

B. — A Party obliged under the Agreement to release property shall not be required to reverse any act of liquidation which has been carried out by sale, redemption or otherwise. The vesting, sequestration or confiscation of property shall not be regarded as constituting liquidation for the purposes of the Agreement.

C. — Except as otherwise expressly provided in the Agreement, a Party obliged to release property shall, if the property has been liquidated, release the proceeds of such liquidation.

D. — Except as otherwise expressly provided in the Agreement, a Party obliged to release property shall release all income or other benefits (in cash or otherwise) which have been received by at or by any person in its territory acting under its authority in respect of that property.

E. — The Party to which property is released under the Agreement shall fully recognise bona fide liens or pledges thereon legally obtained within the territory of the releasing Party which became effective prior to the date when the recipient Party took war-time emergency measures to prevent the acquisition of liens or pledges with respect to such property or the date when the territory of the recipient Party was invaded by Germany and were valid under the laws of the recipient Party in effect prior to such date. A releasing Party shall not be obliged hereby to take any measures to set aside any bonafide lien or pledge valid under its laws which arose or was created either (a) prior to the date on which the releasing Party took-war-time emergency measures to prevent the acquisition of such liens or pledges with respect to the property involved, or (b) after such date under licence or other authorisation by such Party.

F. Administrative charges and expenses of conservation and liquidation shall be borne by the recipient Party unless that Party requests the releasing Party to bear a portion thereof. In such event the obligation of the releasing Party shall be limited to the amount of the income or other benefits (if any) which the recipient Party establishes were received and were retained under the Agreement by the releasing Party or by any person in its territory acting under its authority with respect to the specific property released.

G. — Where property is subject to release under the Agreement the method of delivery and the payment of any delivery costs shall be arranged between the Parties concerned.

H. — (i) A party shall not be required under the Agreement to make a release of property so long as there is pending any judicial or administrative proceeding in the territory of:

- a) The releasing Party, if the proceeding requires retention of the property by that Party or may result in a determination that the