

UCC FINANCING STATEMENT AMENDMENT

220538

2015 OCT 13 PM 4:30

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Joel Schechter 239-649-3128	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Joel Schechter Cummings & Lockwood LLC 3001 Tamiami Trail N., 4th Floor Naples, FL 34103	

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DRAW DOWN

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 201207190412736 filed on 07-19-2012		1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. <input type="checkbox"/>	
2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.			
3. <input type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.			
4. <input type="checkbox"/> ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.			
5. AMENDMENT (PARTY INFORMATION): This Amendment affects <input type="checkbox"/> Debtor <u>or</u> <input type="checkbox"/> Secured Party of record. Check only <u>one</u> of these two boxes. Also check <u>one</u> of the following three boxes <u>and</u> provide appropriate information in items 6 and/or 7. <input type="checkbox"/> CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b. <input type="checkbox"/> ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).			
6. CURRENT RECORD INFORMATION:			
6a. ORGANIZATION'S NAME			
OR	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX
7. CHANGED (NEW) OR ADDED INFORMATION:			
7a. ORGANIZATION'S NAME			
OR	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX
7c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY
7d. <u>SEE INSTRUCTIONS</u> Not Applicable	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION
7g. ORGANIZATIONAL ID #, if any			<input type="checkbox"/> NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☒ restated collateral description, or describe collateral ☐ assigned.

See Exhibit A attached hereto for a restated collateral description.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here <input type="checkbox"/> and enter name of DEBTOR authorizing this Amendment.			
9a. ORGANIZATION'S NAME JPMorgan Chase Bank, N.A.			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA

New York Department of State - UCN 015138605000; FAC ID: 198792790 (Zilberman)

830150-4 KLV

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

FILING NUMBER: 201510130522362

EXHIBIT A TO 20538
FORM UCC-1 FINANCING STATEMENT

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Debtors: DANIEL ZILBERMAN AND STEPHANIE ZILBERMAN
Secured Party: JPMORGAN CHASE BANK, N.A.

This Financing Statement covers the following types (or items) of property of the Debtors, wherever located (the "Collateral"):

All of the Debtors' right, title and interest in, to and under the following:

- (a) any and all of such Debtor's Fund Interests;
- (b) any and all of the security entitlements and other rights, powers, privileges, remedies and interests of such Debtor in, to and under any of the Organizational Documents pertaining to the Fund Interests;
- (c) any and all advances, indebtedness and other amounts (including interest) directly owed to such Debtor by any Fund on account of the Fund Interests (but excluding, in any event, any management fees);
- (d) such Debtor's Collateral Account and any and all cash, securities, financial assets and other investment and other property now or at any time thereafter on deposit therein, credited thereto or payable thereon, and all instruments, documents and other writings evidencing such Debtor's Collateral Account; and
- (e) any and all accounts, instruments, investment property, financial assets, contract rights, warranties, litigation claims and rights, other general intangibles and books and records of such Debtor, in each case arising from or with respect to all or any part of any of the items described in the foregoing clauses (a), (b), (c) or (d).

in each case whether any of the foregoing items is now existing or hereafter acquired or created, whether owned beneficially or of record and whether owned individually, jointly or otherwise, together with the products and proceeds thereof, all payments and other distributions with respect thereto and any and all renewals, substitutions, modifications and extensions of any and all of the foregoing.

As used in this Financing Statement, capitalized terms not otherwise defined shall have the following meanings:

"Collateral Account" means the account maintained by the Debtors at the Secured Party that is set forth as the "Collateral Account" in the Debtors' summary loan agreement, together with any replacement account established and maintained by the Debtors with the Secured Party.

“Fund” shall mean each of the private investment companies managed by affiliates of WP and/or the general partner thereof, where the context so requires, (i) as to which any Debtor has purchased or refinanced the purchase of any Fund Interests with the proceeds of a loan under the credit facility made available by the Secured Party or (ii) otherwise designated by any Debtor as additional collateral that are acceptable to the Secured Party in its reasonable discretion (including each of the entities listed on Schedule 1 hereto).

“Fund Interests” shall mean, as to any Debtor, all of the partnership, membership or other interests of such Debtor in each Fund, whether any of the foregoing items is now existing or hereafter acquired or created, whether owned beneficially or of record and whether owned individually, jointly or otherwise, together with the products and proceeds thereof, all payments and other distributions with respect thereto and any and all renewals, substitutions, modifications and extensions of any and all of the foregoing.

“Organizational Documents” shall mean any and all agreements, certificates, charters, articles, bylaws, and similar documents pertaining to (i) the organization or governance of any of the Fund Interests or (ii) the organization or governance of any issuer of any of the Fund Interests, in each case whether now or hereafter existing and as each has been and hereafter may be supplemented, amended or restated from time to time.

“WP” means Warburg Pincus LLC, a Delaware limited liability company.

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LIST OF FUNDS

Schedule I
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<u>Name of Fund</u>	<u>Jurisdiction of Organization</u>
Warburg Pincus XI Partners, L.P.	Delaware
Warburg Pincus Energy Partners, L.P.	Delaware