

UCC FINANCING STATEMENT AMENDMENT

220541

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**

**CSC 50  
 DRAW DOWN**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #  
**201210100577125 filed on 10-10-2012**

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2.  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.  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.  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  Debtor or  Secured Party of record. Check only one of these two boxes.  
 Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party.  DELETE name: Give record name to be deleted in item 6a or 6b.  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. SEE INSTRUCTIONS Not Applicable	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
--	-----------------------------------	--------------------------	----------------------------------	---------------------------------

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  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 Kagan 010195113000 and Smetana 010194983000; FAC ID: 198843104**

*930150-1Kiv*

FILING NUMBER: 201510130522398

EXHIBIT A TO  
FORM UCC-1 FINANCING STATEMENT

2015 OCT 13 PM 4:30

Debtors: PETER KAGAN AND SUSANNAH SMETANA  
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.

220541

2015 OCT 13 PM 4:30  
Schedule I

**LIST OF FUNDS**

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