

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)

Lien Solutions
PO Box 29071
Glendale, CA 91209-9071
Order 70893121

RI SOS

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 Dedham TIC Partners, LLC			
OR	1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

1c MAILING ADDRESS 95 Sockanosset Cross Road	CITY Cranston	STATE RI	POSTAL CODE 02920	COUNTRY USA
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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 WBR, LLC			
OR	2b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

2c MAILING ADDRESS 95 Sockanosset Cross Road	CITY Cranston	STATE RI	POSTAL CODE 02920	COUNTRY USA
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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 Bank Rhode Island			
OR	3b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

3c MAILING ADDRESS One Turks Head Place	CITY Providence	STATE RI	POSTAL CODE 02903	COUNTRY USA
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4. **COLLATERAL:** This financing statement covers the following collateral:

See Exhibit "A" attached hereto and incorporated herein by reference.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility ☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

Our File No. 2116-639

Filed with Rhode Island Secretary of State

UCC FINANCING STATEMENT ADDITIONAL PARTY

FOLLOW INSTRUCTIONS

18. 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 ☐

18a. ORGANIZATION'S NAME

Dedham TIC Partners, LLC

OR

18b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

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19. ADDITIONAL DEBTOR'S NAME Provide only one Debtor name (19a or 19b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name)

19a. ORGANIZATION'S NAME

Pisces3 Qualified Opportunity Fund, LLC

OR

19b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

19c. MAILING ADDRESS

95 Sockanosset Cross Road

CITY

Cranston

STATE

RI

POSTAL CODE

02920

COUNTRY

USA

20. ADDITIONAL DEBTOR'S NAME Provide only one Debtor name (20a or 20b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name)

20a. ORGANIZATION'S NAME

OR

20b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

20c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

21. ADDITIONAL DEBTOR'S NAME Provide only one Debtor name (21a or 21b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name)

21a. ORGANIZATION'S NAME

OR

21b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

21c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

22. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (22a or 22b)

22a. ORGANIZATION'S NAME

OR

22b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

22c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

23. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (23a or 23b)

23a. ORGANIZATION'S NAME

OR

23b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

23c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

24. MISCELLANEOUS:

EXHIBIT A

Debtor: Dedham TIC Partners, LLC
WBR, LLC
Pisces3 Qualified Opportunity Fund, LLC
c/o 95 Sockanosset Cross Road
Cranston, Rhode Island 02920

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, the Debtor hereby grants, assigns, conveys, pledges and transfers to the Secured Party, a continuing security interest in the following assets and properties of the Debtor, any and all substitutions therefor and replacements thereof, and any and all additions and accessions thereto whether now owned or hereafter acquired or in which the Debtor may now have or hereafter acquire an interest (all of which are hereinafter collectively referred to as the "Collateral"):

All fixtures of every kind and description now or hereafter owned by the Mortgagor or in which the Mortgagor 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 or in any of the Improvements, 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:

A. INTANGIBLES: All of the Mortgagor's interest in and to all , 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 (as hereinafter defined), 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 Mortgagor in and to all monetary deposits that the Mortgagor 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 Mortgagor 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 Mortgagor with respect thereto.

Notwithstanding any provision herein, the Mortgagee does not claim an any interest in any tangible personal property of mortgagor located on any part of the land which lies in a federal hazard flood zone other than fixtures, and any use of the term "property" shall be deemed to exclude all tangible personal property of Mortgagor located on the land which lies in a federal flood hazard zone other than fixtures.

DEFINITIONS

"Code" shall mean the Uniform Commercial Code as the same may be in effect from time to time in the Commonwealth of Massachusetts.

"Fixtures" shall mean "fixtures" within the meaning of Section 9-102(a)(41) of the Code and, to the extent not otherwise included therein, all goods which are so related to particular real estate that an interest in them arises under real estate law and all accessions thereto, replacements thereof and substitutions therefor, including, but not limited to, plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, radiators, blinds and all laundry, refrigerating, gas, electric, ventilating, air-refrigerating, air-conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature and any replacements, accessions and additions thereto, Proceeds thereof and substitutions therefor.

"Obligations" means among other things, all indebtedness, obligations and liabilities of the Debtor specifically related to the Premises to the Secured Party of every kind and description, 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, all loans (including any loan by renewal or extension), all indebtedness, all undertakings to take or refrain from taking any action, all indebtedness, liabilities or obligations owing from the Debtor to others which the Secured Party may have obtained by purchase, negotiation, discount, assignment or otherwise, and all interest, taxes, fees, charges, expenses and attorneys' fees chargeable to the Debtor or incurred by the Secured Party under the security agreement giving rise to this financing statement, or any other document or instrument delivered in connection therewith.

"Premises" shall mean the real estate of the Debtor located at 600-610 Providence Highway and 95-115 Eastern Avenue, Dedham, Massachusetts, which real estate is more particularly described on Exhibit B attached hereto and incorporated herein by reference.

"Proceeds" shall mean "proceeds" as defined in the Code and, to the extent not otherwise included therein, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty, or other agreement, instrument or undertaking similar to any of the foregoing, payable to the Debtor from time to time with respect to any of the Collateral, (b) any and all payments (in any form whatsoever) made or due and payable to the Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral, (c) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral, and (d) any products or rents of any of the Collateral.

2116-639/3490005

EXHIBIT B

Parcel I - 600-610 Providence Highway

The land in Dedham, Norfolk County, Massachusetts situated on the southeasterly side of the Boston and Providence Pike (Route 1) and shown as Lot A on a plan entitled "Plan of Land in Dedham, Mass.", prepared by Pilling Engineering Company, Inc., dated June 22, 1981, amended June 30, 1981, recorded with Norfolk Registry of Deeds in Plan Book 290 as Plan Number 624 of 1981 and bounded and described as follows:

- | | |
|-----------------------------|--|
| Northwesterly | by the Boston & Providence Pike (Route 1), 22041 feet; |
| Northeasterly | by Lot B as shown on said plan, 299.61 feet; |
| Northwesterly | by said Lot B and by a lot marked "The Fisher-Churchill Company" as shown on said plan, 130.00 feet; |
| Northeasterly | by Lot C as shown on said plan, 420 feet, more or less; |
| Southeasterly and Southerly | by the old center line of Wigwam Brook as shown on said plan, 785 feet, more or less; |
| Northwesterly | by land now or formerly of the Fisher-Churchill Company, shown on said plan as "Lechmere", 300.00 feet, more or less; and |
| Southwesterly | by land now or formerly of the Fisher-Churchill Company, shown on said plan as "Lechmere", and by the Boston & Providence Pike (Route 1); by two lines measuring 500.79 feet and 29.00 feet, respectively. |

Containing 6.48 acres, more or less, according to said plan.

Said premises are conveyed together with the appurtenant right to use that portion of Parcel B shown on said plan extending a distance of 19.59 feet northeasterly from the 299.61 foot division line between the herein granted premises and said Parcel B for a distance of 30.00 feet southeasterly from the Boston & Providence Pike, for all purposes for which public ways are commonly used in the Town of Dedham.

Parcel II - 95-115 Eastern Avenue

The land in Dedham, Norfolk County, Massachusetts situated on the southwesterly side of Eastern Avenue being shown as Lot C on a plan entitled "Plan of Land in Dedham, Massachusetts", prepared by Pilling Engineering Company, Inc. dated August 11, 1983, recorded as Plan 659 of 1983, and bounded and described as follows:

- Northeasterly by Eastern Avenue, 320.62 feet;
- Southeasterly by the old center line of Wigwam Brook as shown on said plan, 550 feet, more or less
- Southwesterly by Lot A as shown on said plan, 390 feet, more or less; and
- Northwesterly by Lot C2 as shown on said plan in two courses, the first being 444.22 feet and the second being 193.88 feet.

Containing 4.80 acres, more or less according to said plan.