

1. RESERVATION AND SALE

The sale and reservation of products shall be on a first-come-first-served basis. The company reserves the right to restrict or limit the sale or selling activities to be conducted by a Seller.

- 1.1 Reservation of Products in the name of a buyer will not be honored unless the reservation fee/deposit is paid by the buyer. For this purpose, if payment is made in the form of a check, only a check issued by the buyer shall be honored. Seller's checks shall not be honored. Registration of a buyer through the registration form shall be honored based on the provisions stipulated therein.
- 1.2 Allocation of Products will be made on a first-come-first-served basis to be determined based on the time at which the buyer remits the reservation fee/deposit. Where two or more buyers/brokers are physically present at the Sales & Marketing office premises located at 15th Floor TGU Tower, I.T. Park, Lahug, Cebu City at the start of business hours, i.e., 9:00 a.m., for the purpose of remitting a payment for the same unit/lot, priority will be determined by the drawing of lots. The name of the buyer who shall be entitled to purchase the unit/lot in dispute will be drawn by an officer of CITRINELAND CORPORATION -Sales & Marketing Department. The time of actual arrival of a buyer or seller at the Sales Office before the start of business hours shall not indicate priority.

In cases where a new project is launched, prospects with Letter of Intent will be notified of appointment for unit/lot selection and payment of reservation deposit. Payment terms must be indicated in the reply confirmation of the prospect. Cash payments and multiple unit/lot purchase will be first priority in selection and reservation. Appointment shall be set accordingly.

2. SELLER'S COMMISSION

- 2.1 The entitlement of buyers to purchase a CITRINELAND CORPORATION Product shall be subject to the prior approval of the company. Thus, mere delivery of a buyer's check shall not automatically entitle the seller to a commission.

- 2.2 CITRINELAND CORPORATION shall recognize the seller who:

- 2.2.1 has registered the prospect through the official customer registration form. The registration has a 30-day validity. Extension of another 30 days shall be granted only upon receipt of a letter from buyer showing justifiable reason for the extension. Maximum period of registration shall be 60 days.

- 2.2.2 has letter acknowledging seller as authorized representative from the buyer

- 2.2.3 delivers, with the buyer or alone but with authorization letter from buyer, the buyer's check and duly accomplished reservation agreement signed by both the buyer and the seller in order to recognize the entitled to the commission pertaining to the sale.

- 2.3 In the event that a sale is claimed by two or more seller, the seller who delivers all the above conditions set forth in Section 2.2 shall be recognized as the seller entitled to the commission pertaining to the sale. However, in cases where crediting is still debatable, management

reserves the right to evaluate to whom the sale shall be credited based on the facts presented by both parties. 2.4 Commissions will be released in the following manner: (see Annex A for Commission Schedule)

- 90% of the total commission will be released within 15 days upon receipt by CITRINELAND CORPORATION of the following:
 1. Payment of required down payment plus E-VAT and Other Cost & Expenses (e.g. Registration fees, Doc Stamps, etc.)
 2. Other pertinent documents, which may be required.
- The remaining 10% of the total commission shall be released within 15 days upon receipt by CITRINELAND Corporation of the following:
 1. Full payment/last payment
 2. Other pertinent documents, which may be required.

2.5 Upon release of the commission, accredited brokers shall issue in favor of CITRINELAND CORPORATION an official receipt or invoice duly registered with the Bureau of Internal Revenue indicating there in the Taxpayer's Identification Number and the VAT registration number of said accredited broker.

2.6 Commission schemes and its manner of release may vary for each CITRINELAND CORPORATION product or payment terms.

2.7 Resell or Assignment of Rights:

a. The broker is still entitled to a full commission if the buyer has already paid at least 30% of the Total Contract Price (TCP) and complete clients' documentation requirement.

b. If Buyer's payment did not reach 20% of the Total Contract Price, broker's uncollected commission shall be forfeited. Except for some broker sale.

3. SELLER'S DUTIES AND RESPONSIBILITIES (see Annex B for Seller's Policy)

3.1 Sellers should duly inform their respective prospective buyers of the terms and conditions of the sale, as contained in the relevant sales agreements for a particular CITRINELAND CORPORATION product, the covering deed restrictions, or master deed for a particular product and other policies that may be relevant to the purchase. In this connection, the seller shall be responsible for obtaining updates and other information from CITRINELAND CORPORATION as well as new developments, particularly changes in available inventory and prices, if any.

3.2 Submission to CITRINELAND CORP. of all pertinent information on the buyer and the documents required to effect the sale and registration thereof shall be the responsibility of the Sellers.

3.3 Submission to CITRINELAND CORPORATION of duly filled in registration form whenever applicable.

3.4 All taxes accruing on the receipt by an accredited broker of the commission that may be due to said broker shall be for the broker's account. The broker authorizes CITRINELAND CORPORATION to withhold the corresponding creditable withholding tax due on the commission and to remit the same to the Bureau of Internal Revenue or its successor agency.

3.5 It shall be the duty and responsibility of a sellers to ensure that payments on the sale CITRINELAND CORPORATION products on their actual due dates, including payment of VAT, transfer tax, registration expenses, documentary stamp tax, and other fees and expenses on the sale and registration thereof, as well as association dues, interest and penalties, real property tax and other related fees and expenses. In the event the buyer's account is seriously overdue and buyer refuses remaining 10% commission cannot be released since account is not fully paid.

4. SELLER'S BEHAVIOR AND PROHIBITED ACTS

4.1 Accreditation with and by CITRINELAND CORPORATION is a privilege granted by CITRINELAND CORPORATION which can be withdrawn at any time at the discretion of CITRINELAND CORPORATION sellers are therefore expected to act with utmost integrity and professionalism, always upholding the interest of CITRINELAND CORPORATION above their own.

4.2 Sellers are strictly prohibited from advertising or publishing in magazines, newspaper, radio, television, or any form of media any information regarding CITRINELAND CORPORATION products without the prior written approval of CITRINELAND CORPORATION. All expenses for advertisement, when approved by CITRINELAND DEVELOPMENT CORPORATION, shall be for the sole account of the seller.

4.3 Sellers are strictly prohibited from soliciting business from direct clients of CITRINELAND COPORATION.

4.4 Sellers are strictly prohibited from loitering in the project sites or staying in the project sites for extended periods without any official business.

4.5 Sellers are strictly prohibited from engaging in unethical behavior e.g. giving of rebates to buyers, stalking or selling of other projects during CITRINELAND CORPORATION sponsored activities.

5. MARKETING EVENTS, COLLATERALS AND OTHER INITIATIVES

5.1 CITRINELAND CORPORATION will provide access to sellers in exhibits, promotional events and other marketing initiatives on a round robin/sharing time slot when necessary.

5.2 Marketing collaterals such as flyers and pricelists shall be provided free of charge.

5.3 Brochures, however, shall initially be provided free of charge. Subsequent requests may be charged at cost.

5.4 No reproduction through photocopies or other means shall be allowed to protect our "brands" in compliance with corporate branding policies.

5.5 These opportunities shall in no way be exploited to promote other projects developed by competitors. Violation of this provision shall be penalized with permanent revocation of the accreditation and blacklisting.

6. GENERAL PROVISIONS

6.1 Any violation of the General Policies set forth herein, the guidelines governing the sale of CITRINELAND CORPORATION Products, and such other policies, rules, and regulations which may be prescribed by CITRINELAND CORPORATION from time to time, and the commission of such acts or deeds as may, in the reasonable judgment of CITRINELAND CORPORATION, be detrimental to the interests of CITRINELAND CORPORATION shall be a ground for the automatic cancellation of the erring seller including the forfeiture of commissions in favor of CITRINELAND CORPORATION, without prejudice to the right of CITRINELAND CORP. to pursue such other remedies to which it may be entitled in law and equity.

6.2 CITRINELAND CORPORATIONS's right to cancel at any time the accreditation of a seller or any other authorization granted thereto shall be exercised by giving the seller prior written notice of such cancellation.

6.3 Pursuant to Section 4.1 above, CITRINELAND CORPORATION reserves the right to refuse to sell any CITRINELAND CORPORATION product to a buyer who is referred by a seller for any reason whatsoever.

6.4 Each seller shall hold CITRINELAND CORPORATION free and harmless from any action or claim which may be brought by any person or entity against CITRINELAND CORPORATION if such action or claim is due to, caused by, or arises out of, an act, misrepresentation, fault, or negligence of the seller.

6.5 Any of the foregoing terms and conditions may be amended, revised, or modified by CITRINELAND CORPORATION from time to time, of which amendments, revisions or modification the seller shall be notified and shall be deemed to be bound thereby.

7. VALIDITY OF ACCREDITATION

This accreditation is valid until December 31, 2020.

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I/We hereby accept and agree to be bound by and observe the foregoing terms and conditions in case I/we are accredited as seller of CITRINELAND CORPORATION

CONFORME:

Signature and Date over printed name

Mere concurrence and execution by the seller does not affect accreditation unless otherwise approved by the undersigned.

APPROVED BY:

Wilson K. Granados

Vice President, Sales and Marketing

ACKNOWLEDGEMENT

At Cebu City, this _____ personally appeared before me:

<u>NAME</u>	<u>COM. TAX CERT. NO.</u>	<u>DATE/PLACE ISSUED</u>	<u>TIN</u>
_____	_____	_____	_____

to me known and known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed, in the respective capacities in which they appeared.

This instrument is composed of four (4) pages, including the page where this acknowledgment is written, signed by the parties and their instrumental witnesses on all pages hereof and is sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and at the place above written.