any Limited Partner is not reduced as of any given GP Draw Date by the amounts referred to in the preceding sentence (or any portion thereof determined with respect to a previous GP Draw Date and carried over to the current GP Draw Date pursuant to this sentence) because the General Partner's Share with respect to such Limited Partner has been reduced to zero, the excess shall be carried over to the next succeeding GP Draw Date (and, if necessary, to one or more subsequent GP Draw Dates) and applied as a reduction of the General Partner's Share with respect to such Limited Partner, but not below zero, for such succeeding GP Draw Date (or a subsequent GP Draw Date). Upon dissolution of the Fund, GP Ltd shall pay to each of the Limited Partners the amount (if any, and net of any withholding tax) that, pursuant to the preceding sentence, would have been applied to reduce the General Partner's Share with respect to that Limited Partner upon a subsequent GP Draw Date.

(b) Additional General Partner's Share in Connection With Subsequent Closing Partners. In connection with the admission of a Subsequent Closing Partner, the Fund shall pay GP Ltd an additional General Partner's Share as provided in Section 10.2(b).

7.4 Drawings by GP Ltd.

(a) GP Ltd shall be entitled to make drawings out of the Fund's cash funds, on account of the General Partner's Share calculated with respect to each Limited Partner, commencing on the GPS Start Date (or such later date as may be determined by the General Partner) and on each January 1, April 1, July 1 and October 1 thereafter (each, a "GP Draw Date"), in each case, in respect of the period ending on the next succeeding GP Draw Date. If the GPS Start Date is less than 60 days before the next GP Draw Date, the first payment shall cover the period commencing on the GPS Start Date and ending on the day before the next following GP Draw Date. If at any time during or following a Fiscal Year it should be discovered that the sum of (*i*) drawings pursuant to this Section 7.4(a) and (*ii*) distributions pursuant to Section 6.2, in each case made on account of the General Partner's Share with respect to a Limited Partner, are less than, or exceed, the General Partner's Share with respect to such Limited Partner for such Fiscal Year, additional drawings may be made by the General Partner in an amount equal to such shortfall or the General Partner shall repay such excess to the Fund, respectively.

(b) In no circumstances (except to the extent of any excess pursuant to Section 7.4(a)) shall any drawings made pursuant to Section 7.4(a) be recoverable from the General Partner except by way of allocation of profits against such drawings in accordance with Section 7.5(a) or as provided by the final sentence of Section 7.3(a).

(c) If the aggregate drawings and distributions under Sections 7.4(a) and 6.2, respectively, in respect of the General Partner's Share for a Fiscal Year exceed the sum of the profits allocated to GP Ltd in accordance with Section 7.5(a), the amount of such excess shall be treated as advanced to GP Ltd as an interest-free loan, but such advance