

Neither the admission of Limited Partners nor the retirement, bankruptcy, death, dissolution, or insanity of any Limited Partner will dissolve the Partnership.

#### **Assignability of Limited Partnership Interests**

Neither the interest of any Limited Partner in the Partnership nor any beneficial interest therein is assignable, in whole or in part, without the prior written consent of the General Partner.

#### **Reports to Partners**

The Partners may receive periodic information concerning performance and other material portfolio developments of the Partnership at the discretion of the General Partner. The books and records of the Partnership will be audited at the end of each fiscal year by a firm of certified public accountants selected by the General Partner, and the Partners will be furnished with audited year-end financial statements including a statement of profit or loss for such fiscal year. It is noted that the Partnership's financial statements will be prepared using generally accepted accounting principles as a guideline, unless otherwise deemed appropriate at the sole discretion of the General Partner. The Partnership's independent public accountants are RSM US LLP. The General Partner reserves the right, at its sole discretion, to change independent public accountants without prior notice to the Limited Partners.

#### **Fiscal Year and Fiscal Periods**

The Partnership has adopted a fiscal year ending on December 31. Since Limited Partners may be admitted or required to retire and additional capital contributions or withdrawals may be made during the course of a fiscal year, the Partnership Agreement provides for fiscal periods, which are portions of a fiscal year, for the purpose of allocating net profits and net losses due to changes occurring in capital accounts at such times.

#### **16. ANTI-MONEY LAUNDERING PROCEDURES**

In order to comply with United States and international laws aimed at the prevention of money laundering and terrorist financing, each prospective Limited Partner that is an individual will be required to represent in the Subscription Agreement that, among other things, he is not, nor is any person or entity controlling, controlled by or under common control with the prospective investor, a "Prohibited Person" as defined in the Subscription Agreement (generally, a person involved in money laundering or terrorist activities, including those persons or entities that are included on any relevant lists maintained by the U.S. Treasury Department's Office of Foreign Assets Control, any senior foreign political figures, their immediate family members and close associates, and any foreign shell bank). Further, each prospective Limited Partner which is an entity will be required to represent in the Subscription Agreement that, among other things, (i) it has carried out thorough due diligence to establish the identities of its beneficial owners, (ii) it reasonably believes that no beneficial owner is a "Prohibited Person," (iii) it holds the evidence of such identities and status and will maintain such information for at least five years from the date of its complete redemption from the Partnership, and (iv) it will make such information available to the Partnership upon request.

The General Partner reserves the right to request such further information as it considers necessary to verify the identity of a prospective Limited Partner. In the event of delay or failure by the prospective Limited Partner to produce any information required for verification purposes, the General Partner may refuse to accept a capital contribution until proper information has been provided, and any funds received will be returned without interest to the account from which such funds were originally debited.

**ALKEON GROWTH PW PARTNERS, LP**

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