

COVER SHEET

A 1 9 9 7 0 1 8 4 8
S.E.C. Registration Number

A G R I N U R T U R E , I N C .

(Company's Full Name)

3 5 G A S A N S T . M A S A M B O N G , S F D M
Q U E Z O N C I T Y , M E T R O M A N I L A

(Business Address: No. Street City/Town/Province)

Kenneth S. Tan
Contact Person

4135566
Company Telephone Number

1 2 3 1
Month Day
Fiscal Year

1 7 - C
FORM TYPE

Last Saturday of December
Month Day
Annual Meeting

N/A
Secondary License Type, If Applicable

Dept. Requiring this Doc.

N/A
Amended Articles Number/Section

Total No. of Stockholders

Total Amount of Borrowings
Domestic Foreign

To be accomplished by SEC Personnel concerned

File Number

LCU

Document I. D.

Cashier

STAMPS

Remarks = pls. use black ink for scanning purposes

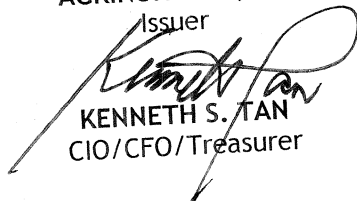
SIGNATURES

Pursuant to the requirements of the Securities Regulation Code, the issuer has duly caused
report to be signed on its behalf by the undersigned hereunto duly authorized.

23 December 2009
Date

AGRINURTURE, INC.

Issuer

A handwritten signature in black ink, appearing to read 'Kenneth S. Tan', written over the printed name and title.

KENNETH S. TAN
CIO/CFO/Treasurer

SUBSCRIPTION AGREEMENT

This Subscription Agreement is made and entered into on this ~~23~~ **23** day of December 2009 by and between:

I. PARTIES

SOUTHERN FIELD LIMITED, an international business company incorporated under the International Companies Ordinance 1984 of the British Virgin Islands, with registered principal office at Palm Grove House, P.O. Box 438, Road Town, Tortola, British Virgin Islands (hereinafter referred to as the "Subscriber");

- and -

AGRINURTURE, INC., a company incorporated in the Philippines with principal office address at No. 54 National Road, Dampol II-A Pulilan, Bulacan, Philippines (hereinafter referred to as the "Corporation");

II. RECITALS

A. The Corporation has an authorized capital stock of PHP300,000,000.00 divided into 300,000,000 common shares with a par value of PHP1.00 per share.

B. The Corporation intends to issue primary common shares out of its unissued and unsubscribed common shares.

C. The Subscriber has offered to subscribe for the primary common shares and the Corporation is amenable to the said offer subject to the terms and conditions herein below specified.

III. OPERATIVE PROVISIONS

The Parties hereby agree as follows:

1. **Subscription into Equity.** The Subscriber agrees to subscribe for Four Million Thirty One Thousand Eight Hundred Forty Three (4,031,843) primary common shares of the capital stock of the Corporation (the "Subscription Shares"), with a par value of PHP1.00 per share.
2. **Stock Certificate.** The Corporation shall issue to the Subscriber or its designee the certificate/s of stock evidencing the shares subscribed.
3. **Payment.** The Subscriber agrees to pay the amount of PHP96,824,664.00 (the "Subscription Price") as full payment for the Subscription Shares, receipt of which in full is hereby acknowledged by the Corporation.

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

4. **Compliance with Regulatory Requirements.** The Corporation shall be solely responsible in ensuring that all necessary regulatory requirements of the Securities and Exchange Commission of the Philippines (the "SEC") shall be complied with in the issuance of the Subscription Shares.

5. **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.

6. **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.

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

8. **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 first above written.

SOUTHERN FIELD LIMITED

By:


DANIEL GO

Date December 23, 2009

AGRINURTURE, INC.

By: 

ANTONIO L. TIU

President/CEO

Date December 23, 2009

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

) S.S.

CITY OF MANILA.


BEFORE ME, this 23 day of DEC 23 2009, 2009, in CITY OF MANILA personally appeared the following parties with their respective Community Tax Certificates and competent evidence of their identity bearing their photograph and signature, to wit:

NAME	CTC NO.	PLACE/ DATE OF ISSUE	GOV'T ISSUED ID	ISSUING AGENCY/ PLACE and DATE OF ISSUE
Antonio Tiu	11221579	BC, 1-5-09	AX1478710	DFA, June 25, 2008

known to me and to me known to be the same persons who executed the foregoing Subscription Agreement consisting of three (3) pages, including the page whereon this acknowledgement is written, and the foregoing persons acknowledged to me that the same is their free and voluntary act and deed, as well as that of the corporation herein represented.

WITNESS MY AND SEAL on the date and at the place first written above.

Doc. No. 223 ;
Page No. 23 ;
Book No. 85 ;
Series of 2009


ATTY. EDITHA P. TALABOC
Notary Public
Until Dec. 31, 2009
PTR No. 7193443 / Jan. 05, 2009
IBP No. 729359 / Roll No. 43135

SUBSCRIPTION AGREEMENT

DEC 23 2009

This Subscription Agreement is made and entered into this 23 day of December 2009 by and between:

I. PARTIES

GEM GLOBAL YIELD FUND LIMITED, a corporation incorporated in the Cayman Islands with registered office at c/o Q&H Corporate Services, Ltd., Third Floor, Harbour Centre, P.O. Box 1348 George Town, Grand Cayman, Cayman Islands (hereinafter referred to as the "Subscriber");

- and -

AGRINURTURE, INC., a company incorporated in the Philippines with principal office address is at No. 54 National Road, Dampol II-A Pullan, Butacan, Philippines (hereinafter referred to as the "Corporation");

II. RECITALS

A. The Corporation has an authorized capital stock of PHP300,000,000.00 divided into 300,000,000 common shares with a par value of PHP1.00 per share.

B. By an Equity Line of Credit Agreement, the Subscriber agreed to subscribe for, and the Corporation agreed to issue, primary common shares in the Corporation from time to time, subject to the terms and conditions set out in the Equity Line of Credit Agreement.

C. Pursuant to the Equity Line of Credit Agreement, the Subscriber and the Company agree to enter into this Subscription Agreement.

III. OPERATIVE PROVISIONS

The Parties hereby agree as follows:

1. **Subscription into Equity.** The Subscriber agrees to subscribe for Nine Million Three Hundred Thousand (9,300,000) primary common shares of the capital stock of the Corporation (the "Subscription Shares"), with a par value of PHP1.00 per share.

2. **Stock Certificate.** The Corporation shall issue to the Subscriber or its designee the certificate/s of stock evidencing the shares subscribed.

3. **Payment.** The Subscriber agrees to pay the amount of PHP223,319,399.00 (the "Subscription Price") as full payment for the Subscription Shares, receipt of which in full is hereby acknowledged by the Corporation.

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

4. **Compliance with Regulatory Requirements.** The Corporation shall be solely responsible in ensuring that all necessary regulatory requirements of the Securities and Exchange Commission of the Philippines (the "SEC") shall be complied with in the issuance of the Subscription Shares.

5. **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.

6. **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.

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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 first above written.

GEM GLOBAL YIELD FUND LIMITED

By: 

CLIVE NEEDHAM

Date 21 December 2009

AGRINURTURE, INC.

By: 


ANTONIO L. TIU
President/CEO

Date December 23, 2009

ACKNOWLEDGMENT

BEFORE Me, a Notary Public for and in CITY OF MANTUA,
 this day of DEC 23 2009, personally appeared _____
 with CTC/Passport No. _____ issued at _____ on _____
 known to me and to me known to be the same person
 who executed the foregoing _____ consisting of _____
 page/s, and acknowledged to me that the same is his/her
 free act and voluntary deed.

REG. NO. 224
 PAGE NO. 23
 BOOK NO. 85
 SERIES OF 01


 ATTY. EDITHA P. TALABOC
 Notary Public
 Until Dec. 31, 2009
 PTR No. 7193443 / Jan. 05, 2009
 IBP No. 729359 / Roll No. 43135