

AGP LP 519 Alpha Group Capital Paul Barrett

LIMITED PARTNERSHIP AGREEMENT

of

ALKEON GROWTH PW PARTNERS, LP

(amended and restated as of June 1, 2016)

AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP (the

"Agreement") dated as of June 1, 2016 by and among ALKEON CAPITAL ADVISERS, LLC, as general

partner (the "General Partner") and all the parties who sign copies of this Agreement to become limited

partners (the "Limited Partners").

(The General Partner and the persons who sign as Limited Partners are sometimes collectively referred to as the "Partners.")

ARTICLE I

General Provisions

Section 1.01 Formation. The parties hereto formed Alkeon Growth PW Partners, LP as

a limited partnership (the "Partnership") pursuant to the provisions of the Delaware Revised Uniform

Limited Partnership Act (the "Act"). The existence of the Partnership commenced upon the filing with the

Secretary of State of the State of Delaware of a Certificate of Limited Partnership in accordance with the

provisions of the Act.

Section 1.02 Partnership Name. The name of the Partnership is Alkeon Growth PW

Partners, LP.

Section 1.03 Purpose. The purpose of the Partnership is to serve as a fund through

which the assets of its Partners are utilized to invest, hold and trade in securities and other financial

instruments and rights and options relating thereto.

Section 1.04 Registered Office and Agent for Service of Process. The registered office

of the Partnership shall be at 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808 and the

registered agent for service of process shall be the Corporation Service Company.

Section 1.05 Place of Business. The principal place of business of the Partnership shall

be at 350 Madison Avenue, New York, New York 10017 or at such place as the General Partner shall

determine from time to time.

Section 1.06 Fiscal Year and Fiscal Periods. The fiscal year of the Partnership shall end

on December 31 of each year, subject to change by the General Partner from time to time. A new fiscal

period ("Fiscal Period") shall commence on the first day of each fiscal year, on each date of any capital

contribution to the Partnership and on each date next following the date of any withdrawal of capital or

retirement from the Partnership, and the prior Fiscal Period shall end on the date immediately preceding such date of commencement of a new Fiscal Period.

Section 1.07 Liability of the Limited Partners. Except as expressly provided in the Act, the Limited Partners shall not be liable for any liabilities, or for the payment of any debts and obligations, of the Partnership.

Section 1.08 Assignability of Limited Partnership Interest. The limited partnership interest of a Limited Partner in the Partnership or any beneficial interest therein may not be assigned, in whole or in part, except with the consent thereto of the General Partner given in its sole discretion. Upon

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such an assignment of a limited partnership interest, the assignee shall become a Limited Partner upon the execution of such agreements and other documents as shall be required by the General Partner.

ARTICLE II

Admissions

Section 2.01 Admission of Partners. With the consent of the General Partner, additional Limited Partners may be admitted to the Partnership on a monthly basis or on any other date selected by the General Partner. Additional or substitute general partners who are affiliates of the General Partner may be admitted, in the sole discretion of the General Partner; provided however, that the General Partner shall give not less than 30 days' written notice to all Limited Partners of the proposed admission of any such additional or substitute general partner. In connection with the admission of a Partner to the Partnership, such Partner shall, in advance of such admission and as a condition thereto, sign a copy of this Agreement or a supplement hereto pursuant to which he agrees to be bound by the terms of this Agreement.

Section 2.02 Series of Limited Partnership Interests.

(a) There are currently four series of limited partnership interests, "Series One Interests," "Series Two Interests," "Series Three Interests" and "Series Four Interests." Each "Series" shall have identical rights except for different "Management Fees" in accordance with Section 4.03 and different withdrawal rights in accordance with Section 8.02. Limited Partner will be required to designate whether the particular contribution is for a Series One, Series Two, Series Three or Series Four limited partnership interest and such designation shall be irrevocable and effective upon consent thereto by the General Partner in its sole discretion as evidenced by the General Partner executing the Partnership's Subscription Agreement or in such other manner as the General Partner shall determine. Series Three Interests were offered only to investors who entered into agreements with their brokerage firm pursuant to which the brokerage firm receives a fee directly from such investors at an annual rate of at least 0.75% with respect to their investment in the Partnership. Series Four Interests will only be offered to Limited Partners who invest in the Partnership through a fee-based advisory program sponsored by a registered broker-dealer (also known as a "wrap fee")

program) or registered investment adviser and where the broker-dealer's registered representative or the registered investment adviser, as applicable recommends their investment in the Partnership.

ARTICLE III

Management of the Partnership

Section 3.01 Management of the Partnership. The Partnership shall be managed by the

General Partner, which shall have the sole discretion of making investments on behalf of the Partnership

and of exercising the powers set forth in Section 3.02. The General Partner may appoint such agents of

the Partnership as it deems necessary who shall hold such offices and shall exercise such powers of the

General Partner in the management of the Partnership and perform such duties in connection therewith

as shall be determined from time to time by the General Partner. The General Partner shall devote so

much of its time and efforts to the affairs of the Partnership as may, in its judgment, be necessary to

accomplish the purposes of the Partnership. Nothing herein contained shall prevent the General Partner,

the Investment Manager (as defined below) or any of their respective officers, members, employees or

affiliates or any other Partner from conducting any other business, including any business within the

securities industry whether or not such business is in competition with the Partnership.

Without limiting

the generality of the foregoing, each of the General Partner, the Investment Manager and their respective

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The Partnership may issue other

series of limited partnership interests with different fee and/or withdrawal terms in the future.

(b) At the time of any capital contribution by a Limited Partner to the Partnership, such

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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

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(n) To act for the Partnership in all other matters.

Section 3.03 Limitation of Liability; Indemnification.

(a) The General Partner, the Investment Manager and their respective members, officers, employees and affiliates, and any person or persons designated pursuant to Section

9.02 of this Agreement, shall not be liable for any loss (including losses due to trade errors

caused by such persons) or cost arising out of, or in connection with, any act or activity

undertaken (or omitted to be undertaken) in fulfillment of any obligation or responsibility under this

Agreement, including any such loss sustained by reason of any investment or the sale or

retention of any security or other asset of the Partnership, except that any person exculpated

from liability under this Section shall not be exculpated from any liability arising from losses

caused by his, her or its gross negligence, willful misconduct or violation of applicable laws.

(b) The General Partner, the Investment Manager, their respective members, officers,

employees and affiliates and each person designated pursuant to Section 9.02 (each an

"Indemnitee") shall be indemnified and held harmless by the Partnership to the fullest extent

legally permissible under and by virtue of the laws of the State of Delaware, as amended from

time to time, from and against any and all loss, liability and expense (including without limitation

judgments, fines, amounts paid or to be paid in settlement and reasonable attorney's fees)

incurred or suffered by the Indemnitee in connection with the good faith performance by the

Indemnitee of his, her or its responsibilities to the Partnership; provided, however, that an

Indemnitee shall not be indemnified for losses resulting from his, her or its own gross negligence,

willful misconduct or violation of applicable laws. The Partnership shall, in the discretion of the

General Partner, advance amounts and/or pay expenses as incurred in connection with the

indemnification obligation herein. In the event this indemnification obligation shall be deemed to

be unenforceable, whether in whole or in part, such unenforceable portion shall be stricken or

modified so as to give effect to this paragraph to the fullest extent permitted by law.

The

indemnification provided in this Section shall in no event cause any Limited Partner to incur any

liability beyond the limited liability provided in Section 1.07.

(c) Notwithstanding anything to the contrary in this Section 3.03, nothing contained in this Agreement shall constitute a waiver by the Limited Partner of any of its legal rights under applicable law, including, without limitation, state or federal securities laws.

ARTICLE IV

Expenses of Partnership; Organizational Expenses; Management Fee
Section 4.01 Expenses of the Partnership.

(a) The Investment Manager is authorized to incur and pay in the name and on behalf of the Partnership all expenses that it deems necessary or advisable. The Partnership will generally bear (or the Master Fund will bear and allocate to the Partnership) its own expenses including, but not limited to, legal, audit and accounting fees, the Management Fee (as defined in Section 4.03), the fees paid to the administrator and other professional expenses (including the expenses of private consultants), administration expenses, Partnership-related insurance costs (including a portion of D&O and E&O insurance for the General Partner and the Investment Manager), research expenses and investment expenses such as commissions, interest on margin accounts and other indebtedness, custodial fees, bank service fees and other reasonable expenses related to the purchase, sale or transmittal of Partnership assets as shall be determined by the Investment Manager in its sole discretion.

(b) The Partnership invests substantially all of its assets through a "master-feeder" fund structure in the Master Fund. Generally, the Master Fund will pay all of its own expenses (the "Master Fund Expenses"). Each investment vehicle, including the Partnership, that invests in the Master Fund will

AGP LP 519 Alpha Group Capital Paul Barrett indirectly bear its pro rata share of the Master Fund Expenses. It is anticipated that all expenses will be incurred at the Master Fund level (including the operating expenses of each feeder fund); provided, however, that the management fee and incentive allocation paid to the General Partner or Investment Manager will be incurred at the feeder fund level. The Investment Manager, in its sole discretion, may pay or reimburse the Partnership for all or any portion of the Partnership's expenses or the Master Fund Expenses.

Section 4.02 Organizational Expenses. The organizational expenses of the Partnership

(including expenses of the initial offer and sale of limited partnership interests) were borne by the General Partner or an affiliate.

Section 4.03 Management Fee. The Investment Manager will receive a monthly management fee (the "Management Fee") computed at an annual rate of (i) 2.0% of each Limited

Partner's Capital Account (as defined in Section 5.01) with respect to Series One Interests, (ii) 1.5% of each Limited Partner's capital account with respect to Series Two Interests, (iii) 1.25% of each Limited Partner's Capital Account with respect to Series Three Interests (iv) 1.25%

of each Limited Partner's Capital Account with respect to Series Four Interests. The Management Fee shall generally be paid within 45

days after the first day of each month based on the value of each Limited Partner's Capital Account as of

the first day of such month. The Management Fee shall be prorated for periods less than a full month. If

an additional contribution is made to the Partnership during a month, the Management Fee will be

prorated and charged at the time of such contribution. The Investment Manager, in its sole discretion,

may, in effect, waive or reduce the management fee for Limited Partners that are principals, employees or affiliates of the Investment Manager or relatives of such persons and for certain large or strategic investors.

ARTICLE V

Capital Accounts and Capital Contributions

Section 5.01 Capital Accounts. A Partner's "Capital Account" as of a particular date shall

consist of the following:

(a) an amount equal to his original capital contribution;

(b) the additions, if any, to such account by reason of capital contributions made on or

before such date; and

(c) the adjustments, if any, to such account in accordance with the

provisions of Sections

4.03, 5.03 and 11.01 and Article VI.

Section 5.02 Capital Contributions. Contributions to the capital of the Partnership by

Limited Partners shall be made in cash only, unless the General Partner, in its sole and absolute discretion, determines to accept contributions in kind.

Section 5.03 Certain Adjustments to Capital Accounts. The amount of withdrawals, if

any, made by a Partner shall be deducted from such Partner's Capital Account as of the date of such withdrawal.

Section 5.04 Additional Contributions to Capital. A Partner may, with the consent of the

General Partner, make additional contributions to the capital of the Partnership on a monthly basis and on any other date selected by the General Partner.

Section 5.05 Multiple Capital Accounts. In order to track the fee and withdrawal terms

for each series of interests, Limited Partners who invest in more than one series will have a separate

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capital account for each series. As such, a Limited Partner who invests in
multiple series may have up to
four capital accounts.

ARTICLE VI

Allocation of Net Profits and Net Losses;
Determination of Net Profits and Net Losses;
New Issues; Prior Fiscal Period Items

Section 6.01 Allocation of Net Profits and Net Losses.

(a) Except as otherwise provided in Section 6.03 regarding the treatment of
"New

Issues" (as hereinafter defined), any Net Profits or Net Losses (as defined
in Section 6.02) during
any Fiscal Period shall be allocated as of the end of such Fiscal Period to
the Capital Accounts of
all the Partners in the proportions which each Partner's Capital Account as
of the beginning of
such Fiscal Period bore to the sum of the Capital Accounts of all the
Partners as of the beginning
of such Fiscal Period.

(b) If in any Fiscal Year ("Current Year") the Net Profits allocated to a
Capital Account

pursuant to Section 6.01(a) and Section 6.03 exceed the Net Losses so
allocated to such Capital

Account for the Current Year, there shall be reallocated to the General
Partner as of the end of

the Current Year an amount equal to 20% of the Net Profits so allocated to
such Capital Account

for such year; provided, however, that no amount will be reallocated from
such Capital Account to

the General Partner for that year until the Net Profits for the year exceed
such Capital Account's
loss carryforward amount.

The loss carryforward amount for a particular Capital Account

applicable to the Current Year shall be the sum of all prior year Net Losses
allocated to the

Capital Account and not subsequently offset by prior year Net Profits;
provided that the loss

carryforward amount shall be reduced proportionately to reflect any
withdrawals made from such

Capital Account. For the avoidance of doubt, in the event that a Limited
Partner holds more than

one series of interests, the reallocation described in this Section 6.01(b)
will be calculated

separately for each series.

The total amount so reallocated pursuant to this Section 6.01(b) shall be
credited as of

the end of the year to the Capital Account of the General Partner. The
General Partner, in its

sole discretion, may waive or reduce this reallocation with regard to
Limited Partners that are

employees or affiliates of the General Partner, relatives of such persons, and for certain large or strategic investors.

(c) In the event that a Limited Partner withdraws capital or is required to retire at any time other than the end of a fiscal year, the reallocation provided for in Section 6.01(b) shall be made with respect to such Partner's Capital Account (with respect to the withdrawn amount) as though the date of such Partner's withdrawal or retirement was the last day of a fiscal year.

Section 6.02 Determination of Net Profits and Net Losses. "Net Profits" or "Net Losses"

of the Partnership for a Fiscal Period shall be determined by the General Partner on the accrual basis of accounting using generally accepted accounting principles as a guideline, unless otherwise deemed

appropriate by the General Partner in its sole discretion, and further in accordance with the following:

with respect to all securities positions.

(a) Net Profits and Net Losses shall include realized and unrealized profits and losses

In computing such realized and unrealized profits and losses, profit and loss shall mean for each position held in a security during any Fiscal Period, the realized or unrealized appreciation or realized or unrealized depreciation, as the case may be, with respect to such position, determined by comparing the net proceeds from the closing of such position or the market value of such position at the end of such Fiscal Period with (i) the cost of such position, if established during such Fiscal Period, or (ii), if such position were established

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during a prior Fiscal Period, the market value of such position at the end
of the last preceding
Fiscal Period.

(b) (i) The market value of positions in securities shall be as follows:
domestic
exchange traded and NASDAQ listed equity securities (other than options)
will be valued at their
last sale prices as reported on the exchanges where those securities are
traded. If no sales of
those securities are reported on a particular day, the securities will be
valued based upon their
last bid prices for securities held long, or their last ask prices for
securities held short, as reported
by those exchanges. Securities traded on a foreign securities exchange will
be valued at their
last sale prices on the exchange where the securities are primarily traded,
or in the absence of a
reported sale on a particular day, at their bid prices (in the case of
securities held long) or ask
prices (in the case of securities held short) as reported by that exchange.
Other securities for
which market quotations are readily available will be valued at their bid
prices (or ask prices in the
case of securities held short) as obtained from one or more dealers making
markets for those
securities. If market quotations are not readily available, securities and
other assets will be
valued at fair value as determined in good faith by, or under the
supervision of, the Investment
Manager.

(ii) Debt securities (other than convertible debt securities) will be valued
in accordance with the procedures described above, which with respect to
these
securities may include the use of valuation furnished by a pricing service
which employs
a matrix to determine valuations for normal institutional size trading units.
The
Investment Manager will periodically monitor the reasonableness of
valuations provided
by the pricing service. Such debt securities with remaining maturities of 60
days or less
will, absent unusual circumstances, be valued at amortized cost, so long as
this method
of valuation is determined by the Investment Manager to represent fair value.
(iii) If in the view of the Investment Manager, the bid price of a listed
option or debt security (or ask price in the case of any such security held
short) does not
fairly reflect the market value of the security, the Investment Manager may
request a
valuation committee comprised of two dealers to instead value the security

at fair value.

In any such situation, the valuation committee will consider the recommendation of the Investment Manager, and, if it determines in good faith that an override of the value assigned to the security under the procedures described above is warranted, will value the security at fair value as determined by the valuation committee in good faith.

(iv) All assets and liabilities initially expressed in foreign currencies will

Trading in foreign securities generally is be converted into U.S. dollars using foreign exchange rates provided by a pricing service compiled as of 4:00 p.m. London time. completed, and the values of foreign securities are determined, prior to the close of securities markets in the U.S. Foreign exchange rates are also determined prior to such close. On occasion, the values of foreign securities and exchange rates may be affected by events occurring between the time as of which determination of values or exchange rates are made and the time as of which the net asset value of the Partnership is determined.

When an event materially affects the value of securities held by the Partnership or its liabilities, such securities and liabilities may be valued at fair value as determined in good faith by, or under the supervision of, the Investment Manager.

(v) Notwithstanding the foregoing, if in the reasonable judgment of the General Partner, in its sole discretion, the price for any security held by the Partnership determined in accordance with the above procedures does not accurately reflect the value of such security, the General Partner may value such security at a price which is greater or less than the price determined in accordance with the above procedures for such security.

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(vi) The value of the Partnership's interest in the Master Fund will be valued based on the latest financial statements or interim net asset value report of the Master Fund.

(vii) All other assets and liabilities of the Partnership will be valued in the manner determined by the Investment Manager to reflect their fair market value.

(c) There shall be deducted in computing Net Profits and Net Losses, estimated expenses for legal and audit services and all other expenses, if any, in respect of the particular Fiscal Period (whether performed therein or to be performed thereafter), and such reserves for contingent liabilities of the Partnership, including estimated expenses, if any, in connection therewith, as the General Partner shall determine.

The fee payable pursuant to Section 4.03 shall be deducted in computing Net Profits and Net Losses; however, overhead expenses borne by the General Partner or the Investment Manager shall not be deducted in computing Net Profits and Net Losses.

(d) The determination of net asset value may be suspended whenever Partnership withdrawals are suspended pursuant to Section 8.06.

Section 6.03 New Issues. In the event that the General Partner invests the Partnership's assets in securities that are considered to be "new issues," as that term is defined in the Rules of the Financial Industry Regulatory Authority, Inc., as may be amended from time to time (the "Rules"), the General Partner shall be permitted to take all such actions as it deems are necessary to ensure that new issues are allocated among the Partners in a manner permitted under the Rules.

In this regard, the General Partner is authorized to determine, among other things: (i) the manner in which new issues are purchased, held, transferred and sold by the Partnership and any adjustments with respect thereto; (ii) the Partners who are eligible and ineligible to participate in new issues; (iii) the method by which profits and losses from new issues are to be allocated among Partners in a manner that is permitted under the Rules; and (iv) the time at which new issues are no longer considered as such under the Rules.

Section 6.04 Allocation of Prior Fiscal Period Items.

Anything herein to the contrary notwithstanding, any items of income, gain, loss or deduction for a Fiscal

Period ("Current Fiscal Period") attributable to any Partnership matter or transaction occurring during a prior Fiscal Period (such items of income, gain, loss or deduction are referred to herein as "Prior Fiscal Period Items") which shall exceed the lesser of (a) \$100,000 or (b) 1% of the Capital Accounts of all Partners as of the beginning of the Current Fiscal Period may, at the sole discretion of the General Partner, be allocated among the Partners (including persons who have ceased to be Partners) in proportion to their Capital Accounts as of the beginning of such prior Fiscal Period. In the case of a person who is a Partner during the Current Fiscal Period, the Prior Fiscal Period Items shall be considered an item of Net Profit or Net Loss for the Current Fiscal Period for purposes of Section 6.01(b). In the case of a person who has ceased to be a Partner, the Prior Fiscal Period Items shall be considered an item of Net Profit or Net Loss in the last Fiscal Period in which such person was a Partner for purposes of computing the allocation of such Prior Fiscal Period Items between the person who ceased to be a Partner and the General Partner.

ARTICLE VII

Allocation of Income for Tax Purposes

Section 7.01 Ordinary Deductions and Ordinary Income. For Federal income tax purposes, all items of deduction other than realized capital losses, and all items of income other than realized capital gains, shall be allocated, in accordance with Section 704(b) of the Internal Revenue Code of 1986, as amended, in accordance with the manner in which such items of deduction or income affected the amounts which were either deducted from or added to the Capital Accounts of the Partners.

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Section 7.02 Capital Gains and Losses. For Federal income tax purposes, capital gains

and capital losses (short-term and long-term, as the case may be) recognized in any Fiscal Period shall

be allocated, in accordance with Section 704(b) of the Internal Revenue Code of 1986, as amended, in

accordance with the manner in which the increase or decrease in the value of the securities positions

giving rise to such gains or losses was added to or deducted from the Capital Accounts of the Partners in

such Fiscal Period and prior Fiscal Periods.

Section

7.03 Allocation

of

Capital

Gains and Losses

to Retiring

Partners.

Notwithstanding Section 7.02 above, in the event a Partner withdraws all of his Capital Account or

otherwise retires from the Partnership (including a required withdrawal under Section 8.04), the General

Partner, at its sole discretion, may make a special allocation to said Partner for Federal income tax

purposes of the capital gains or losses recognized by the Partnership in such a manner as will reduce the

amount, if any, by which such Partner's Liquidating Share (as defined in Section 10.01) exceeds, or is

less than, his Federal income tax basis in his interest in the Partnership before such allocation.

Section 7.04 Death of a Partner. If a Partner dies on a day other than the last day of a

Fiscal Period, all items of income, gain, loss or deduction for such Fiscal Period allocable to such Partner

pursuant to this Article VII shall be allocated to such Partner for Federal income tax purposes based on a

fraction, the numerator of which shall be the number of days (including the date of death) that the Partner

was alive during such Fiscal Period, and the denominator of which shall be the total number of days in

such Fiscal Period. The balance of such items allocable to such Partner for such Fiscal Period shall be

allocated to the deceased Partner's estate. Each Partner agrees on behalf of the Partner and the

Partner's estate that any executor or other fiduciary filing any tax returns on their behalf will treat this

allocation as effecting a termination of the taxable year of the Partnership for Federal income tax

purposes in order to determine their respective shares of such items for any applicable reporting period.

ARTICLE VIII

Withdrawals from Capital Accounts and Retirements

Section 8.01 Permissible Withdrawals. A Partner may withdraw all or any part of his

Capital Account (as defined in Section 5.01) in the manner and to the extent provided in Section 8.02.

Section 8.02 Withdrawal Procedure.

(a) A Limited Partner may, upon at least 20 days prior written notice to the General

Partner, withdraw all or any part of its capital account (i) with respect to Series One Interests, Series

Three Interests and Series Four Interests, as of the last business day of any calendar quarter, and

(ii) with respect to Series Two Interests, as of the last business day of the calendar quarter

occurring on or after the 12-month anniversary of the Limited Partner's initial investment for Series

Two Interests and as of the last business day of each calendar quarter thereafter. Any Limited

Partner desiring to make a withdrawal from its Capital Account shall give written notice to the

Partnership of (i) such Limited Partner's intention to make such withdrawal and (ii) the amount

thereof or the basis on which the amount thereof is to be determined. A partially withdrawing

Limited Partner will generally be paid within 30 days; provided, however, that if a Limited Partner

withdraws at least 90% of its Capital Account, it will be paid its withdrawal amount in accordance

with Article X (i.e., as if such Limited Partner were retiring from the Partnership). The General

Partner may waive the notice provisions or otherwise modify the conditions relating to withdrawal

for any Limited Partner.

(b) In the event of the death of Panayotis Sparaggis, or in the event that for a period of

more than 60 consecutive days, he becomes incapacitated such that he is unable to participate in

the management of the Partnership in the same manner as immediately before the onset of his

incapacity or otherwise ceases to be involved in the management of the Partnership, the General

Partner shall promptly give written notice to the Limited Partners, and any Limited Partner, upon

written notice delivered to the Partnership within 10 days after such notice from the General

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Partner, may withdraw all or a portion of its Capital Account at the end of the month in which such notice is given to the Limited Partners.

(c) The General Partner may withdraw all or any portion of its Capital Account as of the end of each calendar quarter; provided, however, that the General Partner may not make a withdrawal if after such withdrawal the Capital Account of the General Partner would fall below the lesser of (i) 1% of the aggregate capital accounts of the Partnership and (ii) \$100,000.

(d) A Partner withdrawing its entire Capital Account pursuant to this Section 8.02 shall be deemed to have retired as of the date of such withdrawal.

(e) The General Partner, in its sole discretion, may waive or modify the conditions relating

to withdrawal with regard to any Limited Partner
Section 8.03 Payment on Retirement.

Retirement of a Partner, whether by

(a) withdrawal of such Partner's entire Capital Account, or (b) action of the General Partner under Section 8.04, shall be subject to the provisions of Article X.

Section 8.04 Mandatory Withdrawals. The General Partner, in its sole discretion, may

require any Limited Partner to withdraw all or any part of its Capital Account from the Partnership at any time on not less than 5 days' notice, such withdrawal to be effective on the date specified in such notice.

A Limited Partner who is required to withdraw all of its Capital Account pursuant to this Section 8.04 shall

be (i) entitled to receive the value of its Liquidating Share (as defined in Section 10.01) and (ii) deemed to have retired from the Partnership (and shall cease thereafter to be a Partner as of the effective date of the complete withdrawal).

Section 8.05 Distributions in Cash or in Kind. Distributions to a Partner on withdrawal or

retirement will be made in cash or, in the discretion of the General Partner, in securities (which may include short positions, as well as long positions) selected by the General Partner, or partly in cash and

partly in securities (which may include short positions, as well as long positions) selected by the General Partner. In-kind distributions may be made directly to the withdrawing Partner or, alternatively:

(a) may comprise interests in special purpose vehicles established by the Partnership for the purpose of liquidating the securities which are being transferred (either outright or by a participation interest) by the Partnership; or

(b) may be distributed into a liquidating trust or account and sold for the benefit of

such withdrawing Partner.

In the event of (a) or (b) above, (i) payment to such Partner of that portion of its withdrawal attributable to

such securities will be delayed until such time as such securities can be liquidated and (ii) the amount

otherwise due such Partner will be increased or decreased to reflect the performance of such securities

through the date on which the liquidation of such securities is effected, and any applicable expenses,

Management Fee and Incentive Allocation.

Section 8.06 Suspension of Withdrawals. The General Partner may suspend (in whole

or in part) the calculation of net asset value, the ability of Limited Partners to withdraw and/or the payout

of withdrawal proceeds during any period when:

1. any stock exchange on which a substantial part of securities owned by the Partnership are traded is closed, otherwise than for ordinary holidays, or dealings thereon are

restricted or suspended;

2. there exists any state of affairs as a result of which (i) disposal of investments of

the Partnership would not be reasonably practicable or cannot be completed in a timely fashion to

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meet withdrawal requirements and might seriously prejudice the Limited
Partners or (ii) it is not
reasonably practicable for the Partnership to determine fairly the value of
its net assets;
3. none of the requests for withdrawals which have been made may be lawfully
satisfied by the Partnership in U.S. dollars; or
4.
there is a breakdown in the means of communication normally employed in
determining the prices of a substantial part of the investments of the
Partnership.

ARTICLE IX

Term and Dissolution of the Partnership

Section 9.01 Term of the Partnership. The Partnership shall continue until
December 31, 2035 and thereafter from year to year, unless dissolved as
hereinafter provided.

Section 9.02 Dissolution of the Partnership. The Partnership may be
dissolved at any

time by the General Partner, and thereupon the affairs of the Partnership
shall be wound up by the

General Partner. If the General Partner retires, dissolves or becomes
bankrupt, the Partnership shall

dissolve unless (i) at such time there is a remaining general partner who
agrees to continue the business

of the Partnership or (ii) an entity controlled by Mr. Sparaggis is
substituted as general partner to continue

the business of the Partnership.

If there is no remaining general partner who agrees to continue the
business of the Partnership or an entity controlled by Mr. Sparaggis is not
substituted as general partner,

the Partnership shall dissolve and thereupon be wound up by the General
Partner, or if the General

Partner is unavailable, by the person or persons previously designated (a)
by the General Partner or

(b), if the General Partner has made no such designation, by Limited
Partners owning a majority-ininterest

of the Capital Accounts of all the Limited Partners as of the date of
dissolution. Such person shall

take all steps necessary or appropriate to wind up the affairs of the
Partnership as promptly as practicable

thereafter. Such person is hereinafter referred to as the "Liquidator."

Neither the admission of Partners

nor the retirement, bankruptcy, death, legal incapacity or disability of a
Limited Partner shall dissolve the

Partnership.

Section 9.03 Procedure on Winding Up.

(a) Upon the winding up of the Partnership, a full account of the assets and
liabilities of

the Partnership shall be taken and the assets of the Partnership shall be
liquidated to the extent

determined by the General Partner (or the Liquidator) and, as promptly as

practicable, the cash proceeds thereof shall be applied in the following order of priority:

- (i) to the payment of all debts, taxes, obligations and liabilities of the Partnership (including amounts owed to Partners who are creditors) including the expenses of liquidation; provided that the General Partner (or the Liquidator) may establish reserves for contingent liabilities of the Partnership in an amount (including estimated expenses, if any, in connection therewith) determined by the General Partner (or the Liquidator) and upon the satisfaction of such contingent liabilities the amounts, if any, remaining in such reserves shall be distributed as provided in subparagraphs (i) and (ii) of this Section 9.03(a); and
- (ii) to the payment to Partners of their remaining Capital Accounts in proportion to the amounts thereof.

(b) Distributions to a Partner pursuant to subparagraph (a)(ii) may be made in installments and shall be made in cash or, at the discretion of the General Partner (or the

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Liquidator), in securities selected by the General Partner (or the
Liquidator), or partly in cash and
partly in securities selected by the General Partner (or the Liquidator)
(subject to the provisions of
Section 8.05).

(c) Upon the winding up of the Partnership, the name of the Partnership and
its goodwill
shall not be appraised, sold or otherwise liquidated but shall remain the
exclusive property of the
General Partner.

(d) Within 90 days after the completion of the winding up of the
Partnership, the General
Partner (or the Liquidator) shall cause to be prepared and forwarded to each
Partner a final
statement and report of the Partnership, prepared in accordance with Section
11.04.

ARTICLE X

Payments to and by a Person
Who Has Ceased to be a Partner

Section 10.01 Payments on Retirement, Death,
Bankruptcy, Legal
Incapacity or

Disability of any Partner. Within 30 days after (a) the date of retirement
of a Partner hereunder or (b) at
the sole discretion of the General Partner, the last day of the fiscal year
during which a Partner died or
became bankrupt or incapacitated, there shall be paid or distributed to such
Partner or to the legal
representative of such Partner, an amount in cash or, as determined by the
General Partner, in securities
selected by the General Partner or in cash and securities selected by the
General Partner, equal in value
to not less than 90% of the estimated amount of the Liquidating Share (as
hereinafter defined) of such
Partner. Promptly after the General Partner has determined the Capital
Accounts of the Partners as of
such date (which at the General Partner's sole discretion may be after the
Partnership's independent
public accountants have completed their examination thereof required by
Section 11.03), the Partnership
shall pay to such Partner or his representative, in cash and/or securities
selected by the General Partner,
the amount of the excess, if any, of the Liquidating Share of such Partner
over the amount so paid, or
such Partner or representative shall return and pay to the Partnership in
cash the amount of the excess, if
any, of the amount so paid over such Liquidating Share, in each case
together with interest thereon, to
the extent permitted by applicable law, from the applicable withdrawal date
referred to in clauses (a) and

(b) above to the date of the payment at the effective money market rate at the depository with whom the Partnership maintains its liquid cash assets. The term "Liquidating Share," when used with respect to any retiring, deceased, bankrupt, legally incapacitated or disabled Partner, shall mean the Capital Account of such Partner on the date in question.

Section 10.02 Reserve for Liability and Payment of Prior Fiscal Period Items by Person

Who Has Ceased to be a Partner.

(a) The right of any retired, deceased, bankrupt or incapacitated Partner (or their legal representative) to have distributed the Liquidating Share of such Partner shall in all instances be subject to retention by the Partnership of a reserve, in such amount as shall be determined by the General Partner, at its sole discretion, for Partnership liabilities and for other contingencies.

Commencing on the applicable date referred to in clauses (a) and (b) of Section 10.01, the reserve shall bear interest, payable on each December 31 after such date, at an annual rate equal to the then-existing federal funds rate. Upon determination by the General Partner that such reserve (or portion thereof) is no longer required there shall be distributed to such Partner his proportionate share of the reserve which is no longer required together with interest thereon.

(b) A person who has ceased to be a Partner will be liable for his proportionate share of Prior Fiscal Period Items as provided in Section 6.04 in addition to his share of the reserve established with respect to such person pursuant to Section 10.02(a) and such person shall pay his share of such amounts promptly on demand, but the amount to be paid shall not be in excess of his Capital Account at the time such Prior Fiscal Period Item arose.

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ARTICLE XI

Miscellaneous Provisions

Section 11.01 Withholding Taxes. Any taxes, fees or other charges the Partnership is

required to withhold or pay under applicable law with respect to any Partner shall be paid by the

Partnership to the appropriate governmental authorities and shall be deducted from the Capital Account

of such Partner as of the last day of the Fiscal Period or fiscal year with respect to which such amount is

required to be withheld or paid.

Section 11.02 Maintaining Books of Account. Proper and complete books of account

shall be kept at all times and shall be open to inspection by any Partner or their accredited representative

at reasonable times during office hours.

Section 11.03 Audit of Books. The books of account and records of the Partnership shall

be audited as of the end of each fiscal year by independent certified public accountants designated from

time to time by the General Partner.

Section 11.04 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 and the audited financial statements of the Partnership prepared by the Partnership's

independent certified accountants promptly after the end of each fiscal year. In addition, as promptly as

practicable after the end of each fiscal year, the Partnership shall send to each Partner a report indicating

the amounts representing such Partner's respective share of net long-term capital gain or loss, net shortterm

capital gain or loss and operating profit or loss for purposes of reporting such amounts for Federal

income tax purposes.

Section 11.05 Amendment of Agreement.

This Agreement may be amended by the

This Agreement may also be amended by the

General Partner in any manner that does not adversely affect any Limited Partner or to effect any

changes required by applicable laws or regulation.

General Partner with the consent (which may be negative consent) of the Limited Partners owning a

majority in interest of the Capital Accounts owned by the Limited Partners at the time of the amendment,

provided that such amendment does not discriminate among the Limited Partners.

Section 11.06 Notices. All notices provided for under this Agreement shall be in writing

and shall be deemed to have been duly given as indicated if sent to the Partner's address as set forth in the schedule in the files of the Partnership as of the date of such notice:-

- (a) if in writing and delivered in person or by courier, on the date it is delivered;
- (b) if sent by certified or registered mail (airmail, if overseas) or the equivalent (return receipt requested), on the date that mail is delivered or its delivery is attempted;
- (c) if sent by first-class mail, on the date of postmark; and
- (d) if sent by facsimile or electronic mail, on generation of confirmation.

Notice by any Limited Partner to the Partnership shall be deemed effective upon receipt by the Partnership.

Section 11.07 Binding Effect of Agreement.

This Agreement shall be binding on the successors, assigns and the legal representatives of each of the Partners.

Section 11.08 Counterparts.

This Agreement may be executed in more than one counterpart with the same effect as if the Partners executing the several counterparts had all executed one document.

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IN WITNESS WHEREOF, the undersigned has hereunto signed this Agreement on the date set forth below.

General Partner:

ALKEON CAPITAL ADVISERS, LLC

Limited Partner:

Type or print in name of Limited Partner

By: _____

Name:

Signature of Limited Partner or Authorized Signatory

Date of Signature: _____

Date of Signature: _____

Type in name and title of Authorized Signatory

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