



### PROMISSORY NOTE

For value received, I/we, jointly and severally, promise to pay AG Finance, Inc. through its authorized collection agent, **PHILIPPINE CANADIAN HOLDING LTD.**, or order the sum of US DOLLARS: \_\_\_\_\_ (US\$ \_\_\_\_\_) with interest rate of \_\_\_\_\_ percent (\_\_\_\_%) per month for \_\_\_\_\_ (\_\_\_\_) months from \_\_\_\_\_ to \_\_\_\_\_; payable in \_\_\_\_\_ (\_\_\_\_) post dated check/s representing monthly amortization of US DOLLARS: \_\_\_\_\_ (US\$ \_\_\_\_\_); the payment to start on \_\_\_\_\_ and a like amount every month thereafter until \_\_\_\_\_. The maker shall issue post-dated checks (PDCs) drawn from his/her payroll checking bank account in the United States of America (USA) not later than \_\_\_\_\_. Failure to do so constitute a default.

In case of any default in payment as herein agreed, the entire balance of this note shall become immediately due and payable, at the option of the holder. Each party to this note, whether as maker and co-maker, severally waives presentation of payment, demand, protest and notice of protest and dishonor of the same.

A late payment charge of \_\_\_\_\_ percent (\_\_\_\_%) of the amount due compounded per month shall be added to the outstanding balance from due date thereof until fully paid.

I/We understand that I will be charged an additional FIFTY DOLLARS (US\$50.00) bounced check fee on the amount due on top of \_\_\_\_\_ percent (\_\_\_\_%) penalty charge.

I/We understand that I/we may pre-terminate this loan agreement with AG Finance provided that I/we pay the Loan in full together with accrued interest thereon up to prepayment date and, including a penalty on the amount prepaid at the rate of five percent (5%)

I/We hereby expressly consent to any extension, substitution, surrender of collateral, if any, forbearance and / or renewals hereof in whole or in part and / or part and /or partial payments on this note which may be granted to any one of us without notice and / or without consent and without need of executing a new or a renewal note; and therefore, such fact shall not relieve me/us from my/our liability under this note.

It is understood that any partial payment or performance on this note or any extension granted will not alter or vary the terms of the original conditions of the obligation nor discharge the same and such partial payment or performance shall be considered as a written acknowledgement of this obligation which shall interrupt the period of prescription. For such partial payment or extension granted, I/We jointly and severally agree to pay a penalty of \_\_\_\_\_ percent (\_\_\_\_%) per month on the outstanding balance until paid.

It is further agreed by party hereto, that in case payment shall not be made at maturity, I/We shall pay, in addition to the aggregate of the principal amount and interest due, the cost of collection, and attorney's fees in an amount equal to twenty -five percent (25%) of the principal and interest due on this note, but such charge in no even to be less than US DOLLAR: fifty (\$50.00).

Upon the separation of the borrower with his/her employer, AG Finance reserves the right to collect the balance of the principal in addition to all outstanding and accrued interest and charges from the borrower's last pay. I/We hereby appoint AG Finance, Inc. as our attorney-in-fact to collect the same and hereby confirm and ratify all the acts of my attorney by virtue hereof.

I/we expressly agree that all legal actions arising out of this NOTE may be brought in or submitted exclusively to the jurisdiction of the proper court of Pasig City or anywhere in the Philippines at the discretion of AG FINANCE. The parties are hereby waiving any other venue.

I/We acknowledge having carefully read and understood the entire promissory note prior to affixing my/our signature thereon and agree to all the terms and conditions as stipulated therein.

\_\_\_\_\_  
**BORROWER**  
(Signature Over Printed Name)

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**CO-MAKER 1**  
(Signature Over Printed Name)

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**CO-MAKER 2**  
(Signature Over Printed Name)

\_\_\_\_\_  
**Address**

SUBSCRIBED AND SWORN TO BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ \_\_\_ affiant exhibiting to me the following:

Name	Community Tax Certificate No.	Place and Date of Issue
Borrower _____	_____	_____
Co-Maker(1) _____	_____	_____
Co-Maker(2) _____	_____	_____

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of \_\_\_\_\_;

\_\_\_\_\_  
NOTARY PUBLIC

**AG FINANCE, INCORPORATED**  
**DISCLOSURE STATEMENT OF LOAN/CREDIT TRANSACTION**  
(As required under R.A. 3765, Truth in Lending Act)

Name of Borrower: \_\_\_\_\_  
Address: \_\_\_\_\_

- |    |   |                  |       |
|----|---|------------------|-------|
| 1. | Cash/Purchase Price   |                  | _____ |
| 2. | Less: Downpayment and/or Trade-in Value   |                  | _____ |
| 3. | Unpaid Balance of Cash/Purchase or Net Proceeds of loan   |                  | _____ |
| 4. | Non-Finance Charges   |                  |       |
|    | a. Insurance Premium  | _____            |       |
|    | b. Taxes  | _____            |       |
|    | c. Processing Fee   | _____            |       |
|    | d. Documentary Stamps   | _____            |       |
|    | e. Notarial Fee   | _____            |       |
|    | f. Others   | _____            | _____ |
|    | <b>Total Non-Finance Charges</b>  |                  | _____ |
| 5. | Amount to be Financed   |                  | _____ |
| 6. | Finance Charges   |                  | _____ |
|    | a. Interest: _____ % p.a. From _____ to _____   |                  | _____ |
|    | ( ) Simple ( ) 4 Months   |                  |       |
|    | ( ) Compound ( ) 6 Months   |                  |       |
|    |   | ( ) 9 Months     |       |
|    |   | ( ) 12 Months    |       |
|    |   | ( ) Others _____ |       |
|    | b. Discounts  | _____            |       |
|    | c. Service/Handling Charges   | _____            |       |
|    | d. Collection Charges   | _____            |       |
|    | e. Credit Investigation Fees  | _____            |       |
|    | f. Appraisal Fees   | _____            |       |
|    | g. Attorney's/Legal Fees  | _____            |       |
|    | h. Other Charges Incident to the extension of credit (specify)  | _____            |       |
|    | _____   | _____            |       |
|    | _____   | _____            | _____ |
|    | <b>Total Finance Charges</b>  |                  | _____ |
| 7. | Percentage of Finance Charges to Total Amount Financed<br>(Computed in accordance with Sec. 2 (I) of CB Circular 158) | _____ %          |       |
| 8. | Effective Interest Rate as per ff: computation  | _____ %          |       |
| 9. | Total Installment Payments<br>(Payable in _____ monthly amortization @ _____)   |                  | _____ |

**CERTIFIED CORRECT:**

**I ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT PRIOR TO THE CONSUMMATION OF THE CREDIT TRANSACTION AND THAT I UNDERSTAND AND FULLY AGREE TO THE TERMS AND CONDITIONS THEREOF:**

	<b>CREDITOR/AUTHORIZED REPRESENTATIVE</b> _____ <i>(Signature Over Printed Name)</i>
	<b>BORROWER</b> _____ <i>(Signature Over Printed Name)</i>
	<b>CO-MAKER 1</b> _____ <i>(Signature Over Printed Name)</i>
	<b>CO-MAKER 2</b> _____ <i>(Signature Over Printed Name)</i>