

SECURITIES AND EXCHANGE COMMISSION
SEC FORM 10.1
NOTICE OF/APPLICATION FOR CONFIRMATION EXEMPT TRANSACTION

Check Applicable Box:

Application for Commission's confirmation of availability of exemption

Notice of Exempt Transaction

1. State the provision of Section 10.1 of the Code under which exemption is based:

The common and preferred shares issued by Greenergy Holdings Incorporated that are subject of the present Notice are exempt from the requirement of registration pursuant to Section 10.1, Paragraph (k) of R.A. 8799:

SEC. 10. Exempt Transactions. - 10.1. The requirement of registration under Subsection 8.1. shall not apply to the sale of any security in any of the following transactions:

xxx xxx xxx

(k) The sale of securities by an issuer to fewer than twenty (20) persons in the Philippines during any twelve-month period.

2. Information about the securities for which this Notice/Application has been filed:

(a) Title of class of securities being offered for sale/sold	Preferred and Common Shares
(b) Form of payment	Cash
(c) Number and price/value of the securities being offered for sale/sold	(i) 375,000,000 preferred shares at ₱0.10 per preferred share; (ii) 4,000,000,000 common shares at ₱0.01 per common share; and (iii) 17,600,000,000 common shares at ₱0.01 per common share.
(d) Are any of the issuer's securities listed on the Philippine Stock Exchange and, if so, describe which class is listed and latest trading price.	Yes, Common Shares. The closing price as of 24 September 2014 is ₱0.01.
(e) Are the securities traded on any other trading market and, if so, disclose latest trading price	No.
(f) Capital structure as of the date prior to this issuance: 1) Authorized capital stock, par value, number of shares and amount	The authorized capital stock is ₱2,000,000,000.00 divided into 1,000,000,000 preferred shares at ₱0.10 per preferred share equivalent to ₱100,000,000.00 and 1,900,000,000 common shares at ₱1.00 per common share equivalent to ₱1,900,000,000.00.
2) Subscribed capital stock, number of shares and amount	The subscribed capital is ₱1,900,778,565.00 divided into 1,800,778,565 common shares at ₱1.00 per common share equivalent to ₱1,800,778,565.00 and 1,000,000,000 preferred shares at ₱0.10 per preferred share equivalent to ₱100,000,000.00.
3) Unissued shares	99,221,435 common shares

3. Additional information about the securities where this Notice/Application is filed by the issuer thereof:

(a) Exact name of issuer as specified in its charter	GREENERGY HOLDINGS INCORPORATED
(b) Place (province, country or other jurisdiction of incorporation) and date thereof	Philippines 29 January 1992
(c) SEC Identification Number	ASO92-000589
(d) BIR Tax Identification Number	001-817-292
(e) Address of principal office	54 National Road, Dampol II-A, Pulilan, Bulacan
(f) Issuer's telephone number, including area code	(02) 661-6945; 579-4490
(g) Former name or former address, if any, since filing of last report with the SEC	Not applicable.
(h) Are any of the issuer's securities listed on the Philippine Stock Exchange and, if so, describe which class is listed and latest trading price.	Yes, Common Shares. The closing price as of 24 September 2014 is ₱0.01.
(i) Other securities registered with the Commission under the Revised Securities Act or the Securities Regulation Code (title of each class, number of shares)	None.
(j) Describe any other offer for sale/sale of securities by the issuer for the last 12 months for which exemptive relief from registration was claimed under RSA or Section 10.1 of the Code. This should include the basis of exemption, class of securities, amount and number of investors.	On 5 February 2014, a Notice of Exemption under 10.1 (k) was filed in relation to the issuance to 1 investor of 375,000,000 common shares at ₱0.01 per common share. On 9 October 2013, a Notice of Exemption under 10.1 (k) was filed in relation to the following Issuances of the Company's common shares: a. Issuance to 1 investor of 3,000,000,000 common shares at ₱0.01 per share; b. Issuance to 1 investor of 5,000,000,000 common shares at ₱0.01 per share; and c. Issuance to 1 investor of 5,000,000,000 common shares at ₱0.01 per share.
(k) Name of underwriter or selling agent involved in the sale	Not applicable.

4. If securities are being sold by the owner thereof, please disclose:

(a) Name of Selling Owner or Owner's Representative	Not applicable.
(b) Date of acquisition and from whom (issuer, another person)	Not applicable.
(c) Price of securities when acquired	Not applicable.

5. Terms and Conditions of the Sale:

(a) Date and place of initiation of selling efforts (or proposed date and place of sale if prior confirmation is requested)	(i) 2 July 2014, Metro Manila. (ii) 2 May 2013, Metro Manila. (iii) 22 May 2013, Metro Manila.
(b) Unless being sold by the issuer or the owner, please disclose name of person selling the securities and his authority	Not applicable.
(c) Lock-Up Period	Not applicable.
(d) Summary of other terms and conditions of the sale.	(i) Under the subscription agreement dated 2 July 2014, the 375,000,000 preferred shares shall be issued upon approval by the SEC of the creation of preferred shares. On 15 September 2014, the Company received the approval by the

	<p>SEC of the amendments to its Articles of Incorporation, which includes the creation of preferred shares.</p> <p>(ii) Under the subscription agreement dated 2 May 2013, the 4,000,000,000 common shares shall be issued upon full payment of the subscription price, which shall be made upon execution of the subscription agreement.</p> <p>(iii) Under the subscription agreement dated 22 May 2013, the 17,600,000,000 common shares shall be issued upon full payment of the subscription price. 25% of the subscription price shall be paid upon execution of the subscription agreement and the balance shall be payable on or before 22 May 2014.</p>
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6. Information about purchasers

For Applications for Confirmation:

- Check if purchasers are **existing** stockholders and indicate the **number** of existing stockholder/s.
- Check if purchasers are **new** investors not exceeding 19 and indicate the **number** of new investor/s.

(Note: A list containing the information required under this item shall be filed within 30 days from receipt of confirmation of exemption.)

For Notice of Exemption (Provide the following information:)

<p>(a) Name, address and legal residence of each purchaser, and indicate whether each purchaser is a "qualified buyer" under Section 10.1(1) of the Code.</p>	<p>(i) Earthright Holdings, Inc. ("Earthright") with principal office address at Unit 3C Value Point Executive Building, 227 Salcedo Street, Legaspi Village, Makati City, is not a qualified buyer under Section 10.1 of the Code.</p> <p>(ii) Hung Kamtin with address at Tytana Plaza, Oriente Street, Binondo, Manila, is not a qualified buyer under Section 10.1 of the Code.</p> <p>(iii) Sunchamp Real Estate Development Corp. ("Sunchamp") with principal office at the 11th Floor, Salcedo Towers, 169 H.V. De La Costa Street, Salcedo Village, Makati City, is not a qualified buyer under Section 10.1 of the Code.</p>
<p>(b) Number of shares which shall be purchased/ purchased by each purchaser</p>	<p>(i) 375,000,000 preferred shares.</p> <p>(ii) 4,000,000,000 common shares.</p> <p>(iii) 17,600,000,000 common shares.</p>
<p>(c) For each purchaser, indicate whether such person is an officer, director or holder of at least 5% of any class of equity shares of the issuer</p>	<p>(i) Earthright is a holder of at least 5% of the total issued and outstanding shares of the Company.</p> <p>(ii) Hung Kamtin is not an officer, director or holder of at least 5% of any class of equity shares of the Company.</p> <p>(iii) Sunchamp is not a holder of at least 5% of the total issued and outstanding shares of the Company.</p>
<p>(d) Indicate the class, number, and percentage of all shares of the issuer already owned by each purchaser</p>	<p>(i) Prior to the transaction, Earthright owns 25,000,000,000 common shares at ₱0.01 per common share or a total of ₱250,000,000.00, equivalent to 13.42% of the total issued and outstanding shares of the Company.</p> <p>(ii) Prior to the transaction, Hung Kamtin does not own any shares of the Company.</p> <p>(iii) Prior to the transaction, Sunchamp does not own any shares of the Company.</p>

7. Exhibits

In addition to the above information, the applicant hereby submits with this Notice/Application the following documents:

- (a) Copy of other materials to be used/used in connection with the offering for sale or sale. – Subscription Agreements.

8. Filing Fees

This notice with an application for confirmation of availability of an exemption under SRC Rule 10.1 of the Code has been submitted along with the payment of the prescribed fee in the amount of _____ under O.R. No. _____. *(Fill this up if applicable only)*

Signatures

The undersigned hereby certifies that the exemption applied for hereunder is available and all requirements set forth in SRC Rule 10.1 have been complied with.

Pursuant to the requirements of the Code and SRC Rule 10.1 thereunder **Greenenergy Holdings Incorporated** has caused this certification to be signed on its behalf by a duly authorized person who, in case of a juridical person, shall be the President thereof.

Date: _____

By:  _____
ANTONIO L. TIU
President

Instruction

The applicant shall file with the Commission five (5) copies of this SEC Form 10.1, one of which shall be manually signed by a duly authorized person who, in case of a juridical person, shall be the President.

SUBSCRIPTION AGREEMENT

This Subscription Agreement ("Agreement") is made and entered into this 2nd day of July 2014 at Makati City by and between:

I. PARTIES

GREENERGY HOLDINGS INCORPORATED, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office address at 54 National Road, Dampol II-A, Pulilan, Bulacan, represented herein by its Director and Corporate Secretary, MARTIN C. SUBIDO, and hereinafter referred to as "Corporation";

- and -

EARTHRIGHT HOLDINGS, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at Unit Value Point Executive Building, 227 Salcedo Street, Legaspi Village, Makati City, represented herein by its Chairman and President, ANTONIO L. TIU, and hereinafter referred to as the "Subscriber";

II. RECITALS

A. The Corporation has an authorized capital stock of Two Billion Pesos (Php2,000,000,000.00) divided into Two Hundred Billion (200,000,000,000) common shares with a par value of One Centavo (Php0.01) per share, of which, One Hundred Eighty-Six Billion Three Hundred Twenty-Seven Million Eight Hundred Fifty-Six Thousand Five Hundred, (186,327,856,500) common shares are currently issued and outstanding.

B. The Corporation has a pending application with the Securities and Exchange Commission ("SEC") to, among others, change the par value of common shares from One Centavo (Php0.01) to One Peso (Php1.00) and create One Billion (1,000,000,000) preferred shares equivalent to One Hundred Million Pesos (Php100,000,000.00) with a par value of Ten Centavos (Php0.10) per share.

C. After approval of said pending application, the Corporation shall immediately file an application for an increase in its authorized capital stock from Two Billion Pesos (Php2,000,000,000.00) to Three Billion Pesos (Php3,000,000,000.00).

D. The Subscriber has agreed to subscribe to, and the Corporation has agreed to issue, Thirty-Seven Million Five Hundred Thousand Pesos (Php37,500,000.00) worth of preferred shares, which, upon approval of the SEC of the creation of One Billion (1,000,000,000) preferred shares, shall be equivalent to Three Hundred Seventy-Five Million (375,000,000) preferred shares with a par value of Ten Centavos (Php0.10) per share, and Two Hundred Fifty Million Pesos (Php250,000,000.00) worth of common shares, which, upon approval of the SEC of the change in par value and of the increase in authorized capital stock, shall be equivalent to Two Hundred Fifty Million (250,000,000) common shares with a par value of One Peso (Php1.00) per share.

E. Pursuant thereto, the Subscriber and the Corporation hereby execute this Agreement, subject to the terms and conditions herein below specified.

III. OPERATIVE PROVISIONS

The Parties hereby agree as follows:

1. Subscription to Equity. Subject to the approval of the Securities and Exchange

Commission, the Subscriber agrees to subscribe to the following:

- a. Thirty-Seven Million Five Hundred Thousand Pesos (Php37,500,000.00) worth of preferred shares ("Preferred Shares") with a par value of Ten Centavos (Php0.10) per share; and
- b. Two Hundred Fifty Million Pesos (Php250,000,000.00) worth of common shares (the "Common Shares"), with a par value of One Peso (Php1.00) per share.

2. **Stock Certificate.** The Corporation shall issue to the Subscriber or its designee the certificate/s of stock evidencing the Preferred Shares and the Common Shares subscribed within a reasonable period from the approval by the SEC of the creation of the preferred shares and of the proposed increase in authorized capital stock.

3. **Payment.** The Subscriber shall pay the subscription as follows:

- a. Preferred Shares – Thirty Seven Million Five Hundred Thousand Pesos (Php37,500,000.00) as full payment for the Preferred Shares upon execution of this Agreement, receipt and full settlement of which is hereby acknowledged by the Corporation; and
- b. Common Shares – One Hundred Seventy-Seven Million Pesos (Php177,000,000.00) upon execution of this Agreement, receipt of which is hereby acknowledged by the Corporation, and the balance of Seventy-Three Million Pesos (Php73,000,000.00) upon approval by the SEC of the proposed increase in authorized capital stock.

4. **Taxes and Other Fees.** Any and all expenses involved in the transactions contemplated herein, including the payment of documentary stamp tax, shall be for the sole and exclusive account of the Corporation.

5. **Compliance with Regulatory Requirements.** The Corporation shall be solely responsible in ensuring that all necessary regulatory requirements of the SEC shall be complied with in the issuance of the Preferred Shares and the Common Shares.

6. **Implementing Documents.** The parties shall execute and deliver all other documents as may be necessary or appropriate to implement the transactions contemplated in this Agreement.

7. **Counterparts.** This Agreement may be executed in any number of counterparts which shall together constitute one agreement. Any party may enter into this Agreement by signing any such counterpart.

8. **Governing Law.** This Agreement shall be governed by and interpreted and take effect according to the laws of the Philippines.

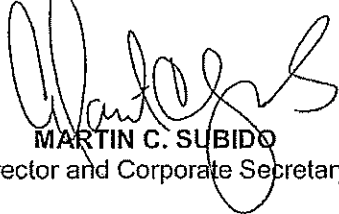
9. **Exclusive Venue.** All disputes, controversies or claims arising out of or in connection with this Agreement or the breach, termination or invalidity thereof shall be finally settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce. It is agreed that:

- a. The tribunal shall consist of three (3) arbitrators;
- b. The seat of the arbitration shall be the Philippines and the place of arbitration shall be the Philippines; and
- c. The language of arbitration shall be English.

INTENDING TO BE LEGALLY BOUND, the parties hereto have caused this Agreement to be executed as of the date and at the place first above written.

**GREENERGY HOLDINGS
INCORPORATED**


By:



MARTIN C. SUBIDO
Director and Corporate Secretary

EARTHRIGHT HOLDINGS, INC.

By:



ANTONIO L. TIU
Chairman and President

SUBSCRIPTION AGREEMENT

This Subscription Agreement is made and entered this May 2, 2013 at _____ by and between:

I. PARTIES

HUNG KAMTIN, of legal age, a citizen of Hong Kong, with address at Tytana Plaza, Oriente Street, Binondo, Manila City (hereinafter referred to as the "Subscriber");

- and -

GREENERGY HOLDINGS INCORPORATED (formerly MUSX CORPORATION), a publicly listed corporation organized and existing under and by virtue of the laws of the Philippines with principal office address at 54 National Road, Dampol II-A, Pulilan, Bulacan, Philippines and represented herein by its President and Chief Executive Officer, **Mr. Antonio L. Tiu** (hereinafter referred to as the "Corporation").

II. RECITALS

A. The Corporation has an authorized share capital of Two Billion Pesos (P2,000,000,000.00) divided into Two Billion (2,000,000,000) shares with a par value of One Centavo (P0.01) each and an outstanding capital stock of One Billion Five Hundred Thirteen Million Five Hundred Twenty Eight Thousand Six Hundred Fifty Six Pesos (P1,513,528,656.00) divided into One Hundred Fifty One Billion Three Hundred Fifty Two Million Eight Hundred Fifty Six Thousand Five Hundred (151,352,856,500) shares.

B. The Subscriber has agreed to subscribe for, and the Corporation agreed to issue, Four Billion (4,000,000,000) common shares of the Corporation from the latter's authorized capital stock; hence, this Subscription Agreement.

III. OPERATIVE PROVISIONS

The Parties hereby agree as follows:

1. **Subscription into Equity.** The Subscriber agrees to subscribe for Four Billion (4,000,000,000) primary common shares of the capital stock of the Corporation (the "Subscription Shares") at the issue price of One Centavo (P0.01) per share or a total subscription price of Forty Million Pesos (P40,000,000.00) (the "Subscription Price").

2. **Stock Certificate.** The Corporation shall issue to the Subscriber or its designee the certificate/s of stock evidencing the shares subscribed upon payment of the full amount of the Subscription Price together with interest and expenses (in case of delinquent shares) and applicable taxes relating thereto.

3. **Payment.** The Subscriber agrees to pay the Subscription Price representing the FULL settlement for the Subscription Shares upon the execution of this Subscription Agreement, receipt of which is hereby acknowledged by the Corporation.

4. **Taxes and Other Fees.** Any and all expenses involved in the transactions contemplated herein, including the payment of documentary stamp tax, shall be for the sole and exclusive account of the Corporation.

5. **Compliance with Regulatory Requirements.** The Corporation shall be solely responsible in ensuring that all necessary regulatory requirements of the SEC shall be complied with in the issuance of the Subscription Shares.

6. **Implementing Documents.** The parties shall execute and deliver all other documents as may be necessary or appropriate to implement the transactions contemplated in this Agreement.

7. **Counterparts.** This Agreement may be executed in any number of counterparts which shall together constitute one agreement. Any Party may enter into this Deed by signing any such counterpart.

8. **Governing Law.** This Agreement shall be governed by and interpreted and take effect according to the laws of the Philippines.

9. **Arbitration.** All disputes, controversy or claim arising out of or in connection with this Agreement or the breach, termination or invalidity thereof shall be finally settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce. It is agreed that:

(a) The tribunal shall consist of three (3) arbitrators.

(b) The seat of the arbitration shall be the Philippines and the place of arbitration shall be the Philippines.

(c) The language of arbitration shall be English.

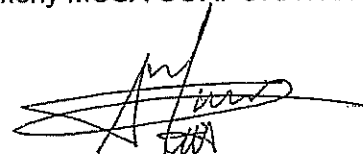
INTENDING TO BE LEGALLY BOUND, the Parties hereto have caused this Agreement to be executed as of the date and at the place first above written.

洪金电

HUNG KAMTIN
Subscriber

**GREENERGY HOLDINGS
INCORPORATED**
(formerly MUSX CORPORATION)

By:



ANTONIO L. TIU
President and CEO

SUBSCRIPTION AGREEMENT

This Subscription Agreement is made and entered this May 22, 2013 at _____ by and between:

I. PARTIES

SUNCHAMP REAL ESTATE DEVELOPMENT CORP., a corporation organized and existing under the laws of the Philippines, with principal office address at 35 Gasan Street, Masambong, SFDM, Quezon City, represented herein by its Treasurer, **Mr. James L. Tiu** (hereinafter referred to as the "Subscriber");

- and -

GREENERGY HOLDINGS INCORPORATED (formerly MUSX CORPORATION), a publicly listed corporation organized and existing under and by virtue of the laws of the Philippines with principal office address at 54 National Road, Dampol II-A, Pulilan, Bulacan, Philippines and represented herein by its President and Chief Executive Officer, **Mr. Antonio L. Tiu** (hereinafter referred to as the "Corporation").

II. RECITALS

A. The Corporation has an authorized share capital of Two Billion Pesos (P2,000,000,000.00) divided into Two Billion (2,000,000,000) shares with a par value of One Centavo (P0.01) each and an outstanding capital stock of One Billion Five Hundred Fifty Three Million Five Hundred Twenty Eight Thousand Six Hundred Fifty Six Pesos (P1,553,528,656.00) divided into One Hundred Fifty Five Billion Three Hundred Fifty Two Million Eight Hundred Fifty Six Thousand Five Hundred (155,352,856,500) shares.

B. The Subscriber has agreed to subscribe for, and the Corporation agreed to issue, Seventeen Billion Six Hundred Million (17,600,000,000) common shares of the Corporation from the latter's authorized capital stock; hence, this Subscription Agreement.

III. OPERATIVE PROVISIONS

The Parties hereby agree as follows:

1. **Subscription into Equity.** The Subscriber agrees to subscribe for Seventeen Billion Six Hundred Million (17,600,000,000) primary common shares of the capital stock of the Corporation (the "Subscription Shares") at the issue price of One Philippine Centavo (P0.01) per share or a total subscription price of One Hundred Seventy Six Million Pesos (P176,000,000.00) (the "Subscription Price").

2. **Stock Certificate.** The Corporation shall issue to the Subscriber or its designee the certificate/s of stock evidencing the shares subscribed upon payment of the full amount of the Subscription Price together with interest and expenses (in case of delinquent shares) and applicable taxes relating thereto.

3. **Payment.** The Subscriber agrees to pay 25% of the Subscription Price equivalent to Forty Four Million Pesos (P44,000,000.00) upon the execution of this Subscription Agreement, receipt of which is hereby acknowledged by the Corporation, and to pay the balance of the Subscription Price on or before May 22, 2014.

4. **Taxes and Other Fees.** Any and all expenses involved in the transactions contemplated herein, including the payment of documentary stamp tax, shall be for the sole and exclusive account of the Corporation.

5. **Compliance with Regulatory Requirements.** The Corporation shall be solely responsible in ensuring that all necessary regulatory requirements of the SEC shall be complied with in the issuance of the Subscription Shares.

6. **Implementing Documents.** The parties shall execute and deliver all other documents as may be necessary or appropriate to implement the transactions contemplated in this Agreement.

7. **Counterparts.** This Agreement may be executed in any number of counterparts which shall together constitute one agreement. Any Party may enter into this Deed by signing any such counterpart.

8. **Governing Law.** This Agreement shall be governed by and interpreted and take effect according to the laws of the Philippines.

9. **Arbitration.** All disputes, controversy or claim arising out of or in connection with this Agreement or the breach, termination or invalidity thereof shall be finally settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce. It is agreed that:

(a) The tribunal shall consist of three (3) arbitrators.


(b) The seat of the arbitration shall be the Philippines and the place of arbitration shall be the Philippines.

(c) The language of arbitration shall be English.

INTENDING TO BE LEGALLY BOUND, the Parties hereto have caused this Agreement to be executed as of the date and at the place first above written.


**SUNCHAMP REAL ESTATE
DEVELOPMENT CORP.**

By:


JAMES L. TIU
Treasurer

**GREENERGY HOLDINGS
INCORPORATED**
(formerly MUSX CORPORATION)

By:


ANTONIO L. TIU
President and CEO