

# DEED OF GUARANTEE

THIS DEED OF GUARANTEE  
is made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_  
BETWEEN:

I, \_\_\_\_\_  
(hereinafter referred to as "the 'Guarantor" which  
expression shall wherever the context so admits  
include his/her legal or personal representatives,  
heirs, executors and assigns ') of the ONE PART  
and REAL POSITIVE FRIENDS CONCEPT of 31,  
Oba Abimbola Road, Felele, Ibadan, Nigeria  
(hereinafter referred to as "the creditor" which  
expression shall wherever the context so admits  
include its successors-in-title and assigns of the  
OTHER PART

NOW IT IS HEREBY AGREED as follows:

1.As an inducement to the Creditor to extend credit  
to \_\_\_\_\_  
(hereinafter referred to as "the 'customer" which  
expression shall wherever the context so admits  
include his/her legal or personal representatives,  
heirs, executors and assigns ') the Guarantor  
unconditionally guarantees to the Creditor the prompt  
and punctual payment of all sums and the discharge  
of all obligations due to the Creditor from the  
Customer, whether such indebtedness or obligations  
shall exist at the date of this agreement or arise  
hereafter, and whether such indebtedness  
or obligations be actual or contingent, or whether  
it be by way of primary liability or under a guarantee  
and whether the Customer be solely liable or liable  
jointly or jointly and severally with any other person  
or persons.

2. The Guarantor agrees to remain fully bound under  
this Guarantee, notwithstanding any existence,  
giving of time, forbearance, indulgence or waiver,  
or release or discharge to the Customer or the  
substitution or the release or substitution of any  
surety or collateral or security for the debt.  
In the event of default, the Creditor may seek  
payment directly from the Guarantor without need  
to proceed first against the Creditor.

3.The obligations of the Guarantor shall be as a  
principal debtor and will arise whether or not  
the Customer is in default of any obligation.

4.The Guarantor shall pay all costs incurred by  
the Creditor in enforcing the performance of the  
obligations of the Customer to discharge its  
indebtedness and other obligations to the Creditor.  
The Guarantor shall further pay all costs incurred by  
the Creditor in enforcing this Guarantee.

5. This guarantee shall not be terminated or  
determined by the Guarantor unless the Lender has  
fully paid its indebtedness to the Creditor..

6.The person signing on behalf of the Guarantor  
warrants and represents he/she has full authority to  
bind the Guarantor to the Guarantee.

7.Until all debts of the Customer are fully paid,  
the Guarantor shall not exercise any rights of  
subrogation or set-off in competition with the Creditor.

8.This guarantee shall be binding upon and inure to  
the benefit of the parties, their successors and assigns.

9.This guarantee is subject to Nigerian Law and the  
parties agree to submit to the exclusive jurisdiction of  
the Nigerian courts in connection with any dispute  
hereunder.

IN WITNESS OF WHICH the parties have signed this  
agreement the day and year first above written

Signed by the Guarantor \_\_\_\_\_

Address \_\_\_\_\_

E-mail \_\_\_\_\_

Phone Number \_\_\_\_\_

In the presence of (witness)

Name \_\_\_\_\_

Address \_\_\_\_\_

Sign \_\_\_\_\_

Phone Number \_\_\_\_\_

Signed for Real Positive Friends Concept  
(official use only)

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_