

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A NAME & PHONE OF CONTACT AT SUBMITTER (optional)
Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141
B. E-MAIL CONTACT AT SUBMITTER (optional)
uccfilingreturn@wolterskluwer.com
C. SEND ACKNOWLEDGMENT TO (Name and Address): 31153 - CAPITAL ONE
Lien Solutions 99505091
P.O. Box 29071 RIRI
Glendale, CA 91209-9071 FIXTURE
File with: Secretary of State, RI
SEE BELOW FOR SECURED PARTY CONTACT INFORMATION

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
201414333540 9/30/2014 SS RI
1b. [X] This FINANCING STATEMENT AMENDMENT is to be filed [for record]
(or recorded) in the REAL ESTATE RECORDS
File: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. [] TERMINATION. Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. [] ASSIGNMENT (full or partial) Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. [X] CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. [] PARTY INFORMATION CHANGE
Check one of these two boxes AND Check one of these three boxes to:
This Change affects [] Debtor or [] Secured Party of record [] CHANGE name and/or address Complete item 6a or 6b, and item 7a or 7b and item 7c [] ADD name Complete item 7a or 7b, and item 7c [] DELETE name Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION Complete for Party Information Change - provide only one name (6a or 6b)
6a. ORGANIZATION'S NAME
BURRITT SCHOOL ASSOCIATES
OR
6b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7. CHANGED OR ADDED INFORMATION Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact full name, do not omit, modify, or abbreviate any part of the Debtor's name)
7a. ORGANIZATION'S NAME
OR
7b. INDIVIDUAL'S SURNAME
INDIVIDUAL'S FIRST PERSONAL NAME
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

8. COLLATERAL CHANGE Check only one box: [] ADD collateral [] DELETE collateral [] RESTATE covered collateral [] ASSIGN* collateral
Indicate collateral *Check ASSIGN COLLATERAL only if the assigner's power to amend the record is limited to certain collateral and describe the collateral in Section 9

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT. Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here [] and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME
FEDERAL HOME LOAN MORTGAGE CORPORATION
OR
9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10. OPTIONAL FILER REFERENCE DATA: Debtor Name: BURRITT SCHOOL ASSOCIATES
99505091 502109868 BURRITT SCHOOL APARTMENTS

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER Same as item 1a on Amendment form
 201414333540 9/30/2014 SS RI

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT Same as item 9 on Amendment form

12a ORGANIZATION'S NAME FEDERAL HOME LOAN MORTGAGE CORPORATION
OR
12b INDIVIDUAL'S SURNAME
FIRST PERSONAL NAME
ADDITIONAL NAME(S) INITIAL(S)
SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13) Provide only one Debtor name (13a or 13b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name), see Instructions if name does not fit

13a ORGANIZATION'S NAME BURRITT SCHOOL ASSOCIATES				
OR	13b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX

14. ADDITIONAL SPACE FOR (CHECK ONE BOX): ITEM 8 (Collateral) OR OTHER INFORMATION (Please Describe)

Debtor Name and Address:
 BURRITT SCHOOL ASSOCIATES - C/O PICERNE REAL ESTATE GROUP, 75 LAMBERT LIND HIGHWAY, WARWICK, RI 02886

Secured Party Name and Address:
 FEDERAL HOME LOAN MORTGAGE CORPORATION - 8200 JONES BRANCH DRIVE, MCLEAN, VA 22102
 DEUTSCHE BANK TRUST COMPANY AMERICAS, AS TRUSTEE FOR THE REGISTERED HOLDERS OF J.P. MORGAN CHASE COMMERCIAL MORTGAGE SECURITIES CORP. MULTIFAMILY MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2014-K40 - 1761 E. ST ANDREW PL., Santa Ana, CA 92705-4934

1) DEUTSCHE BANK TRUST COMPANY AMERICAS, AS TRUSTEE FOR THE REGISTERED HOLDERS OF J.P. MORGAN CHASE COMMERCIAL MORTGAGE SECURITIES CORP. MULTIFAMILY MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2014-K40

15. This FINANCING STATEMENT AMENDMENT <input type="checkbox"/> covers timber to be cut <input checked="" type="checkbox"/> covers as-extracted collateral <input type="checkbox"/> is filed as a fixture filing	17. Description of real estate NA
16. Name and address of a RECORD OWNER of real estate described in item 17 (if Debtor does not have a record interest)	

18. MISCELLANEOUS 99505051 RI 0 31'53 CAPITAL ONE MULTIFAM FEDERAL HOME LOAN MORTGAGE Filed with Secretary of State, RI 502109569 BURRITT SCHOOL APARTMENTS

EXHIBIT A

Legal Description
Barritt School

Two pieces or parcels of land together with all the buildings and improvements thereon and appurtenances thereto, situated in the City of New Britain, County of Hartford and State of Connecticut, shown and designated as Lots 63, 64, 132, 133 AP 64 AREA: 70,072 S.F. and shown and designated as Lots 30, 61 AP 64 AREA: 21,822 S.F. on a certain map or plan entitled, "Property & Topographic Survey THE ELIHU BURRITT SCHOOL New Britain (Hartford County) Conn. Scale: GRAPHIC December 1982 The Guillemette Corporation Revisions 17 Dec., 1982 Pierre H. Guillemette Date 17 Dec., 1982", which map or plan was filed with the Town Clerk of the City of New Britain in Volume 19 at Page 36, reference to which is hereby made.

Parcel One:

Said Lots 63, 64, 132, 133 AP 64 AREA: 70,072 S.F. are more particularly bounded and described as follows:

Beginning at the southeasterly corner of the parcel herein described, said corner being at the intersection of the westerly line of Clark Street and the northerly line of Lee Street; thence running south $85^{\circ}00'48''$ west along the said northerly line of Lee Street a distance of 207.09 feet to a point; thence turning an interior angle of $270^{\circ}00'00''$ and running southerly along a jog in Lee Street a distance of 7.50 feet to a point; thence turning an interior angle of $90^{\circ}00'00''$ and running westerly along the said northerly line of Lee Street a distance of 201.90 feet to a point in the easterly line of Main Street; thence turning an interior angle of $74^{\circ}29'02''$ and running northerly along the said easterly line of Main Street a distance of 131.09 feet to a point of curvature, thence turning an interior angle of $150^{\circ}15'52''$ to the chord of a curve having a radius of 70.00 feet to the right and running northeasterly along the southeasterly line of said Main Street an arc distance of 72.66 feet to a point of tangency in the southeasterly line of North Street; thence turning an interior angle of $150^{\circ}15'52''$ from the chord and running northeasterly along said southeasterly line of North Street a distance of 54.60 feet to a point of curvature; thence turning an interior angle of $168^{\circ}16'20.5''$ to the chord of a curve having a radius of 190.00 feet to the right and running easterly along the southerly line of said North Street an arc distance of 77.78 feet to a point of tangency; thence turning an interior angle of $168^{\circ}16'20.5''$ from the chord and running easterly along the said southerly line of North Street a distance of 212.325 feet to a point of curvature; thence turning an interior angle of $134^{\circ}43'17.5''$ to the chord of a curve having a radius of 10.00 feet to the right and running southeasterly along the southwesterly line of said North Street an arc distance of 15.805 feet to a point of tangency in the westerly line of said Clark Street; thence turning an interior angle of $134^{\circ}43'17.5''$ from the chord and running southerly along the said westerly line of Clark Street a distance of 132.33 feet to a point; thence turning an interior angle of $176^{\circ}02'22''$ and running southerly along the said westerly line of Clark Street a distance of 13.28 feet to the point and place of beginning. This last course forms an interior angle of $102^{\circ}57'36''$ with the intersection of the first described course. Area of this parcel is 70,072 square feet.

Parcel Two:

Said lots 30, 61 AP 64 ARBA: 21,822 S.F. are more particularly bounded and described as follows:

Beginning at the northeasterly corner of the parcel herein described, said corner being at the intersection of the westerly line of Clark Street and the southerly line of Lee Street; thence turning southerly along the said westerly line of Clark Street a distance of 139.00 feet to a point and land now or formerly of Lazarus S. & Samuel J. Heyman; thence turning an interior angle of $88^{\circ}15'58''$ and running westerly bounded southerly by said Heyman land a distance of 49.86 feet to a point; thence turning an interior angle of $197^{\circ}08'32''$ and running southwesterly bounded southeasterly by said Heyman land a distance of 113.24 feet to a point and land now or formerly of Machowsky Realty Limited Partnership; thence turning an interior angle of $82^{\circ}44'25''$ and running northerly bounded westerly by said Machowsky land a distance of 128.10 feet to a point in the said southerly line of Lee Street; thence turning an interior angle of $94^{\circ}48'41''$ and running easterly along said southerly line of Lee Street a distance of 181.79 feet to the point and place of beginning. This last course forms an interior angle of $77^{\circ}02'24''$ with the intersection of the first described course. Area of this parcel is 21,822 square feet.

Meaning and intending to describe the same premises conveyed by corrective deed recorded March 17, 1983 in Book 782 at Page 1189.

FOR REFERENCE ONLY

Parcel One: Map C7A Block 64

Parcel Two: Map C7A Block 61

**FINANCING STATEMENT
EXHIBIT B**

(Revised 7-17-2014)

All of Debtor's present and future right, title and interest in and to all of the following:

- (1) "Fixtures," which means all property owned by Debtor which is attached to the real property described in Exhibit A ("Land") and/or the improvements located on the Land ("Improvements") ("Property" means the Land and/or the Improvements) so as to constitute a fixture under applicable law, including: machinery, equipment, engines, boilers, incinerators and installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air or light; antennas, cable, wiring and conduits used in connection with radio, television, security, fire prevention or fire detection or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances; light fixtures, awnings, storm windows and storm doors; pictures, screens, blinds, shades, curtains and curtain rods; mirrors; cabinets, paneling, rugs and floor and wall coverings; fences, trees and plants; swimming pools; and exercise equipment.
- (2) "Personalty," which means all of the following:
 - (i) Accounts (including deposit accounts) of Debtor related to the Property; provided, however, that the HUD Reserve shall not be included in the term "Personalty".
 - (ii) Equipment and inventory owned by Debtor, which are used now or in the future in connection with the ownership, management or operation of the Property or are located on the Property, including furniture, furnishings, machinery, building materials, goods, supplies, tools, books, records (whether in written or electronic form) and computer equipment (hardware and software).
 - (iii) Other tangible personal property owned by Debtor which is used now or in the future in connection with the ownership, management or operation of the Property or is located on the Land or in the Improvements, including ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances (other than Fixtures).
 - (iv) Any operating agreements relating to the Land or the Improvements.
 - (v) Any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Land or the Improvements.
 - (vi) All other intangible property, general intangibles and rights relating to the operation of, or used in connection with, the Land or the Improvements, including all governmental permits relating to any activities on the Land and including subsidy or similar payments received from any sources, including a "Governmental Authority" (defined as any board, commission, department, agency or body of any municipal, county, state or federal governmental unit, or any subdivision of any of them, that has or acquires jurisdiction over the Property, or the use, operation or improvement of the Property, or over Debtor).

- (vii) Any rights of Debtor in or under any letter of credit required under the terms of the Multifamily Loan and Security Agreement ("Loan Agreement") evidencing and securing the loan secured by this financing statement ("Loan").
- (3) All current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights of way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses and appurtenances related to or benefiting the Land or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated.
- (4) All proceeds paid or to be paid by any insurer of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Property, whether or not Debtor obtained the insurance pursuant to Secured Party's requirement.
- (5) All awards, payments and other compensation made or to be made by any Governmental Authority with respect to the Land, or if Debtor's interest in the Land is pursuant to a ground lease, the ground lease and the leasehold estate created by such ground lease ("Leasehold Estate"), the Improvements, the Fixtures, the Personalty or any other part of the Property, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Property under the power of eminent domain or otherwise and including any conveyance in lieu of such a taking.
- (6) All contracts, options and other agreements for the sale of the Land, or the Leasehold Estate, as applicable, the Improvements, the Fixtures, the Personalty or any other part of the Property entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations.
- (7) All "Rents," which means all rents (whether from residential or non-residential space), revenues and other income of the Land or the Improvements, parking fees, laundry and vending machine income and fees and charges for food, health care and other services provided at the Property, whether now due, past due or to become due, and deposits forfeited by tenants, and, if Debtor is a cooperative housing corporation or association, maintenance fees, charges or assessments payable by shareholders or residents under proprietary leases or occupancy agreements, whether now due, past due or to become due.
- (8) All "Leases," which means all present and future leases, subleases, licenses, concessions or grants or other possessory interests in force now or after the date this financing statement is recorded or filed, whether oral or written, covering or affecting the Property, or any portion of the Property (including proprietary leases or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions or renewals.
- (9) All earnings, royalties, accounts receivable, issues and profits from the Land, the Improvements or any other part of the Property, and all undisbursed proceeds of the Loan.
- (10) All "Imposition Reserve Deposits," which means all amounts deposited by the Debtor in connection with the Loan for (a) hazard insurance premiums or other insurance premiums required by Secured Party, (b) taxes or payments in lieu of taxes, (c) water and sewer charges that could become a lien on the Property, (d) ground rents, and (e) assessments or other charges that could become a lien on the Property.

- (11) All refunds or rebates of Imposition Reserve Deposits by any Governmental Authority or insurance company (other than refunds applicable to periods before the real property tax year in which this financing statement is recorded or filed).
- (12) All tenant security deposits which have not been forfeited by any tenant under any Lease and any bond or other security in lieu of such deposits.
- (13) All names under or by which the Property or any part of it may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Property (subject to the terms of the Loan Agreement).
- (14) All interest rate cap agreements, interest rate swap agreements and other interest rate hedging contracts and agreements, if any (collectively, "Cap Agreements"), obtained by Debtor (or obtained by Secured Party in the name of Debtor) pursuant to the Loan Documents (as defined in the Loan Agreement) or as a condition to Secured Party's making the loan that is the subject of such Loan Documents, together with all of the following:
 - (i) Any and all moneys (collectively, "Cap Payments") payable from time to time pursuant to any Cap Agreement by the interest rate cap provider or other counterparty to a Cap Agreement, or any guarantor of the obligations of any such cap provider or counterparty ("Cap Provider").
 - (ii) All rights of the Debtor under any Cap Agreement, and all rights of the Debtor to all Cap Payments, including contract rights and general intangibles, existing or arising after the date this financing statement is recorded or filed.
 - (iii) All rights, liens and security interests or guarantees existing or following the date this financing statement is recorded, granted by a Cap Provider or any other person to secure or guaranty payment of any Cap Payment.
 - (iv) All documents, writings, books, files, records and other documents arising from or relating to any of the items listed in items 14(i) through (iii), whether existing now or created after the date this financing statement is recorded or filed.
 - (v) All cash and non-cash proceeds and products of any of the items listed in items 14(i) through (iv).
- (15) Reserved.
- (16) All other assets of Debtor, whether now owned or acquired after the date this financing statement is recorded or filed.
- (17) All proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds.

**RIDER TO FINANCING STATEMENT EXHIBIT B
HOUSING ASSISTANCE PAYMENTS CONTRACT**

(Revised 3-1-2014)

- A. Section 15 of Exhibit B to the Financing Statement is restated as follows:
- (15) All housing assistance payments payable with respect to the Property by the United States Department of Housing and Urban Development or Connecticut Housing Finance Authority.

Secretary of the State of Rhode Island and Providence Plantations
CORPORATIONS DIVISION

September 30, 2014

CAPITAL ONE MULTIFAMILY FINANCE, LLC
7600 WISCONSIN AVENUE, SUITE 800
BETHESDA, MD 20814

Dear Filer:

This serves as notification that our office has received and indexed your filing. Enclosed you will find evidence of your filing with this office. The filing has been assigned FILE NUMBER 201414333540 effective 9/30/2014 12:05:00 PM.

If you have any questions, please contact us.

Sincerely,

A handwritten signature in black ink that reads "Terrance Jackson". The signature is written in a cursive style with a large initial "T".

Terrance Jackson, Manager
Uniform Commercial Code Section