



**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

<b>A. NAME &amp; PHONE OF CONTACT AT FILER (optional)</b> Loan Operation 508-946-8742
<b>B. E-MAIL CONTACT AT FILER (optional)</b> loanoperations@rocklandtrust.com
<b>C. SEND ACKNOWLEDGMENT TO: (Name and Address)</b>  <div style="border: 1px solid black; padding: 5px;"> <p><b>Rockland Trust Company</b>  <b>Email: loanoperation@rocklandtrust.com</b>  <b>30 South Main Street</b>  <b>Middleboro, MA 02346</b></p> </div>

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 New England Equine Services LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 4277 Tower Hill Road		CITY Wakefield	STATE RI	POSTAL CODE 02879
				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 Rockland Trust Company				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS PO Box 32		CITY Middleboro	STATE MA	POSTAL CODE 02771
				COUNTRY USA

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

**All Business Assets per attached Exhibit A; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing.**

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/Licenser	
8. OPTIONAL FILER REFERENCE DATA:	

## UCC EXHIBIT A

**Borrower:** New England Equine Services LLC  
4277 Tower Hill Road  
Wakefield, RI 02879

**Lender:** Rockland Trust Company  
Seekonk  
PO Box 32  
Middleboro, MA 02771

The following assets of the Debtor:

**Collateral** shall mean all properties, assets and rights of Borrower wherever located, now owned or hereafter acquired or arising, and all proceeds and products thereof and accessions thereto, including, without limitation, all of the Borrower's present and future right, title and interest in and to any and all of the following property now owned or hereafter acquired:

- (i) All Inventory and all General Intangibles relating thereto;
- (ii) All Accounts and all General Intangibles relating thereto;
- (iii) All General Intangibles;
- (iv) Equipment, including but not limited to the Equipment listed on Schedule B hereto, but if no Schedule B is appended hereto, this Agreement shall nevertheless apply to all Equipment
- (v) Securities and all General Intangibles relating thereto;
- (vi) Those commercial tort claims as more specifically described in Exhibit B attached hereto;
- (vii) Those commercial deposit accounts as more specifically described in Exhibit B attached hereto;
- (viii) The following personal property of Borrower, notwithstanding that the same may be described under other provisions of this Section 1 (a): [If left blank, this clause (viii) shall be deemed intentionally deleted]
- (ix) All other personal property of Borrower.
- (x) with respect to each of the above items (i) through (ix),

any and all additions, substitutions, accessions and proceeds thereto or thereof and all other property at any time delivered, pledged, assigned or transferred by Borrower to the Lender and any other property of every kind or description of Borrower now or hereafter in the possession or control of the Borrower for any purpose, including all additions, products, proceeds, insurance proceeds, accessions, dividends, and distributions on or other rights with respect to any property herein above referred to, and all proceeds of the above property, including such as may be in the possession of Borrower at any time or in the possession of any representative person or bailee on behalf of Borrower, including a Trustee, receiver, custodian or other similar official under any action seeking organization, arrangement, adjustment, liquidation, dissolution or composition of Borrower under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, whether such proceeds have been paid to or recovered by Borrower or any of said representatives or bailee.

**Accounts** shall mean all rights of the Borrower to payment for goods sold, leased, assigned, licensed, or otherwise disposed of or for services rendered, or to be rendered, payment obligations arising out of the sale, lease, or license of tangible and intangible property, credit card receivables, health-care-insurance receivables, all sums of money or other proceeds due or becoming due thereon, all instruments pertaining thereto, all guarantees and security therefor, and the Borrower's rights pertaining to and interest in such goods, including the right of stoppage in transit, replevin or reclamation; all chattel paper (whether tangible or electronic); all amounts due from affiliates of the Borrower; all insurance proceeds; all other rights and claims to the payment of money, under contracts or otherwise; and all other property constituting "accounts" as such term is defined in the Uniform Commercial Code.

**Contract Rights** or "contract rights" shall mean the rights of Borrower under contracts.

**Debtor(s)** shall mean Borrower's customers who are indebted to borrower.

**Equipment** shall mean all machinery, equipment and fixtures, trade fixtures, office furniture, furnishings and trade fixtures, specialty tools and parts, motor vehicles and materials handling equipment of the Borrower, together with the Borrower's interest in, and right to, any and all manuals, computer programs, data bases and other materials relating to the use, operation or structure of any of the foregoing; and all other property constituting "equipment" as such term is defined in the Uniform Commercial Code.

**General Intangibles** shall mean all rights with respect to trademarks, service marks, trade names, trade styles, patents, copyrights, mask works, trade-secrets information, other proprietary rights and rights to prevent others from doing acts that constitute unfair competition with the Borrower or misappropriation of its property, including without limitation any sums (net of expenses) that the Borrower may receive arising out of any claim for infringement of its rights in any of the foregoing, and all rights of the Borrower under contracts to enjoy performance by others or to be entitled to enjoy rights granted by others, including without limitation any licenses; all tax refunds; all rights, title and interest of the Borrower in and to all instruments, documents, books, records and other information (on whatever medium recorded, and including without limitation computer programs, tapes, discs, punch cards, data processing software and related property and rights) maintained by the Borrower that reflect the conduct of the Borrower's business, such as financial records, marketing and sales records, research and development records, and design, engineering and manufacturing records; payment intangibles; letter-of-credit rights; supporting obligations; all rights under service bureau service contracts; all computer data and the concepts and ideas on which said data is based; software; all developmental ideas and concepts, papers, plans, schematics, drawings, blueprints, sketches and documents; all data bases; all customer lists; and all other property constituting "general intangibles" as such term is defined in the Uniform Commercial Code.

**Inventory** shall mean all goods, merchandise and other personal property (including warehouse receipts and other negotiable and non-negotiable documents of title covering any such property) of the Borrower that are held for sale, lease or other disposition, or for display or demonstration, or leased or consigned, or that are raw materials, piece goods, work-in-process or materials used or consumed or to be used or consumed in the Borrower's business, whether in transit or in the possession of the Borrower or another, including without limitation all goods covered by purchase orders and contracts with suppliers and all goods billed and held by suppliers and goods located on the premises of any carriers, forwarding agents, truckers, warehousemen, vendors, selling agents or other third parties; all proprietary rights, patents, plans, drawings, diagrams, schematics, assembly and display materials relating to any of the foregoing; and all other property constituting "inventory" as such term is defined in the Uniform Commercial Code.

**Securities** shall mean all of the securities and instruments of the Borrower, including without limitation all stocks, bonds, Treasury bills, certificates of deposit and mutual or money market fund shares; and all sums due or to become due on any of the foregoing, and all securities, instruments or other property purchased or acquired as a result of the investment and reinvestment thereof as hereinafter provided.

**UCC EXHIBIT A  
(Continued)**

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**Uniform Commercial Code or Code** shall mean Chapter 106 of the Massachusetts General Laws, as may be amended from time to time.

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