

# UCC-1 Form

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## FILER INFORMATION

*Full name:* **GRAHAM GAUDETTE**

*Email Contact at Filer:* **G G G@BOSTONBUSINESSLAW.COM**

## SEND ACKNOWLEDGEMENT TO

*Contact name:* **HACKETT FEINBERG P.C.**

*Mailing Address:* **155 FEDERAL STREET, 9TH FLOOR**

*City, State Zip Country:* **BOSTON, MA 02110 USA**

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## DEBTOR INFORMATION

*Org. Name:* **CD DEVELOPMENT CORP.**

*Mailing Address:* **204 BROAD STREET**

*City, State Zip Country:* **PAWTUCKET, RI 02860 USA**

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## SECURED PARTY INFORMATION

*Org. Name:* **TD BANK, N.A.**

*Mailing Address:* **203 TRUMBULL STREET**

*City, State Zip Country:* **HARTFORD, CT 06103 USA**

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## TRANSACTION TYPE: STANDARD

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## COLLATERAL

SEE THE ATTACHED EXHIBIT A FOR COLLATERAL DESCRIPTION.

## EXHIBIT A

UCC-1 Financing Statement given by  
CD Development Corp.,  
a Rhode Island corporation (the “**Debtor**”)  
to  
TD Bank, N.A. (the “**Secured Party**”)

### DESCRIPTION OF COLLATERAL

The Debtor hereby grants, pledges, assigns, transfers, and sets over to the Secured Party, for itself and as agent for any Affiliate Counterparty, and there is hereby created in favor of the Secured Party, a security interest in and to all of the Debtor’s right, title, and interest in, to, and under all of the Debtor’s rights as a general partner in Central Development, L.P., a Rhode Island limited partnership (the “Borrower”), whether now or hereafter existing, or now owned or hereafter acquired (collectively, “Debtor Collateral”) including, without limitation, all of the Debtor’s right, title, and interest in, to, and under the following:

- (a) The Partnership Agreement.
- (b) Income, gain, losses, deductions, and tax benefits, including any Tax Credits allocated by the Borrower to the Debtor, whether during the continuance of or on account of liquidation of the Borrower or otherwise, and any right to such allocation as set forth in the Partnership Agreement.
- (c) The Capital Contributions.
- (d) Distributions, whether in cash or in kind, payable by the Borrower to its partners, including operating cash flow, extraordinary proceeds, liquidation proceeds, refunds of capital, and the proceeds of any of the above.
- (e) All voting rights of the Debtor under the Partnership Agreement.
- (f) Any rights the Debtor may have or acquire in, and any allocation to the Debtor of, all tax credits granted or available to be granted under the Code, and allocated to the Borrower with respect to the Mortgaged Properties, including the Tax Credits.
- (g) Any certificate, instrument, account, general intangible (including payment intangibles) or other evidence of any of the foregoing.

(h) All books and records pertaining to any of the above-described property, including but not limited to any computer-readable memory and any computer hardware or software (including embedded software) necessary to process such memory.

All capitalized terms not defined herein shall have the same meaning as those capitalized terms defined therein that certain Security Instrument dated as of June 13, 2024 by and among Debtor, the Borrower and Secured Party.