

COVER SHEET

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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														

8793256														
Company Telephone Number														

1	2
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Month

3	1
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Day

Fiscal Year

1	7	-	C	
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FORM TYPE

Annual Meeting

Last Saturday of December				
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Month

Day

N/A									
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Secondary License Type, If Applicable

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Dept. Requiring this Doc.

N/A														
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Amended Articles Number/Section

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Total No. of Stockholders

Total Amount of Borrowings

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Domestic

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Foreign

To be accomplished by SEC Personnel concerned

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File Number

LCU

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Document I. D.

Cashier

S T A M P S									
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SECURITIES AND EXCHANGE COMMISSION

SEC FORM 17-C

CURRENT REPORT UNDER SECTION 17
OF THE SECURITIES REGULATION CODE
AND SRC RULE 17.2(c) THEREUNDER

1. 08 February 2010

.....
Date of Report (Date of earliest event reported)

2. SEC Identification Number **A199701848** 3. BIR Tax Identification No. 200-302-092-000

4. **AGRINURTURE, INC.**

Exact name of issuer as specified in its charter

5. **Pulilan, Bulacan, Philippines**
Province, country or other jurisdiction of incorporation
6. (SEC Use Only)
Industry Classification Code:
7. **#54 National Road, Dampol II-A, Pulilan, Bulacan, Philippines**
Address of principal office
- 3005
Postal Code
8. **(02) 8793256**
Issuer's telephone number, including area code
9. **N/A**
Former name or former address, if changed since last report

10. Securities registered pursuant to Sections 8 and 12 of the SRC or Sections 4 and 8 of the RSA

Title of Each Class	Number of Shares of Common Stock Outstanding
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Common Shares	191,868,445
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Title of Each Class	Number of Shares of Listed Common Stock
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Common Shares	178,536,602
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Title of Each Class	Number of Shares of Unissued Common Stock
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Common Shares	108,131,555
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11. Indicate the item numbers reported herein:

Item 9: Subscription Agreements

The following have subscribed to an aggregate amount of 3,435,426 primary common shares of AgriNurture, Inc. (the "Company") at Php24.015 per share thereby infusing fresh capital to the Company:

Name	No. of Shares	Amount Paid
Jose Enrique N. Songco, Jr.	200,000	4,803,000.00
Frederick Sia	208,203	5,000,000.00
Sherwin Yao	416,406	10,000,000.00
Robert Go	936,914	22,500,000.00
Ann Buencamino	1,303,652	31,307,244.00
Southern Field Limited	370,251	8,891,600.00
TOTAL	3,435,426	Php 82,501,844.00

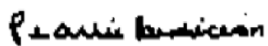
Copies of the Subscription Agreements are attached here for your reference.

SIGNATURES

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

AGRINURTURE, INC.
Issuer

08 February 2010
Date

A handwritten signature in black ink, appearing to read "Pearlie Bendicion".

PEARLIE BENDICION
ALTERNATE CIO

SUBSCRIPTION AGREEMENT

This Subscription Agreement is made and entered this 08 FEB 2010 day of _____ 2010 by and between:

I. PARTIES

ROBERT GO, of legal age, Filipino, with address at 78 Villamor St., Bo. Obrero, Davao City (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 Nine Hundred Thirty Six Thousand Nine Hundred Fourteen (936,914) 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 PHP22,500,000.00 (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.



ROBERT GO

Date _____

AGRINURTURE, INC.

By: 

ANTONIO L. TIU

President/CEO

Date _____

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

MAKATI CITY

) S.S.

BEFORE ME, this 08 FEB 2010 day of 20, in MAKATI CITY 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
ROBERT DUY GO	CCI 2009	DAVAO CITY	DRIVER'S LICENSE	LTO DAVAO CITY
	14032023	1/8/10	# N15-79-028239	12/19/08


Antonio Tiu

Passport No. XX1478710 DFA, Manila - 06/25/08

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. 215 ;
Page No. 43 ;
Book No. 1 ;
Series of 20 10.


ATTY. DANIEL C. SUBIDO
NOTARY PUBLIC
UNTIL DECEMBER 31, 2010
ROLL NO. 43213
IBP LIFETIME MEMBER NO. 02205
PTR NO. 1567961 - 01/05/09
NOTARIAL COMMISSION NO. M-523

SUBSCRIPTION AGREEMENT

This Subscription Agreement is made and entered this 08 FEB 2010 day of _____ 2010 by and between:

I. PARTIES

FREDERICK SIA, of legal age, Filipino, with address at 87 Unit 7 Apo Street, Quezon City (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 Two Hundred Eight Thousand Two Hundred Three (208,203) 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 PHP5,000,000.00 (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.


FREDERICK SIA

Date 1-21-10

AGRINURTURE, INC.

By:


ANTONIO L. TIW

President/CEO

Date _____

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

) S.S.


BEFORE ME, this 08 day of FEB 2010, in MAKATI CITY 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			Passport XX1478710	No DFA 6/25/2008 Manila,
FREDERICK SIA			DRIVERS LIC NO 492224253	LTD, Q.C 3-29-07

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. 214;
Page No. 43;
Book No. I;
Series of 20 10.


ATTY. DANIEL C. SUBIDO
NOTARY PUBLIC
UNTIL DECEMBER 31, 2010
ROLL NO. 43213
IBP LIFETIME MEMBER NO. 02205
PTR NO. 1567961 - 01/05/09
NOTARIAL COMMISSION NO. M-523

SUBSCRIPTION AGREEMENT

This Subscription Agreement is made and entered this 08 FEB day of 2010 by and between:

I. PARTIES

SHERWIN YAO, of legal age, Filipino, with address at 718 Edsa Cubao, Quezon City(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 Hundred Sixteen Thousand Four Hundred Six (416,406) 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 PHP10,000,000.00 (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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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.


SHERWIN YAO

Date _____

AGRINURTURE, INC.

By: 

ANTONIO L. TIU

President/CEO

Date _____

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
MAKATI CITY) S.S.


BEFORE ME, this ___ day of 08 FEB 2010, in MAKATI CITY 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
SHERWIN YAU Antonio Tin	N0495-328413		DRIVERS LICENSE Passport No. XX1472HO	LT01 NARDAWONG / OCT 15, 2009 DFA Manila 06-25-08

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. 216 ;
Page No. 44 ;
Book No. 1 ;
Series of 20 10.


ATTY. DANIEL C. SUBIDO
NOTARY PUBLIC
UNTIL DECEMBER 31, 2010
ROLL NO. 43213
IBP LIFETIME MEMBER NO. 02205
PTR NO. 1567961 - 01/05/09
NOTARIAL COMMISSION NO. M-523

SUBSCRIPTION AGREEMENT

This Subscription Agreement is made and entered this 08 FEB 2010 day of _____ 2010 by and between:

I. PARTIES

JOSE ENRIQUE N. SONGCO, JR., of legal age, Filipino, with address at 8 Illinois North East Greenhills, San Juan City (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 Two Hundred Thousand (200,000) 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 PHP4,803,000.00 (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.


JOSE ENRIQUE N. SONGCO, JR.
Date _____

AGRINURTURE, INC.

By:



ANTONIO L. TIU

President/CEO

Date _____

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

MAKATI CITY

) S.S.


BEFORE ME, this ___ day of 8 FEB 2010, in MAKATI CITY 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
Jose Enrique Soriga, Jr.			NDI-86-03/002	LTD / 01-13-10
Antonio Tiu			Passport N/D. XX1478710	DFA / 06-25-08

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. 217 ;
Page No. 44 ;
Book No. I ;
Series of 20 10.


ATTY. DANIEL C. SUBIDO
NOTARY PUBLIC
UNTIL DECEMBER 31, 2010
ROLL NO. 43213
IBP LIFETIME MEMBER NO. 02205
PTR NO. 1567961 - 01/05/09
NOTARIAL COMMISSION NO. M-523

SUBSCRIPTION AGREEMENT

08 FEB 2010

This Subscription Agreement is made and entered this ____ day of _____ 2010 by and between:

I. PARTIES

ANN LORAIN BUENCAMINO, of legal age, Filipino, with address at 24 Green Street, Capitol Hills Golf, Ayala Heights Subdivision, Old Balara, Quezon City (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 One Million Three Hundred Three Thousand Six Hundred Fifty Two (1,303,652) 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 PHP31,307,244.00 (the "Subscription Price") as full payment for the Subscription Shares, receipt of which in full is hereby acknowledged by the Corporation.

SUBSCRIPTION AGREEMENT

This Subscription Agreement is made and entered this ____ day of _____ 2010 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 Three Hundred Seventy Thousand Two Hundred Fifty One (370,251) 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 PHP8,891,600.00 (the "Subscription Price") as full payment for the Subscription Shares, receipt of which in full is hereby acknowledged by the Corporation.

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.


ANN LORAINE BUENCAMINO
Date _____

AGRINURTURE, INC.

By:


ANTONIO L. TIUA
President/CEO
Date _____

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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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.

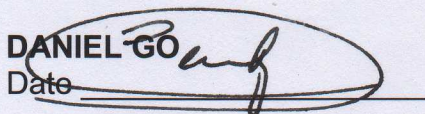
INTENDING TO BE LEGALLY BOUND, the Parties hereto have caused this Agreement to be executed as of the date first above written.

SOUTHERN FIELD LIMITED

By:

DANIEL GO

Date



ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

MAKATI CITY

) S.S.


BEFORE ME, this 08 FEB 2010 day of 20, in MAKATI CITY 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
AUN LORAIN BUENACAMINO	18360916	JAN. 15, 2010 R. C.	DRIVER'S LICENSE	LTD. # : NQ304-109092
Antonio Tiua			Passport No. xx1475710	DFA Manila - 06/26/08

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. 219 ;
Page No. 44 ;
Book No. I ;
Series of 2010.


ATTY. DANIEL C. SUBIDO
NOTARY PUBLIC
UNTIL DECEMBER 31, 2010
ROLL NO. 43213
IBP LIFETIME MEMBER NO. 02205
PTR NO. 1567961 - 01/05/09
NOTARIAL COMMISSION NO. M-523

AGRINURTURE, INC.

By: 

ANTONIO L. TIU
President/CEO

Date _____

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

MAKATI CITY

) S.S.

BEFORE ME, this 08 FEB 2010 day of 20, in MAKATI CITY 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
Daniel Go				
Antonio Tiu			Passport No. XX1478710	DFA Manila - 06-25-08

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.

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