

Partnership will not hold "plan assets" subject to Title I of ERISA or Section 4975 of the Code (i.e., less than 25% of each class of the Partnership's equity interests will be held by Benefit Plan Investors) or any other law or regulation specifically applicable to governmental, church or non-U.S. plans ("Similar Law"). Accordingly, the New Limited Partner acknowledges that the Partnership and Alkeon Growth Master Fund, Ltd. (the "Master Fund") have the authority to require the withdrawal of all or some of the limited partnership interest held by any Benefit Plan Investor or other plan investor if the continued holding of such partnership interest could result in the Partnership or the Master Fund being subject to Title I of ERISA, Section 4975 of the Code or Similar Law. Further, the New Limited Partner and the person executing this Agreement or the Additional Representation represent and warrant to the Partnership and the General Partner that:

(a) With respect to the investment in the Partnership and thereby in the Master Fund, it has been determined that the purchase of the limited partnership interest is consistent with the fiduciary responsibilities under applicable law, including ERISA, the Code and Similar Law, and that (i) the investment in the Partnership is prudent, (ii) the structure, operation and incentives of the fee arrangements have been adequately disclosed, (iii) the calculation of the value of a capital account as described in the Partnership Agreement represents the fair market value of the limited partnership interest; (iv) the New Limited Partner's current and anticipated liquidity needs will be met, given the limited rights to withdraw or transfer the limited partnership interest, (v) the investment will permit the New Limited Partner's overall portfolio to remain adequately diversified, and (vi) the investment and investment program described in the Memorandum are permitted under the laws, rules and documents governing the New Limited Partner;

(b) The persons executing this Agreement or the Additional Representation (i) are solely responsible for the decision to invest in the Partnership, (ii) in making the decision to invest in the Partnership, have not relied on any advice or recommendation of the Partnership, the General Partner, any placement agent associated with the Partnership, or any of their affiliates and (iii) are qualified and authorized to make such investment decision and, to the extent deemed necessary, have consulted their own investment advisors and legal counsel regarding the investment in the Partnership; and

(c) If the New Limited Partner is, or is investing the assets of, a plan maintained by a governmental entity, a church or a non-U.S. company, its investment will not subject the Partnership's or the Master Fund's assets to any Similar Law.

TENTH: If the New Limited Partner is a pension plan, IRA or other tax-exempt entity, it is aware that it may be subject to Federal income tax on any unrelated business taxable income from its investment in the Partnership.

ELEVENTH: The New Limited Partner has carefully reviewed the provisions in the Memorandum under the heading "Expenses" and specifically acknowledges that the Partnership (and indirectly the New Limited Partner) may, in some circumstances, be paying for expenses benefiting other feeder funds in the Master Fund. In addition, the New Limited Partner has carefully reviewed the provisions in the Memorandum under the heading "Brokerage and Custody" relating to the brokerage and "soft dollar" or commission arrangements of the Partnership and specifically consents to the Partnership engaging in such arrangements.

TWELFTH: The New Limited Partner has carefully reviewed the provisions in the Memorandum under the heading "Risk Factors - No Separate Counsel; No Responsibility or Independent Verification" and specifically acknowledges that Seward & Kissel LLP is not responsible for any acts or omissions of the Partnership, the General Partner, the Investment Manager or any administrator, accountant, custodian/prime broker or other service provider to the Partnership, the General Partner or the Investment Manager.

THIRTEENTH: The New Limited Partner agrees that all or any funds payable to the New Limited Partner (including withdrawal proceeds) may be wire transferred to the same account from which the New Limited Partner's investment in the Partnership was originally remitted, in accordance with the following instructions, unless the Administrator, in its sole discretion, agrees otherwise.