



GREENERGY
Holdings

GREENERGY HOLDINGS INCORPORATED
(formerly MUSX Corporation)
54 National Road, Dampol II-A
Pulilan, Bulacan
Tel. No. (02) 661-6945

9 October 2013

PHILIPPINE STOCK EXCHANGE, INC.
3rd Floor, Philippine Stock Exchange Plaza
Ayala Triangle, Ayala Avenue
Makati City, Metro Manila

Attention : **MS. JANET A. ENCARNACION**
Head, Disclosure Department

MR. JUAN FEDERICO C. DE LEON
Senior Specialist, Disclosure Department

Subject : **Notice of Exempt Transaction**
(SEC Form 10-1)

Gentlemen:

In accordance with the Revised Disclosure Rules of the Philippine Stock Exchange, we are furnishing herewith SEC Form 10-1 which was filed with the Securities and Exchange Commission.

We trust that you find the foregoing in order.

With our Best Regards,

JENNIFER T. ONG
Alternate Corporate
Information Officer

GREENERGY HOLDINGS INCORPORATED

Name of issuer whose securities are being offered for sale or sold

8 October 2013

Date

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 13,000,000,000 common shares issued by Greenergy Holdings Incorporated 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	Common Shares
(b) Form of payment	Cash
(c) Number and price/value of the securities being offered for sale/sold	13,000,000,000 common shares at P0.01 per 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 latest trading/closing is P 0.012 as of 8 October 2013.
(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	P2,000,000,000.00 divided into 200,000,000,000 common shares at P0.01 per common share.
2) Subscribed capital stock, number of shares and amount	P1,729,528,565.00 divided into 172,952,856,500 common shares at P0.01 per share.
3) Unissued shares	27,047,143,500 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 II-A, Dampol Road, Pulilan, 3005 Bulacan

(f) Issuer's telephone number, including area code	(02) 661-6945
(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 latest trading/closing is ₱ 0.012 as of 8 October 2013.
(i) Other securities registered with the Commission under the Revised Securities Act or the Securities Regulation Code (title of each class, number of shares)	Not applicable.
(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.	<p>a. On 10 October 2012, a Notice of Exemption under 10.1(e) of the SRC was filed in relation to the issuance to 1 investor of 2,500,000,000 common shares at ₱0.01 per share.</p> <p>b. On 15 October 2012, Notices of Exemption, both under 10.1(k) of the SRC were filed in relation to the following issuances of common shares of the Company:</p> <ul style="list-style-type: none"> (i) Issuance to 1 investor of 20,776,856,000 common shares at 0.02 per share; and (ii) Issuance to the same investor of: (i) warrants covering 10,489,500,000 common shares with an exercise price of ₱0.020 per share exercisable within 1 year from 5 October 2012; and (ii) warrants covering 10,489,500,000 common shares with an exercise price of ₱0.030 per share exercisable within 3 years from 5 October 2012. <p>c. On 29 January 2013, a Notice of Exemption under 10.1(k) of the SRC was filed in relation to the following issuances of common shares of the Company:</p> <ul style="list-style-type: none"> (i) Issuance to 1 investor of 3,000,000,000 common shares at ₱0.01 per share; (ii) Issuance to 1 investor of 5,200,000,000 common shares at ₱0.01 per share; (iii) Issuance to 1 investor of 3,600,000,000 common shares at ₱0.01 per share; (iv) Issuance to 1 investor of 1,250,000,000 common shares at ₱0.01 per share; (v) Issuance to 1 investor of 2,000,000,000 common shares at ₱0.01 per share; (vi) Issuance to 1 investor of 5,000,000,000 common shares at ₱0.01 per share; (vii) Issuance to 1 investor of 2,500,000,000 common shares at ₱0.01 per share;

	(viii) Issuance to 1 investor of 2,150,000,000 common shares at ₱0.01 per share; (ix) Issuance to 1 investor of 3,000,000,000 common shares at ₱0.01 per share; and (x) Issuance to 1 investor of 6,000,000,000 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)	8 October 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.	The subscription agreement of Sure Anthony Ching provides that the subscription price shall be paid in full upon execution of the subscription agreement. The subscription agreements of ARC Estate & Project Corp. and Three Star Capital Limited (BVI) provide that twenty-five (25%) of the subscription price shall be paid upon execution of the subscription agreement and the balance on or before 1 September 2014.

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:)

(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.	1. Sure Anthony Ching with residential address at 258 3 rd Street, General Luna Street, Caloocan City is not a qualified buyer under Section 10.1 of the Code
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	<p>2. ARC Estate & Project Corp. with principal office address at Unit 111 Cedar Mansion II, Escriva Drive, Ortigas Center, Barangay San Antonio, Pasig City is not a qualified buyer under Section 10.1 of the Code.</p> <p>3. Three Star Capital Limited (BVI) with registered office at P.O. Box 2234 IFS Chambers Road Town, Tortola British Virgin Islands is not a qualified buyer under Section 10.1 (1) of the Code.</p>
(b) Number of shares which shall be purchased/ purchased by each purchaser	<p>1. Sure Anthony Ching- 3,000,000,000 common shares</p> <p>2. ARC Estate & Project Corp.- 5,000,000,000 common shares</p> <p>3. Three Star Capital Limited (BVI)- 5,000,000,000 common shares</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>1. Sure Anthony Ching is not an officer, director or holder of at least 5% of any class of equity shares of the Company.</p> <p>2. ARC Estate & Project Corp. is not a holder of at least 5% of any class of equity shares of the Company.</p> <p>3. Prior to its acquisition of 5,000,000,000 common shares of the Company, Three Star Capital Limited (BVI) has 6,000,000,000 shares or equivalent to 3.47% of the total issued and outstanding shares of the Company as of 30 September 2013. After its acquisition, Three Star Capital Limited (BVI) has a total of 11,000,000,000 common shares or 5.92% of the total issued and outstanding shares of the Company.</p>
(d) Indicate the class, number, and percentage of all shares of the issuer already owned by each purchaser	<p>1. Not applicable.</p> <p>2. Not applicable.</p> <p>3. Prior to its acquisition of 5,000,000,000 common shares of the Company on 8 October 2013, Three Star Capital Limited (BVI) has 6,000,000,000 shares or 3.47% of the total issued and outstanding 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) Copies of the respective 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)

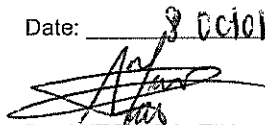
Signatures

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 Greenergy Holdings Incorporated
(Name of Seller)

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: 8 October 2013



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 8 October 2013 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 President and CEO, ANTONIO L. TIU, and hereinafter referred to as "Corporation";

- and -

SURE ANTHONY T. CHING, of legal age, Filipino, with address at 258 3rd Street, Gen. Luna Street, Caloocan City, 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 Seventy-Two Billion Nine Hundred Fifty-Two Million Eight Hundred Fifty-Six Thousand Five Hundred, (172,952,856,500) common shares are currently issued and outstanding.

B. The Subscriber has agreed to subscribe for, and the Corporation has agreed to issue, Three Billion (3,000,000,000) common shares of the Corporation from the latter's authorized capital stock.

C. 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.** The Subscriber agrees to subscribe for Three Billion (3,000,000,000) common shares of the capital stock of the Corporation (the "Subscription Shares"), with a par value of One Centavo (Php0.01) per share.

2. **Stock Certificate.** The Corporation shall issue to the Subscriber or its designee the certificate/s of stock evidencing the shares subscribed within a reasonable period from the execution of this Agreement.

3. **Payment.** The Subscriber shall pay Thirty Million Pesos (Php30,000,000.00) (the "Subscription Price") as full payment for the Subscription Shares, receipt and full settlement 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.

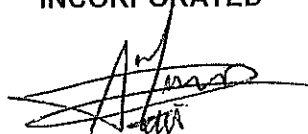
9. **Exclusive Venue.** All disputes, controversies or claims arising out of or in connection with this Agreement or the breach, termination or invalidity thereof shall be finally settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce. It is agreed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

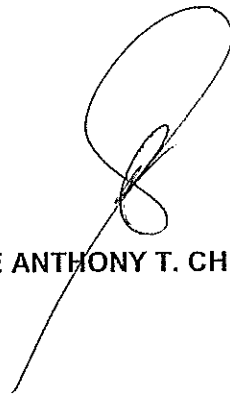
INTENDING TO BE LEGALLY BOUND, the Parties hereto have caused this Agreement to be executed as of the date and at the place first above written.

**GREENERGY HOLDINGS
INCORPORATED**

By:



ANTONIO L. TIU
President and CEO



SURE ANTHONY T. CHING

SUBSCRIPTION AGREEMENT

This Subscription Agreement ("Agreement") is made and entered into this 8 October 2013 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, Pullitan, Bulacan, represented herein by its Chairman, GEORGE Y. UY, and hereinafter referred to as "Corporation";

- and -

THREE STAR CAPITAL LIMITED (BVI), a corporation duly organized and existing under and by virtue of the laws of the British Virgin Islands, with registered office address at P.O. Box 2234, IFS Chambers, Road Town, Tortola, British Virgin Islands, represented herein by its Director, 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 Seventy-Two Billion Nine Hundred Fifty-Two Million Eight Hundred Fifty-Six Thousand Five Hundred, (172,952,856,500) common shares are currently issued and outstanding.

B. The Subscriber has agreed to subscribe for, and the Corporation has agreed to issue, Five Billion (5,000,000,000) common shares of the Corporation from the latter's authorized capital stock.

C. 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.** The Subscriber agrees to subscribe for Five Billion (5,000,000,000) common shares of the capital stock of the Corporation (the "Subscription Shares"), at the issue price of One Centavo (Php0.01) per share or a total subscription price of Fifty Million Pesos (Php50,000,000.00) (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 Twelve Million Five Hundred Thousand Pesos (Php12,500,000.00) upon execution of this Agreement, receipt of which is hereby acknowledged by the Corporation, and to pay the balance of the Subscription Price on or before 1 September 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 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.

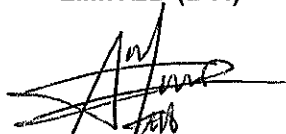
**GREENERGY HOLDINGS
INCORPORATED**

By:


GEORGE Y. UY
Chairman

**THREE STAR CAPITAL
LIMITED (BVI)**

By:


ANTONIO L. TIU
Director

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- and -

ARC ESTATE & PROJECT CORPORATION, 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 111 Cedar Mansion II, Escriva Drive, Ortigas Center, Barangay San Antonio, Pasig City, represented herein by its Chairman and President, ANTONIO CO, 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 Seventy-Two Billion Nine Hundred Fifty-Two Million Eight Hundred Fifty-Six Thousand Five Hundred, (172,952,856,500) common shares are currently issued and outstanding.

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1. **Subscription to Equity.** The Subscriber agrees to subscribe for Five Billion (5,000,000,000) common shares of the capital stock of the Corporation (the "Subscription Shares"), at the issue price of One Centavo (Php0.01) per share or a total subscription price of Fifty Million Pesos (Php50,000,000.00) (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 Twelve Million Five Hundred Thousand Pesos (Php12,500,000.00) upon execution of this Agreement, receipt of which is hereby acknowledged by the Corporation, and to pay the balance of the Subscription Price on or before 1 September 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.

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- a. The tribunal shall consist of three (3) arbitrators;
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**GREENERGY HOLDINGS
INCORPORATED**

By:



ANTONIO L. TIU
President and CEO

**ARC ESTATE & PROJECT
CORPORATION**

By:



ANTONIO CO
Chairman and President