

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A NAME & PHONE OF CONTACT AT FILER (optional) Karen Auclair Oliveira, Esq.	
B E-MAIL CONTACT AT FILER (optional) karenauclair@gmail.com	
C SEND ACKNOWLEDGMENT TO: (Name and Address) Karen Auclair Oliveira, Esq. Lincoln Center - Suite 205 132 Old River Road Lincoln, RI 02865	

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 Commowearth Engineers & Consultants, Inc.					
OR	1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c MAILING ADDRESS 400 Smith Street		CITY Providence	STATE RI	POSTAL CODE 02908	COUNTRY USA

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 Thomas M. Cunningham, Trustee of the Thomas M. Cunningham Living Trust Dated 3/29/2018					
OR	3b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c MAILING ADDRESS 125 Grandview Road		CITY East Greenwich	STATE RI	POSTAL CODE 02818	COUNTRY USA

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

A subordinated security interest in the Collateral described in Exhibit A, attached hereto.

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

6b. Check only if applicable and check only one box: 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:
Filed with the RI SOS

EXHIBIT A

Grantor: Commonwealth Engineers and Consultants, Inc., a Rhode Island Corporation

Secured Parties: Thomas M. Cunningham, Trustee, as Trustee of the Thomas M. Cunningham Living Trust dated March 29, 2018

As collateral security for the payment and performance of all of the Obligations, the Grantor hereby grant, assign, convey, pledge and transfer to the Secured Party a continuing security interest in all tangible and intangible personal property of the Grantor, including, but not limited to, the following assets and properties of the Grantor, 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 Grantor may now have or hereafter acquire an interest, wherever located (all of which are hereinafter collectively referred to as the "Collateral"):

(a) All Accounts and General Intangibles of the Grantor now existing or arising in the future, whether in the ordinary course of the Grantor's respective businesses, in respect of the sale of Inventory, or otherwise (including without limitation, (i) all monies due and to become due under any Contract or Account, (ii) any damages arising out of or for breach or default in respect of any such Contract or Account, (iii) all other amounts from time to time paid or payable under or in connection with any such Contract or Account and (iv) the right of the Grantor to terminate any Contract or to perform and to exercise all remedies thereunder);

(b) All Inventory of the Grantor;

(c) All Equipment and Fixtures of the Grantor;

(d) All ledger sheets, files, records, documents and instruments (including, without limitation, computer programs, tapes and related data processing software) of the Grantor evidencing an interest in or relating to the foregoing Collateral; and

(e) All instruments, Documents, securities, cash and property, owned by the Grantor or in which Grantor has an interest, which now or hereafter at any time are in the possession and control of the Secured Parties or in transit by mail or carrier to or from the Secured Parties or in the possession of any third party acting in behalf of the Secured Parties, without regard to whether the Secured Parties received the same in pledge, for safekeeping, as agent for collection or transmission or otherwise or whether the Secured Parties have conditionally released the same; and

(f) To the extent not otherwise included, all Proceeds of any and all of the foregoing.

DEFINITIONS

"Accounts" shall mean "accounts" within the meaning of Section 9-102(a)(2) of the Code and, to the extent not otherwise included therein, all Contract Rights, accounts receivable, instruments, documents and chattel paper; any other obligations or indebtedness owed to the Grantor from whatever source arising; all rights of Grantor to receive any payments in money or kind; all guarantees of Accounts and security therefor; all cash or non-cash Proceeds of all of the foregoing; all of the right, title and interest of Grantor in and with respect to the goods, services or other property which gave rise to or which secure any of the accounts and insurance policies and proceeds relating thereto, and all of the rights of the Grantor as an unpaid seller of goods or services, including, without limitation, the rights of stoppage in transit, replevin, reclamation and resale; and all of the foregoing, whether now existing or hereafter created or acquired.

"Code" shall mean the Uniform Commercial Code as the same may be in effect from time to time in the State of Rhode Island, as may be applicable to the Collateral.

"Contract Rights" to the extent not included in the definition of Accounts, shall mean all rights to payment or performance under a Contract not yet earned by performance and not evidenced by an instrument or chattel paper.

"Contract" or **"Contracts"** shall mean all contracts, agreements and other undertakings of any nature whatsoever pursuant to which the Grantor entered into a sale or agreement to sell or provide goods or services now or in the future.

"Documents" shall mean "documents" within the meaning of Section 9-102(a)(30) of the Code.

"Equipment" shall include "equipment" within the meaning of Section 9-102(a)(33) of the Code and, to the extent not otherwise included therein, all machinery, equipment, furniture, parts, tools and dies, of every kind and description, of the Grantor (including automotive equipment), now owned or hereafter acquired by the Grantor, and used or acquired for use in the business of the Grantor, together with all accessions thereto and all substitutions and replacements thereof and parts therefor; and all cash or non-cash Proceeds.

"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.

"General Intangibles" shall mean "general intangibles" within the meaning of Section 9-102(a)(42) of the Code to the extent they arise from the sale of goods or services or are used in connection with the production of Inventory, all tax refunds and other claims of the Grantor against any governmental authority, and all choses in action, insurance proceeds, goodwill, patents, copyrights, trademarks, tradenames, customer lists, formulae, trade secrets, licenses, designs, computer software, research and literary rights now owned or hereafter acquired.

"Inventory" shall mean "inventory" within the meaning of Section 9-102(a)(48) of the Code, and to the extent not otherwise included therein, all goods, merchandise and other personal property now owned or hereafter acquired by the Grantor which are held for sale or lease, or are furnished or to be furnished under any contract of service or are raw materials, work-in-process, supplies or materials used or consumed in the Grantor's business, and all products thereof, and all substitutions, replacements, additions or accessions therefor and thereto; and any cash or non-cash Proceeds of all of the foregoing, including insurance proceeds.

"Obligations" means the indebtedness and all obligations due and owing to the Secured Party pursuant to that certain Purchase Note by Grantor in favor of the Secured Party dated as of November ____, 2022 in the original principal amount of \$516,742.90, a copy of which is attached to the Security Agreement as *Exhibit B*, as well as any and all other obligations of Grantor set forth in this Security Agreement.

"Proceeds" shall mean "proceeds" as defined in Section 9-102(a)(64) of 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 Grantor 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 Grantor 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.