

- of the Bank, be applied on any such liability as it matures. No amount shall be withheld on account of the liability of the former member resulting from its subscription for shares in accordance with paragraphs 4, 5 and 7 of Article 6 of this Agreement. In any event, no amount due to a member for its shares shall be paid until six (6) months after the date upon which the member ceases to be a member;
- (ii) payments for shares may be made from time to time, upon their surrender by the former member, to the extent by which the amount due as the repurchase price in accordance with paragraph 2 of this Article exceeds the aggregate amount of liabilities on loans, equity investments and guarantees in sub-paragraph (i) of this paragraph until the former member has received the full repurchase price;
- (iii) payments shall be made on such conditions and in such fully convertible currencies, or ECU, and on such dates, as the Bank determines; and
- (iv) if losses are sustained by the Bank on any guarantees, participations in loans, or loans which were outstanding on the date when the member ceased to be a member, or if a net loss is sustained by the Bank on equity investments held by it on such date, and the amount of such losses exceeds the amount of the reserves provided against losses on the date when the member ceased to be a member, such former member shall repay, upon demand, the amount by which the repurchase price of its shares would have been reduced if the losses had been taken into account when the repurchase price was determined. In addition, the former member shall remain liable on any call for unpaid subscriptions under paragraph 4 of Article 6 of this Agreement, to the extent that it would have been required to respond if the impairment of capital had occurred and the call had been made at the time the repurchase price of its shares was determined.
4. If the Bank terminates its operations pursuant to Article 41 of this Agreement within six (6) months of the date upon which any member ceases to be a member, all rights of such former member shall be determined in accordance with the provisions of Articles 41 to 43 of this Agreement.
- ter Bankens frie valg anvendes til dækning af nævnte forpligtelser, efterhånden som de forfalder. Intet beløb kan tilbageholdes i anledning af de forpligtelser, der påhviler det tidligere medlem som følge af dets aktietegning i overensstemmelse med artikel 6, stk. 4, 5 og 7. I intet tilfælde må et medlems tilgodehavende for aktier udbetales før seks (6) måneder efter den dato, da medlemmet ophørte med at være medlem;
- (ii) betalingen for aktier kan finde sted, efterhånden som de afleveres af det tidligere medlem, og i det omfang den i henhold til stk. 2 fastsatte tilbagekøbspris overstiger de samlede forpligtelser i forbindelse med de under (i) omhandlede lån, garantier og kapitalinteresser, indtil det tidligere medlem har modtaget den fulde tilbagekøbspris;
- (iii) betalingerne finder sted i de af Banken fastlagte fuldt konvertible valutaer eller i ecu og på de af Banken fastsatte betingelser og tidspunkter;
- (iv) hvis Banken lider tab på garantier, deltagelse i lån eller ydelse af lån, som ikke var indfriet på tidspunktet for medlemmets udtræden, eller hvis Banken lider et nettotab på aktier, som den besidder på dette tidspunkt, og sådanne tab overstiger de reserver, der på tidspunktet for medlemmets udtræden findes til imødegåelse af tab, skal det tidligere medlem på anfordring tilbagebetale det beløb, hvormed tilbagekøbsprisen for dets aktier ville være blevet formindsket, dersom tabene var blevet medregnet ved fastsættelsen af tilbagekøbsprisen. Endvidere skal det tidligere medlem vedblivende hæfte for eventuelle ikke-indbetalte beløb af aktiekapitalen i henhold til artikel 6, stk. 4, i det omfang det ville have haft indbetalingspligt, dersom nedskrivningen af kapitalen havde fundet sted og indbetalingen var blevet krævet foretaget på det tidspunkt, da aktierens tilbagekøbskurs blev fastsat.
4. Hvis Banken inden seks (6) måneder fra tidspunktet for et medlems udtræden at regne standser sin virksomhed i henhold til artikel 41, bestemmes alle dette tidligere medlems rettigheder efter artikel 41 til 43.