AU-LDGgti08

Deed of inter-company cross guarantee

This	This deed of guarantee is dated: [date]							
It is m	nade by:							
Hospi	tal Systems Ltd whose re	egistered office is at: [■ ■ ■ ■], (" ■ ■ ■ ■ ")						
And								
[Name	e 2 Ltd] whose registered	I office is at: [■■■■], ("■■■■■■■2")						
And								
[Name	e 3 Ltd] whose registered	I office is at: [■ ■ ■ ■], (" ■ ■ ■ ■ ■ ■ ■ 3 ")						
And								
[Add r	names of all companies]							
The a	bove named are referred	to in this document ••••• • • • • • • • • • • • • • • • •						
Back	ground:							
A.	HSystems is a subsidiar	ry of Supersoftware Inc.						
B.	By a contract dated [date] ("the Original Contract") terms were agreed between HSystems and [GHS] whereby HSystems							
C.	HSystems has installed the first such software.							
D.	The management of [GHS] is concerned as to the financial strength of Hsystems and has asked Supersoftware Inc.							
It is n	ow agreed as follows:							
1.	Definitions							
	In this deed, the following	ng words shall have the following meanings, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■						
	"GHS"	means Great Health Service Limited.						
	"Original Contract" means a contract dated [date] and made ■ ■ ■ ■ ■							

2. Interpretation

In this deed unless the context otherwise requires:

2.1	A reference to one gender shall include any or all genders and a reference to the singular may be interpreted
2.2	A reference to a person includes a human individual, a corporate entity and any organisation
2.3	A reference to a person includes reference to that person's successors, legal representatives, permitted assigns and any person to whom rights and obligations are transferred or pass as a
2.4	A reference to a paragraph or schedule is to a paragraph or schedule to this deed unless the context •••••••••••••••••••••••••••••••••••
2.5	The headings to the paragraphs and schedules (if any) to this deed are inserted ••••••••••••••••••••••••••••••••••••
2.6	Any agreement by any party not to do or omit to do something includes an obligation not to allow some •••••;
2.7	[except where stated otherwise,] = = = = = = = = = = = = = = = = = = =
2.8	A reference to the knowledge, information, belief or awareness
2.9	This deed is made only in the English language. If there is any

3. Warranties for authority and solvency

4.

Each of the Companies warrants: 3.1 3.2 that it is not insolvent and knows of no circumstance which 3.3 ------The guarantee 4.1 This deed of cross guarantee is now made by \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare .]............................ 4.2 Each of the Companies hereby irrevocably guarantees the performance, obligation, ----, -----4.3 By this deed, every obligation in the Original Contract 4.4 [GHS] may treat each of \blacksquare 4.5 In the event that [GHS] wishes to ••••••••••• 4.6 [GHS] shall continue to communicate with HSystems alone and is under no

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Companies' continuing liabil	5.	Companies'	continuing	ı liabilit
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	5.1	effectiv	ompanies' obligations under this guarantee will remain fully ve = = = = = = = = = = = = = = = = = =
	5.2	The lia	abilities and obligations of
		5.2.1	variation in ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ; ■ ■ ■
		5.2.2	assignment of the Original Contract; or
		5.2.3	insolvency or = = = = = = = = = = = = = = = = = =
		5.2.4	termination of the
		5.2.5	other act, omission, or event whereby (• • • • • • • • • • • • • • • • • •
6.	Cha		terms of the Original Contract
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	6.2	-	t new text]". ule 2 of the Original Contract shall be
			= = = , = = = = = = = = = = = = = = = =
	6.3	[Other	change?]
7.	Rig	hts wa	aived
	Each		Companies waives any rights it may have of first requiring [GHS]

8. Assignment of guarantee

8.1 [GHS] may assign all or any of

8.2 If it does so, then a written notification of •••••, ••••

8.3 In the event of such assignment, all the ***** ****

9. Miscellaneous matters

9.1

9.2

9.3

9.4

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9.5

It shall be deemed to have been delivered:

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Address:

Explanatory notes:

Deed of inter-company cross guarantee

Paragraph specific notes

1.

2.

Draftin

ng notes relating to individual paragraphs
Parties to this agreement
We have used imaginary names to help you to understand the relationships. Of course, you will substitute your own parties full ••••••••••••••••••••••••••••••••••
In these notes, we will assume the party protected by the guarantee is a lender and we will refer by that word. He I I I I I I I I I I I I I I I I I I
Registering a charge
Since the 30 January 2012, the rules relating to registration of charges over personal property and other securities given by companies have been changed. The Personal Property Securities Act 2009 (Cth) (PPS Act) commenced in Australia on 30 January 2012 and established a new system for the registration of security interests in personal property. Prior to personal security reforms, the charges were registered on the Australian Securities and Investment
http://www.ppsr.gov.au/ForBusiness/whyregister/Pages/default.aspx
http://www.ppsr.gov.au/ForBusiness/Howtoregister/Pages/default.aspx
Definitions
You can change these to real \blacksquare
Interpretation
Leave these items in place unless there is a good reason to edit or remove.

Each of these items has been carefully considered

	•••••
3.	Warranties for authority and solvency
	As far as possible we shall protect the lender. He needs to know that each company has passed a resolution to approve this document. These ties in ■ ■
4.	The guarantee
	This is the commercial heart of the agreement. We have provided for [• • • •] • • • • • • • • • • • • • •
5.	Companies' continuing liability
	This covers a
6.	Changed terms of the Original Contract
	You may not need this paragraph. If so, delete all of it. We
	,,
7.	Rights waived
	We have no comment.
8.	Assignment of guarantee
	Normally, an assignment of the rights under a guarantee agreement would require a novation
9.	Miscellaneous matters
	A number of special points. We have identified each of these as important to

These are just as valid in	

End of notes