

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

<b>A. NAME &amp; PHONE OF CONTACT AT FILER</b> [optional] Lesley Gesaman 515-248-4710
<b>B. SEND ACKNOWLEDGMENT TO:</b> (Name and Address)  Principal Life Insurance Company Attn: Bob Bailey 801 Grand Avenue Des Moines, IA 50392-1459

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

1a. ORGANIZATION'S NAME DV II LLC				
OR	1b. INDIVIDUAL'S LAST NAME			
	FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 48 Hewitt Street		CITY Warwick	STATE RI	POSTAL CODE 02889
		COUNTRY USA		
1d. <b>SEE INSTRUCTIONS</b>	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION Rhode Island	1g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> NONE

**2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME** - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S LAST NAME			
	FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
		COUNTRY		
2d. <b>SEE INSTRUCTIONS</b>	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

**3. SECURED PARTY'S NAME** (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME Principal Life Insurance Company				
OR	3b. INDIVIDUAL'S LAST NAME			
	FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 801 Grand Avenue		CITY Des Moines	STATE IA	POSTAL CODE 5039201450
		COUNTRY		

4. This FINANCING STATEMENT covers the following collateral:

See Attached Exhibit A & B

5. ALTERNATIVE DESIGNATION (if applicable)	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)		<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2	
8. OPTIONAL FILER REFERENCE DATA						

Loan Number 756972 (To be filed with Rhode Island SOS)

EXHIBIT A  
Loan No. 756972

That certain parcel of land located off of Eddie Dowling Highway, Town of North Smithfield, County of Providence, State of Rhode Island, being shown as Lot 10 on a plan entitled "Final Submission, Record Plan, Dowling Village-Phases II & III," dated July 2008, last revised November 19, 2009, by DiPrete Engineering Associates, Inc., recorded April 1, 2010, at Plan Book 1, pages 258, 259, 260, 261, 262, 263 and 264 (the "Subdivision Plan").

Together with the benefit of the easements set forth at Easements with Covenants and Restrictions, by and between Wal-Mart Stores East, LP; DV III, LLC; DV II, LLC; DV I, LLC and DV I Parcel 3, LLC, dated March 29, 2010, and recorded April 1, 2010, at Book 493, page 44 ("ECR"), subject to the terms thereof (affects Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17 and 19 on the Subdivision Plan).

Together with the benefit of the easements set forth at Access Easement between Landmark Medical Center and DV I, LLC and DV II, LLC recorded at Book 369, page 223, as affected by Amendment to Easement Agreement between Landmark Medical Center and DV I, LLC and DV II, LLC dated March 7, 2007, and recorded at Book 391, page 224, as affected by Second Amendment to Easement Agreement between Landmark Medical Center and DV I, LLC and DV II, LLC dated November 21, 2007, and recorded at Book 411, page 175, and as affected by Third Amendment to Easement Agreement, dated July 23, 2008, recorded at Book 435, page 11 ("Landmark Medical Easement"), as affected by Estoppel recorded April 1, 2010, at Book 493, page 152, subject to the terms thereof.

Together with the benefit of the easements set forth in an Agreement, dated as of March 29, 2010, by and among DV II, LLC; DV III, LLC and Ram Investment Associates, LLC, recorded April 1, 2010, at Book 493, page 1 ("Ram Easement"), subject to the terms thereof.

For Title, see Deed from DV III, LLC to DV II, LLC dated March 29, 2010, recorded April 1, 2010 at Book 493, Page 28.

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6/10/11

UCC EXHIBIT B  
Loan No. 756972

ALL OF DEBTOR'S RIGHT, TITLE AND INTEREST AS LESSOR IN AND TO ALL LEASES AND ALL RENTS RELATING TO THE PREMISES, AS THE PREMISES IS MORE FULLY DESCRIBED IN EXHIBIT A OF THIS FINANCING STATEMENT, AND ALL OTHER LEASES, TENANCIES, RENTAL ARRANGEMENTS, LICENSE AGREEMENTS, CONCESSION AGREEMENTS, STORAGE AGREEMENTS, SUBLEASES, AND GUARANTIES OF PERFORMANCE OR OBLIGATIONS OF ANY PARTY(IES) THEREUNDER RELATING TO THE PREMISES OR ANY PART THEREOF, NOW EXISTING OR WHICH MAY BE EXECUTED AT ANY TIME IN THE FUTURE AND ALL AMENDMENTS, EXTENSIONS, AND RENEWALS THEREOF AND ALL RENTS (INCLUDING INCOME OR PAYMENTS, REGARDLESS OF TYPE OR SOURCE OR PAYMENT, INCLUDING BUT NOT LIMITED TO COMMON AREA MAINTENANCE CHARGES, SECURITY DEPOSITS, STORAGE FEES, LEASE TERMINATION PAYMENTS, PURCHASE OPTION PAYMENTS, REFUNDS OF ANY TYPE, PREPAYMENT OF RENTS, SETTLEMENTS OF LITIGATION OR SETTLEMENTS OF PAST DUE RENTS AND ANY LETTER OF CREDIT AND ANY PROCEEDS DERIVED FROM ANY LETTER OF CREDIT, ACCRUING OR TO ACCRUE OR DERIVED FROM, OR RELATING TO, THE PREMISES WHICH ARE PLEDGED AND ASSIGNED ABSOLUTELY AND DIRECTLY (AND NOT MERELY COLLATERALLY);

ALL RIGHT, TITLE AND INTEREST OF DEBTOR, NOW OR HEREAFTER ACQUIRED, IN AND TO ALL SINGULAR TENEMENTS, HEREDITAMENTS, EASEMENTS, APPURTENANCES, PASSAGES, WATERS, WATER COURSES, RIPARIAN RIGHTS, DIRECT FLOW, DITCH, RESERVOIR, WELL AND OTHER WATER RIGHTS, WHETHER OR NOT ADJUDICATED, WHETHER TRIBUTARY OR NONTRIBUTARY AND WHETHER EVIDENCED BY DEED, WATER STOCK, PERMIT, OR OTHERWISE, SEWER RIGHTS, RIGHTS IN TRADE NAMES AND ANY NAME UNDER WHICH THE PREMISES IS NOW OR HEREAFTER OPERATED AND THE RIGHT TO MANAGE AND OPERATE THE PREMISES UNDER ANY SUCH NAME OR VARIANTS THEREOF, LICENSES, PERMITS AND CONTRACTS, AND ALL OTHER RIGHTS OF ANY KIND OR CHARACTER IN ANY WAY NOW OR HEREAFTER APPERTAINING TO THE PREMISES, INCLUDING BUT NOT LIMITED TO HOMESTEAD AND ANY OTHER CLAIM AT LAW OR IN EQUITY AS WELL AS ANY AFTER-ACQUIRED TITLE, FRANCHISE, OR LICENSE AND THE REVERSION AND REVERSIONS AND REMAINDER AND REMAINDERS THEREOF AND ALL RIGHT, TITLE AND INTEREST OF DEBTOR, NOW OR HEREAFTER ACQUIRED, IN AND TO ANY AND ALL STRIPS OR GORES OF LAND ADJACENT TO AND USED IN CONNECTION WITH THE PREMISES AND ALL RIGHT, TITLE AND INTEREST OF DEBTOR, NOW OR HEREAFTER ACQUIRED, IN, TO, OVER AND UNDER THE WAYS, STREETS, SIDEWALKS AND ALLEYS ADJOINING THE PREMISES;

ALL RIGHT, TITLE AND INTEREST OF DEBTOR IN AND TO ANY AND ALL BUILDINGS AND IMPROVEMENTS OF EVERY KIND AND DESCRIPTION NOW OR HEREAFTER ERECTED OR PLACED ON THE PREMISES AND ALL MATERIALS INTENDED FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION AND REPAIRS

OF SUCH BUILDINGS AND IMPROVEMENTS NOW OR HEREAFTER ERECTED ON THE PREMISES, ALL OF WHICH MATERIALS SHALL BE DEEMED TO BE INCLUDED WITHIN THE PREMISES IMMEDIATELY UPON THE DELIVERY THEREOF TO THE PREMISES, AND ALL IMPROVEMENTS NOW OR HEREAFTER OWNED BY DEBTOR AND ATTACHED TO OR CONTAINED IN AND USED IN CONNECTION WITH THE PREMISES AND APPURTENANCES THERETO; AND ALL ITEMS OF FURNITURE, FURNISHINGS, FIXTURES, MACHINERY, ENGINES, COMPRESSORS, MOTORS, ELEVATORS, PIPES, PUMPS, TANKS, FITTINGS, CONDUITS, WIRING, RADIATORS, AWNINGS, SHADES, SCREENS, PLUMBING, HEATING, LIGHTING, VENTILATING, REFRIGERATING, INCINERATING, AIR CONDITIONING, LIFTING, CLEANING, COMMUNICATIONS, FIRE PREVENTION, FIRE EXTINGUISHING AND SPRINKLER EQUIPMENT AND FIXTURES AND APPURTENANCES THERETO, OTHER EQUIPMENT AND PERSONAL PROPERTY OWNED BY DEBTOR AND USED OR USEFUL IN THE OPERATION OF THE BUILDINGS AND/OR IMPROVEMENTS, OR OTHERWISE RELATED TO THE PREMISES; AND ALL RENEWALS OR REPLACEMENTS OF ALL THE AFORESAID PROPERTY OWNED BY DEBTOR OR ARTICLES IN SUBSTITUTION THEREFORE, WHETHER OR NOT THE SAME ARE OR SHALL BE ATTACHED TO SAID BUILDINGS OR IMPROVEMENTS IN ANY MANNER AND REGARDLESS OF WHERE SITUATED, USED, USABLE, OR INTENDED TO BE USED IN CONNECTION WITH ANY PRESENT OR FUTURE USE OR OPERATION OF OR UPON SAID PREMISES;

ALL OF DEBTOR'S RIGHT, TITLE AND INTEREST IN AND TO ALL FUNDS NOW OR HEREAFTER HELD BY SECURED PARTY UNDER THE LOAN AGREEMENT, ANY COLLECTION ACCOUNT OR SECURITY DEPOSIT ACCOUNT REQUIRED BY LENDER PURSUANT TO THE TERMS OF THE LOAN AGREEMENT, ANY PROPERTY RESERVES AGREEMENT, ESCROW SECURITY AGREEMENT, ANY LETTER(S) OF CREDIT (INCLUDING ANY PROCEEDS DERIVED FROM ANY LETTER OF CREDIT) OR UNDER ANY OF THE TERMS OF THE LOAN DOCUMENTS EVIDENCING OR SECURING THE TRANSACTION AND ALL OF DEBTOR'S PAYMENT INTANGIBLES, LETTER OF CREDIT RIGHTS, INTEREST RATE CAP AGREEMENTS, TENANT IN COMMON AGREEMENT RIGHTS, ANY AND ALL TAX AND UTILITY REFUNDS OR REBATES RELATED TO THE PREMISES (REGARDLESS OF THE TIME PERIOD IN WHICH THEY RELATE) AND ANY OTHER CONTRACT RIGHTS OF DEBTOR RELATED IN ANY MANNER TO THE OWNERSHIP, OPERATION, OR MANAGEMENT OF THE PREMISES, OR THE BUILDINGS OR IMPROVEMENTS NOW OR HEREAFTER ERECTED OR PLACED ON THE PREMISES, AS WELL AS ANY AND ALL SUPPORTING OBLIGATIONS, AND ALL PROCEEDS, RENEWALS, REPLACEMENTS, AND SUBSTITUTIONS THEREOF;

ALL OF DEBTOR'S RIGHT, TITLE AND INTEREST IN AND TO ALL CONTRACTS AFFECTING THE PREMISES, INCLUDING BUT NOT LIMITED TO ALL CONSTRUCTION CONTRACTS, CONSTRUCTION SUBCONTRACTS, ARCHITECTURAL CONTRACTS, DESIGN PROFESSIONAL CONTRACTS, ENGINEERING CONTRACTS, BROKERAGE CONTRACTS, AND ACCOUNTING CONTRACTS, AS WELL AS ALL WORK PRODUCTS

RESULTING FROM SAID CONTRACTS, INCLUDING BUT NOT LIMITED TO, PLANS AND SPECIFICATIONS, DRAWINGS, LICENSES, FINANCIAL PROJECTIONS, BUDGETS, REPORTS, TEST RESULTS AND ALL ITEMS PROCURED PURSUANT TO THOSE CONTRACTS OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL BUILDING PERMITS, ZONING VARIANCES, CERTIFICATES OF OCCUPANCY (WHETHER PERMANENT OR OTHERWISE), EASEMENTS, AND UTILITY SERVICES OR HOOK-UPS;

ALL OF DEBTOR'S RIGHT, TITLE AND INTEREST IN AND TO ALL FUNDS, ACCOUNTS AND PROCEEDS OF ANY OF THE FOREGOING WHETHER OR NOT SUCH FUNDS, ACCOUNTS OR PROCEEDS THEREOF ARE HELD BY SECURED PARTY UNDER THE TERMS OF ANY OF THE LOAN DOCUMENTS EVIDENCING OR SECURING THE TRANSACTION, INCLUDING, BUT NOT LIMITED TO BANKRUPTCY CLAIMS OF DEBTOR AGAINST ANY TENANT AT THE PREMISES, AND ANY PROCEEDS THEREOF; ALL OF DEBTOR'S RIGHT, TITLE AND INTEREST IN AND TO ALL PROCEEDS OF ANY RENTS; INSURANCE PROCEEDS FROM ALL INSURANCE POLICIES REQUIRED TO BE MAINTAINED UNDER ANY OF THE LOAN DOCUMENTS EVIDENCING OR SECURING THE TRANSACTION AND ALL OF DEBTOR'S RIGHT, TITLE AND INTEREST IN AND TO ALL AWARDS, DECREES, PROCEEDS, SETTLEMENTS OR CLAIMS FOR DAMAGE NOW OR HEREAFTER MADE TO OR FOR THE BENEFIT OF DEBTOR BY REASON OF A CASUALTY OR CONDEMNATION;

ALL OF THE AFORESAID PROPERTY, RIGHTS, AND PROCEEDS (INCLUDING ANY PROCEEDS OF REAL PROPERTY WHICH MAY BECOME PERSONAL PROPERTY) OWNED BY DEBTOR AND PLACED BY IT ON THE PREMISES OR USED IN CONNECTION WITH THE OPERATION OR MAINTENANCE OF THE PREMISES WHICH DOES NOT CONSTITUTE A "FIXTURE" AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE.