

# Limited Partnerships Act 1907

# LP6

Statement specifying the nature of a change in the limited partnership and statement of increase in the amount contributed (in cash or otherwise) by limited partners.

(Pursuant to section 9 of the Limited Partnerships Act 1907)

Registration No. LP008257

Name of firm DBG Eastern Europe II L.P.

The changes specified below have been made or have occurred in this limited partnership:

(Please see notes overleaf)

a.	The firm name	Previous Name	New name
	Nil		Nil
b.	General nature of the business	Business previously carried on	Business now carried on
	Nil		Nil
c.	Principal place of business	Previous place of business	New place of business
	Nil		Nil
d.	Change in the partners or the name of a partner (see Note 1)		
	Mitsubishi International GmbH has transferred its interests of EUR5,000,000 to the following two new Limited Partners: ALPHA Russia & CIS Secondary L.P. - EUR 4,000,000 and Arx Asset Management Limited - EUR 1,000,000		
e.	Term or character of the partnership (see Note 2)	Previous term	New term
	16.4		Amendment Agreement - see attached
f.	Change in the sum contributed by a limited partner (see Note 3) (particulars of any increase in capital contributions must be provided at (h)).		
	Nil		
g.	Change in the liability of any partner by reason of his becoming a limited instead of a general partner or vice versa.		
	Nil		

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h. Statement of increase in capital contributions		
Name of Limited Partners	Increase or additional sum now contributed (if otherwise than in cash, that fact, with particulars, must be stated)	Total amount contributed (if otherwise than in cash, that fact, with particulars, must be stated)
Nil		

Signature of firm 

FOR AND ON BEHALF OF  
JTC (JERSEY) LIMITED AS

Presented by: COMPANY SECRETARY OF  
NRX EQUITY PARTNERS LIMITED  
ACTING AS MANAGING GENERAL

Presenter's reference:

**NOTES** PARTNER TO DRG EASTERN EUROPE II LP.

- Changes brought about by death, by transfer of interests, by increase in the number of partners, or by change of name of any partner, must be notified here.
- If there is, or was, no definite term, then state against 'previous term' the conditions under which the partnership was constituted and against any 'new term' the conditions under which it is now constituted.
- Any variation in the sum contributed by any limited partner must be stated at f. A statement of any increase in the amount of the partnership capital, whether arising from increase of contributions, or from introduction of fresh partners must also be stated at h. above.
- Each change must be entered in the proper section a., b., c., d., e., f., g., or h., as the case may be. Provision is made in this form for notifying all the changes required by the Act to be notified, but it will frequently happen that only one item of change has to be notified. In any such case, the word 'Nil' should be inserted in the other sections.
- The statement must be signed at the end by the firm, and sent by post or delivered to the Registrar of Companies for registration within seven days of the changes taking place.

ENCLOSURE 1

**AMENDMENT AGREEMENT**

**to the**

**AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT**

**of**

**DBG EASTERN EUROPE II L.P.**

**between**

**ARX EQUITY PARTNERS LIMITED**

**and**

**DBG ASSET MANAGEMENT LIMITED**

**and**

**DEUTSCHE BETEILIGUNGSGESELLSCHAFT MBH**

**and**

**EACH OF THE LIMITED PARTNERS IN SCHEDULE 1**

THIS AMENDMENT AGREEMENT TO THE AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT OF DBG EASTERN EUROPE II L.P. (the "Agreement") is dated as of 21 day of May 2012, by and between:

- (1) **ARX EQUITY PARTNERS LIMITED (formerly DBG Eastern Europe Management Limited)** whose registered office is in Jersey as Managing General Partner ("Managing General Partner");
- (2) **DBG ASSET MANAGEMENT LIMITED** whose registered office is in Jersey as Investment General Partner;
- (3) **DEUTSCHE BETEILIGUNGSGESELLSCHAFT MBH (formerly DBG Auslands-Holding GmbH)** whose registered office is in Frankfurt am Main as founder limited partner; and
- (4) Each of the other limited partners listed in Schedule 1 hereto.

The parties under (1) through (4) are hereinafter sometimes collectively referred to as the "Parties" and individually as a "Party".

**WHEREAS:**

- A) On 21 January 2003 the Parties entered into the Amended and Restated Limited Partnership Agreement of DBG Eastern Europe II L.P. (the "LPA");
- B) The Managing General Partner has proposed amendments to the provisions relating to the appointment of Investment Committee members; and
- C) Capitalised terms used but not defined herein shall have the meaning ascribed to them in the LPA,

NOW THEREFORE, the Parties hereby agree to amend the LPA.

**Article 1**

- 1.1 Clause 1.5 of the LPA shall be amended to read as follows:

"Commencement and Duration.

*The Partners shall be partners in the Partnership as from the date of this Agreement or, if later, the date of their admission to the Partnership. Subject to the provisions of clause 13, the Partnership shall continue until the expiry of ten years from the First Closing Date."*

- 1.2 add the following proviso after clause 8.2(b)(ii):

*"provided, that for the period after the expiry of nine years from the First Closing Date, no Management Fee shall be payable over any Drawn Down Loans drawn down to make the investment in Stephon Holdings Limited to the extent Stephon Holdings Limited applies such Drawn Down Loans drawn down to invest in Kakadu Sp. z.o.o."*

1.3 Clause 13.2 of the LPA shall be amended to read as follows:

*"Extension of Life of the Partnership"*

*The life of the Partnership may be extended by the Managing General Partner, by up to one additional one-year period if (a) such extension, in the opinion of the Managing General Partner, is deemed advisable for the proper liquidation of the Partnership, (b) the Investors, by Investors' Special Consent, consent to such extension, and (c) the foregoing consent by the Investors is obtained before 31 December 2012. Any such election shall be without prejudice to the earlier termination of the Partnership for a reason specified in clause 13.1.",*

**Article 2**

All other provisions of the LPA remain valid and unchanged.

**Article 3**

Each of the Limited Partners hereby waives any rights it has in respect of any breach of the LPA by the Managing General Partner and/or the Investment General Partner which may be construed as arising out of (a) their failure to seek Investors' Special Consent to extension of the life of the Partnership prior to the termination date in accordance with 13.2 of the LPA (the "**Termination Date**"), (b) their failure to dissolve the Partnership on the Termination Date, (c) their continuing to conduct the business of the Partnership after the Termination Date in the absence of an Investors' Special Consent to extension of the life of the Partnership in accordance with 13.2 of the LPA.

**Article 4**

The Parties agree that the Partnership shall be deemed to have continued uninterrupted from 24 January 2012 through the date of this Agreement.

**Article 5**

This Agreement shall be effective as of the Termination Date.

The provisions of clause 16 of the LPA shall apply *mutatis mutandis* to this Agreement.

**IN WITNESS** whereof this Agreement has been duly executed and delivered AS A DEED by the Parties hereto, on the day and year first above written, in counterparts (each of which shall be deemed to be an original thereof).

*[Signatures on the following pages]*

**ARX EQUITY PARTNERS LIMITED**

\_\_\_\_\_  
By:  
Title:

**DBG ASSET MANAGEMENT LIMITED**

\_\_\_\_\_  
By:  
Title:

**DEUTSCHE BETEILIGUNGSGESELLSCHAFT MBH**

\_\_\_\_\_  
By:  
Title:

**DB INDUSTRIAL HOLDINGS AG**

\_\_\_\_\_  
By:  
Title:

\_\_\_\_\_  
By:  
Title:

**DEG - DEUTSCHE INVESTITIONS- UND  
ENTWICKLUNGSGESELLSCHAFT MBH**

\_\_\_\_\_  
By:  
Title:

\_\_\_\_\_  
By:  
Title:

**THE EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT**

\_\_\_\_\_  
By:  
Title:

**MITSUBISHI INTERNATIONAL GMBH**

\_\_\_\_\_  
By:  
Title:

**ASLAN INVESTMENT KFT**

\_\_\_\_\_  
By:  
Title:

**CMS HOLDINGS LIMITED**

\_\_\_\_\_  
By:  
Title:

**KARVELEN LIMITED**

\_\_\_\_\_  
By:  
Title:

**WARDROP CAPITAL LIMITED**

\_\_\_\_\_  
By:  
Title:

**SCHEDULE 1**  
**LIMITED PARTNERS**

1. DB Industrial Holdings AG
2. DEG - Deutsche Investitions- und Entwicklungsgesellschaft mbH
3. The European Bank for Reconstruction and Development
4. Mitsubishi International GmbH
5. Anamaco Investments Limited
6. CMS Holdings Limited
7. Karvelen Limited
8. Wardrop Capital Limited