

Appendix 5

To the notification of the execution of an Extrajudicial Debt Settlement for

Debtor's Name and First Name:

Extrajudicial Debt Settlement Plan

- Additional Provisions -

Date of Extrajudicial Debt Settlement: _____

Additional Provisions

(especially regarding creditors' collateral, article 305 paragraph 1 no. 4, half-sentence 3 InsO)

1. Provisions regarding the forced sale of collateral

The creditors agree to abstain from starting the forced sale of collateral. Ongoing compulsory enforcement will be stayed over the entire term of this plan.

2. Payment date

Agreement on one-off payment

In order to fulfill the settlement agreement the full amount agreed upon has to be paid to the creditors by _____ (YYYY-MM-DD).

Agreement on deferred payment with fixed or flexible instalments

For a period of _____ years the debtor commits himself/herself to pay off the seizable part of his/her income to the creditors according to article 850 ff. ZPO and in proportion to the creditor's share of the overall debt.

Payments are due by the _____ of each month. Within one month after all the creditors have agreed on the Extrajudicial Debt Settlement Plan in writing, the first instalment should be paid. The debtor will inform the creditors about the Extrajudicial Debt Settlement Plan having been agreed upon.

3. Effect of fulfilment of the plan

After the end of the term and with fulfilment of the settlement agreement all further claims of the creditors against the debtor cease to exist.

The debt relief will be confirmed to the debtor in writing without delay. Should it have been agreed upon in the plan, collateral will lose validity; stayed enforcement proceedings will be declared terminated. Claims out of costs will not be made.

After fulfilment of the plan each creditor pledges to:

- a. Return to the creditor possibly existing executory titles regarding the debt, invalidated and free of charge upon request of the debtor,
- b. Declare the settlement of the debt, in case it was registered with the SCHUFA or another credit agency,
- c. Give up claims on chattel mortgages related to the debt, as far as these exist in relation to the debt.

Should the return of existing executory titles be impossible, because of included liabilities of third parties (e.g. codebtor), the return of the title will be replaced by a binding declaration of the creditor not to assert any claims from the title against the debtor.

4. Default regulation and revival regulation

In case the debtor fails to pay two monthly instalments in whole or partially, each creditor is entitled to terminate the Extrajudicial Debt Settlement at any time.

In the case of an effective cancellation of the Extrajudicial Arrangement, the original debt revives plus interest and costs and reduced by payments received in the meantime.

5. Invalidity in case of single payment

Should the debtor be in arrears with the agreed single payment for more than eight weeks, the agreement will become invalid without further warning or explicit cancellation. In this case the original debt revives completely and will be due for immediate repayment.

6. Reporting Requirement

In the case of an agreement on flexible instalments, the debtor agrees to disclose his/her financial and income status at the demand of the creditor once a year (at the end of each year).

7. Commitments of the debtor for the duration of the agreement

The Debtor is obligated to inform the creditors about any change of residence and/or employment. In case of agreement on flexible instalments, the debtor obligates him-/herself to pursue an adequate employment. In case of unemployment he/she will endeavor to find a new employment.

In case of an inheritance during the term of the plan, the debtor is obligated to pay half of the net gain to the creditors (according to the individual creditor's proportion of the overall debt).

8. Adjustments in case of fixed instalments

In case of a proven deterioration of the debtor's income or budget situation, the creditors must grant a temporary reduction of the instalment or a payment deferment at the request of the debtor.

The debtor must inform the creditors about this changed situation within six weeks and make a specific proposal regarding the further regulation of the debt.

In case the debtor's request is justified and the creditors are not worse off than they would have been in insolvency proceedings before court, the creditors are bound by the request.

However, irrespective of the aforesaid, the settlement payment according to the Extrajudicial Agreement must be paid within 3 months after the end of the originally envisioned overall term.

9. Effects on codebtors

The rights of the creditors against codebtors of the debtor as well as the rights of the creditors deriving from a priority notice entered in the Land Register or from a right which would lead to separation and recovery in insolvency proceedings remain unaffected by this plan.