

1. Plaintiff Philippine Savings Bank (PSBANK for brevity), is a thrift banking corporation organized and existing under Philippine Laws, with principal office and place of business at 4TH Floor PSBank Center, #777 Paseo de Roxas cor. Sedefo St., Makati City with branch located at CIFRA Bldg 641 Boni Avenue Mandaluyong City;

2. Defendant/s SPS. MARICRIS M. VELASCO AND MARK VINCENT F. VELASCO, Filipino, of legal age, with given address at BLK13, LOT20, CITTA MARIA, DARASA TANAUAN BATANGAS where he/she/they may be served with summons and other judicial processes;

3. Defendant John Doe, whose real name and address is unknown to the plaintiff, is whoever may be in actual possession of the motor vehicle described below if it is not in the custody of the defendants;

4. For value received, the defendants jointly and severally executed and delivered to plaintiff a Promissory Note (ANNEX A) dated NOVEMBER 11, 2015 with a face amount of P976,000.00 payable in 60 months at a monthly installment of P16,266.67 beginning DECEMBER 10, 2015 and on the 10TH day of every succeeding month thereafter, with late payment penalty of 5% per month from due date until the entire obligation is fully paid.

5. To secure the payment of the Promissory Note, the defendants also executed in favor of the plaintiff, a Chattel Mortgage dated on NOVEMBER 11, 2015 over the motor vehicle described below:

MAKE/TYPE : 2016 NISSAN URVAN NV350  
MOTOR NO. : YD25383169A  
SERIAL NO. : JN1TC2E26Z0004832

together with the body built or that may be built thereon and all the equipment, attachments and accessories which may now or from time to time be used with, added to or attached to the motor vehicle;

6. In the Promissory Note with Chattel Mortgage, it is stipulated among others that the default in the payment of any installment / other stipulated charges due and/or the violation of other terms and conditions shall make the unpaid balance at the time of such default, immediately due and payable and shall entitle the plaintiff, to obtain possession of the mortgaged motor vehicle from the defendants who are bound, on demand, to deliver the same to the plaintiff for purposes of foreclosure, and who may foreclose such mortgaged motor vehicle at any place where it may be found or situated or where the plaintiff may have its principal or branch office;

7. Defendants violated the terms and conditions of the Promissory Note and Chattel Mortgage when they failed to pay at least two monthly installments falling due on NOVEMBER 10, 2016 and subsequent installments plus other stipulated charges if any;

8. Notwithstanding the waiver of the defendant/s in the Promissory Note with Chattel Mortgage to receive a demand before the filing of the complaint, plaintiff still sent oral and/or written demands upon the defendant/s to surrender the subject mortgaged motor vehicle for purposes of foreclosure to satisfy defendant/s obligation, or to pay his/her/their loan obligation. However, despite the said oral and/or written demands upon the defendant/s, he/she/they still failed and continued to refuse to pay his/her/their loan obligation. A copy of the Demand Letter dated JANUARY 11, 2017 is hereto attached as Annex B. Total amount due and collectible as of FEBRUARY 17, 2017 is at P1,086,404.48 inclusive of penalties, interest, attorney's fees and exclusive of accruing other charges and legal expenses, as per Statement of Account dated FEBRUARY 17, 2017 attached hereto as Annex C.

9. The Promissory Note and Chattel Mortgage further stipulate that any legal action arising from there, may be instituted at plaintiff's option, in the court of competent jurisdiction in Metro Manila or in any province, city or municipality where plaintiff has a branch office;

10. Pursuant to Sec. 2 Rule 60 of the Revised Rules of Court and in support of plaintiff's application for a preliminary writ of replevin attached is plaintiff's Affidavit of Merit;

11. Plaintiff is willing to file good, sufficient and solvent bond executed to the defendants in an amount double the actual market value of P976,000.00 of the mortgaged motor vehicle to warrant its return to the defendants if its return be adjudged and for the payment of the defendants of such sums as they may recover from the plaintiff.

**ALTERNATIVE CAUSE OF ACTION**

1. Plaintiff incorporates herein by reference, the preceding paragraphs;

2. In the event that the mortgaged motor vehicle cannot be found, seized and foreclosed, that the defendants, their successors, assigns and such other persons as may be required by law, be held liable, jointly and severally to pay total amount due and collectible amounting to P1,086,404.48 inclusive of penalties, interest, attorney's fees and exclusive of accruing other charges and legal expenses under the Promissory Note with Chattel Mortgage from due date until fully paid.

**PRAYER**

ACCORDINGLY, it is respectfully prayed that:

1. A writ of replevin be issued ordering the seizure of the mortgaged motor vehicle, complete with all its equipment, attachments and accessories from the defendants and its delivery to the plaintiff for purposes of foreclosure, to satisfy defendant/s obligation;

2. Judgement be rendered confirming and ratifying as legal and valid the seizure of the mortgaged motor vehicle and its delivery to plaintiff for purposes of extra judicial foreclosure, in accordance with the provisions of the Chattel Mortgage;

3. On the alternative cause of action, in the event that the mortgaged motor vehicle cannot be recovered and delivered to plaintiff, to render judgement in favor of the plaintiff, ordering defendants, jointly and severally, to pay plaintiff total amount

ANNEX A

|   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |     |
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| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |
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PTR No. 5929062, 1/12/17, Makati  
Roll No. 48305  
MCLE Compliance No. V-0020305, 4/11/16  
Tel No. 9858208 email: niavila@psbank.com.ph

**AFFIDAVIT OF MERIT TO SUPPORT APPLICATION FOR WRIT OF REPLEVIN AND VERIFICATION/CERTIFICATION OF NON-FORUM SHOPPING**

I, JOAN F. TAGNIEZ, of legal age, Filipino and with postal address at 4th Floor, PSBank Centre, 777 Paseo de Roxas St., corner Sedefo St., Makati City, after having been sworn in accordance with law, hereby depose and state that:

- I cause the preparation of the complaint read the contents thereof, and all allegations therein are true and correct based on my personal knowledge and authenticated record/documents under the possession of PSBank;
- Philippine Savings Bank is the mortgagee/assignee under a Chattel Mortgage dated on NOVEMBER 11, 2015 of the motor vehicle described below:  
MAKE/TYPE : 2016 NISSAN URVAN NV350  
MOTOR NO. : YD25383169A  
SERIAL NO. : JN1TC2E26Z0004832  
with all its equipment, attachments and accessories which defendants mortgaged to secure the payment of a Promissory Note with a face amount of P976,000.00 payable in 60 months at a monthly installment of P16,266.67 beginning DECEMBER 10, 2015 and on the 10TH day of every succeeding month thereafter until fully paid;
- The estimated market value of the mortgaged motor vehicle is approximately P976,000.00;
- In the Promissory Note with Chattel Mortgage, it is stipulated among others, that the default in the payment of any installment / other stipulated charges due and/or the violation of other terms and conditions shall make the unpaid balance, at the time of such default, immediately due and payable and shall entitle the plaintiff, to obtain possession of the mortgaged motor vehicle from the defendants who are bound, on demand, to deliver the same to the plaintiff for purposes of foreclosure and who may foreclose such mortgaged motor vehicle at any place where it may be found or situated or where the plaintiff as mortgagee/assignee may have its principal or branch office;
- Defendants defaulted/violated the terms and conditions of the Promissory Note and Chattel Mortgage when they failed to pay at least two (2) monthly installments due thereon and subsequently installments;
- In view of defendants' default / violation, plaintiff has become entitled to the possession of the mortgaged motor vehicle which the defendants appear to have wrongfully detained to defraud plaintiff's mortgage lien thereon, when they failed and/or refused to deliver the same to the plaintiff for purposes of foreclosure, despite oral and/or written demands, contrary to the provisions of the Chattel Mortgage;
- The mortgaged motor vehicle has not been taken for any tax assessment or fine pursuant to law, or seized under an attachment or execution against the property of the plaintiff or if so seized, the same is exempt from such seizure;
- Plaintiff is willing to file a good, sufficient and solvent bond executed to the defendants in an amount double the actual value of the mortgaged motor vehicle to warrant its return to the defendants, if its return be adjudged, and for the payment of the defendants of such amounts as they may recover from the plaintiff on the action; and
- I further certify that plaintiff has not commenced any other action or proceeding involving the same issue in another tribunal or agency; that to the best of my knowledge, no such action or proceeding is pending in the Supreme Court, the Court of Appeals, the Regional Trial Court, or any other tribunal or agency, and that if I should thereafter learn that a similar action or proceeding has been filed or is pending before the Supreme Court, the Court of Appeals, the Regional Trial Court or any other tribunal or agency, I undertake to promptly inform the Honorable Court of that fact within five (5) days from my knowledge thereof.

(SGD.) JOAN F. TAGNIEZ  
Affiant

SUBSCRIBED AND SWORN to before me this 21 FEB 2017, MAKATI CITY; affiant exhibiting to me her Passport with No. ECS913643 issued by Department of Foreign Affairs valid until November 6, 2020.

Doc. No. 110;  
Page No. 23;  
Book No. 15;  
Series of 2017.

(SGD.) ATTY. ROMEO S. MASANGYA, JR.  
NOTARY PUBLIC FOR MAKATI CITY  
APPOINTMENT NO: M-42 UNTIL DECEMBER 31, 2018  
MCLE COMPLIANCE NO. V-0003774, SEPT. 25 '14  
IBP NO. 1044224, 10/28/16 MAKATI CITY  
PTR NO. 5909084, 01/03/17 MAKATI CITY  
17TH FLR. PSBANK CENTER NO. 777 PASEO DE ROXAS COR. SEDEFNO ST., MAKATI CITY  
Tel. no. (02) 511-8042  
ROLL NO. 45164

**ATLAS Mining**

NOTICE OF THE  
2019 ANNUAL GENERAL MEETING OF SHAREHOLDERS

Notice is hereby given that *Atlas Consolidated Mining and Development Corporation* (AT or the Corporation) will hold its Annual General Meeting of Shareholders for 2019 ("AGM" or the "Meeting") on 7 May 2019, 3:00 p.m. at the Bay Ballroom, One Esplanade Building, Seaside corner J.W. Diokno Boulevard, Mall of Asia Complex, Pasay City.

Call to Order  
Proof of Notice of Meeting & Determination of Quorum

**AGENDA**

- Approval of the Minutes of the Annual General Meeting of Shareholders (AGM) held on 26 April 2018
- Approval of the Annual Report and Audited Financial Statements for 2018
- Election of Directors (including Independent Directors) for 2019-2020
- Ratification of Acts and Resolutions of the Board of Directors, Board Committees and Management
- Appointment of External Auditor
- Other Matters

Adjournment

Enclosed are the rationale for the Agenda items for reference.

Only Shareholders of record as of 14 March 2019 are entitled to receive notice of, and to vote at, the Meeting. The Shareholders' list will be available for inspection at the Corporation's principal office located at 5F FiveE-com Center, Palm Coast Avenue corner Pacific Drive, Mall of Asia Complex, Pasay City 1300 (the "Office"). The Stock and Transfer Book of the Corporation will not be closed.

Any Shareholder who wishes to authorize a proxy to act for and in his/her behalf during the Meeting must submit a duly accomplished proxy (which need not be notarized) to the Office on or before 26 April 2019. Validation of proxies is set on 2 May 2019. Please bring proper identification card/s to facilitate registration which will start at 2:00 p.m. Pasay City, Metro Manila, 7 March 2019.

Thank you.

*Maria Eleonor A. Santiago*  
Assistant Corporate Secretary

**EXPLANATION OF AGENDA ITEMS**

*Proof of Notice of Meeting and Determination of Quorum:*

The Corporate Secretary will certify (i) that copies of the Notice and Agenda of the AGM with the Information Statement (IS) were sent to Shareholders, (ii) the publication of the Notice and Agenda in newspapers of general circulation, and (iii) the existence of a quorum. The Shareholders present, in person or by proxy, representing a majority of the outstanding capital stock shall constitute a quorum for the transaction of business.

*Approval of the Minutes of the AGM on 26 April 2018:*

A copy of the Minutes of the AGM held on 26 April 2018 was posted on the Corporation's Website ([www.atlasmining.com.ph](http://www.atlasmining.com.ph)) immediately after the meeting. A resolution approving the minutes will be presented to the Shareholders for confirmation.

*2018 Annual Report and Audited Financial Statements:*

The President will report on the Corporation's financial and operating results for the year 2018 (the Annual Report). The Audited Financial Statements (AFS) as of 31 December 2018 and Annual Report are covered in the IS sent to Shareholders at least fifteen (15) business days prior to the AGM. The AFS as audited by the external auditor, *Sycip Gorres Velayo & Company* (SGV), have been reviewed and approved by the Audit Committee (AuditCom) and the Board of Directors (BOD). A resolution noting and approving the Report and AFS will be presented to the Shareholders for approval.

*Election of Directors (including Independent Directors):*

The nominated directors were determined to be qualified and competent for election as directors for 2019-2020 by the Corporate Governance Committee (CGCom) after their qualifications were duly reviewed. The list of nominees and their profiles are provided in the IS and in the Corporation Website ([www.atlasmining.com.ph](http://www.atlasmining.com.ph)) for the information and examination by the Shareholders. The CGCom recommends their election.

*Ratification of Acts and Resolutions of the Board of Directors (BOD) and Management for 2018:*

All acts, resolutions and proceedings of the BOD, the BOD Committees and the Management of AT from the date of the last AGM to the date of this Meeting, including all significant related party transactions if any, will be presented to the Shareholders for ratification. A resolution noting, approving and ratifying all acts, resolutions and proceedings of Management, the BOD Committees and BOD will be presented to the Shareholders for approval.

*Re-appointment of SGV as External Auditor:*

The BOD, based on the recommendation of the AuditCom, endorses the re-appointment of SGV as the Corporation's external auditor for 2019. The Shareholders are also requested to delegate to the BOD the authority to approve the appropriate audit fee for 2019.

*Other Matters:*

Other business as may properly come before the meeting may be raised. The Chairman will decide whether such business may be properly taken up in the meeting or in another Shareholders' meeting or other proper forum.

be present at this side event... in the interest of our bilateral relations and continued multilateral cooperation."

HRW slammed these "threats," with the organization's Geneva director John Fisher warning that the public outcry over the treatment of Muslim minorities had "sent China into panic mode."

Chinese officials, he said in a statement, were now "using public as well as private pressure to block concerted international action."

The Chinese mission did not immediately respond to a request for confirmation and comment.

But several diplomats confirmed that their missions had received the letter ahead of the event.

It took place on the sidelines of the rights council's three-week session and focused on allegations that upwards of one million Uighurs and other mostly Muslim Turkic minorities are being held in detention centers in Xinjiang.

China maintains instead that the Uighurs and others were at "campuses" for vocational training set up to counter radicalization.

Xinjiang, which shares a border with several countries including Pakistan and Afghanistan, has long seen violent unrest, which China claims is orchestrated by an orga-

"When you see how few countries spoke up about Xinjiang, I am sure it did have an effect," the diplomat added.

"They are not staying idle," another Western diplomat said.

HRW also charged that China had intentionally pushed friendly states to flood the speakers' list for the 20 minutes allocated to countries' concluding remarks.

Nearly 100 countries requested the right to speak — over three times more than usual in this situation — but only 13 were permitted to take the floor.

In advance, the rights council drew the name of the first country, Mali, from a hat, and from there countries were called upon in alphabetical order, through to the Philippines.

This meant that most critical voices from Europe and North America were not called upon, with only Norway speaking up against China's Xinjiang policies.

Nongovernment organizations were also given a chance to speak, but there too, groups praising China grabbed six of the 10 available speaking slots.

"It speaks volumes that China felt it necessary to twist arms and mount propaganda displays to try to suppress scrutiny of its rights record," Fisher said.

**AFP**

**CASHING IN**

An employee of a department store displays sweets designed with the new era name 'Reiwa' in Yokohama, Japan.

**AFP / JIJI PRESS**