

AU-LDGgti09

## **Deed of inter-group guarantee of loan**

**This deed of guarantee is dated:** [date]

**It is made by:**

[Super software plc] whose registered office is at: [ ], (“ ”)

And

[Hospital Systems Ltd] whose registered office is at: [ ], (“ ”)

And

[Aero Systems Ltd] whose registered office is at: [ ], (“ ”)

And

[Add names of all companies]

The above named are referred to in this document “ ”

**Background:**

- A. HSystems and Aero are fully owned .
- B. By an agreement dated [date] (the “Original Agreement”) Multicash .
- C. Multicash may be prepared to extend the terms of the Original Agreement in favour of HSystems subject to a - .
- D. This deed of cross guarantee is now made by the Companies to provide additional .

**It is now agreed as follows:**

## **1. Definitions**

In this deed, the following words shall have the following meanings,  
:

“Obligation” means a debt or any other obligation or duty, whether financial or other, due .

## 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 .
- 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,] any obligation of any person arising from this  
;
- 2.8 A reference to the knowledge, information, belief or awareness of any person shall be deemed to include the knowledge, information,  
.
- 2.9 This deed is made only in the English language. If there is any conflict in meaning between the English language version of this deed and any version or  
, .

### 3. Warranties for authority and solvency

Each of the Companies warrants:

- 3.1 that it has the power to enter into this deed and has  
;
- 3.2 that it is not aware of anything within its reasonable control which might  
or will adversely affect  
;
- 3.3 that it is not insolvent and knows of no circumstance which  
.

### 4. The guarantee

- 4.1 By this deed :
  - 4.1.1 each of the Companies hereby irrevocably guarantees the  
Obligations , , ,  
.
  - 4.1.2 every Obligation in the Original Agreement on the  
,  
;
- 4.2 Each of the guarantees provided in this deed shall take effect as a  
guarantee of the whole of the  
.  
,  
.
- 4.3 Multicash may treat each of the Companies in  
.
- 4.4 In the event that Multicash wishes to enforce  
,  
.

4.5 Multicash shall continue to communicate with HSystems

4.6 Any notice served on HSystems

## 5. Companies' continuing liability

5.1 The Companies' Obligations under this guarantee will remain fully

5.2 The liabilities and Obligations

5.2.1 variation in ;

5.2.2 assignment of the Original Agreement; or

5.2.3 insolvency or ;

5.2.4 termination of the ;

5.2.5 other act, omission, or event whereby ( )

## 6. Changed terms of the Original Agreement

6.1 Paragraph 5 :

“[Insert new text]”.

6.2 Schedule 2 of the Original Agreement shall be

“ 2 ( , )”

6.3 [Other change?]

## **7. Additional safeguards for Multicash**

- 7.1 This deed shall not prejudice any right of Multicash
- 7.2 Each of the Companies agrees that while ever any Obligation to
- 7.3 Multicash may record in the account of any of
- 7.4 Accordingly, Multicash may sue any
- 7.5 Each of the Companies warrants that it has taken no security

## **8. Payments from outside Australia**

- 8.1 Each payment made by a Company to
- 8.2 Each payment shall be made without -
- 8.3 If any payment is subject to any tax, the Company shall
- 8.4 If any Company is compelled by law to withhold any money in payment of any

[ 30 ]

8.5 A payment in any currency other than Sterling shall be ( )

## 9. Assignment of guarantee

9.1 Multicash may assign all or any of its

9.2 If it does so, then a written notification ,

9.3 In the event of such assignment, all the

## 10. Miscellaneous matters

10.1 ,

10.2 ,

10.3 ,

10.4 ,

10.5

It shall be deemed to have been delivered:

;

72 ;

24 ;

-

- : 24

-

. [

-

,

]

10.6

,

.

10.7

10.8

,

.

10.9

,

[ ].

[ ] .



**11. This deed of guarantee becomes effective** on the date it is signed.

[  
,  
.  
“ ” .]  
;  
.

Signature:

Witness:

Name:

Address:

OR

[ ]

,  
.

Signature:

Witness:

Name:

Address:

OR

] [ - [ ] ]  
[ ]

Signature:

Witness:

Name:

Address:

# Explanatory notes:

## Deed of inter-group guarantee of loan

## Drafting 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

### 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>

### 1. Definitions

Be careful to complete these definitions absolutely accurately.

### 2. 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. This ties in

**4. The guarantee**

This is the commercial heart of the agreement. We have provided for

**5. Companies' continuing liability**

This covers a number of legal points which

**6. Changed terms of the Original Agreement**

You may not need this paragraph. If so, delete all of it. We have included it so as to give you the opportunity to make change to the agreement if you

If you wish to insert any provision which

**7. Additional safeguards for Multicash**

This paragraph covers a situation where the lender has an ongoing relationship

**8. Payments from outside Australia**

Covers payment in

**9. Assignment of guarantee**

Normally, an assignment of the rights under

## 10. 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**