

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Robert A. Migliaccio, Esq. - 401-331-5700</b>
B. E-MAIL CONTACT AT FILER (optional) <b>rmigliaccio@cm-law.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <b>Robert A. Migliaccio, Esq. Cameron &amp; Mittleman, LLP 301 Promenade Street Providence, Rhode Island 02908 rmigliaccio@cm-law.com</b>

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)

1a. ORGANIZATION'S NAME <b>DV Parcel One, LLC</b>						
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS <b>316 Lockley Drive</b>			CITY <b>Charlotte</b>	STATE <b>NC</b>	POSTAL CODE <b>28207</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)

2a. ORGANIZATION'S NAME						
OR	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)

3a. ORGANIZATION'S NAME <b>Bank Rhode Island</b>						
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS <b>One Turks Head Place</b>			CITY <b>Providence</b>	STATE <b>RI</b>	POSTAL CODE <b>02903</b>	COUNTRY

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

**Certain of Debtor's assets as more particularly set forth on Exhibit A attached hereto and incorporated by reference, including without limitation, all goods, accounts, equipment, machinery, tools and other personal property and fixtures of every kind and description now or hereafter owned by the Debtor or in which the Debtor has an interest (but only to the extent of such interest) and situated or to be situated upon or used in connection with the real estate described on Exhibit B attached hereto and incorporated by reference (the "Premises"), together with any renewals, replacements or additions thereto or substitutions therefor, all proceeds and products thereof, and now or hereafter located at, or used in connection with the operation of the Premises.**

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					

8. OPTIONAL FILER REFERENCE DATA:  
**File with RI SOS**

## EXHIBIT A

**Debtor:** DV Parcel One, LLC  
316 Lockley Drive  
Charlotte, North Carolina 28207

**Secured Party:** Bank Rhode Island  
One Turks Head Place  
Providence, Rhode Island 02903

As collateral security for the payment and performance of all of the Obligations (hereinafter defined), the Debtor hereby grants, assigns, conveys, pledges and transfers to the Secured Party, a continuing security interest in all goods, equipment, machinery, tools and other personal property and fixtures of every kind and description now or hereafter owned by the Debtor or in which the Debtor has an interest (but only to the extent of such interest) and situated or to be situated upon or used in connection with the Premises (hereinafter defined) or in any of the Improvements (hereinafter defined), together with any renewals, replacements or additions thereto or substitutions therefor, all proceeds and products thereof, and now or hereafter located at, or used in connection with the operation of the Premises or the Improvements, including without limitation the following (all of which are hereinafter collectively referred to as the "Collateral"):

(a) **EQUIPMENT, ETC.:** All of the Debtor's interest in and to all equipment, fixtures, inventory, goods, materials, supplies, furnishings, accounts, accounts receivable, contract rights, plans, specifications, permits, other rights, bank deposits, warranties, cash and general intangibles whether now or hereafter existing for use on or in connection with the Premises.

(b) **PROCEEDS FOR DAMAGE TO THE MORTGAGED PROPERTY:** All proceeds (including, without limitation, insurance and condemnation proceeds), including interest thereon, paid for any damage done to the Mortgaged Property (defined as the Premises and the Improvements), or any part thereof, or for any portion thereof appropriated for any character of public or quasi-public use in accordance with the provisions, terms and conditions hereinafter set forth.

(c) **UTILITY DEPOSITS:** All right, title and interest of the Debtor in and to all monetary deposits that the Debtor has been or will be required to give to any public or private utility with respect to utility services furnished or to be furnished to the Premises.

(d) **RECORDS:** All of the records and books of account now or hereafter maintained by the Debtor in connection with the operation of the Premises.

(e) **NAME AND GOODWILL:** The right, in event of foreclosure of the Mortgaged Property hereunder, to take and use any name by which the Mortgaged

Property is then known or any variation of the words thereof, and the goodwill of the Debtor with respect thereto.

(f) **OTHER AGREEMENTS:** To the extent assignable under applicable law, any and all interest rate swap agreements, interest rate cap agreements and interest rate collar agreements designed to protect the Debtor against fluctuations in interest rates or currency exchange rates, to the extent of the Debtor's interest therein, including, without limitation, the right, upon the occurrence and during the continuation of an Event of Default (as may be defined in the Obligations), to receive and collect any sums payable to the Debtor thereunder.

#### **DEFINITIONS:**

**"Improvements"** means all buildings and improvements now or hereafter situated upon the Premises, together with all fixtures and tangible personal property now or hereafter owned by the Debtor or in which the Debtor has an interest (but only to the extent of such interest) and placed in or upon the Premises or the buildings or improvements thereon.

**"Obligations"** means among other things, all indebtedness, obligations and liabilities of the Debtor to the Secured Party of every kind and description in connection with that certain \$485,000 loan (the "Loan") of even date herewith, direct or indirect, secured or unsecured, joint or several, absolute or contingent, due or to become due, whether for payment or performance, now existing or hereafter arising, regardless of how the same arise or by what instrument, agreement or book account they may be evidenced, or whether evidenced by any instrument, agreement or book account, including, without limitation, any renewal or extension of the Loan), all Loan indebtedness, all undertakings to take or refrain from taking any action and all interest, taxes, fees, charges, expenses and reasonable attorneys' fees chargeable to the Debtor or incurred by the Secured Party under the security instrument giving rise to this financing statement in connection with the Loan, or any other document or instrument delivered in connection with the Loan.

## EXHIBIT A

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 1 on a plan entitled "Administrative Subdivision, Dowling Village – Replat of Record Lots 1, 2, 3, 12, 14, 16, 17 & 19" dated November 2, 2011, by DiPrete Engineering Associates, Inc. recorded December 5, 2011 at Plat Book 1, Pages 296-299.

The aforementioned premises are conveyed subject to and with the benefit of easements, restrictions, covenants, and matters of record, if any, to the extent the same are in force and effect.

Together with the benefit of the easements set forth at Easements with Covenants and Restrictions, by and between Wal-Mart Stores East, LP, DVIII, LLC, DVII, LLC, DVI, LLC and DVI Parcel 3, LLC, dated March 29, 2010 and recorded April 1, 2010 at Bok 493, Page 44 ("ECR") subject to the terms thereof (affects Lots 6, 7, 8, 9, 10, 11, 15 and 18 on the 2009 Subdivision Plan, Lots 1, 3, & 16 on the November 2011 Subdivision Plan, and Lots 4 and 5 on the plan entitled, "Administrative Subdivision, Dowling Village – Replat of Record Lots 1, 3, 4 & 5" dated June 21, 2011, last revised November 3, 2011, by DiPrete Engineering Associates, Inc., recorded December 5, 2011 at Plan Book 1, Pages 294 & 295 (June 2011 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.

Together with the easements benefiting Lot 6 set forth in Declaration of Easements, Covenants, Conditions, and Restrictions dated January 31, 2012 and recorded February 3, 2012 in Book 555, Page 194, subject to the terms thereof.

Being the same premises conveyed to this Mortgagor by Deed of DV III, LLC, a Rhode Island limited liability company, dated December 5, 2011 and recorded in Book 548, Page 215.