

**THE WARBURG PINCUS FOUNDATION
EDUCATIONAL MATCHING GIFT FORM**

SECTION A - To be completed by donor. This form should be forwarded to institution with your gift as well as pages 2 and 3 of this form.

DONOR INFORMATION			
NAME			
HOME ADDRESS	CITY	STATE	ZIP CODE
INSTITUTION			
NAME			
ADDRESS	CITY	STATE	ZIP CODE
GIFT DATA			
GIFT AMOUNT	GIFT DATE	MATCH METHOD	UNRESTRICTED ____ RESTRICTED ____
\$ _____	__/__/__	CASH _____ SECURITIES ____ SHARES OF ____	

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED BY ME AND SET FORTH ABOVE IS CORRECT AND THAT MY GIFT IS AN ELIGIBLE CONTRIBUTION UNDER, AND OTHERWISE FULLY COMPLIES WITH THE TERMS AND CONDITIONS OF THE PROGRAM WHICH ARE SET FORTH ON PAGES 2 AND 3 OF THIS FORM. I FURTHER CERTIFY THAT NEITHER I, ANY MEMBER OF MY FAMILY, ANY INDIVIDUAL DESIGNATED BY ME NOR WARBURG PINCUS LLC HAS RECEIVED OR WILL RECEIVE A BENEFIT OR GIFT AS THE RESULT OF THE GIFT DESCRIBED ABOVE, OR THE FOUNDATION'S MATCHING OF SUCH GIFT.

DONOR'S SIGNATURE

DATE SIGNED

THE DONOR'S SIGNATURE AUTHORIZES THE INSTITUTION TO REPORT THE GIFT TO THE WARBURG PINCUS FOUNDATION FOR A MATCHING GIFT.

SECTION B - To be completed by the institution. Please return this form and 501(c) IRS Ruling to The Warburg Pincus Foundation, 466 Lexington Avenue, New York, NY 10017 – Attention: Timothy J. Curt

_____, CERTIFY THAT THE INFORMATION
NAME AND TITLE OF AUTHORIZED SIGNATURE

SET FORTH BELOW IS CORRECT, THAT SUCH INSTITUTION IS AN ELIGIBLE INSTITUTION AS DEFINED ON PAGE 1 OF THIS FORM, AND THAT, TO THE BEST OF MY KNOWLEDGE THE GIFT MADE BY THE DONOR MEETS THE REQUIREMENTS OF AN ELIGIBLE CONTRIBUTION (AND IS NOT AN INELIGIBLE CONTRIBUTION) UNDER THE TERMS AND CONDITIONS OF THE PROGRAM SET FORTH ON PAGES 2 AND 3 OF THIS FORM. I FURTHER CERTIFY THAT NEITHER THE DONOR, ANY MEMBER OF THE DONOR'S FAMILY, ANY INDIVIDUAL DESIGNATED BY THE DONOR NOR WARBURG PINCUS LLC HAS RECEIVED OR WILL RECEIVE A BENEFIT OR GIFT AS THE RESULT OF THE GIFT DESCRIBED IN SECTION A (ABOVE), OR THE FOUNDATION'S.

SIGNATURE

AMOUNT RECEIVED \$ _____	DATE RECEIVED __/__/__	NAME AND TITLE OF SIGNATORY
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THE WARBURG PINCUS FOUNDATION MATCHING GIFT PROGRAM

PURPOSE

The Warburg Pincus Foundation (the “Foundation”), deeply committed to the support of education, has instituted The Warburg Pincus Foundation Matching Gift Program (the “Program”) to encourage all employees of the Warburg Pincus LLC and its subsidiaries (the “Company”) in the voluntary support of education. The Program will match any eligible gift made by an individual to an approved donee between July 1, 2005 and June 30, 2006 (“eligible period”), subject to the following guidelines:

ELIGIBLE INDIVIDUALS

All employees of the Company.

ELIGIBLE DONEES

Non-profit entities organized and operated exclusively for educational purposes located in the United States and recognized by the Internal Revenue Services as tax-exempt. Determination of a donee’s eligibility will be made by the Foundation.

ELIGIBLE CONTRIBUTIONS

Only gifts which support the primary educational objectives of approved donees, will be matched.

Gifts must be charitable contributions, which are deductible for federal income tax purpose. If the donor, any member of the donor’s family or any individual designated by the donor has received or will receive a benefit or gift as a result of the donor’s contribution or the Foundation’s matching of such contribution, the donor’s gift will not constitute an eligible contribution for purposes of this Program and will not be matched. In addition, matching contributions may not be used to satisfy a pledge by the Company or its employees.

Gifts must be paid, not merely pledged, directly to an approved institution and must be in cash, check, or in marketable securities. The value of the securities, for the purpose of the Program, will be determined by the Foundation and will be quoted market value on the date of the gift or on the last preceding day when such a sale was made.

The *minimum* eligible contribution will be **\$250.00**. The *maximum* amount contributed by an individual within the twelve months ending June 30, 2006 and eligible to be matched is **\$2,500.00**.

INELIGIBLE CONTRIBUTIONS

The Company will not match:

- Spouses gifts

- Bequests

- Payments for tuition, books, or other student fees

- Gifts intended to fulfill a person’s pledges, tithes, or other church or synagogue related financial commitments

- Gifts to professors or educators

Gifts given through a third party or gifts given to a donee as a way of supporting a third party organization (i.e. athletic, religious, or social organization)

Other such payments not made directly to eligible institutions even though such payments produce ultimate financial benefit for the institution.

Any gift which does not meet the requirements of an eligible contribution which are set forth under “Eligible Contributions”.

ADMINISTRATIVE CONDITIONS

The interpretation, application and administration of the provisions of the Program shall be determined by the Foundation. Its decision whether or not match any contribution, for whatever reason, shall be final.

The Foundation may suspend, revoke or terminate the Program at any time with respect to contributions thereafter made. No individual and no eligible institution or fund will acquire any rights against the Foundation by reason of the Foundation’s failure to make a matching contribution, the suspension, change, revocation or termination of the Program, or otherwise.

Additionally, if a contribution matched by the Foundation is at any time determined to have been an eligible contribution, the Foundation reserves the right to audit institutional record and documents pertaining to the Program and to request supporting donor documentation to the extent it deems such be necessary.

HOW IT OPERATES

The attached form will be used for gifts made between July 1, 2005 and June 30, 2006.

The donor should complete Section A of the form and return the entire form, with his or her contribution to the institution. By signing in the space provided at the end of Section A, the donor certifies that such gift complies with the provisions of the Program as set forth herewith, and authorizes the recipient institution to report such gift for a Warburg Pincus Foundation Matching Gift.

An authorized officer of the institution should complete and sign Section B of the form, certifying that the contribution has been received and that to his/her knowledge, the gift complies with the provisions of the Program as set forth above. Thereafter, the form and a copy of the institution’s 501(c) IRS Ruling should be sent to The Warburg Pincus Foundation, attn.: Timothy J. Curt (prior to June 30, 2006).

The Foundation will review the form and authorize payment of matching contributions. Checks will be made payable to and mailed directly to approved institutions.

The Foundation will notify the donor when the matching contribution has been forwarded to the recipient institution.