# Deed of inter-group guarantee of loan

This	deed of guaran	tee is dated: [■■■■]
It is m	nade by:	
[Supe	r software plc] \	whose registered office is at: [ ■ ■ ■ ■ ], (" ■ ■ ■ ■ ")
And		
[Hosp	ital Systems Ltd	d] whose registered office is at: [ ■ ■ ■ ■ ], (" ■ ■ ■ ■ ")
And		
[Aero	Systems Ltd] w	hose registered office is at: [ ■ ■ ■ ■ ], (" ■ ■ ■ ■ ")
And		
[Add r	names of all cor	mpanies]
The a	bove named are	e referred to in this document <b>= = = = = = = = = = = = = = = = = = =</b>
Back	ground:	
A.	HSystems and	A Aero are fully owned ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .
B.	By an agreem	ent dated [date] (the "Original Agreement") Multicash ■ ■ ■ ■
	•••••	
C.	=	be prepared to extend the terms of the Original Agreement in stems subject to a • • • • • • • • • • • • • • • • • •
D.	This deed of c additional ■ ■	ross guarantee is now made by the Companies to provide
It is n	ow agreed as	follows:
1.	Definitions	s
	In this deed, th	ne 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 o 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

4.

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 .................................... . . . . . . . . . . . . . . . . . ; that it is not insolvent and knows of no circumstance which 3.3. .............. The guarantee 4.1. By this deed: 4.1.1 each of the Companies hereby irrevocably guarantees the .............................. 4.1.2 every Obligation in the Original Agreement on the ..... ....................... ......... Each of the guarantees provided in this deed shall take effect as a 4.2. guarantee of the whole of the ------............ 4.3. .............. 4.4. In the event that Multicash wishes to enforce ............ ..............................

		••••	
	4.6.	Any no	otice served on HSystems ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
5.	Con	npanio	es' continuing liability
	5.1.	The Co	ompanies' Obligations under this guarantee will remain fully ■ ■
	5.2.	The lia	abilities and Obligations = = = = = = = = = = :
		5.2.1	variation in <b></b>
		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.	Cha	inged	terms of the Original Agreement
	6.1.	Paragr ■ ■ ■ :	raph 5 • • • • • • • • • • • • • • • • • •
		"[Inser	t new text]".
	6.2.		ule 2 of the Original Agreement shall be
			, = = 2 ( = = = )"

Multicash shall continue to communicate with HSystems  $\blacksquare$   $\blacksquare$   $\blacksquare$   $\blacksquare$   $\blacksquare$ 

4.5.

### 6.3. [Other change?]

7. Addi	itional	safeguards	for	Multicas	h
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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 India

8.3.	If any payment is subject to any tax, the Company shall
0.0	
8.2.	Each payment shall be made without
8.1.	Each payment made by a Company to

	8.5.	A payment in any currency other than Sterling shall be • • • • • • • • • • • • • • • • • •
		••••••
9.	Ass	ignment of guarantee
	9.1.	Multicash may assign all or any of its
	9.2.	If it does so, then a written notification
	9.3.	
10.	Mis	cellaneous matters
	10.1.	
	10.2.	
	10.3.	

..............

10.4.	
10.5.	
	It shall be deemed to have been delivered:
	;
	••••72•••••;
	• • • • • • • • • • • • • • • • • • •
	= = = ].
10.6.	
10.7.	•••••
10.8.	

This deed of	guarantee k	ecomes ef	fective on	the date it is	s signed.	
[		• • • • • •		•••••		
•••••		•••••	 	•••••		J
		• • • • • •		•••••	•••••	
•••••		• • • • • • •	•••.			
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Address:						
OR						
						]
.,				•••••		
	••••					
Signature:						
Witness:						

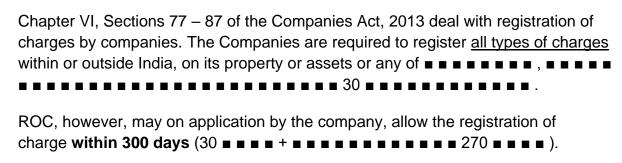
Name:	
Address:	
OR	
	•••••
]	•]
Signature:	
Witness:	
Name:	
Address:	

## **Explanatory notes:**

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

### **General notes**

### Registering a charge



### Paragraph specific notes

Note: numbering refers to paragraph numbers.

#### Parties to this agreement

#### 1. Definitions

Be careful to complete these definitions absolutely accurately.

#### 2. Interpretation

#### 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 $\blacksquare \blacksquare \blacksquare$
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 India
	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**