



FIRST PACIFIC COMPANY LIMITED

第一太平

(Incorporated with limited liability under the laws of Bermuda)

Website: <http://www.firstpacco.com>

(Stock Code: 00142)

OVERSEAS REGULATORY ANNOUNCEMENT

(This overseas regulatory announcement is issued pursuant to Rule 13.09(2) of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited.)

Please refer to the attached disclosures filed by Metro Pacific Investments Corporation (“MPIC”) with the Philippine Stock Exchange, in relation to the following:-

- (i) SEC Form 17-C disclosing the approval of increase in capital stock of DMCI-MPIC Water Company, Inc.; and**
- (ii) SEC Form 10-1 relating to Notice of Exempt Transaction in relation to the issuance to LAWL Pte. Ltd. of MPIC shares (attached with Subscription Agreement date 10th July, 2009).**

Dated this the 14th day of July, 2009

As at the date of this announcement, the board of directors of First Pacific Company Limited comprises the following directors:

Anthoni Salim, *Chairman*
Manuel V. Pangilinan, *Managing Director and CEO*
Edward A. Tortorici
Robert C. Nicholson
Ambassador Albert F. del Rosario
Napoleon L. Nazareno
Professor Edward K.Y. Chen*, *GBS, CBE, JP*

Tedy Djuhar
Sutanto Djuhar
Ibrahim Risjad
Benny S. Santoso
Graham L. Pickles*
Sir David W.C. Tang*, *KBE*

**Independent Non-executive Directors*

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. 20 FEBRUARY 2009
Date of Report (Date of earliest event reported)
2. SEC Identification Number CS200604494
3. BIR Tax Identification No. 244-520-457-000
4. METRO PACIFIC INVESTMENTS CORPORATION
Exact name of issuer as specified in its charter
5. METRO MANILA, PHILIPPINES
Province, country or other jurisdiction of
incorporation
6. (SEC Use Only)
Industry Classification Code:
7. 10th Floor, MGO BUILDING, LEGAZPI COR. DELA ROSA STREETS, LEGAZPI VILLAGE, MAKATI CITY,
METRO MANILA, PHILIPPINES
Address of principal office Postal Code
8. (632) 888-8888
Issuer's telephone number, including area code
9. NA
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 and Amount of Debt Outstanding
COMMON SHARES OF STOCK	9,420,266,813*

**as reported by the stock transfer agent as of 30 June 2009.*

11. Indicate the item numbers reported herein: Item 9.

Item 9. Other Items

Approval of Increase in Capital Stock of DMCI-MPIC Water Company, Inc.

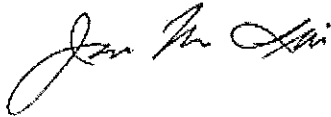
On July 9, 2009, the Securities and Exchange Commission approved the increase in authorized capital stock of DMCI-MPIC Water Company, Inc. (DMWC) from P6,000,000,000.00 to P8,884,800,000.00 or an increase of P2,884,800,000.00. Of such increase, Metro Pacific Investments Corporation (MPIC or Issuer) subscribed to 1,923,200,000 shares. As a result of the foregoing subscription, MPIC now owns 55.41% of the total issued and outstanding capital stock of DMWC.

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.

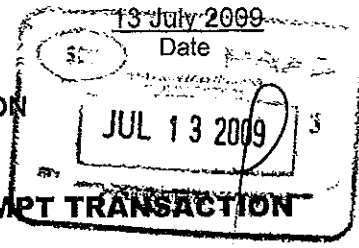
METRO PACIFIC INVESTMENTS CORPORATION
MPIC or Issuer

13 July 2009
Date



JOSE MA. K. LIM
President & CEO

METRO PACIFIC INVESTMENTS CORPORATION ("MPIC")
 Name of issuer whose securities are being offered for sale or sold



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:

Section 10.1 (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	791,110,491 Common Shares of Metro Pacific Investments Corporation, which are sold at the price of ₱2.565018393 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. Latest Trading Price was ₱5.10 as of 30 June 2009.
(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	₱21,550,000,000.00 divided into 20,000,000,000 Common Shares with a par value of ₱1.00 per share; 5,000,000,000 Class A Preferred Shares with a par value of ₱0.01 per share; and 1,500,000,000 Class B Preferred Shares with a par value of ₱1.00 per share.
2) Subscribed capital stock, number of shares and amount	Subscribed capital stock: ₱10,211,377,304 Issued outstanding shares: 10,211,377,304 Common Shares with a par value of ₱1.00 per share. The number of shares is inclusive of the 791,110,491 Common Shares subscribed by LAWL Pte. Ltd. and subject of this notice of exempt transaction.
3) Unissued shares	9,788,622,696 Common Shares; 5,000,000,000 Class A Preferred Shares; and 1,500,000,000 Class B Preferred 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	METRO PACIFIC INVESTMENTS CORPORATION
(b) Place (province, country or other jurisdiction of incorporation) and date thereof	Philippines 20 March 2006
(c) SEC Identification Number	CS200604494
(d) BIR Tax Identification Number	244-520-457
(e) Address of principal office	10/F MGO Building, Legaspi corner dela Rosa Streets, Legaspi Village, Makati City
(f) Issuer's telephone number, including area code	(02) 888-0888

(g) Former name or former address, if any, since filing of last report with the SEC	None.
(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. Latest Trading Price was ₱5.10 as of 30 June 2009.
(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, as of the date hereof.

(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.	Six (6) notices of exempt transactions under Section 10.1(e) and (k) were filed on the following dates: (a) 10 July 2008 in connection with the subscription by Metro Pacific Holdings, Inc. ("MPHI") to 1,568,925,223 Common Shares of MPIC at the price of ₱2.00 per share; (b) 19 August 2008 in connection with the conversion by MPHI of its loan amounting to ₱2,029,853,351.00 into 1,893,282,845 Common Shares of MPIC, of which: (i) 1,237,002,525 are to be issued at the price of ₱1.08236 per share and 656,280,320 are to be issued at the price of ₱1.05286 per share; (c) 19 August 2008 in connection with the subscription by MPHI to 2,222,600,000 Common Shares of MPIC at the price of ₱2.00 per share; (d) 19 February 2009 in connection with the subscription by MPHI to 889,040,000 Common Shares of MPIC at the price of ₱2.00 per share; (e) 19 February 2009 in connection with the subscription by MPHI to 1,500,000,000 Common Shares of MPIC at the price of ₱2.00 per share; and (f) 6 May 2009 in connection with the 123,925,245 Common Shares of MPIC allocated for the exercise of options to subscribe to said common shares pursuant to MPIC's Executive Stock Option Plan.
(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)	Subscription agreement was entered into on 30 June 2009.
(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.	Not applicable.

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.	LAWL Pte. Ltd. (LAWL) with office address at Metro Pacific Holdings, Inc. (MPHI) with office address at One Marina Boulevard #28-00, Singapore. LAWL is not a "qualified buyer" under Section 10.1(1) of the Code.
(b) Number of shares which shall be purchased/purchased by each purchaser	791,110,491 Common Shares.
(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	LAWL is a holder of more than 5% of the equity shares of the Issuer.
(d) Indicate the class, number, and percentage of all shares of the issuer already owned by each purchaser	As of the date hereof, LAWL owns 791,110,491 Common Shares, or 7.75% of the shares of the Issuer.

7. Exhibits

In addition to the above information, the applicant hereby submits with this Notice/Application a copy of Subscription Agreement dated 10 July 2009 between MPIC and LAWL.

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, METRO PACIFIC INVESTMENTS
(Name of Seller)

CORPORATION 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: 
JOSE MA. K. LIM
President & Chief Executive Officer

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 (the "Agreement") is entered into this 10th day of July 2009 by and between:

LAWL PTE. LTD., a corporation duly organized and existing under and by virtue of the laws of Singapore, with principal office address at One Marina Boulevard #28-00, Singapore, represented herein by Stephen Le Ee Boon, Director (the "Investor");

-and-

METRO PACIFIC INVESTMENTS CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the Philippines, with principal office address at the 10th Floor, MGO Building, Legazpi cor. Dela Rosa Street, Legazpi Village, Makati City, Metro Manila, Philippines, represented herein by Jose Ma. K. Lim, President and Chief Executive Officer ("MPIC").

(The Investor and MPIC are referred to individually as a "Party" and collectively as the "Parties".)

WITNESSETH: That –

WHEREAS, MPIC is a publicly listed corporation, duly registered and existing under the laws of the Philippines;

WHEREAS, the Investor has agreed to subscribe to shares of stock of MPIC and MPIC has agreed to accept such subscription, subject to the terms and conditions stated herein;

NOW, THEREFORE, pursuant to the foregoing premises, and in consideration of the mutual covenants of the Parties set forth herein, the Parties hereby agree as follows:

1. Agreement to Subscribe. Subject to the terms and conditions contained herein, the Investor hereby subscribes to Seven Hundred Ninety One Million One Hundred Ten Thousand Four Hundred Ninety One (791,110,491) common shares of stock (the "New Shares") of MPIC (the "Subscription") in the amount of Two and 565018393/1000000000 (Php2.565018393) per New Share (the "Subscription Price Per Share"). The total subscription price for the New Shares shall be Two Billion Twenty Nine Million Two Hundred Twelve Thousand Nine Hundred Sixty Pesos (Php2,029,212,960.00) (the "Total Subscription Price").

THE ISSUANCE OF THE NEW SHARES HEREIN IS AN EXEMPT TRANSACTION UNDER SECTION 10.1(i) and (k) OF THE SECURITIES REGULATION CODE ("SRC"). AS SUCH, THE SUBJECT SHARES BEING OFFERED OR SOLD HEREIN HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SRC. ANY FUTURE OFFER OR SALE THEREOF IS SUBJECT TO REGISTRATION REQUIREMENTS UNDER THE SRC UNLESS SUCH OFFER OR SALE QUALIFIES AS AN EXEMPT TRANSACTION.

2. Payment. Upon execution of this Agreement and in accordance with the memorandum of agreement dated 19 December 2008 between them, the Investor shall pay MPIC the Total Subscription Price.

3. Stock Certificate. MPIC shall cause the payment of documentary stamp tax ("DST") on the original issuance of the New Shares. As soon as practicable after the payment of DST, MPIC shall (a) cause the issuance of the stock certificate(s) evidencing the New Shares, and (b) deliver the said stock certificate(s) to the Investor.
4. Compliance with Regulatory Requirements. As soon as practicable after the issuance of the stock certificates evidencing the New Shares in the name of the Investor, MPIC shall cause the listing of the New Shares in the Philippine Stock Exchange ("PSE") in accordance with the applicable rules of the Securities and Exchange Commission ("SEC"). The issuance and listing of the New Shares shall be subject to all the necessary regulatory requirements of the SEC and the PSE. For this purpose, the Investor agrees to execute and/or deliver any and all documents as may be necessary or appropriate for the issuance and listing of the New Shares.
5. Representation and Warranties. The Investor represents and warrants to MPIC that it has the authority to execute, deliver and perform this Agreement and the transactions contemplated hereby.
6. Amendment. This Agreement may not be amended, modified or supplemented and no consents to departures from the provisions hereof may be given unless consented to in writing by the Parties hereto.
7. No Waiver. Unless otherwise stated in writing, no failure or delay on the part of any Party in exercising any rights, powers or remedies under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other right, power or remedy thereunder.
8. Successors and Assigns. The provisions of this Agreement shall be binding upon and accrue to the benefit of the Parties and their respective heirs, successors and permitted assigns. Notwithstanding the foregoing, neither this Agreement nor any rights, remedies, obligations or liabilities arising hereunder or by reason hereof shall be assignable by any Party without the express written consent of the other Party.
9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines.
10. Severability. If any provision contained herein is invalid, illegal or unenforceable in any respect under any applicable law or decision, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way. The Parties shall so far as practicable execute such additional documents in order to give effect to any provision hereof which is determined to be invalid, illegal or unenforceable.
11. Taxes and Expenses. All costs and expenses incidental to the transaction contemplated herein, including but not limited to, the filing fees, registration fees, documentary stamp taxes and other taxes and expenses to be incurred in connection with the Subscription to the New Shares shall be for the account of and borne by MPIC.
12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date and place first above-written.


LAWL PTE. LTD.

METRO PACIFIC INVESTMENTS
CORPORATION

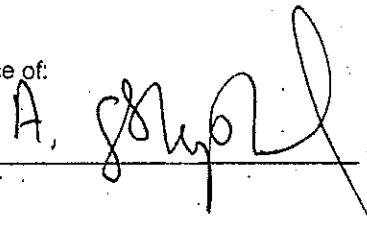
TIN: Not applicable

TIN: 244-520-457

By:
Name: **Stephen Le Ee Boon**
Position: Director

By: 
Name: **Jose Ma. K. Lim**
Position: President/CEO

Signed in the Presence of:



ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
Makati City, Metro Manila) SS.

I certify that on this date before me, a notary public duly authorized in the city named above to take acknowledgements, personally appeared:

Name	Competent Evidence of Identity	Place/ Date of Issue
METRO PACIFIC INVESTMENTS CORPORATION		
By: Jose Ma. K. Lim	PP No. TT0676635	August 24, 2006/Manilla

who was identified by me through competent evidence of identity to be the same persons described in the foregoing instrument, who acknowledged before me that their respective signatures on the instrument were voluntarily affixed by them for the purposes stated therein, and who declared to me that they have executed the instrument as their free and voluntary act and deed and that they have the authority to sign on behalf of their respective principals.

Witness my hand and seal this 10th day of July 2009 in Makati City, Metro Manila.

Doc. No. 1776
Page No. 27
Book No. 1
Series of 2009.

Kdy
KRISTINA IRENE C. DY
Appointment No. M-344
Notary Public for Makati City
Until December 31, 2009
18th 19th & 17th Floor, Liberty Center
104 H.V. dela Costa Street
Salcedo Village, Makati City
Roll of Attorneys No. 55322
PTR 1504580/ Makati City/ 04-17-2009
IBP 768650/ Makati City/ 01-06-2009

SUBSCRIPTION AGREEMENT

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LAWL PTE. LTD., a corporation duly organized and existing under and by virtue of the laws of Singapore, with principal office address at at One Marina Boulevard #28-00, Singapore, represented herein by Stephen Le, Director (the "Investor");

-and-

METRO PACIFIC INVESTMENTS CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the Philippines, with principal office address at the 10th Floor, MGO Building, Legazpi cor. Dela Rosa Street, Legazpi Village, Makati City, Metro Manila, Philippines, represented herein by Jose Ma. K. Lim, President and Chief Executive Officer ("MPIC").

(The Investor and MPIC are referred to individually as a "Party" and collectively as the "Parties".)

WITNESSETH: That –

WHEREAS, MPIC is a publicly listed corporation, duly registered and existing under the laws of the Philippines;

WHEREAS, the Investor has agreed to subscribe to shares of stock of MPIC and MPIC has agreed to accept such subscription, subject to the terms and conditions stated herein;

NOW, THEREFORE, pursuant to the foregoing premises, and in consideration of the mutual covenants of the Parties set forth herein, the Parties hereby agree as follows:

1. Agreement to Subscribe. Subject to the terms and conditions contained herein, the Investor hereby subscribes to Seven Hundred Ninety One Million One Hundred Ten Thousand Four Hundred Ninety One (791,110,491) common shares of stock (the "New Shares") of MPIC (the "Subscription") in the amount of Two and 565018393/1000000000 (Php2.565018393) per New Share (the "Subscription Price Per Share"). The total subscription price for the New Shares shall be Two Billion Twenty Nine Million Two Hundred Twelve Thousand Nine Hundred Sixty Pesos (Php2,029,212,960.00) (the "Total Subscription Price").

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7. No Waiver. Unless otherwise stated in writing, no failure or delay on the part of any Party in exercising any rights, powers or remedies under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other right, power or remedy thereunder.
8. Successors and Assigns. The provisions of this Agreement shall be binding upon and accrue to the benefit of the Parties and their respective heirs, successors and permitted assigns. Notwithstanding the foregoing, neither this Agreement nor any rights, remedies, obligations or liabilities arising hereunder or by reason hereof shall be assignable by any Party without the express written consent of the other Party.
9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines.
10. Severability. If any provision contained herein is invalid, illegal or unenforceable in any respect under any applicable law or decision, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way. The Parties shall so far as practicable execute such additional documents in order to give effect to any provision hereof which is determined to be invalid, illegal or unenforceable.
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12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date and place first above-written.

LAWL PTE. LTD.

METRO PACIFIC INVESTMENTS
CORPORATION

TIN: N/A

By: 
Name: Stephen Le
Position: Director

TIN:

By: _____
Name: _____
Position: _____