

To the extent that the security has been impaired or substantially altered the debtor shall make such readjustments as are necessary to provide his creditors with at least the degree of protection originally afforded.

The creditor may demand, and his debtor shall provide, reasonable security or other protective provisions acceptable to the creditor.

13. *Reserves and Sinking Funds*

Because the amortisation payments are only to commence in 1958 and then at the relatively low rate of 1 per cent., and in 1963 increase to only 2 per cent., the debtor shall pursue a policy of assuring a sufficiently strong liquid financial position in order to meet his obligations at maturity. Therefore, additional provisions should be discussed between creditors and debtors which may provide for the establishment of reserves or sinking funds for the debts under which an annual amount, calculated either as a percentage of the net earnings prior to dividend payments or otherwise as may be agreed, shall be set aside.

14. *Provision of Foreign Exchange*

The debtor shall make the arrangements required under German law for the provision of the necessary foreign exchange to discharge all obligations under the new contract.

15. *Default of the Debtor*

In the event of default, in addition to any penalties for default provided in the new contract, the creditor shall be entitled, for the period of the default, to receive interest at the rate provided in the existing contract.

16. *Modification of Terms*

Nothing in this Agreement shall prevent any debtor from obtaining, with the consent of his creditors, terms more favourable to the debtor than those specified in this Agreement.

17. *Concessions for Benefit of Debtors*

The creditors consider that the concessions made by them under this Agreement should accrue to the benefit of the debtors.

ARTICLE VI

Miscellaneous Provisions affecting Debts

1. *Repayment in German Currency*

Any debtor may arrange at the request of any of his creditors for repayment of a debt or part thereof in German currency.

2. *Change of Creditor*

Apart from the case of bonds, the creditor may assign to some other person ordinarily resident outside the Federal Republic of Germany and Berlin (West) his claim or a substantial part thereof provided that the assignment

(a) is made to a resident in the same currency area,

(b) does not entail any modification of the conditions underlying the claim,

(c) does not result indirectly or directly in settlement of the claim.