## **Deed of inter-company cross guarantee**

This c	deed of guarantee is da	ated: [ ■ ■ ■ ■ ]	
It is n	nade by:		
Hospi	tal Systems Ltd whose	e registered office is at: [ ■ ■ ■ ■ ], (" ■ ■ ■ ■ ")	
And			
[Name	e 2 Ltd] whose register	red office is at: [■ ■ ■ ], (" ■ ■ ■ ■ ■ ■ 2 ")	
And			
[Name	e 3 Ltd] whose register	red office is at: [	
And			
[Add ı	names of all companie	s]	
The a	bove named are refer	red to in this document ••••••• ••••••••••••••••••••••••••••	
Back	ground:		
A.	HSystems is a subsid	diary of Supersoftware Inc.	
B.	•	date] ("the Original Contract") terms were agreed and [GHS] whereby HSystems • • • • • • • • • • • • • • • • • • •	
C.	HSystems has install	ed 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	S:	
1.	Definitions		
	In this deed, the following words shall have the following meanings, $\blacksquare$		
	"GHS"	means Great Health Service Limited.	
	"Original Contract"	means a contract dated [date] and made between ■ ■ ■	

### 2. Interpretation

In this deed unless the context otherwise requires:

2.1.	reference to the singular may be interpreted <b>\Bar{B} \Bar{B} \Bar{B} \Bar{B} \Bar{B} \Bar{B} \Bar{B}</b>
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 t 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 $\blacksquare$ $\blacksquare$

## 3. Warranties for authority and solvency

Each	or the Companies warrants:
3.1.	that it has the power = = = = = = = = = = = = = = = ;
3.2.	that it is not aware of anything within
3.3.	that it is not insolvent and knows of no circumstance which
The	guarantee
4.1.	This deed of cross guarantee is now made by
	-]
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 • • • • • • • • • • • • • • • • • • •
	•••••
4.5.	In the event that [GHS] wishes to
	-,
4.6.	[GHS] shall continue to communicate with HSystems alone and is under

<ol><li>Companies' continuing liability</li></ol>
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	5.1.	effectiv	ompanies' obligations under this guarantee will remain fully /e = = = = = = = = = = = = = = = = = = =
	5.2.	The lia	bilities 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 <b></b> ; <b></b>
		5.2.5	other act, omission, or event whereby ( • • • • • • • • • • • • • • • • • •
<b>3</b> .	Cha	nged	terms of the Original Contract
	6.1.	Paragr ■ ■ ■ :	aph 5 = = = = = = = = = = = = = = = = = =
		"[Insert	t new text]".
	6.2.	Sched	ule 2 of the Original Contract shall be
		" = = =	■ 2 ( ■ ■ ■ )"
	6.3.	[Other	change?]
7.	Rigl	hts wa	aived
	Each	of the C	companies waives any rights it may have of first requiring [GHS]

8.	Ass	ignment of guarantee
	8.1.	[GHS] may assign all or any
	8.2.	If it does so, then a written notification of
	8.3.	In the event of such assignment, all the
9.	Miso	cellaneous matters
	9.1.	No amendment or variation to this deed
	9.2.	
	9.3.	
	9.4.	

9.5.	
	It shall be deemed to have been delivered:
	: 72
	24
	••••.[••••••••••••••••••••••••••••••••
9.6.	
	•••••••••
9.7.	••••••
9.8.	
	•
9.9.	

[	
,	
	•••••
	•••;
Signature:	
Witness:	
Name:	
Address:	
OR	
[	
Signature:	
Witness:	
Name:	
Address:	
OR	

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

10.

	 	••]••••]
Signature:		
Witness:		

Name:

Address:

# **Explanatory notes:**

#### Deed of inter-company cross guarantee

## **Drafting notes relating to individual paragraphs**

Partie	s to this agreement		
	We have used imaginary names to help you to understand the relationships. Of course, you will substitute your own parties full ••••••••••••••••••••••••••••••••••		
	se notes, we will assume the party protected by the guarantee is a lender and I refer by that word. He = = = = = = = = = = = = = = = = = =		
1.	Definitions		
	You can change these to real names or abbreviations $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$		
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. These ties in ■ ■		
4.	The guarantee		
	This is the commercial heart of the agreement. We have provided for [ = = = = ] = = = = = = = = = = = = = =		

Companies' continuing liability

5.

	This covers a number of legal points which $\blacksquare$
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**