Amended Articles of Cooperation of 1 Cooperative Insurance System of the Philippines Life and General Insurance (1CISP)

KNOW ALL MEN BY THESE PRESENTS:

We, the undersigned, of legal age, citizens and residents of the Philippines, duly authorized representative of our respective cooperatives, all of legal age and Filipino citizens, this 25th day of January, 1974, in Quezon City, voluntarily associated ourselves together to form a Secondary Cooperative, under the laws of the Republic of the Philippines.

AND WE HEREBY CERTIFY:

ARTICLE I NAME OF THE COOPERATIVE

The name of this cooperative shall be "1 Cooperative Insurance System of the Philippines Life and General Insurance" herein referred to as "1 CISP."

ARTICLE II PURPOSES

The purposes for which 1CISP is formed are:

- a. To promote and engage in the service of life and general insurance as a cooperative undertaking, including all its various types, kinds, branches, divisions, and other incidents thereof, either singly or any combination thereof, together with loan payment protection, savings incentive plans, and any/all other schemes contingent on life, casualty, property, marine, surety, calamity, and other allied undertakings, to operate its life and general insurance businesses as separate going concerns or under composite authority, as determined to be most beneficial to 1CISP, and to act as holding entity in a holding company system under the Insurance Code and fulfill its requirements as such when institutional objectives and other exigencies so require;
- b. To encourage and promote thrift, cooperation, and self-help among its members and the individual members of its member-societies, including its policyholders, and to accept trusts and/or trust deposits from such persons;
- c. To engage in the services of insurance against personal injuries caused by accident, loss of health, or incapacity from physical causes of any description, whether alone or in combination with life insurance;
- d. To grant assurance of all kinds of payment of money by way of single or several payments or by way of annuities, immediate or deferred, upon the death of or attainment of a definite age by any person or persons, subject or not to such death or attainment of a definite age occurring during the lifetime of any other person or persons, or subject to or upon the happening of any contingency or event dependent upon human life;
- e. To acquire or extinguish by purchase, surrender, or otherwise any policy and/or grant of contract insured entered into, or taken over by 1CISP;

- f. To create and establish out of the revenues, or properties of 1CISP such funds, trusts, or conveniences for the benefit of any class of its policyholders or their beneficiaries or dependents, annuitants, or creditors over such funds, trusts, or conveniences subject to such terms and conditions as may be set forth within the limits allowed by law;
- g. To grant loans to policyholders on security of their policies or to member-cooperatives on such terms and conditions set by 1CISP, subject to the requirements of law and regulations;
- h. To modify, amend, renew, or revive the duration and/or value of policies on such terms and conditions as may be deemed expedient;
- i. To borrow, raise, or obtain funds to support or carry out its objects and purposes and/or to arrange financing, equipment credit, or any kind of financial or material assistance for its own account from members or non-members, private or government sources, or domestic or foreign lending institutions, banks, or agencies and to secure any or all of the same to the extent that may be required by any lawful guarantee or counterguarantee, mortgage, or otherwise or by any charge, lien, or encumbrance, general or special, upon its revenues and/or assets on such terms and conditions most beneficial to 1CISP and to the extent allowed by law and regulations;
- j. To invest in or deal with the funds of 1CISP in manufacturing, processing, marketing, motor works, transport, cottage industries, banking, and all other cooperative ventures, in such manner as may be deemed proper and within the limits allowed by law, in order to insure their full utilization for the objects and purposes of 1CISP;
- k. To purchase, lease, construct, hire, or otherwise acquire lands, buildings, or other structures and interest therein or in any and all immovable or movable properties, equipment, transport facilities, machineries, tools, materials, supplies, or other parts, as may be necessary, convenient, or appropriate, and to own, hold, erect, improve, develop, manage, lease, dispose of, encumber, or otherwise deal with all or any part of such properties including land, housing, and other accommodation complexes whenever such shall be for the benefit of 1CISP and its members;
- l. To reinsure all or any risks of 1CISP and/or undertake all authorized risks either by itself or by way of reinsurance;
- m. To purchase or otherwise acquire and hold shares or undertake all or any part of the business, property, and liability of any person, cooperative, including their federations, or company on any business that 1CISP is authorized to engage in, those that have objects altogether or in part similar to those of 1CISP or those engaged in any business capable of being conducted to benefit 1CISP directly or indirectly;
- n. To acquire an interest in or to enter into any arrangement on partnership, joint venture, sharing of profits, union of interest, mutual assistance, cooperation, reciprocal concessions, or otherwise with any person or company carrying on, engaged in, or about to carry on or engage in any business capable of being conducted to benefit 1CISP directly or indirectly;
- o. To sell or dispose of the undertaking of 1CISP or any part thereof whenever such shall be for the benefit of 1CISP, in particular for shares, debentures, or securities of any other company having purposes and objects similar, in whole or in part, to those of 1CISP;
- p. To draw, make, accept, indorse, execute, issue, discount, and deal in every lawful manner in promissory notes, foreign exchange, certificates of indebtedness, bills of exchange, and other negotiable instruments;

- q. To have 1CISP registered or recognized to do cooperative service in any foreign country, state, region, union, or bloc;
- r. To provide or undertake cooperative education and training programs, technical advisory, consultancy and managerial services, research, studies, and surveys with respect to any and all of the foregoing functions, purposes, activities, and operations;
- s. To do all or any of the above things in any place as determined by 1CISP as principal agent, contractor, trustee, or otherwise and any of the aforesaid powers or any part thereof conducive to the attainment of the objects and purposes of 1CISP, either by itself or in association with other persons, companies, or cooperatives;
- t. To perform all other acts as are necessary and proper, incidental or appurtenant to, or arising out of or connected with the aforesaid powers, or any part thereof, as may be conducive to the attainment of the objectives and purposes of 1CISP either by itself or in association with other persons, companies or cooperatives; and
- u. To do and perform any and all acts and things in the exercise of all the general powers granted to cooperatives and corporations similarly organized and usually and ordinarily incidental to companies of like nature and kind.

ARTICLE III POWERS AND CAPACITIES

That the powers, rights and capacities of 1CISPare those prescribed under article 9 of republic act 9520.

- a. To the exclusive use of its registered name;
- b. To sue and be sued;
- c. Of succession;
- d. To amend its articles of cooperation in accordance with the provisions of RA 9520;
- e. To adopt bylaws not contrary to law, morals or public policy, and to amend and repeal the same in accordance with RA 9520;
- f. To purchase, receive, take or grant, hold, convey, sell, lease, pledge, mortgage, and otherwise deal with such real and personal property as the transaction of the lawful affairs of the cooperative may reasonably and necessarily require, subject to the limitations prescribed by law and the constitution;
- g. To enter into division, merger, or consolidation, as provided under RA 9520;
- h. To avail of loans, be entitled to credit and to accept and receive grants, donations and assistance from foreign and domestic sources subject to the conditions of said loans, credits, grants, donations or assistance that will not undermine the autonomy of the cooperative. The authority, upon written request, shall provide necessary assistance in the documentary requirements for the loans, credit, grants, donations and other financial support;
- i. To avail preferential rights granted to cooperatives under RA 7160, otherwise known as the local government code, and other laws, particularly those in the grant of franchises to establish, construct, operate and maintain ferries, wharves, markets or

slaughters houses and to lease public utilities, including access to extension and on-site research services and facilities related to agriculture and fishery activities; and

j. To exercise such other powers granted under RA 9520 or necessary to carry out its purposes as stated in this article of cooperation.

ARTICLE IV TERM OF EXISTENCE

The term for which 1CISP is to exist is Fifty (50) years from the date of registration thereof and renewable thereafter, subject to existing laws.

ARTICLE V AREA OF OPERATION

The place where the principal office of 1CISP is to be established or located is in Quezon City.

ARTICLE VI NAME AND ADDRESS OF COOPERATORS

The names, citizenship, and addresses of the Cooperators of 1CISP are as follows:

1.	NAME Bienvenido P. Faustino Central Cooperative Exchange, Inc. Aurora Blvd. Ext., San Juan, Rizal	<u>CITIZENSHIP</u> Filipino	ADDRESS Rm. 112-115, ARLE Building
2.	Domingo C. Tutaan Grains Marketing Cooperative of the Philippines	Filipino	Dona Petra Bldg., Quezon Blvd. extension, Quezon City
3.	Danilo R. Lacerna Filipino Cooperative Wholesale Society, Inc.	Filipino	Dona Petra Bldg. Quezon Blvd. extension, Quezon City
4.	Teodorico G. Advincula National Publishing Cooperative, Inc.	Filipino	Santander Bldg., No. 20 Hemady, Quezon City
5.	Benedicto Allanigue Rizal Prov. Fed. of Co-op Credit Unions	Filipino	Municipal Building Annex San Juan, Rizal
6.	Vicente U. Quintana UPCA Coop Credit Union, Inc.	Filipino	College, Laguna
7.	Natividad E. Abad FEU Consumer's Cooperative Inc.	Filipino	Nicanor Reyes, Sr. Street Manila
8.	Victor Rodriguez, Sr. San Dionisio Cooperative Credit Union, Inc.	Filipino	San Dionisio, Paranaque, Rizal

9.	Leonila V. Chavez Cabanatuan City Farmers Cooperative Marketing Association	Filipino	Cabanatuan City
10.	Benjamin A. Cruz Baliwag Farmers Cooperative Marketing Association, Inc.	Filipino	Baliwag, Bulacan
11.	Iluminada S. Coloma Rosales Farmer's Cooperative Marketing Association, Inc.	Filipino	Rosales, Pangasinan
12.	Fidel Infantado Umingan Farmer's Cooperative Marketing Association, Inc.	Filipino	Umingan, Pangasinan
13.	Jose F. Inaldo Malasiqui Farmers Cooperative Marketing Association, Inc.	Filipino	Malasiqui, Pangasinan
14.	Rufo B. Barberan Sta. Barbara (Pang.) Farmers Cooperative Marketing Association, Inc.	Filipino	Alaminos, Pangasinan
15.	Teodoro M. Rapinan Alaminos (Pang.) Farmers Cooperative Marketing Association, Inc.	Filipino	Alaminos, Pangasinan
16.	Juan C. Locsin Janiuay Farmers Cooperative Marketing Association, Inc.	Filipino	Janiuay, Iloilo
17.	Alfredo R. Respicio Kidapawan Farmers Cooperative Marketing Association, Inc.	Filipino	Kidapawan, North Cotabato
18.	Rodrigo B. Felix Camiling Farmers Cooperative Marketing Association, Inc.	Filipino	Camiling, Tarlac
19.	Cirilo Leabres Samahang Nayon ng Calikid Sur	Filipino	Cabanatuan City
20.	Jaime Mari Samahang Nayon ng Macatbog	Filipino	Cabanatuan City
21.	Anastacio Flores Samahang Nayon ng Matungal-tungal	Filipino	Cabanatuan City
22.	Estanislao Ramos Samahang Nayon ng Patalac	Filipino	Cabanatuan City
23.	Delfin del Rosario Samahang Nayon ng Arcadia	Filipino	Cabanatuan City
24.	Tomas Torres Samahang Nayon ng Pinagbarilan	Filipino	Baliwag, Bulacan

25.	Jose B. Baclig Nueva Ecija Area 1 Marketing Cooperative, Inc.	Filipino	San Isidro, Nueva Ecija
26.	Rufino C. Banalagay Nueva Ecija Area VI Marketing Cooperative, Inc.	Filipino	Sto. Domingo, Nueva Ecija

ARTICLE VII COMMON BOND OF MEMBERSHIP

The 1CISP is composed of duly registered cooperatives in the Philippines, willing to patronize the services of 1cisp, and possess all the qualifications and none of the disqualifications provided for in the by-laws.

ARTICLE VIII BOARD OF DIRECTORS

The number of Directors of 1CISP shall be nine (9), two (2) of whom shall be Independent Directors, who are to be elected in accordance with the By-Laws as amended.

ARTICLE IX CAPITALIZATION

The capital stock of 1CISP is Four Billion Pesos (Php 4,000,000,000.00) divided into:

- a. Three Billion Seven Hundred Fifty Million Pesos (Php 3,750,000,000.00) worth of common shares or equivalent to 37,500,000 shares with par value of Php 100 per share. Common shares shall be issued only to regular members; and
- b. Two Hundred Fifty Million Pesos (Php 250,000,000.00) worth of preferred shares or equivalent to 2,500,000 shares with par value of One Hundred Pesos (Php 100.00) per share. Preferred shares may be issued to regular and associate members.

ARTICLE X SUBSCRIBED SHARE CAPITAL

The amount of capital stock which has been actually subscribed is One Billion Four Million Sixty-nine Million Eight Hundred Eighty-one Thousand Eight Hundred Pesos, Philippine Currency, (Php 1,469,881,800.00) and hereto attached as Annex "G" the list of member-cooperatives which have subscribed for the number of shares and the amount of their capital stock.

	<u>NAME</u>	NO. OF SHARES	AMOUNT SUBSCRIBED
1.	Central Cooperative Exchange, Inc.	5,000	P 500,000.00
2.	Grains Marketing Cooperative of the Phils., Inc.	5,000	500,000.00
3.	Filipino Cooperative Wholesale Society, Inc.	250	25,000.00
4.	National Publishing Cooperative	500	50,000.00
5.	Rizal Provincial Federation of Cooperative Credit Unions Inc.	50	5,000.00

6.	UPCA Cooperative Credit Union, Inc.	50	5,000.00
7.	FEU Consumers Cooperative, Inc.	250	25,000.00
8.	San Dionisio Cooperative Credit Union, Inc.	500	50,000.00
9.	Baliwag Farmer's Cooperative Marketing Association, Inc.	2,500	250,000.00
10.	Cabanatuan City Farmers Co-op Marketing Association, Inc.	5,000	500,000.00
11.	Rosales Farmers Cooperative Marketing Association, Inc.	500	50,000.00
12.	UminganFarmers Cooperative Marketing Association, Inc.	500	50,000.00
13.	Malasiqui Farmer's Cooperative Marketing Association	500	50,000.00
14.	Sta. Barbara (Pang.) Farmer's Cooperative Marketing Association	500	50,000.00
15.	Alaminos (Pang.) Farmers Co-op Marketing Association, Inc.	250	25,000.00
16.	Janiuay Farmer's Cooperative Marketing Association	150	15,000.00
17.	Kidapawan Farmer's Cooperative Marketing Association	10	1,000
18.	Camiling Farmer's Cooperative Marketing Association	500	50,000.00
19.	Samahang Nayon ng Calikid Sur, Cabanatuan City	2	200.00
20.	Samahang Nayon ng Macatbog, Cabanatuan City	3	300.00
21.	Samahang Nayon ng Sta. Arcadia, Cabanatuan City	2	200.00
22.	Samahang Nayon ng Patalac, Cabanatuan City	1	100.00
23.	Samahang Nayon ng Matungal-tungal, Cabanatuan City	1	100.00
24.	Samahang Nayon ng Pinagbarilan, Baliwag, Bulacan	2	200.00
25.	Nueva Ecija Area 1 Marketing Cooperative Inc.	3,500	350,000.00

ARTICLE XI PAID-UP SHARE CAPITAL

The following subscribers have paid on the shares of capital stock for which they have subscribed as set forth opposite their respective names:

	<u>NAME</u>	AMOUNT PAID
1.	Central Cooperative Exchange, Inc.	P 100,000.00
2.	Grains Marketing Cooperative of the Phils. Inc.	100,000.00
3.	Filipino Cooperative Wholesale Society, Inc.	5,000.00
4.	National Publishing Cooperative	10,000.00
5.	Rizal Provincial Federation of Cooperative Credit Unions Inc.	1,000.00
6.	UPCA Cooperative Credit Union, Inc.	1,000.00
7.	FEU Consumers Cooperative, Inc.	10,000.00
8.	San Dionisio Cooperative Credit Union, Inc.	10,000.00
9.	Baliwag Farmer's Cooperative Marketing Association, Inc.	50,000.00
10.	Cabanatuan City Farmers Co-op Marketing Association, Inc.	100,000.00
11.	Rosales Farmers Cooperative Marketing Association, Inc.	10,000.00
12.	Umingan Farmers Cooperative Marketing Association, Inc.	10,000.00
13.	Malasiqui Farmer's Cooperative Marketing Association	10,000.00
14.	Sta. Barbara (Pang.) Farmer's Cooperative Marketing Association	10,000.00
15.	Alaminos (Pang.) Farmers Co-op Marketing Association, Inc.	5,000.00
16.	Janiuay Farmer's Cooperative Marketing Association	3,000.00
17.	Kidapawan Farmer's Cooperative Marketing Association	200.00
18.	Camiling Farmer's Cooperative Marketing Association	10,000.00
19.	Samahang Nayon ng Calikid Sur, Cabanatuan City	188.00
20.	Samahang Nayon ng Macatbog, Cabanatuan City	214.00
21.	Samahang Nayon ng Sta. Arcadia, Cabanatuan City	120.00
22.	Samahang Nayon ng Patalac, Cabanatuan City	86.00
23.	Samahang Nayon ng Matungal-tungal, Cabanatuan City	88.00

24. Samahang Nayon ng Pinagbarilan, Baliwag, Bulacan

102.00

25. Nueva Ecija Area 1 Marketing Coopetive Inc.

70,000.00

26. Nueva Ecija Area VI Marketing Cooperative, Inc.

25,000.00

TOTAL:

P 535,996.00

ARTICLE XII ARBITRAL CLAUSE

Any dispute, controversy or claim arising out of or relating to this Articles of Cooperation, the Insurance Code, the Cooperative Code, and related rules or administrative guidelines of the Insurance Commission or the Cooperative Development Authority including inter-insurance cooperative disputes and related concerns, and any question regarding the existence, interpretation, validity, breach or termination of the business relationship shall be exclusively referred to and finally resolved by voluntary arbitration under the rules and regulations promulgated by the IC or CDA after compliance with the conciliation or mediation mechanisms embodied in the applicable by-laws and such other pertinent laws.

BE IT KNOWN THAT:

Mr. Carlo G. Magno has been elected by the subscribers as Treasurer and to act as such until his successor is duly elected and qualified in accordance with the By-Laws, and has been authorized to receive for 1CISP and to issue receipt in its name for all subscriptions paid by the subscribers.

IN WITNESS WHEREOF, we have hereunto set our hands this 25th day of March, 1974, at Quezon City, Philippines.

<u>NAME</u>

BIENVENIDO P. FAUSTINO

DOMINGO C. TUTAAN

Central Cooperative Exchange, Inc.

Grains Marketing Cooperative of the Phils., Inc.

DANILO R. LACERNA

TEODORICO G. ADVINCULA

Filipino Cooperative Wholesale Society, Inc.

National Publishing Cooperative, Inc.

BENEDICTO ALLANIGUE

VICENTE U. QUINTANA UPCA Coop. credit Union, Inc.

Rizal Prov'l Federation of Co-op Credit Union, Inc.

VICTOR RODRIGUEZ, SR.

NATIVIDAD E. ABAD FEU Consumer's Coop., Inc.

San Dionisio Cooperative Credit Union, Inc.

BENJAMIN A. CRUZ

LEONILA V. CHAVEZ

Baliwag Farmer's Cooperative Marketing Association, Inc.

Cabanatuan City Farmer's Cooperative Marketing Association, Inc.

FIDEL INFANTADO

ILUMINADA S. COLOMA

Umingan Farmer's Cooperative Marketing Association, Inc.

Rosales Farmer's Cooperative Marketing Association, Inc.

RUFO B. BARBERAN

JOSE F. INALDO

Sta. Barbara (Pang.) Farmer's Cooperative Marketing Association, Inc.

JUAN C. LOCSIN

Janiuay Farmer's Cooperative Marketing Association, Inc.

RODRIGO B. FELIX

Camiling Farmer's Cooperative Marketing Association, Inc.

JAIME MARI

Samahang Nayon ng Macatbog

ESTANISLAO RAMOS

Samahang Nayon ng Patalac

TOMAS TORRES

Samahang Nayon ng Pinagbarilan

JOSE B. BACLIG

Nueva Ecija Area 1 Marketing Cooperative, Inc.

Malasiqui Farmer's Cooperative Marketing Association, Inc.

ALFREDO R. RESPICIO

Kidapawan Farmer's Cooperative Marketing Association, Inc.

TEODORO M. RAPINAN

Alaminos (Pang.) Farmer's Cooperative Marketing Association, Inc.

CIRILO LEABRES

Samahang Nayon ng Calikid Sur

ANASTACIO FLORES

Samahang Nayon ng Matungal-tungal

DELFIN DEL ROSARIO

Samahang Nayon ng Arcadia

RUFINO C. BANALAGAY

Nueva Ecija Area VI Marketing Cooperative, Inc.

REPUBLIC OF THE PHILIPPINES }
QUEZON CITY } SS.

ACKNOWLEDGEMENT

BEFORE ME, Notary Public, for and in Quezon City, on this 5th day of April 1974, personally appeared the following persons with their respective Residence Certificates:

1.	Bienvenido P. Faustino	A-426080	1-10-74	Manila
2.	Domingo C. Tutaan	A-5229226	1-08-74	Makati, Rizal
3.	Danilo R. Lacerna	A-5209122	1-18-74	Malabon
4.	Teodorico G. Advincula	A-426070	1-09-74	Manila
5.	Benedicto Allanigue	A-6042034	1-18-74	Parañaque
6.	Florencio S. Corral	A-3517675	3-11-74	Bay, Laguna
7.	Natividad E. Abad	A-241314	1-18-74	Manila
8.	Victor Rodriguez, Sr.	A-2350840	1-11-74	Manila
9.	Leonila V. Chavez	A-1041146	1-09-74	Caloocan City
10.	Benjamin A. Cruz	A-2938628	12-03-74	Baliwag, Bulacan
11.	Fidel Infantado	A-1988143	4-03-74	Umingan, Pangasinan
12.	Illuminada S. Colona	A-9439156	2-12-74	Rosales, Pangasinan
13.	Jose F. Inaldo	A-4281815	1-07-74	Malasiqui, Pangasinan
14.	Rufo B. Barberan	A-7368106	1-30-74	Alaminos, Pangasinan
15.	Teodoro M. Rapinan	A-6603731	1-16-74	Alaminos, Pangasinan
16.	Juan C. Locsin	A-6885882	1-31-74	Janiuay, Iloilo
17.	Alredo R. Respicio	A-1815318	1-06-74	Kidapawan, North Cotabato
18.	Rodrigo B. Felix	A-4109633	1-04-74	Camiling, Tarlac
19.	Cirilo Leabres	A-6850517	3-14-74	Cabatanutan City
20.	Jaime Mari	A-2162816	1-11-74	Cabatanutan City
21.	Anastacio Flores	A-4875875	1-29-74	Cabatanutan City

22. 23. 24. 25. 26.	Estanislao Ramos Delfin del Rosario Tomas Torres Jose B. Baclig Rugino C. Banalagay	A-7668078 A-2161865 A-4875875 A-5261256 A-6857423	1-21-74 1-09-74 1-15-74 1-17-74 3-07-74	Cabatanutan City Cabatanutan City Cabatanutan City Makati, Rizal Cabanatuan City		
Coopera	All known to me and to me known to be the same persons who executed the foregoing Articles of Cooperation consisting of () pages including this page and who acknowledged to me that the same is their free and voluntary act deed and those of the entities they respectively represent.					
WITNE	SS MY HAND AND SEAI					
(SGD) ELIGIO CORDERC Notary Public Until Dec. 31, 1974 Doc. No. 732 Page No. 83 Book No. 67 Series of 1974						
		Attested and A	pproved:			
	B/GEN. T	EODORO P. E Chairpers		STA (Ret)		
MS. IMELDA S. MAGABILEN Vice-Chairperson MR. SENEN C. BACANI Director						
EN	GR. RAYMOND J.L SAL Director	VADOR	MR. N	ESTOR D. ORTIGOZA Director		
	MR. BENJAMIN T. Q Director	UE	ENGR. A	RMEN A. CUENCA, MPA Director		
I	FR. ANTONIO CT. PASO Director	CUAL	MS. M	ARILOU R. ALMARIO Director		
Certified True and Correct:						
	ATTY. LYMAN A. MANZANARES Co-operative Secretary					

AMENDED ARTICLES OF COOPERATION OF 1CISPPage 11 of 11