

(4) Unless the Bank deutscher Laender disapproves the arrangement for recommercialisation, pursuant to the preceding sub-Clause, the Foreign Bank Creditor shall give notice to the designated Debtor to repay the designated indebtedness and such Debtor shall, as promptly as possible, arrange through the Bank deutscher Laender for such repayment in foreign currency and upon such repayment the substituted line will be open for availment.

(5) A Foreign Bank Creditor who has received security for designated indebtedness shall notify the designated Debtor of his willingness in case of a part repayment to release, against such repayment, a proportionate part of such security except where the security is not capable of division or except where the agreement between the parties otherwise provides. Failing such notification the Foreign Bank Creditor shall not be entitled to demand repayment of such indebtedness.

(6) In so far as a Foreign Bank Creditor who has given or participated in giving a credit on joint account as defined in Clause 7 of the German Credit Agreement of 1931 is entitled (under any still subsisting arrangements governing the rights of the parties to such credit *inter se*) to demand any separate repayment on account of his participation, he shall not be permitted to demand repayment of the indebtedness owing by a German Commercial or Industrial Debtor without at the same time demanding repayment of at least a corresponding proportion of the indebtedness owing by the German Bank Debtor in the joint account provided that such German Bank Debtor has adhered to this Agreement.

(7) No syndicate as such may exercise any of the rights of a Foreign Bank Creditor under this Clause. Nothing in this sub-Clause is intended to affect such rights as any participant in a syndicate may have either through withdrawal from such syndicate or by arrangements therewith to make an individual demand for repayment of designated indebtedness under this Clause.

(8) Substituted lines shall be available only by bills drawn for financing trade between the Federal Republic and other countries and not merely for the purpose of creating foreign exchange or for the purpose of financing business which could more properly be financed by inland credits; provided that a Foreign Bank Creditor shall not be obliged to accept any bill drawn in respect of a transaction which is for the time being prohibited or disapproved by the authorities of the respective foreign creditor country or which it would not be the current practice of banks in such country to finance by an acceptance credit. If any question shall arise whether any bill complies with the foregoing provisions, such question shall be decided by agreement between the Foreign Bankers' Committee concerned and the German Committee. All such bills outstanding at any time shall be covered by the German Debtor at maturity in cash in the currency of the credit and the unavailment thus created shall be again availed of only in accordance with this sub-Clause. For the cash payment referred to herein a German Debtor may use the proceeds of a new bill; provided that—

- (i) the new bill shall have been presented to the Foreign Bank Creditor a week, if possible, and at least four business days before the due date of the maturing bill and shall have been designated for the purpose of meeting the maturing bill from the proceeds;
- (ii) the new bill complies with the requirements of this sub-Clause, and
- (iii) the Foreign Bank Creditor shall have accepted the new bill before the due date of the maturing bill.

If a new bill so offered is not so accepted by the Foreign Bank Creditor on the grounds that it does not comply with the requirements of this sub-Clause the German Debtor shall be bound to remit cash to cover the maturing bill