



UNIFIED REGISTRATION RECORD (URR)

COMPANY NAME

COSMOPOLITAN CLIMBS LIFE PLAN INC.

SEC REGISTRATION NUMBER

CS201628313

TAX IDENTIFICATION NUMBER (TIN)

009-478-236-000

BUSINESS/TRADE NAMES

PAG-IBIG EMPLOYER NUMBER (Eyer ID)

206860910003

PRINCIPAL ADDRESS

**CLIMBS BLDG. UPPER ZONE5 NATIONAL HWY.
BULUA CAGAYAN DE ORO CITY, MISAMIS
ORIENTAL**

PHILHEALTH EMPLOYER NUMBER (PEN)

015000011464

SSS EMPLOYER NUMBER (ER No.)

0809776797

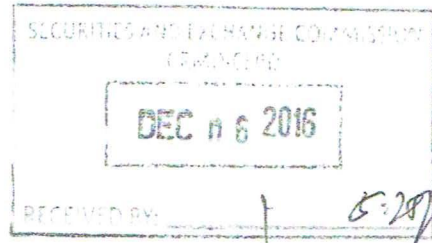
PHONE NO. 09178558282

FAX NO.

MOBILE NO.

E-MAIL ADDRESS

AUTHORIZED REPRESENTATIVE (to be filled up by company - for presentation to social agencies)



ARTICLES OF INCORPORATION
OF
COSMOPOLITAN CLIMBS LIFE PLAN INC.

KNOW ALL MEN BY THESE PRESENTS:

That we, all of legal age, majority citizens and residents of the Republic of the Philippines, have this day voluntarily associated ourselves together for the purpose of forming corporation under the laws of the Philippines.

AND WE HEREBY CERTIFY THAT:

FIRST: The name of the corporation shall be:

COSMOPOLITAN CLIMBS LIFE PLAN INC.

SECOND: The purposes for which the said corporation is formed are:

PRIMARY PURPOSE

That the primary purpose of this corporation is to engage in the pre-need business and develop and sell contractual plans for the benefit of planholders, subscribers, or purchasers thereof, which provide for the performance of future service/s, payment of monetary considerations, and/or delivery of other benefits at the time of actual need or agreed maturity date, as specified therein, in exchange for cash or installment amounts with or without interest or insurance coverage and includes life, pension, education, interment and other plans, instruments, contracts or deeds as may in the future be determined by applicable law, rule or regulation.

Secondary Purposes

1. To arrange for funeral, memorial, burial, cremation services and the delivery of funeral and memorial merchandise or other articles related or necessary thereto;
2. To acquire and operate funeral and memorial homes and chapels, cemeteries, columbariums, and to buy and sell goods, merchandise and articles in relations thereto such as caskets, urns, and other items necessary for the funeral and memorial service of a deceased;
3. To act as guarantor or co-obligor or assume any obligation of any person or corporation or entity in which this corporation may have an interest directly or indirectly, without necessarily engaging in the surety business, and to allow the shares of stock or property of this corporation, whether real or personal, to be used as collateral to secure any such obligations;
4. To own, lease, or acquire land, building, and equipment necessary or incidental to the primary or secondary purposes;
5. . To enter into contracts or agreements with any person, firm, association or corporation necessary or convenient for the furtherance of the primary or secondary purposes;

Print

Finish



Republic of the Philippines
SECURITIES AND EXCHANGE COMMISSION

Reservation Payment Confirmation

This certifies that the name **COSMOPOLITAN CLIMBS LIFE PLAN INC.** has been reserved from **October 25, 2016 to January 23, 2017.**

Reference Reservation Number (RRN): **RRN20161025092743492**

Type of Industry: Other Svc. Activities

Breakdown of Fees:

Reservation Fee: Php 120.00

TOTAL: Php 120.00

Important Reminders:

NOTE: The fact that the name is available at the date verified, it is not to be regarded as an approval of the registration of the company or any application for change of name. No expense for printing of materials using a verified name should be incurred until registration takes effect. As this is a computer printout, any erasure or alteration on this document nullifies verification.

The applicant undertakes to change the reserved name in case another person or firm has acquired a prior right to the use of the said firm name or the same is deceptively or confusingly similar to one already registered.

Please do not pay for your Name Reservation and Extension **WITHIN THE SAME DAY** via Funds Transfer. You may course your payment at any selected UnionBank branches or at the SEC Teller.

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Republic of the Philippines
Department of Finance
INSURANCE COMMISSION
1071 United Nations Avenue
Manila



1ST ENDORSEMENT
27 October 2016

Respectfully endorsed to the Securities and Exchange Commission, (SEC), SEC Building, EDSA, Greenhills, Mandaluyong City, the attached Articles of Incorporation By-Laws of **COSMOPOLITAN CLIMBS LIFE PLAN INC.** with office address at CLIMBS Building, Upper Zone 5, National Highway, Barangay Bulua, Cagayan de Oro City, Misamis Oriental with the advise that the Insurance Commission, (IC) has no objection to its registration with the Securities and Exchange Commission.

This Endorsement should be submitted to the Securities and Exchange Commission (SEC) by the applicant together with the same documents as presented to the Insurance Commission (IC). The applicant is advised that it cannot act as a pre-need company unless it is duly licensed as such by the Insurance Commission.



EMMANUEL F. DOOC
Insurance Commissioner

JOINT AFFIDAVIT OF UNDERTAKING TO CHANGE NAME

We, Renato S. Dychangco, Jr. and Gilbert S. Llanto, both of legal age, Filipino, of Panorama Heights, Nivel Hills, Lahug, Cebu City and Unit 201, Ozamis Building, Bonifacio Heights, Taguig City, respectively, after having been sworn to in accordance with law hereby depose and state:

That we are the incorporators of

COSMOPOLITAN CLIMBS LIFE PLAN INC.

(Name of Corporation/Partnership)


which is in the process of registering its corporate/partnership name with the Securities and Exchange Commission.

That we, in behalf of said corporation, hereby undertake to change its corporate name as herein provided or as amended thereafter immediately upon receipt of notice or directive from the Commission that another corporation, partnership or person has acquired a prior right to the use of that name or that name has been declared as misleading, deceptive, confusingly, similar to a registered name, or contrary to public morals, good customs or public policy.

This affidavit is executed to attest to the truth of the foregoing and for whatever legal purpose and intent it may serve.

MANILA City.


Renato S. Dychangco, Jr.
Affiant


Gilbert S. Llanto
Affiant

OCT 25 2016 SUBSCRIBED AND SWORN to before me in the City of MANILA this ___ day of _____ by the following affiants, who have satisfactorily proven to me their identity through their ID, that they are the same persons who personally signed before me the foregoing Joint Affidavit and acknowledged that they executed the same:

Name	TIN
Renato S. Dychangco, Jr.	TIN: 123-771-733
Gilbert S. Llanto	TIN: 114-633-404

Doc. No. 35;
Page No. 70;
Book No. VI;
Series of File

ATTY. LEOPOLDO P. DELA ROSA
NOTARY PUBLIC
UNTIL DECEMBER 31, 2016
PTR NO. 4921923 / MLA / 01-04-16
IBP NO. 3825412 / MLA / 09-11-14
ROLL NO. 28195-4 / 20 / 1978
MOLE COMPLIANCE NO. IV-0020667-JUNE 13, 2016

REPUBLIC OF THE PHILIPPINES)
Mandaluyong City CITY) S.S.

TREASURER'S AFFIDAVIT

I, Sarah A. Dychangco of Panorama Heights, Nivel Hills, Lahug, Cebu City, of legal age, Filipino after being duly sworn, depose and say:

That I am the elected Treasurer of

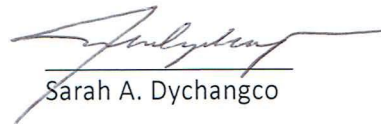
COSMOPOLITAN CLIMBS LIFE PLAN INC.

(the "Corporation");

That as Treasurer, I am authorized to act as such until my successor has been duly elected and qualified in accordance with the by-laws of the corporation;

That I certify that at least twenty five percent (25%) of the authorized capital stock of the abovementioned corporation has been subscribed and at least twenty five (25%) of the subscription in the amount of **₱151,250,000.00** has been paid, and received by me in cash for the benefit and credit of the corporation.

IN WITNES WHEREOF, I hereby sign this Affidavit this **NOV 1 6 2016** day of _____ in Mandaluyong City.


Sarah A. Dychangco

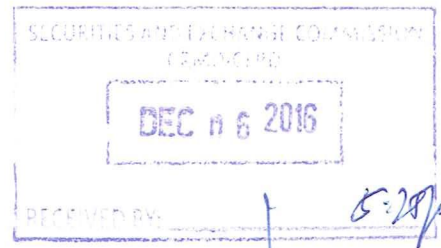
SUBSCRIBED AND SWORN to before me this **NOV 1 6 2016** day of _____, 20__ at Mandaluyong City affiant exhibited to me her TIN: 219-643-748.

Doc. No 73
Page No 16
Book No 2014
Series of 2014

NOTARY PUBLIC

ATTY. FERDINAND B. SABILLO
NOTARY PUBLIC
UNTIL DECEMBER 31, 2016
ROLL NO. 53511

IBP No. 1020716 / 05 Jan. 2016 / Makati City
PTR No. 2599904 / 04 Jan. 2016 / Mandaluyong
MCLE Compliance No. IV-0010833, issued dated 27 Dec. 2012
Notarial Commission Appointment No. 0314-15
Vista Corporate Center, Upper Ground Floor,
Worldwide Corporate Center, Shaw Blvd., Mandaluyong City



ARTICLES OF INCORPORATION
OF
COSMOPOLITAN CLIMBS LIFE PLAN INC.

KNOW ALL MEN BY THESE PRESENTS:

That we, all of legal age, majority citizens and residents of the Republic of the Philippines, have this day voluntarily associated ourselves together for the purpose of forming corporation under the laws of the Philippines.

AND WE HEREBY CERTIFY THAT:

FIRST: The name of the corporation shall be:

COSMOPOLITAN CLIMBS LIFE PLAN INC.

SECOND: The purposes for which the said corporation is formed are:

PRIMARY PURPOSE

That the primary purpose of this corporation is to engage in the pre-need business and develop and sell contractual plans for the benefit of planholders, subscribers, or purchasers thereof, which provide for the performance of future service/s, payment of monetary considerations, and/or delivery of other benefits at the time of actual need or agreed maturity date, as specified therein, in exchange for cash or installment amounts with or without interest or insurance coverage and includes life, pension, education, interment and other plans, instruments, contracts or deeds as may in the future be determined by applicable law, rule or regulation.

Secondary Purposes

1. To arrange for funeral, memorial, burial, cremation services and the delivery of funeral and memorial merchandise or other articles related or necessary thereto;
2. To acquire and operate funeral and memorial homes and chapels, cemeteries, columbariums, and to buy and sell goods, merchandise and articles in relations thereto such as caskets, urns, and other items necessary for the funeral and memorial service of a deceased;
3. To act as guarantor or co-obligor or assume any obligation of any person or corporation or entity in which this corporation may have an interest directly or indirectly, without necessarily engaging in the surety business, and to allow the shares of stock or property of this corporation, whether real or personal, to be used as collateral to secure any such obligations;
4. To own, lease, or acquire land, building, and equipment necessary or incidental to the primary or secondary purposes;
5. To enter into contracts or agreements with any person, firm, association or corporation necessary or convenient for the furtherance of the primary or secondary purposes;

6. To enter into partnerships with other persons, firms, associations, partnerships or corporations;

7. To secure from any governmental authority, local or national, such rights, privileges, franchise and concessions as may be consistent with, incidental to, or necessary for, carrying out the primary or secondary purposes;

8. To purchase, lease or otherwise acquire, in whole or in part, the business, the business assets, goodwill, rights, interest, franchises and property of any person, firm, association, partnership, or corporation;

9. To donate corporate properties to religious, educational, charitable and government institutions, and to other persons, firms, associations, partnerships or corporation;

10. To invest and deal with the money and properties of the Corporation in such manner as may from time to time be considered wise or expedient for the advancement of its interests and to sell, dispose of or transfer the business, properties or goodwill of the Corporation or any part thereof for such consideration and under such terms as it shall see fit to accept.

11. To issue, pursuant to law, its capital stock, bonds, debentures or other obligations in payment for property purchased or acquired by it, for money borrowed, or any other lawful in, or about, its business.

12. To aid, in any manner authorized by law, any corporation, association, partnership, individual or other entity of which this corporation is a creditor, or of which any bonds, debentures, promissory notes, shares of capital stock, or other securities, or obligations or any interest therein, are held owned by this corporation, and, generally, to do any lawful acts or things designed to promote, protect, preserve, improve or enhance the value of any such bonds, debentures, promissory notes, shares of capital stock, securities or obligations.

The purpose or powers specified in the Secondary Purposes contained in this Second Article shall, except when otherwise expressed in said article, be regarded as independent purposes and powers, and the specification herein contained of particular powers of the corporation is not intended to be, and is not in limitation of the powers granted to corporations organized under the Corporation Code of the Philippines.

B. That the corporation shall have all the express powers of a corporation as provided for under Section 36 of the Corporation Code of the Philippines.

THIRD: The place where the principal office of the corporation is to be established is at: CLIMBS Bldg., Upper Zone 5, National Highway, Brgy. Bulua, Cagayan de Oro City, Philippines 9000

The Corporation shall establish a branch office in Metro Manila, Cebu City, and Davao City. The Corporation may also have other branch office or branch offices in other place or places within or outside the Philippines as the Board of Directors may from time to time determine as the Corporation may require.

FOURTH: The term for which the corporation is to exist is fifty (50) years from and after the date of issuance of the certificate of incorporation.

FIFTH: The names, nationalities, and residences of the incorporators are as follows:

Name	Nationality	Residence
Gilbert S. Llanto	Filipino	Unit 201, Ozamis Building, Bonifacio Heights, Taguig City
Antonio Manuel A. Alcantara	Filipino	Ma. Asucion Village, Daro, Dumaguete City
Mansueto V. Dela Peña	Filipino	Blk 17, Lot 22, Westfield Homes Subdivision, Barganay Iponan, Cagayan de Oro City
Fermin L. Gonzales	Filipino	Climbs Bldg., Upper Zone 5, Barangay Bulua, Cagayan de Oro City
Napoleon E. Sentillas	Filipino	4465 Gabutin Compound, Guadalupe, Cebu City
Ronald Chan	Filipino	153 Yakal Street, PH.5, Hillside Subdivision, Bajada, Davao City
Renato S. Dychangco, Jr.	Filipino	Panorama Heights, Nivel Hills, Lahug, Cebu City
Exequiel Robles	Filipino	F. Pasco Ave., Santolan, Pasig City
Alvin Yap Tan Unjo	Filipino	Grand Legacy Subdivision, Capitol Hills, Barangay Lahug, Cebu City
Ferdinand Matthew D. Reyes	Filipino	167 Kaingin Rd., Balintawak, Quezon City
Kerwin K. Tan	Filipino	656 Tomas Mapua St., Sta. Cruz, Manila
Augustus Ferreria	Filipino	431 Ma. Cristina St., Ayala Alabang Village, Alabang, Muntinlupa

SIXTH: That the number of directors of said corporation shall be twelve (12), inclusive of two (2) independent directors as required by law, and that the names, nationalities and residences of the first directors who are to serve until their successors are elected and qualified as provided by the by-laws are as follows:

Name	Nationality	Residence
Gilbert S. Llanto	Filipino	Unit 201, Ozamis Building, Bonifacio Heights, Taguig City
Antonio Manuel A. Alcantara	Filipino	Ma. Asucion Village, Daro, Dumaguete City
Mansueto V. Dela Peña	Filipino	Blk 17, Lot 22, Westfield Homes Subdivision, Barganay Iponan, Cagayan de Oro City
Fermin L. Gonzales	Filipino	Climbs Bldg., Upper Zone 5, Barangay Bulua, Cagayan de Oro City
Napoleon E. Sentillas	Filipino	4465 Gabutin Compound, Guadalupe, Cebu City
Ronald Chan	Filipino	153 Yakal Street, PH.5, Hillside Subdivision, Bajada, Davao City
Renato S. Dychangco, Jr.	Filipino	Panorama Heights, Nivel Hills, Lahug, Cebu City
Exequiel Robles	Filipino	F. Pasco Ave., Santolan, Pasig City
Alvin Yap Tan Unjo	Filipino	Grand Legacy Subdivision, Capitol Hills, Barangay Lahug, Cebu City
Ferdinand Matthew D. Reyes	Filipino	167 Kaingin Rd., Balintawak, Quezon City
Kerwin K. Tan	Filipino	656 Tomas Mapua St., Sta. Cruz, Manila
Augustus Ferreria	Filipino	431 Ma. Cristina St., Ayala Alabang Village, Alabang, Muntinlupa

SEVENTH: (A) The authorized capital stock of the corporation is PESOS: ONE HUNDRED SEVENTY MILLION PESOS (₱ 170,000,000.00) in lawful money of the Philippines, divided into One Hundred Fifty Million (150,000,000) common shares with a par value of One Peso (₱1.00) per share and Twenty Million Pesos divided into Two Hundred Thousand (200,000) preferred shares with a par value of One Hundred Peso (₱100.00) per share.

1. **Common Shares** – One Hundred Fifty Million (150,000,000) shares, each share to have a par value of One Pesos (₱1.00), Philippine currency.

2. **4% non-voting, non-cumulative, non-participating Preferred Shares** — Two Hundred Thousand (200,000) shares, each share to have a par value of One Hundred Pesos (₱100.00), Philippine currency.

The holders of preferred stock, which shall be non-voting, non-cumulative, non-participating, shall be entitled to receive, when and as declared by the Board of Directors, dividends from the surplus or net profits of the corporation at the rate of four percent (4%) per annum of the amount paid-up on the preferred shares before any dividend shall be paid or set apart for payment upon the common stock. Such dividends shall be payable before any dividends shall be paid upon, or set apart for, the common stock of the corporation but shall not be cumulative and not participatory.

Whenever all dividends on the preferred stock declared by the Board of Directors shall have been fixed by them, and shall have become payable and the corporation shall have paid the said declared dividends on preferred shares or shall have set aside from its surplus or net profits a sum sufficient therefore, the Board of Directors may declare dividends on the common stock payable then and thereafter out of any remaining surplus or net profits, payable at such periods and such rate as shall be fixed by them and the preferred shareholders shall not deprive the common stockholders of the latter's right to receive dividends in proportion to their paid-up capital stock.

(B) Transfer Restrictions

(1) No stockholder shall Transfer any common or preferred shares, or any shareholder loan, to any Person (any individual, partnership, joint venture, corporation, cooperative, limited liability company, limited duration company, limited life company, association, trust or other enterprise or a government, including any agency thereof) other than in accordance with terms of this Articles of Incorporation. Unless otherwise provided in this Articles of Incorporation, any allowable Transfer of shares by a stockholder shall be a transfer of all shares of such stockholder, and shall include the Transfer of all shareholder loans advanced by such stockholder.

(2) Except as expressly permitted under this Articles of Incorporation or with the prior written consent of the other stockholders, and subject to paragraph (C) below on Right of First Refusal, no stockholder shall, directly or indirectly, sell (whether by involuntary or judicial sale otherwise), transfer, create, incur, assume or suffer to exist a lien on, grant a security interest in, pledge, hypothecate, assign, give or otherwise (voluntarily or by operation of law) dispose of (any such act in hereafter referred to as a "Transfer") any shares or shareholder loan to any Person.

(C) Right of First Refusal

(1) Before any stockholder may make any Transfer, such stockholder (the "Offeror") shall provide written notice (the "Notice") to the Corporation and the other stockholders, which notice shall set forth:

(i) confirmation that such Offeror intends to Transfer all but not less than all of its shares in a bona fide transaction with a Person;

(ii) the name and address of each proposed transferee or purchaser and such other information as is reasonably necessary to determine that such transferee or purchaser qualifies as a Permitted transferee;

(iii) the number of shares proposed to be Transferred to each proposed transferee (the "*Offered Shares*");

(iv) the proposed amount and form of consideration to be paid for the Offered Shares; and

(v) all other material terms of the proposed Transfer; including the material representations and warranties, conditions and covenants.

The value of any non-cash consideration that the proposed transferee may offer for the Offered Shares shall be the Fair Market Value, in cash, of such consideration. The Corporation shall provide the other stockholders (each, an "*Offeree*") a copy of the Notice within five day of receipt thereof. The term "Fair Market Value" shall mean the price at which a seller, under no compulsion to sell, would the the Shares to a buyer under no compulsion to buy the shares, and if a stockholder disagrees and the stockholders are unable to agree on such price, in accordance with the procedure agreed to by the stockholders.

(2)(i) Each Offeree may elect to buy all but not a portion of the Offered Shares at the price and upon the terms and conditions set forth in the Notice. Each Offeree shall make such election by delivery of a written notice (the "*Offeree Election Notice*") to the Offeror within 45 calendar days (the "*Offeree Election Period*") of the receipt by such Offeree of Notice. Delivery of an Offeree Election Notice by any Offeree (the "*Accepting Offeree*") shall constitute the binding agreement of such Offeree to purchase the Offered Shares at the price and on the terms and conditions set forth in the Notice *provided* that if each Offeree delivers and Offeree Election Notice, then each Offeree shall be entitled to purchase its pro rata share, based upon the relative interests in the share capital in the Corporation, on a fully diluted basis, held by all the Offerees, of the Offered Shares, *provided further* that if any Accepting Offeree fails to deliver its pro rata purchase price of the Offered Shares in accordance with paragraph (b)(ii) below, the other Accepting Offeree shall be entitled to purchase all of the Offered Shares.

(ii) After the receipt by the Offeror of one or more Offeree Election Notices from any Accepting Offeree by the end of the Offeree Elections Period, the Offeror shall deliver written (the "*Purchase Notice*") to each accepting Offeree stating the number of Offered Shares to be acquired by such Accepting Offeree (as calculated pursuant to paragraph (b) (i) above) and the closing date for the sale and purchase of the Shares, which date shall not be less than 20 days after the date of delivery of the Purchase Notice to such Offeree(s). At such closing, each Accepting Offeree shall deliver the Offeror, or to such other Person as the Offeror may request, by payment of immediately available funds, the amount of the purchase price of the Offered Shares to be purchased by such Offeree to be held in escrow against delivery of the instrument of transfer properly endorsed in blank, and the corresponding certificates(s) representing all such Offered Shares. Upon receipt of payment for the Offered Shares from any Accepting Offeree, the Offeror shall deliver instruments of transfer properly endorsed in blank and the corresponding certificates representing all the Offered Shares to such Offeree.

(iii) If the Offeror does not receive an Offeree Election Notice from any Offeree within the period specified in section (2)(i) above, or if the Offerees fail to deliver the purchase price of the Offered Shares in accordance with the terms hereof, the Offerees shall be deemed to have rejected the Offeror's offer and the Offeror shall have the right to transfer, sell, or otherwise dispose of the Offered Shares in the notice to the proposed purchaser or transferee in accordance with the term of this Articles, but only at a price and upon terms and conditions no less favorable to the Offeror than those state in the Notice and only if such sale occurs on a date within 60 days from the receipt by the

Offerees of the Notice. Any proposed transfer on terms and conditions more favorable than those offered to the Offeree shall again be subject to the right of first refusal of the Offerees.

(iv) The closing of the transactions contemplated by this Seventh Article shall occur at the principal place of business of the Corporation unless otherwise agreed to in writing by the Corporation and the stockholders to such transaction.

(D) Effect of Transfer in Violation of this Seventh Article

In the event a transfer of any shares or shareholders loan has taken place in violation of the provisions of this Articles of Incorporation, the Board of Directors shall refuse to register such Transfer in the Stock and Transfer Book and such Transfer shall be void and of no effect, and no distribution of any kind shall be paid by the Corporation to the transferee in respect of such shares (all such dividends and distributions being deemed waived), and the voting rights, if any, of such shares on any matter whatsoever shall remain vested in the transferor during the period commencing with such transferor's initial noncompliance and ending when compliance shall have occurred.

Any attempt to transfer any shares in contravention of this Article shall be null and void and neither the corporation nor any transfer agent shall give any effect in the corporation's stock and transfer books to such attempted transfer.

(E) *Applicability of the Rights of First Refusal.* The provisions of the rights of first refusal shall apply to any Transfer of any interest in the equity of any stockholder or in the equity of any other person owning, directly or indirectly, any beneficial interest in the equity of a stockholder.

EIGHTH: The subscribers to the capital stock and the amount paid-up on their respective subscriptions are as follows:

Name	Common Shares 150,000,000 at ₱1.00/share		Preferred Shares 200,000 at ₱100.00/share	
	Subscribed	Paid Up	Subscribed	Paid Up
CLIMBS Life and General Insurance Cooperative TIN: 006 237-231-000 Filipino	74,999,994	₱74,999,994	102,000	₱10,200,000
Cosmopolitan Funeral Homes Inc. TIN: 000-312-055-000 Filipino	18,749,999	₱14,062,499	24,500	₱2,450,000
Sta. Lucia Realty & Development Inc. TIN: 000-863-895 Filipino	18,749,999	₱14,062,499	24,500	₱2,450,000
Cebu International Finance Corporation TIN: 000-443-162-000 Filipino	18,749,999	₱14,062,499	24,500	₱2,450,000
Fernando B. Reyes Enterprises, Inc. TIN: 006-968-467 Filipino	7,499,999	₱5,625,000	9,800	₱980,000
Kerwin K. Tan TIN: 211-727-305 Filipino	11,249,999	₱8,437,499	14,700	₱1,470,000
Gilbert S. Llanto TIN: 114-633-404 Filipino	1	₱1.00	0	0
Antonio Manuel A. Alcantara TIN: 110-279-022 Filipino	1	₱1.00	0	0

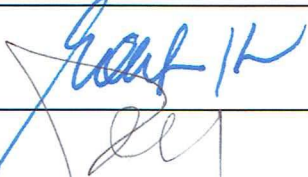
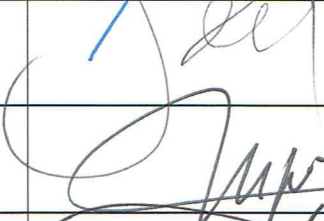

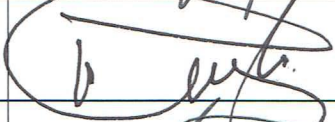



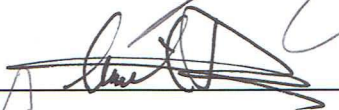
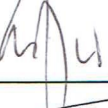
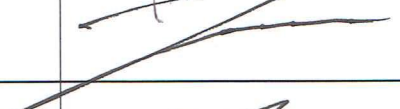


Filipino				
Mansueto V. Dela Peña TIN: 937-699-792 Filipino	1	₱1.00	0	0
Fermin L. Gonzales TIN: 129-036-136 Filipino	1	₱1.00	0	0
Napoleon E. Sentillas TIN: 105-551-186 Filipino	1	₱1.00	0	0
Ronald Chan TIN: 103-715-409 Filipino	1	₱1.00	0	0
Renato S. Dychangco, Jr. TIN: 123-771-733 Filipino	1	₱1.00	0	0
Exequiel Robles TIN: 139-154-445 Filipino	1	₱1.00	0	0
Alvin Yap Tan Unjo TIN: 108-487-731-000 Filipino	1	₱1.00	0	0
Ferdinand Matthew D. Reyes TIN: 236-540-041-000 Filipino	1	₱1.00	0	0
Augustus Ferreria TIN: 146-862-626 Filipino	1	₱1.00	0	0
TOTAL		150,000,000	₱131,250,000	200,000
				₱20,000,000

NINTH: No transfer of stock or interest which would reduce the ownership of Filipino citizens to less than the required percentage of the capital stock as provided by existing laws shall be allowed or permitted to be recorded in the books of the corporation and this restriction shall be indicated in all the stocks certificates issued by the corporation.

TENTH: Sarah A. Dychangco has been elected by the subscribers as Treasurer of the corporation to act as such until his/her successor is duly elected and qualified in accordance with the by-laws; and that as such treasurer, he/she has been authorize to receive for and in the name and for the benefit of the corporation, to issue in its name receipts for all subscriptions paid in by the subscribers.

ELEVENTH: That the incorporators undertake to change the name of the corporation as herein provided or as amended thereafter immediately upon receipt of notice or directive from the Securities and Exchange Commission that another corporation, partnership or person has acquired a prior right to the use of that name or that the name has been declared as misleading, deceptive, confusingly similar to a registered name, or contrary to public morals, good customs or public policy.

In Witness whereof, we have set our hands this OCT 25 2016 day of MANILA City.

NAME	SIGNATURE
Gilbert S. Llanto TIN: 114-633-404 Filipino	
Antonio Manuel A. Alcantara TIN: 110-279-022 Filipino	
Mansueto V. Dela Peña TIN: 937-699-792 Filipino	
Fermin L. Gonzales TIN: 129-036-136 Filipino	
Napoleon E. Sentillas TIN: 105-551-186 Filipino	
Ronald Chan TIN: 103-715-409 Filipino	
Renato S. Dychangco, Jr. TIN: 123-771-733 Filipino	
Exequiel Robles TIN: 139-154-445 Filipino	
Alvin Yap Tan Unjo TIN: 108-487-731-000 Filipino	
Ferdinand Matthew D. Reyes TIN: 236-540-041-000 Filipino	
Kerwin K. Tan TIN: 211-727-305 Filipino	
Augustus Ferreria TIN: 146-862-626 Filipino	

ACKNOWLEDGEMENT

Republic of the Philippines)
CITY OF MANILA City) S. S.

CITY OF MANILA

OCT 25 2016

BEFORE ME, a Notary Public in and for _____ City, Philippines, this _____ personally appeared:

NAME AND TIN ID
Gilbert S. Llanto TIN: 114-633-404
Antonio Manuel A. Alcantara TIN: 110-279-022
Mansueto V. Dela Peña TIN: 937-699-792
Fermin L. Gonzales TIN: 129-036-136
Napoleon E. Sentillas TIN: 105-551-186
Ronald Chan TIN: 103-715-409
Renato S. Dychangco, Jr. TIN: 123-771-733
Exequiel Robles TIN: 139-154-445
Alvin Yap Tan Unjo TIN: 108-487-731
Ferdinand Matthew D. Reyes TIN: 236-540-041-000 Filipino
Kerwin K. Tan TIN: 211-727-305
Augustus Ferreria TIN: 146-862-626

all known to me and to me known to be the same persons who executed the foregoing Articles of Incorporation and they acknowledged to me that the same is their free and voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and place first above written.

Doc. No. 352
 Page No. 70
 Book No. VI
 Series of 2016

ATTY. LEOPOLDO P. DELA ROSA
 NOTARY PUBLIC
 UNTIL DECEMBER 31, 2016
 PTR NO. 4921823 / MLA. / 01-04-16
 IBP NO. 3825412 / MLA. / 09-11-14
 ROLL NO. 28195-4 / 20 / 1978
 MOLE COMPLIANCE NO. IV-0020667-JUNE 13, 2015