

- V. This guaranty is continuous and shall be in force till the sum is liquidated by borrower or the Guarantor in the event of default by the borrower;
- VI. This is a guaranty of payment and not of collection and the Guarantor further waives any right to require that any action be brought against the Borrower in the event of default;
- VII. No delay on the part of Creditor in exercising any rights hereunder or failure to exercise the same shall operate as a waiver of such rights;
- VIII. The Guarantor is only relieved of his obligations under this Agreement when the Borrower liquidates his debt;
- IX. If any part of this Agreement is declared invalid by a Law Court, that part shall be severed and the remaining part shall continue to be binding on the parties;
- X. This guaranty is a contract entered into pursuant to the laws of the Federal Republic of Nigeria and shall be in all respects governed, construed, applied and enforced in accordance with the said laws.

**IN WITNESS OF WHICH THE PARTIES HAVE SET THEIR HANDS AND SEALS THIS DAY**

\_\_\_\_\_  
**Name of Guarantor & SIGNATURE**

**In the presence of (WITNESS TO GUARANTOR):**

**Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_

\_\_\_\_\_  
**Name of Borrower & SIGNATURE**

**In the presence of (WITNESS TO BORROWER):**

**Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_

*The common seal of PLURAL CAPITAL LTD is herein attached in the presence of*

\_\_\_\_\_  
**Managing Director**

\_\_\_\_\_  
**General manager**



# GUARANTOR'S FORM

**GUARANTOR'S FORM**



**Title:** Mr.  Mrs.  Miss.  Others

**First Name:** \_\_\_\_\_

**Middle Name:** \_\_\_\_\_ **Surname:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_

**Marital Status:** Single  Married  Separated

**Gender:** Male  Female  **Phone No.:** \_\_\_\_\_

**Residential Address:** \_\_\_\_\_

**Personal E-mail:** \_\_\_\_\_

**Employer's Name:** \_\_\_\_\_

**Office Address:** \_\_\_\_\_

**Official email:** \_\_\_\_\_

**Position held:** \_\_\_\_\_

Net monthly Income (Please tick as appropriate)

**N100,000 - N200,000**  **N201,000 - N300,000**

**N301,000 - N400,000**  **N401,000 - N500,000**

**N501,000 - N750,000**  **N751,000 - Above**

Are you currently a Guarantor for a customer in any Bank or Financial Institution?  
Yes  No

If YES, state the Name of the Financial Institution and the amount guaranteed  
Name of Financial Institution: \_\_\_\_\_  
Amount: \_\_\_\_\_ NGN \_\_\_\_\_

**DECLARATION:**

I \_\_\_\_\_ of the above information hereby Guarantee that Mr. / Mrs. \_\_\_\_\_ of \_\_\_\_\_ shall liquidate the loan/facility of NGN \_\_\_\_\_ in word \_\_\_\_\_ granted to him / her on the \_\_\_\_\_ day of \_\_\_\_\_ 2020.

I undertake to REPAY to **PLURAL CAPITAL LTD** the value of the loan/facility or any indebtedness, other charges and ALL associated cost of debt recovery / charges on behalf of the above-mentioned borrower upon any single default. I also attest to the fact that I am fully informed and privy to this transaction between **PLURAL CAPITAL LTD** and the borrower.

Attached to this form is the copy of my valid identity card and postdated cheque



**Guarantor's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**THIS GUARANTEE** dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**BETWEEN**

\_\_\_\_\_ of \_\_\_\_\_, herein known as the "Guarantor"

**AND**

\_\_\_\_\_ of \_\_\_\_\_ herein known as the "Borrower"

**AND**

**Plural Capital Ltd** of #83, Adeniran Ogunsanya Street, Surulere, Lagos State, Nigeria herein known as the Lender.

WHEREAS,

A. The Lender is a Company incorporated under the laws of the Federal Republic of Nigeria with its registered office at #83, Adeniran Ogunsanya Street, Surulere, Lagos and licensed to carry on business as asset managers. Amongst others, its duties include managing portfolios and granting loan facilities to deserving borrowers;

B. The Borrower desires to obtain a credit facility or a continuation of credit from **Plural Capital Ltd** and has applied for the sum of NGN \_\_\_\_\_

C. Creditor is unwilling to extend or continue credit to the Borrower unless it receives a guaranty from the Guarantor covering the Liabilities of the Borrower to Creditor, as hereinafter defined.

THEREFORE, in consideration of the premises and consideration to induce Creditor advance the loan in its discretion or continue the credit unconditionally to the borrower, it is explicitly understood and agreed by all parties to this Agreement that:

I. The Guarantor personally guarantees the prompt, full and complete payment and liquidation of the borrower's indebtedness (the "Debt") to the Lender in the sum of NGN \_\_\_\_\_ under a Loan Agreement dated the \_\_\_ day of \_\_\_\_\_, 20\_\_ between the Borrower and Lender (the "Agreement") and in addition to the following terms and conditions:

II. The Guarantor guarantees that Debtor will promptly pay the full amount of principal and interest of the Debt as in accordance to the terms and conditions of the Loan and as contained in the Schedule of the Loan Agreement;

III. The Guarantor agrees not to pledge, mortgage, sell or otherwise transfer all or substantially all of Guarantor's assets without the prior written consent of the Lender;

IV. The Guarantor agrees that upon a notice of default of the borrower accompanied by a written notice of demand, the Guarantor shall reimburse **Plural Capital Ltd** for all expenses (including legal fees) incurred by Creditor in connection with any of the Liabilities of the Borrower or the collection thereof;