Deed of inter-group guarantee of loan

This o	deed of guarantee is	dated: [• • •]
It is m	nade by:	
[Supe	r software plc] whose	registered office is at: [■ ■ ■], (" ■ ■ ■ ")
And		
[Hosp	ital Systems Ltd] who	se registered office is at: [■ ■ ■ ■], (" ■ ■ ■ ■ ")
And		
[Aero	Systems Ltd] whose	registered office is at: [■ ■ ■ ■], (" ■ ■ ■ ■ ")
And		
[Add r	names of all companie	es]
The al	bove named are refer	rred to in this document
Backo	ground:	
A.	HSystems and Aero	are fully owned ••••••.
B.	By an agreement da	ted [date] (the "Original Agreement") Multicash ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
C.		epared to extend the terms of the Original Agreement in subject to a • • • • • • • • • • • • • • • • • •
D.	This deed of cross g additional ■ ■ ■ ■	uarantee is now made by the Companies to provide
It is n	ow agreed as follow	s:
1.	Definitions	
	In this deed, the follo	owing 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 I I I I I I I I I I I I I I I I I I
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.

⊨acn	or the Co	ompanies warrants:
3.1.	that it h	as the power
3.2.		s not aware of anything within ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
3.3.	that it is	s not insolvent and knows of no circumstance which
The	guara	intee
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.	guaran	f the guarantees provided in this deed shall take effect as a tee of the whole of the
	,	
4.3.		sh may treat each of the Companies in
<i>1</i> 4		vent that Multipools wisk so to sufere.
4.4.		event that Multicash wishes to enforce

	4.6.	Any no	otice served on HSystems
5.	Con	npanio	es' continuing liability
	5.1.		ompanies' Obligations under this guarantee will remain fully ■ ■
	5.2.	The lia	bilities and Obligations • • • • • • • • • • • • • • • • • • •
		5.2.1	variation in • • • • • • • • • • • • • • • ; •
		5.2.2	assignment of the Original Agreement; or
		5.2.3	insolvency or \blacksquare
		5.2.4	termination of the
		5.2.5	other act, omission, or event whereby (
6.	Cha	nged	terms of the Original Agreement
	6.1.	Paragr ■ ■ ■ :	aph 5
		"[Inser	t new text]".
	6.2.		ule 2 of the Original Agreement shall be • • • • • • • • • • • • • • • • • •

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

4.5.

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 South Africa

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

		[30]
	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.	
	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 : 24
10.6.	
10.7.	
10.8.	

10.9.
This deed of guarantee becomes effective on the date it is signed.
Signature:
Witness:
Name:
Address:
OR
Signature:

Witness:	
Name:	
Address:	
OR	
]	
	-
Signature:	
NAP.	
Witness:	
Name:	
Address:	

Explanatory notes:

Deed of inter-group guarantee of loan

Paragraph specific notes

Note: numbering refers to paragraph numbers.

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

THE REPORT OF THE PROPERTY OF

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

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 South Africa
	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 jus	t as val	id in ■ ■	 	 	•••	 	

End of notes