATION'S NAME <b>BUD'S BEST COOKIES, INC.</b>			
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS <b>2070 Parkway Office Circle</b>		CITY <b>Hoover</b>	STATE <b>AL</b>	POSTAL CODE <b>35244</b>
			COUNTRY <b>USA</b>	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	2a. ORGANIZATION'S NAME			
	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME <b>SERVISFIRST BANK</b>			
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS <b>2500 Woodcrest Place</b>		CITY <b>Birmingham</b>	STATE <b>AL</b>	POSTAL CODE <b>35209</b>
			COUNTRY <b>USA</b>	

4. COLLATERAL: This financing statement covers the following collateral:

**See Schedule I attached hereto and made a part hereof for a description of the property covered hereby, some of which may be or may become fixtures on the Real Estate described on Exhibit A attached hereto, of which the Debtor is the record owner.**

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	
6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	

**UCC FINANCING STATEMENT ADDENDUM**

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

**BUD'S BEST COOKIES, INC.**

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

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10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

☐ covers timber to be cut☐ covers as-extracted collateral☒ Is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

**See Exhibit A attached hereto and made a part hereof.**

**SCHEDULE I  
TO  
UCC FINANCING STATEMENT**

**DEBTOR:**                    **BUD'S BEST COOKIES, INC.**, an Alabama corporation

**SECURED PARTY:** **SERVISFIRST BANK**, an Alabama banking corporation

All of the forthcoming described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, including replacements and additions thereto (which property is hereinafter referred to collectively as the "**Premises**");

(a) All those certain tracts or parcels of land located in Shelby County, Alabama, as more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the "**Land**"); and

(b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in, or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Premises, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "**Improvements**"), all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Premises as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by this financing statement; and

(c) All goods, equipment, inventory, supplies and other items or types of tangible personal property (including additions and accessions thereto and replacements and substitutions therefor) now owned or hereafter created or acquired by Debtor and attached to the Premises (other than fixtures); or placed on the Premises and used or useful in connection with, or in any way pertaining or relating to, the Premises or the use and occupancy thereof, though not attached to the Premises; or for which the proceeds of the Secured Indebtedness has been or may be advanced, wherever the same may be located; and

(d) All policies of hazard insurance now or hereafter in effect that insure the Premises, or any Improvements, or any other property conveyed or encumbered hereby, together with all right, title and interest of Debtor in and to each and every such policy, and all proceeds thereof, including any premiums paid and rights to returned premiums; and

(e) All rents, issues, profits and revenues of the Premises from time to time accruing, including, without limitation, all sums due under any leases or tenancies, together with all proceeds of insurance, condemnation payments, security deposits and escrow funds, and all of the estate, right,

title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same, reserving only the right to Debtor to collect the same so long as an Event of Default has not occurred hereunder or such collection is not otherwise restricted by this financing statement; and

(f) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions and remainders whatsoever, in any way belonging, relating or appertaining to the Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by them; and

(g) All judgments, damages, settlements, awards, payments and compensation, including all interest thereon, that may be made or due to Debtor or any subsequent owner of the Premises, or the Improvements, or any other property conveyed or encumbered hereby, as a result of the exercise of the right of eminent domain or condemnation, the alteration of the grade of any street or any other injury to or diminution or decrease in value of the Premises, or the Improvements, or any other such property; and

(h) (i) All general intangibles relating to the Improvements or any other property conveyed or encumbered hereby; (ii) all governmental licenses and permits relating to the operation of the Premises; and (iii) all contracts and agreements (including construction, renovation, maintenance, engineering, architectural, leasing, management, operating and concession agreements) affecting the Premises, the Improvements or any other property conveyed or encumbered by this financing statement, or used or useful in connection therewith, whether now or hereafter entered into; and

(i) All changes, additions, supplements, modifications, amendments, extensions, renewals, revisions and guaranties to, of or for any agreement or instrument included in the foregoing; and

(j) All proceeds of any of the foregoing.



**Exhibit A****[Legal Description]**

A tract of land situated in the NE 1/4 of the SE 1/4, Section 19, and the NW 1/4 of the SW 1/4, Section 20, all in Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

From the NE corner of said NE 1/4 of the SE 1/4, run in a southerly direction along the east line of said 1/4-1/4 section for a distance of 436.37 feet to the point of beginning; thence turn an angle to the right of 126 degrees 40 minutes 55 seconds and run in a northwesterly direction for a distance of 62.42 feet; thence turn an angle to the left of 57 degrees 59 minutes 05 seconds and run in a southwesterly direction for a distance of 42.46 feet; thence turn an angle to the right of 4 degrees 20 minutes 41 seconds and run in a southwesterly direction for a distance of 52.10 feet; thence turn an angle to the left of 6 degrees 46 minutes 41 seconds and run in a southwesterly direction for a distance of 165.35 feet; thence turn an angle to the right of 19 degrees 38 minutes and run in a westerly direction for a distance of 194.85 feet; thence turn an angle to the left of 14 degrees 32 minutes 45 seconds and run in a southwesterly direction for a distance of 131.13 feet; thence turn an angle to the left of 20 degrees 13 minutes and run in a southwesterly direction for a distance of 134.15 feet; thence turn an angle to the left of 73 degrees 01 minutes and run in a southeasterly direction for a distance of 25.76 feet; thence turn an angle to the right of 90 degrees and run in a southwesterly direction for a distance of 53.00 feet to a point on the curved east right-of-way line of Parkway Office Circle, said curved right-of-way having the following characteristics: Radius of 370.00 feet, a central angle of 7 degrees 40 minutes 54 seconds and being concave in a southwesterly direction, thence turn an angle to the left and run along the arc of said curve for a distance of 49.60 feet (chord measures 49.57 feet and chord line is obtained by turning a left interior angle of 99 degrees 10 minutes 48 seconds) to the end of said curve, thence turn an angle to the right and run along a line tangent to end of said curve which is also said east right-of-way line and run in a southwesterly direction for a distance of 161.86 feet to a point of curve, said curve being concave in a northeasterly direction and having a radius of 400.00 feet and a central angle of 22 degrees 26 minutes; thence turn an angle to the left and run along the arc of said curve (which is also the east right-of-way line of said road) for a distance of 156.61 feet to the end of said curve; thence turn an angle to the left and run along a line tangent to the end of said curve for a distance of 77.85 feet; thence turn an angle to the left of 68 degrees 25 minutes 35 seconds and run in a northeasterly direction for a distance of 957.73 feet to a point on the west right-of-way line of Interstate Highway #65; thence turn an angle of 74 degrees 45 minutes 55 seconds to the left and run along said west right-of-way line for a distance of 97.04 feet; thence turn an angle to the right of 9 degrees 59 minutes 25 seconds and run in a northeasterly direction for a distance of 184.41 feet along said west right-of-way line; thence turn an angle to the left of 19 degrees 51 minutes 03 seconds and run in a northwesterly direction along said west right-of-way line for a distance of 247.00 feet; thence turn an angle to the left of 97 degrees 09 minutes 02 seconds and run in a southwesterly direction for a distance of 154.84 feet; thence turn an angle to the left of 29 degrees 49 minutes 50 seconds and run in a southwesterly direction for a distance of 66.34 feet; thence turn an angle to the right of 37 degrees 31 minutes 55 seconds and run in a westerly direction for a distance of 100.00 feet; thence turn an angle to the right of 51 degrees 15 minutes 55 seconds and run in a northwesterly direction for a distance of 87.52 feet to the point of beginning. Situated in Shelby County, Alabama.

