

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENT:

This agreement made and executed this _____ day _____ of _____ 20_____ by and between:

GREENERGY SOLUTIONS INC.,

a domestic corporation duly organized and existing under the laws of the Republic of the Philippine with principal office address at _____, represented herein by its Chairman of the Board and President / Chief Executive Officer, **HELEN RUTH P. BRIONES**, herein-referred to as "**GREENERGY**":

And

The **MUNICIPAL /PROVINCIAL GOVERNMENT OF** _____

represented herein by its duly elected Municipal Mayor **/Governor** _____, herein referred to as LGU.

Witnesseth that:

Whereas, Greenergy is working operate/ install Material Recovery and Energy Gasification technologies in the Philippines;

Whereas, the Municipal/Provincial government of _____, through its execution of this agreement, confirms its interest and strong desire to partner with Greenergy and serve as host for a Material Recovery and Energy Facility (MREF) to solve its municipal solid waste problem and bring in a less expensive renewable source of electricity to the localities it serves;

Whereas, the Municipality/Province of _____ understands that it will coordinate in the finding an appropriate parcel of land as site within its territorial jurisdiction, to be used for the installation and operation of a Gasification Facility for a period not less than 25 years;

Whereas, the Municipality/Province of _____ understands that it will be required to coordinate and assist in the delivery and hauling of feedstock to supply to the Material Recovery Facility for a minimum supply of

municipal solid waste on a daily basis for a period not less than twenty five (25) years from the commissioning of the MREF; that municipal solid waste coming LGU- _____ will not be charge tipping fees; However, the LGU's adjacent to _____ be charged reasonable tipping fees for disposal of the waste at the Facility;

Whereas, the Municipality/Province of _____ understands that it will be responsible for facilitating the procurement of the necessary local clearances and permits required for the installation of the MREF;

Whereas, Greenergy shall solely bear the responsibility for organizing the funds and technology to be installed, and operate and manage the MREF to be constructed on the designated site to be provided by the LGU;

Whereas, Greenergy understand that in setting up and operating the facility, it needs to secure the necessary permits, licenses, clearances, or franchises from various government agencies;

Whereas, Greenergy intends to share with the LGU whatever net income or revenue is generated or derived from the operation of the Gasification Facility;

Whereas, Greenergy and LGU-_____ are hereinafter collectively referred to as the "Parties" and individually referred to as "Party"

This **Agreement** is made in duplicate having the same contents. Each Party holding one copy and the Parties hereto have read and thoroughly understood the contents hereof and thereby affixed their respective signatures.

Greenergy Solutions Inc.

LGU-xxxxxx

HELEN RUTH P. BRIONES

xxxxxxxxxxxxxxxxxxxxxx

WITNESSES

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____) SS.

BEFORE ME, a Notary Public for and in the City of _____, personally appeared:

Name	CTC Number	Date/Place Issued
HON. _____	_____	_____
HELEN RUTH P. BRIONES	_____	_____

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same are their free act and voluntary deed.