

officers, members, employees or affiliates may act as general partner, investment adviser or investment manager for others, may manage funds or capital for others, may have, make and maintain investments in its own name or through other entities, and may serve as an officer, director, consultant, partner or stockholder of one or more investment funds, partnerships, securities firms or advisory firms. It is recognized that in effecting transactions, it may not always be possible or consistent with the investment objectives of the various persons or entities described above and of the Partnership to take or liquidate the same investment positions at the same time or at the same prices.

Section 3.02 Powers of the General Partner. The General Partner shall have the following powers on behalf of the Partnership to be exercised in accordance with Section 3.01:

- (a) To purchase, hold, sell and otherwise deal in securities and financial instruments of any sort and rights therein, on margin or otherwise;
- (b) To sell short securities of any sort and rights therein, on margin or otherwise, and to cover such short sales;
- (c) To write, purchase, hold, sell and otherwise deal in put and call options of any sort and in any combination thereof;
- (d) To purchase, hold, sell and otherwise deal in commodities, commodity contracts, commodity futures, financial futures (including index futures) and options in respect thereof (but the General Partner will not do so until, to the extent required, it has registered with the Commodity Futures Trading Commission);
- (e) To purchase, hold, sell and otherwise deal in currencies, options thereon and rights therein, including forward foreign currency exchange contracts;
- (f) To purchase, hold, sell and otherwise deal in swap contracts or any other financial instruments which exist now or are hereafter created;
- (g) To conduct margin accounts with brokers;
- (h) To open, maintain and close bank accounts and draw checks or other orders for the payment of moneys;
- (i) To pledge securities for loans, and, in connection with any such pledge, to effect borrowings from brokers, banks and other financial institutions;
- (j) To invest the assets of the Partnership in other investment vehicles, including Alkeon Growth Master Fund, Ltd. (the "Master Fund");
- (k) To retain Alkeon Capital Management, LLC as investment manager (the "Investment Manager") for the Partnership;
- (l) To invest up to 20% of the assets of the Partnership in other investment companies including other funds managed by the Investment Manager or an affiliate of the Investment Manager or managed accounts (i.e., the General Partner may retain investment advisers to make investment decisions for the Partnership on a discretionary or non-discretionary basis);
- (m) To enter into, make and perform any other contracts, agreements or other undertakings they may deem advisable in conducting the business of the Partnership, including but not limited to contracts, agreements or other undertakings with persons, firms or corporations with which the General Partner or any other Partner is affiliated; and