

SCHEDULE

Regulation 13

“FORM A1 Protected Trust Deeds (Scotland) Regulations 2008, regulation 5A Consents required for exclusion of a secured creditor from a Protected Trust Deed

Regulation 5A

Part 1 (to be completed by debtor)

Insolvency Practitioner’s details

	Insert insolvency practitioner’s name
	Insert insolvency practitioner’s address
	Town
	County
	Postcode

Debtor’s dwellinghouse to be excluded in terms of section 5(4A)(b) of the Bankruptcy (Scotland) Act 1985

	Insert debtor’s name
	Address
	Town
	County
	Postcode

I, (insert debtor’s name) authorise (insert insolvency practitioner’s name) to act on my behalf with creditor(s) holding security over the above dwellinghouse in order to obtain the secured creditor’s consent to exclude the dwellinghouse from my draft trust deed attached.

Signature of debtor _____ Date _____

Part 2 (to be completed by secured creditor)

Creditor's details

	Insert creditor's name
	Insert creditor's address
	Town
	County
	Postcode

Description of security

Description	
Reference	

Particulars of debt to be excluded

Amount	£
Description	
Reference	

I confirm that the above described debt is the whole debt in respect of which I hold security over the debtor's dwellinghouse described in Part 1.

I agree not to claim under the trust deed for any of the debt in respect of which my security is held ("the excluded debt").

I understand that if the excluded debt is excluded from a trust deed granted by the debtor in terms of the draft trust deed attached:

- The terms of repayment of the excluded debt are not affected.
- I will not vote in, or in respect of, the trust deed in relation to the excluded debt. Nor will I receive a dividend under the trust deed in relation to the excluded debt. But my voting and dividend rights in relation to a debt other than the excluded debt are not affected.
- If the trust deed achieves protected status, I am not entitled to—
 - (a) make a claim under the trust deed in respect of any of the excluded debt;
 - (b) do diligence against the assets covered by the trust deed; nor
 - (c) during the subsistence of the protected trust deed, petition for the sequestration of the debtor.
- Any discharge of the debtor after the trust deed achieves protected status does not discharge the debtor in respect of the excluded debt.

My agreement applies to a trust deed entered into by the debtor in terms of the draft trust deed attached, provided the trust deed achieves protected status within 3 months of today's date.

Signed _____ (creditor in respect of excluded debt)

Date _____