

52,50

**STATE OF FLORIDA UNIFORM COMMERCIAL CODE
 FINANCING STATEMENT FORM**

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON Jessica T. Lifshitz, Esquire (561) 472-2121	
B. Email Address jlifshitz@mcdonaldhopkins.com	
C. SEND ACKNOWLEDGEMENT TO:	
Name	Jessica T. Lifshitz, Esquire
Address	McDonald Hopkins LLC
Address	505 S. Flagler Drive, Suite 300
City/State/Zip	West Palm Beach, Florida 33401

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (1a OR 1b) – Do Not Abbreviate or Combine Names

1.a ORGANIZATION'S NAME Amazon Landco, LLC				
1.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1.c MAILING ADDRESS Line One 4925 Greenville Avenue				
This space not available.				
MAILING ADDRESS Line Two Suite 1400	CITY Dallas	STATE TX	POSTAL CODE 75206	COUNTRY US

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (2a OR 2b) – Do Not Abbreviate or Combine Names

2.a ORGANIZATION'S NAME				
2.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2.c MAILING ADDRESS Line One				
This space not available.				
MAILING ADDRESS Line Two	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) – INSERT ONLY ONE SECURED PARTY (3a OR 3b)

3.a ORGANIZATION'S NAME Trez Capital (Florida) Corporation				
3.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3.c MAILING ADDRESS Line One 1550-1185 W. Georgia Street				
This space not available.				
MAILING ADDRESS Line Two	CITY Vancouver	STATE BC	POSTAL CODE V6E 4E6	COUNTRY Canada

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's now existing or owned and hereafter arising or acquired assets, including without limitation, the collateral described in Schedule I attached hereto and incorporated herein by reference.

5. ALTERNATE DESIGNATION (if applicable)

<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR
<input type="checkbox"/> AG LIEN	<input type="checkbox"/> NON-UCC FILING	<input type="checkbox"/> SELLER/BUYER

6. Florida DOCUMENTARY STAMP TAX – YOU ARE REQUIRED TO CHECK EXACTLY ONE BOX

All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.

Florida Documentary Stamp Tax is not required.

7. OPTIONAL FILER REFERENCE DATA

**STATE OF FLORIDA UNIFORM COMMERCIAL CODE
 FINANCING STATEMENT FORM – ADDENDUM**

8. NAME OF FIRST DEBTOR (1a OR 1b) ON RELATED FINANCING STATEMENT

8a. ORGANIZATION'S NAME Amazon Landco, LLC			
8b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

9. MISCELLANEOUS:

--

10. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (10a OR 10b) – Do Not Abbreviate or Combine Names

10.a ORGANIZATION'S NAME				
10.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
10.c MAILING ADDRESS Line One		This space not available.		
MAILING ADDRESS Line Two	CITY	STATE	POSTAL CODE	COUNTRY

11. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) – INSERT ONLY ONE SECURED PARTY (11a OR 11b)

11.a ORGANIZATION'S NAME				
11.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
11.c MAILING ADDRESS Line One		This space not available.		
MAILING ADDRESS Line Two	CITY	STATE	POSTAL CODE	COUNTRY

12. This FINANCING STATEMENT covers timber to be cut or
 as-extracted collateral, or is filed as a fixture filing.

13. Description of real estate:

See Schedule I attached hereto and incorporated herein by reference.

14. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

15. Additional collateral description:

16. Check only if applicable and check only one box.

Collateral is Held in Trust
 Being administered by Decedent's Personal Representative

17. Check only if applicable and check only one box.

Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured-Home Transaction – effective 30 years

SCHEDULE I TO UCC FINANCING STATEMENT

DEBTOR:

AMAZON LANDCO, LLC
4925 Greenville Ave., Suite 1400
Dallas, TX 75206

SECURED PARTY:

**TREZ CAPITAL (FLORIDA)
CORPORATION**
#1550-1185 W. Georgia Street
Vancouver, BC, Canada V6E 4E6

DESCRIPTION OF COLLATERAL

All of Debtor's estate, right, title and interest in, to the following described property (referred to collectively as the "**Property**"):

1. All tangible property (collectively, the "**Equipment**") now or hereafter owned by Debtor and now or hereafter located at, affixed to, placed upon or used in connection with Debtor's real property located in Manatee County, State of Florida as described on Exhibit A attached hereto (hereinafter referred to as the "**Land**"), together with the buildings and improvements now or hereafter situated thereon (the "**Improvements**"), or any present or future improvements thereon, including without limitation: all machinery, equipment, appliances, fixtures, conduits and systems for generating or distributing air, water, heat, air conditioning, electricity, light, fuel or refrigeration, or for ventilating or sanitary purposes, or for the exclusion of vermin or insects, or for the removal of dust, refuse, sewage or garbage, or for fire prevention or extinguishing; all elevators, escalators, lifts and dumbwaiters; all motors, engines, generators, compressors, pumps, lift stations, tanks, boilers, water heaters, furnaces and incinerators; all furniture, furnishings, fixtures, appliances, installations, partitions, shelving, cabinets, lockers, vaults and wall safes; all carpets, carpeting, rugs, underpadding, linoleum, tiles, mirrors, wall coverings, windows, storm doors, awnings, canopies, shades, screens, blinds, draperies and related hardware, chandeliers and light fixtures; all plumbing, sinks, basins, toilets, faucets, pipes, sprinklers, disposals, laundry appliances and equipment, and kitchen appliances and equipment; all alarm, safety, electronic, telephone, music, entertainment and communications equipment and systems; all janitorial, maintenance, cleaning, window washing, vacuuming, landscaping, pool and recreational equipment and supplies; and any other items of property, wherever kept or stored, if acquired by Debtor with the intent of incorporating them in and/or using them in connection with the Land or the Improvements; together also with all additions thereto and replacements and proceeds thereof; and

2. (a) Any and all awards or payments, including interest thereon and the right to receive the same, growing out of or resulting from any exercise of the power of eminent domain (including the taking of all or any part of the Land or the Improvements), or any alteration of the grade of any street upon which the Land abuts, or any other injury to, taking of, or decrease in the value of the Land or the Improvements or any part thereof; (b) all rights of Debtor in and to any hazard, casualty, liability, or other insurance policy carried for the benefit of Debtor and/or Secured Party with respect to the Land, the Improvements or the Equipment, including without limitation any unearned premiums and all insurance proceeds or sums payable in lieu of or as compensation for any loss of or damage to all or any portion of the Land, the Improvements or the Equipment; (c) all rights of Debtor in and to all supplies and materials delivered to or located

upon the Land or the Improvements or elsewhere and used or usable in connection with the construction or refurbishing of the Improvements; and (d) all rights of Debtor in, to, under, by virtue of, arising from or growing out of any and all present or future contracts, instruments, accounts, insurance policies, permits, licenses, trade names, plans, appraisals, reports, paid fees, choses-in-action, subdivision restrictions or declarations or other general intangibles whatsoever now or hereafter dealing with, affecting or concerning the Land or the Improvements or any portion thereof or interest therein, including but not limited to: (i) all contracts, plans and permits for or related to the Land or its development or the construction or refurbishing of the Improvements, (ii) any agreements for the provision of utilities to the Land or the Improvements, (iii) all payment, performance and/or other bonds, (iv) any contracts now existing or hereafter made for the sale by Debtor of all or any portion of the Land or the Improvements, including any deposits paid by any purchasers (howsoever such deposits may be held) and any proceeds of such sales contracts, including any purchase-money notes and mortgages made by such purchasers, and (v) any restrictions, covenants, easements or similar documents now or hereafter recorded against the title to all or any portion of the Land; and

3. All the remainder or remainders, reversion or reversions, rents, revenues, issues, profits, royalties, income and other benefits derived from any of the foregoing, including, without limitation, all fees, charges, accounts, revenues, and other payments related to the Business; and

4. All proceeds, both cash and non-cash, of any and all of the foregoing; and

5. All rents, income, issues and profits of the Property and all right, title and interest of Debtor in and under all leases and tenancies and occupancy agreements of any nature whatsoever, as they may exist from time to time (and any extensions and renewals thereof), together with any guaranties thereof and any security deposits or prepaid rent thereunder.

EXHIBIT A

LEGAL DESCRIPTION

A parcel of land located in Sections 16 and 17, Township 33 South, Range 19 East, Manatee County, Florida, being described as follows:

Commence at the Southeast corner of aforesaid Section 17; thence N 18°58'33" W, a distance of 1,987.50 feet to a point on the Northwesterly Right-of-Way line of State Road 43 (U.S. 301), a 200 foot wide Public Right-of-Way, as recorded with the Florida Department of Transportation Right-of-Way Map, Section 1302-203, said point also being the POINT OF BEGINNING; thence N 53°53'56" W, a distance of 461.53 feet; thence S 36°06'04" W, a distance of 112.43 feet to a Point of Curvature of a curve to the right, having a radius of 155.00 feet; thence Southwesterly, along the arc of said curve to the right, through a central angle of 39°09'20", a distance of 105.93 feet to the point of tangency; thence S 75°15'24" W, a distance of 161.97 feet; thence N 21°43'11" W, a distance of 114.37 feet to a point of curvature of a curve to the left, having a radius of 495.00 feet; thence Northwesterly, along the arc of said curve to the left, through a central angle of 24°04'46", a distance of 208.03 feet to a point of intersection with a non-tangential line; thence S 27°10'04" W, a distance of 150.41 feet; thence S 51°21'07" W, a distance of 152.20 feet; thence S 21°43'11" E, a distance of 260.14 feet to a point of curvature of a curve to the right, having a radius of 50.00 feet; thence Southerly, along the arc of said curve to the right, through a central angle of 62°16'44", a distance of 54.35 feet to a point of reverse curvature of a curve to the left, having a radius of 395.00 feet; thence Southwesterly, along the arc of said curve to the left, through a central angle of 12°31'10", a distance of 86.31 feet to a point of reverse curvature of a curve to the right, having a radius of 50.00 feet; thence Westerly, along the arc of said curve to the right, through a central angle of 72°25'01", a distance of 63.20 feet to the point of tangency; thence N 79°32'35" W, a distance of 176.39 feet to a point of curvature of a curve to the right, having a radius of 50.00 feet; thence Northwesterly, along the arc of said curve to the right, through a central angle of 65°04'59", a distance of 56.80 feet to the point of tangency; thence N 14°27'37" W, a distance of 316.37 feet; thence S 75°32'23" W, a distance of 302.00 feet; thence S 14°27'37" E, a distance of 352.74 feet to a point of curvature of a curve to the left, having a radius of 295.00 feet; thence Southeasterly, along the arc of said curve to the left, through a central angle of 14°27'43", a distance of 74.46 feet to a point of reverse curvature of a curve to the right, having a radius of 62.00 feet; thence Southerly, through a central angle of 81°56'56", a distance of 88.68 feet to the point of tangency; thence S 53°01'36" W, a distance of 119.98 feet to a point of curvature of a curve to the left, having a radius of 188.00 feet; thence Southwesterly, along the arc of said curve to the left, through a central angle of 52°39'40", a distance of 172.79 feet to the point of tangency; thence S 00°21'56" W, a distance of 167.32 feet;

thence N 89°38'04" W, a distance of 84.96 feet to a point of curvature of a curve to the right, having a radius of 305.00 feet; thence Northwesterly, along the arc of said curve to the right, through a central angle of 52°25'51", a distance of 279.10 feet to the point of tangency; thence N 37°12'13" W, a distance of 276.20 feet; thence N 52°47'47" E, a distance of 50.00 feet; thence N 86°49'45" E, a distance of 100.00 feet to a point of intersection with a non-tangential curve to the left, whose radius point bears N 45°44'49" E, a distance of 175.00 feet; thence Northerly, along the arc of said curve to the left, through a central angle of 228°55'06", a distance of 699.19 feet to the point of tangency; thence S 86°49'45" W, a distance of 230.38 feet to a point of curvature of a curve to the left, having a radius of 295.00 feet; thence Southwesterly, along the arc of said curve to left, through a central angle of 34°01'58", a distance of 175.23 feet to the point of tangency; thence S 52°47'47" W, a distance of 169.60 feet to a point of intersection with a non-tangential curve to the left, whose radius point bears S 49°01'57" W, a distance of 525.00 feet; thence Westerly, along the arc of said curve to the left, through a central angle of 43°12'35", a distance of 395.93 feet to a point of intersection with a non-tangential line; thence N 21°51'21" E, a distance of 123.91 feet to a point of intersection with a non-tangential curve to the left, whose radius point bears S 08°51'51" W, a distance of 645.00 feet; thence Southwesterly, along the arc of said curve to the left, through a central angle of 26°40'31", a distance of 300.29 feet to a point of intersection with a non-tangential line; thence N 23°20'50" W, a distance of 133.67 feet; thence N 61°24'55" E, a distance of 128.03 feet to a point of curvature of a curve to the left, having a radius of 295.00 feet; thence Northeasterly, along the arc of said curve to the left, through a central angle of 56°21'34", a distance of 290.10 feet to the point of tangency; thence N 05°03'21" E, a distance of 181.38 feet; thence N 83°33'27" E, a distance of 226.70 feet; thence N 00°09'51" E, a distance of 352.72 feet; thence N 89°50'09" W, a distance of 225.76 feet; thence N 00°09'51" E, a distance of 349.52 feet; thence N 39°12'00" E, a distance of 212.80 feet; thence N 88°33'11" E, a distance of 77.07 feet; thence N 38°02'19" E, a distance of 211.85 feet; thence N 00°00'00" E, a distance of 98.70 feet to a point of intersection of a non-tangential curve to the left, whose radius point bears N 63°26'35" W, a distance of 175.00 feet; thence Northerly, along the arc of said curve to the left, through a central angle of 49°06'03", a distance of 149.97 feet to a point of intersection with a non-tangential line; thence N 00°00'00" E, a distance of 97.86 feet; thence S 68°30'30" E, a distance of 44.74 feet; thence N 27°47'37" E, a distance of 1,049.93 feet; thence S 89°59'41" E, a distance of 4,022.30 feet to a point on aforesaid Northwesterly Right-of-Way line of State Road 43 (U.S. 301); thence S 36°06'03" W, along said Northwesterly Right-of-Way line, a distance of 3,520.28 feet to the Point of Beginning.