

3. That in case of accident in the ingress and egress of the **First Party's** delivery trucks, with or without the fault of the **First Party** or its assigns, within the CSLMRPGF area and of the road leading thereto, the **First Party** shall be held liable for all the consequent damages thereto, including the **Second Party's** loss of income directly caused by the accident of the **First Party's** delivery trucks, its drivers and personnel. To prevent further losses, the **Second Party** upon due notice to the **First Party** may take immediate measures to allow the ingress and egress of delivery trucks at CSLMRPGF, the cost of which will be at the **First Party** expense;
4. That the **FIRST PARTY** undertakes to strictly abide with the rules and regulations of the **SECOND PARTY** and of the **Municipality of Consolacion** for the proper handling and transporting of solid domestic waste to **CSLMRPGF**. Any violation thereof by the **FIRST PARTY** or its failure to abide shall be a ground for imposition of penalties by the **Municipality of Consolacion** and of the **SECOND PARTY**.
5. That the **SECOND PARTY** hereby warrants to the **FIRST PARTY** full and complete management and operation of the **CSLMRPGF** and free from any interference by third parties.
6. That this Memorandum of Agreement shall be subject to the ratification and approval of the **Municipality of Ginatilan**.

IN WITNESS WHEREOF, the parties have hereunto set their hands this JUN 01 2021 in Lapu-Lapu City, Cebu, Philippines.

MUNICIPALITY OF GINATILAN

ASIAN ENERGYSYSTEMS CORP.


"First Party"

"Second Party"

BY:

BY:


DEAN MICHAEL P. SINGCO
 Municipal Mayor


CIPRIANO P. ABDON
 President and CEO

OR NO. 2888495

JANUARY 13, 2021

Passport No.: **P4404058B**

Valid until: **January 15, 2030**

Signed in the presence of

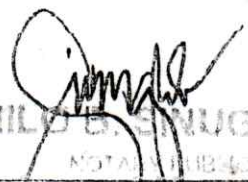

BENJIE VILLARIN TADIÓN

Republic of the Philippines)
City of Lapu-Lapu) S.S.

BEFORE ME, a Notary Public in the City of Lapu-Lapu, Cebu, this personally appeared the affiants, who exhibited to me their respective community tax certificate numbers (or such other competent evidence of identity) as hereinabove appearing below their names, both known to me and to me known to be the same persons who executed the foregoing Memorandum of Agreement and they acknowledged to me that the same is their free and voluntary act and deed, and that of the public and domestic corporation which they represent.

This instrument, consists of two (3) pages, including the page whereon this Notarial Acknowledgment is written, is signed by the parties and their instrumental witnesses in each and every page hereof.

WITNESS MY HAND and notarial seal in the place and on the date hereinabove indicated.


DANILO B. SINUGBUHAN
NOTARY PUBLIC
Notary Public
IBP LIFETIME NO. 00546 S/NCT-03/06-06
MCLE COMPL. VIOLATION 10 19 11-10-04-14 22
PTR NO. 8925873 / 01-12-2021 / LAPU-LAPU CITY

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Series of 2021







KNOW ALL MEN BY THESE PRESENTS:

This **MEMORANDUM OF AGREEMENT** is hereby made, executed and entered into by and between:

THE MUNICIPALITY OF GINATILAN, a Local Government Unit (LGU), and a juridical political entity with such powers, authority and functions duly recognized and defined by the Local Government Code of the Philippines, and is duly represented herein by its Municipal Mayor, **DEAN MICHAEL P. SINGCO**, and shall hereinafter be referred to as the "**FIRST PARTY**";

-AND-

ASIAN ENERGYSYSTEMS CORPORATION, a domestic corporation, duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal place of business at AEC Bldg., 13th Street, United Parañaque Subdivision V (LPS 5) Sucat, Parañaque City, 1700 Metro Manila, and is duly represented herein by its President, **MR. CIPRIANO P. ABDON**, shall hereinafter be referred to as the "**SECOND PARTY**";

=WITNESSETH THAT=

WHEREAS, the **FIRST PARTY** needs to establish a Sanitary Landfill in compliance with the mandate of the Republic Act 9003, otherwise known as the Ecological Solid Waste Management Act of 2000.

WHEREAS, the **SECOND PARTY** with its vast experience in the development and operation of an Integrated Solid Waste Management System, Sanitary Landfill and other components relative to the effective and efficient operation, maintenance and management of an Integrated Solid Waste Management System, has develop, own and shall operate a Private Sanitary Landfill at Barangay Polog, Consolacion, Cebu known as the **CONSOLACION SANITARY LANDFILL, METHANE RECOVERY AND POWER GENERATION FACILITY (CSLMRPGF)**.

WHEREAS, the **FIRST PARTY**, in view of its limited resources to put-up a Sanitary Landfill have agreed and committed to the **SECOND PARTY** to avail and to dump the garbage collected from all Barangays and Suburbs of the Municipality of Ginatilan to the **CSLMRPGF** of the **SECOND PARTY**.

NOW THEREFORE, for and in the consideration of the mutual covenants, agreements and stipulations of the parties herein, legally bind themselves to abide and comply with the following terms and conditions:

1. That this **Memorandum of Agreement** shall be valid and binding upon by both parties, its successors and assigns for a period of **Two (2) years**, and subject to renewal thereafter by mutual agreement of both Parties.
2. That the **FIRST PARTY** has agreed to pay the **SECOND PARTY** a tipping fee of **Seven Hundred Pesos (Php700.00)** per Ton of solid domestic waste materials (Toxic Waste excluded) delivered at the CSLMRPGF. It is understood that said payment shall be made upon presentation of monthly billing. In the event the **FIRST PARTY** incur an arrears of two consecutive billings, the **SECOND PARTY** may disallow entry of delivery dump trucks of the **FIRST PARTY**.

