

(* applicable to entities with multiple classes, one of which exceeds the 25% threshold for Benefit Plan Investors and to U.S. insurance company general accounts)

4. a group trust, a bank common or collective trust or an insurance company separate account.

The New Limited Partner agrees (i) to notify Alkeon Capital Advisers, LLC (the "General Partner") not less than 30 days prior to this representation (or any part thereof) no longer being true or being likely to become untrue and (ii) to provide the General Partner upon request such information as may be required to confirm and/or refine the representations provided above.

FOURTH: The New Limited Partner further represents, warrants, acknowledges and agrees that:

(a) The New Limited Partner is entering into this Agreement relying solely on the facts, terms and disclosures set forth in this Agreement, the Memorandum, and the Partnership Agreement, he or she has received copies of all such documents and the General Partner has not made any representations of any kind or nature to induce the New Limited Partner to enter into this Agreement except as specifically set forth in such documents;

(b) The New Limited Partner has made an investigation of the pertinent facts relating to the operation of the Partnership and has reviewed the terms of the Partnership Agreement to the extent that he or she deems necessary in order to be fully informed with respect thereto;

(c) The New Limited Partner (i) has such knowledge, expertise and experience in financial and business matters to evaluate the risks of investing in the Partnership, (ii) is aware of the risks inherent in investing in the securities and the methods by which the assets of the Partnership are held and/or traded, and (iii) is able to bear the economic risk of a complete loss of his or her investment in the Partnership;

(d) If the interests purchased under this Agreement are being acquired by the New Limited Partner as trustee, custodian, agent, representative or nominee for another person or entity, the New Limited Partner understands and acknowledges that the representations, warranties and agreements made in this Agreement are being made with respect to both him or her and such beneficial owner, and

(1) The New Limited Partner will be acquiring the Partnership interest for investment, for his or her own account and not for the interest of any other person and not for distribution or resale to others, and he or she will not permit any other person to acquire a beneficial interest in the Partnership interest (including, without limitation, by pledge, option, swap or nominee or similar relationship or, if he or she is acquiring the interests as nominee or custodian for another person or entity (the "Underlying Owner"), will not permit the Underlying Owner to permit any other person to acquire a beneficial interest in the Partnership interest) without the consent of the General Partner. He or she understands that the Partnership interests have not been registered under the Securities Act, and he or she agrees that his or her interest in the Partnership may not be sold, transferred, or otherwise disposed of except pursuant to an exemption from registration under the Securities Act. He or she will not assign his or her interest in the Partnership or any beneficial interest therein, in whole or in part, to any other person, nor will he or she be entitled to substitute for himself or herself as a limited partner any other person, except with the written consent of the General Partner in its sole discretion; and