



SMC GLOBAL POWER
A SUBSIDIARY OF SAN MIGUEL CORPORATION

CONSENT SOLICITATION STATEMENT

Consent Solicitation for a Proposed Amendment to the Trust Agreement dated June 23, 2016 Governing the **4.3458% Series A Bonds due 2021, 4.7575% Series B Bonds due 2023 and 5.1792% Series C Bonds due 2026**

THE CONSENT SOLICITATION (AS DEFINED HEREIN) WILL EXPIRE AT 5:00 P.M (PHILIPPINE TIME) ON SEPTEMBER 25, 2017, UNLESS SOONER TERMINATED OR EXTENDED BY SMC GLOBAL POWER HOLDINGS CORP. IN ITS SOLE DISCRETION.

Subject to the terms and conditions set forth in this consent solicitation statement (the “Consent Solicitation Statement”), SMC Global Power Holdings Corp. (the “Issuer”, “we”, “us” or “our”), hereby solicits consents from the holders of record of its outstanding 4.3458% Series A Bonds due 2021, 4.7575% Series B Bonds due 2023 and 5.1792% Series C Bonds due 2026 (the “Bonds”, and the holders thereof, the “Bondholders”) as of 5:00 p.m. (Philippine time) on August 18, 2017 (the “Record Date”) to an amendment (the “Proposed Amendment”) to the Trust Agreement dated June 23, 2016 between the Issuer and Philippine National Bank – Trust Banking Group in its capacity as trustee (the “Trustee”).

The Proposed Amendment is explained in detail in the discussion under the heading “*The Proposed Amendment*” below. Capitalized terms used but not defined herein shall, unless the context otherwise requires, have the meanings set forth in the Trust Agreement.

As used in this Consent Solicitation, the term “Record Bondholders” means those Bondholders of record as of the Record Date, as reflected in the Register of Bondholders maintained by the Philippine Depository & Trust Corp. (the “Registrar”) pursuant to the Registry and Paying Agency Agreement dated June 23, 2016 between the Issuer and the Registrar.

For and in consideration of the grant by a Record Bondholder of his, her, or its consent to the Proposed Amendment in accordance with the terms and conditions and procedures set out in this Consent Solicitation Statement (each such consent, a “Consent”; and each Record Bondholder that delivers to Philippine National Bank – Trust Banking Group as solicitation agent (the “Solicitation Agent”) a consent form validly executed in the form enclosed herewith as Annex A (a “Consent Form”) on or before 5:00 p.m. (Philippine time) of September 25, 2017 (or such time and date, as may be adjusted to an earlier or later time and date in the Issuer’s sole discretion, the “Expiration Date”), a “Consenting Bondholder”),

- (a) we shall pay each Consenting Bondholder an amount equal to PHP1.25 per PHP1,000 of the principal amount of the Bonds in respect of which the Consent Form is given (the “Consent Fee”);
- (b) in addition to the Consent Fee, we shall pay each Consenting Bondholder that delivers a Consent Form to the Solicitation Agent on or before 5:00 p.m. (Philippine time) of 15

September 2017 (as such time and date may be adjusted to an earlier or later time and date in the Issuer's sole discretion, the "Early Bird Deadline"). An amount equal to PHP 1.00 per PHP1,000 of the principal amount of the Bonds in respect of which the Consent Form is given (such additional payment, the "Early Bird Fee", the Consent Fee and Early Bird Fee are at times hereafter collectively referred to as the "Consent Payments").

We shall pay the Consent Payments no later than the first Business Day following the Execution Date (as such term is defined below) (a "Business Day" being any day other than Saturday or Sunday on which banks are open for business in Metro Manila, Philippines, and such third Business Day, the "Consent Payment Date").

PLEASE NOTE THAT EITHER OR BOTH THE EARLY BIRD DEADLINE AND THE EXPIRATION DATE MAY BE ADJUSTED TO AN EARLIER OR LATER TIME AND DATE AT THE SOLE DISCRETION OF THE ISSUER, SUBJECT TO THE ISSUER'S GIVING NOTICE OF SUCH ADJUSTMENT TO THE BONDHOLDERS IN ACCORDANCE WITH THE DISCUSSION UNDER PARAGRAPH 5 ("AMENDMENTS; PUBLIC ANNOUNCEMENTS") BELOW.

Additionally, please note that our undertaking to pay the Consent Fees is subject to the fulfillment of the conditions discussed under paragraph 4(e) ("Conditions to Issuer's Payment Obligations") below, including but not limited to the following:

- (1) the Solicitation Agent's receipt of validly executed and delivered Consent Forms from Record Bondholders on or before the Early Bird Deadline (in the case of the Early Bird Fee) and on or before the Expiration Date (in the case of the Consent Fee), and
- (2) the Solicitation Agent's receipt of validly executed and delivered Consent Forms from Record Bondholders representing more than 50% of the aggregate principal amount of the Bonds (the "Required Consents") on or before the Expiration Date;
- (3) the receipt by the Issuer of a certification from the Trustee of the 4.3458% Series A Bonds due 2021, 4.7575% Series B Bonds due 2023 and 5.1792% Series C Bonds due 2026 (the "Series ABC Bonds") that validly executed and delivered consents of the holders of the Series ABC Bonds as of the Record Date (the "Series ABC Record Bondholders") representing more than 50% of the aggregate principal amount of the Series ABC Bonds (the "Required Consents of the Series ABC Bonds") to the Issuer's proposed amendment to Section 7.2(c) of the Trust Agreement covering the Series ABC Bonds (the "Proposed Amendment to the Series ABC Bonds Trust Agreement") have been obtained on or before the deadline set by the Issuer for the receipt of such consents from the Series ABC Record Bondholders (the "Series ABC Bonds Consent Expiration Date") under the terms and conditions of the consent solicitation conducted by the Issuer for the Proposed Amendment to the Series ABC Bonds Trust Agreement (the "Series ABC Bonds Proposed Amendment Consent Solicitation"); and
- (4) the execution and delivery by the Issuer and the Trustee of the Supplemental Agreement (as defined below).

As soon as practicable following our receipt of the Trustee's certification that the Required Consents have been obtained, and in accordance with the Trust Agreement, we may execute and deliver a supplemental agreement with the Trustee that embodies the parties' agreement on the Proposed Amendment (such agreement, the "Supplemental Agreement", and the date on which the Supplemental Agreement is executed, the "Execution Date"). We will make a public announcement of the execution of the Supplemental Agreement via press release and disclosure to the Philippine Dealing & Exchange Corp. and Philippine Securities and Exchange Commission on the Execution Date.

The Supplemental Agreement will be effective only after the Issuer pays the Consent Fee. If the Required Consents have not been received on or before the Expiration Date, or any of the other conditions set forth herein are not satisfied or waived, no Consent Fee will be paid to any Bondholder, irrespective of whether or not such Bondholder has delivered a validly executed Consent Form.

Following the Consent Payment Date, the Proposed Amendment to the Trust Agreement will be conclusive and binding on all Bondholders and all future holders and owners of the Bonds (or of any bonds issued in lieu thereof or in exchange therefor), irrespective of whether or not such Bondholders or future holders and owners have consented to the Proposed Amendment to the Trust Agreement.

The Advisors for this Consent Solicitation are:

**BDO CAPITAL & INVESTMENT CORPORATION
PNB CAPITAL AND INVESTMENT CORPORATION**

August 29, 2017

TABLE OF CONTENTS

	<u>Page</u>
IMPORTANT INFORMATION	2
IMPORTANT DATES FOR THE CONSENT SOLICITATION.....	4
SUMMARY OF THE CONSENT SOLICITATION	5
THE BONDS	8
THE CONSENT SOLICITATION.....	8
ANNEX A (CONSENT FORM)	

IMPORTANT INFORMATION

Record Bondholders are requested to read and carefully consider the information contained herein and to give their Consent to the Proposed Amendment by properly completing and executing the Consent Form enclosed herewith in accordance with the instructions set forth herein and therein.

The transfer of Bonds after the Record Date will not have the effect of revoking any Consent validly given by a Record Bondholder, and each properly completed and executed Consent Form will be counted notwithstanding any subsequent transfer of the Bonds to which such Consent Form relates.

We expressly reserve the right, in our sole discretion and regardless of whether any of the conditions described under paragraph 4(e) (“*Conditions to Issuer’s Payment Obligations*”) have been satisfied, subject to applicable law, at any time prior to acceptance of the Consents, to: (i) terminate this Consent Solicitation for any reason; (ii) waive any of the Conditions to Issuer’s Payment Obligations under paragraph 4(e) below, in whole or in part; (iii) adjust either or both the Early Bird Deadline and the Expiration Date to an earlier or later time and date; and (iv) amend the terms of this Consent Solicitation. Please see paragraph 5 (“*Amendments; Public Announcements*”). In addition, we expressly reserve the right to execute and deliver to the Trustee the Supplemental Agreement on any Business Day falling before or after the Expiration Date, provided that the Trustee shall have certified that the Required Consents have been obtained.

If the conditions described below under paragraph 4(e) (“*Conditions to Issuer’s Payment Obligations*”) have not all been satisfied or waived (including, without limitation, the condition that the Solicitation Agent must have received the Required Consents on or before the Expiration Date), then we will not be obligated to pay any Consent Fee whatsoever. Any Record Bondholder desiring to give his, her or its Consent to the Proposed Amendment must deliver the properly completed and executed Consent Form and any other documents required by the Consent Form to the Solicitation Agent at the latter’s address set forth in the said Consent Form, on or prior to the Expiration Date.

Beneficial owners of the Bonds desiring to deliver Consents and whose Bonds are held, as of the Record Date, in the name of a broker, dealer, commercial bank, trust company or other nominee institution, **must contact such nominee promptly and instruct such nominee**, as the Record Bondholder of such Bonds, to deliver the Consent on behalf of the beneficial owner on or prior to the Expiration Date.

The Issuer has received the requisite corporate approvals to undertake the Consent Solicitation. However, the Issuer does not make any recommendation to you as to whether you should execute and deliver the Consent Forms. You must make your own decision as to whether or not to execute and deliver a Consent Form.

No person has been authorized to provide you with any information or make any representations other than those contained herein or in the accompanying Consent Form and other materials, and, if given or made, such information or representations must not be relied upon as having been authorized by us, the Trustee and Solicitation Agent, BDO Capital & Investment Corporation and PNB Capital & Investment Corporation (the “*Advisors*”), the Associates or any other person. None of the Trustee and Solicitation Agent, the Advisors, the Associates or any of their respective affiliates has verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Trustee and Solicitation Agent, the Advisors, the Associates or any of their respective affiliates as to the accuracy or completeness of the information contained in this Consent Solicitation Statement or any other information provided by the Issuer in connection with this Consent Solicitation. None of the Trustee and Solicitation Agent, the Advisors, the Associates or any of their respective affiliates accepts any responsibility for this Consent Solicitation Statement, makes any representation regarding this Consent Solicitation Statement or this Consent Solicitation or owes any duty to any Bondholder except as may be provided in the Trust Agreement.

The statements made in this Consent Solicitation Statement are made as of the date hereof, and the delivery of this Consent Solicitation Statement and the accompanying materials shall not, under any circumstances, create any implication that the information contained herein is correct subsequent to the date hereof or after the date hereof, or that there has been no change in the information set forth herein or in our affairs since the date hereof.

BDO Capital & Investment Corporation and PNB Capital and Investment Corporation are acting as Advisors to the Issuer in relation to this Consent Solicitation and to no one else and will not regard any other person as its customer or be responsible to anyone other than the Issuer for providing the protections normally afforded to customers of the Advisors or for providing advice in relation to this Consent Solicitation. The Advisors and its Associates may have a holding in, or may from time to time provide advice or other investment services in relation to, or engage in transactions involving, the Bonds.

Recipients of this Consent Solicitation Statement and the accompanying materials should not construe the contents hereof or thereof as legal, business or tax advice. Each recipient should consult its own attorney, business advisor, tax advisor and other professional advisors as to the legal, business, tax and other matters concerning this Consent Solicitation.

Requests for additional copies of this Consent Solicitation Statement and the Consent Form should be directed to the **Trustee and Solicitation Agent**, the **Advisors**, or the **Associates** at the relevant address, telephone number or email address set out on pages 16 and 17 of this Consent Solicitation Statement. The Consent Solicitation Statement and the Consent Form may also be downloaded from the Issuer's website at www.smcglobalpower.com.ph

Any questions regarding the terms of the Consent Solicitation may be directed to the **Advisors** or the **Associates** at the relevant address, telephone number or email address set out on pages 16 and 17 of this Consent Solicitation Statement.

This Consent Solicitation Statement is issued and directed only to the Record Bondholders and no other person shall be, or is entitled to rely or act on, or be able to act on, its contents.

Each Record Bondholder, by accepting delivery of this Consent Solicitation Statement and by execution and delivery of the Consent Form, will be deemed to have represented, agreed and acknowledged that he, she or it is the beneficial owner of the Bonds to which the Consent Form relates or has been duly authorized to act on behalf of the beneficial owner of such Bonds; and he, she or it understands that the Issuer, the Trustee and Solicitation Agent, the Advisors, the Associates and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements.

This Consent Solicitation Statement has not been reviewed by the Philippine Securities and Exchange Commission.

NONE OF THE ISSUER, THE TRUSTEE AND SOLICITATION AGENT, THE ADVISORS, OR THE ASSOCIATES MAKES ANY RECOMMENDATION AS TO WHETHER OR NOT RECORD BONDHOLDERS SHOULD CONSENT TO THE PROPOSED AMENDMENT. EACH RECORD BONDHOLDER MUST MAKE HIS, HER OR ITS OWN DECISION AS TO WHETHER TO EXECUTE AND DELIVER A CONSENT FORM PURSUANT TO THIS CONSENT SOLICITATION STATEMENT. RECORD BONDHOLDERS ARE URGED TO CAREFULLY EVALUATE ALL OF THE INFORMATION IN THIS CONSENT SOLICITATION STATEMENT AND TO CONSULT THEIR OWN INVESTMENT AND TAX ADVISORS IN MAKING THEIR DECISION AS TO WHETHER TO EXECUTE AND DELIVER A CONSENT FORM PURSUANT TO THIS CONSENT SOLICITATION STATEMENT.

IMPORTANT DATES FOR THE CONSENT SOLICITATION

Bondholders should take note of the following important dates in connection with this Consent Solicitation. Please note that this schedule is subject to change if the Issuer adjusts the Expiration Date to a later or earlier time and date, or otherwise amends the terms of this Consent Solicitation, in its sole discretion, as permitted by and in accordance with this Consent Solicitation Statement.

Date	Event
5:00 p.m. (Philippine time) of August 18, 2017	Record Date
September 4, 2017	Commencement of the Consent Solicitation
September 4, 2017 to September 25, 2017	The period during which Record Bondholders may deliver Consents, as may be adjusted by the Issuer to a later or earlier time and date in its sole discretion.
5:00 p.m. (Philippine Time) of September 15, 2017	Early Bird Deadline – The deadline for a Record Bondholder to deliver Consents pursuant to the Consent Solicitation Statement and be eligible to receive the Early Bird Fee.
5:00 p.m. (Philippine time) of September 25, 2017	Expiration Date – The deadline for a Record Bondholder to deliver Consents pursuant to the Consent Fee. The Expiration Date may be adjusted by the Issuer to a later or earlier time and date in its sole discretion. The Maturity Date for the Bonds is independent of the Series ABC Bonds Consent Expiration Date.
September 28, 2017	The estimated Execution Date – The date on which the Issuer and the Trustee may enter into the Supplemental Agreement.
September 29, 2017	The estimated Consent Payment Date –The date upon which the Proposed Amendment will become effective after the payment of the Consent Payments by the Issuer pursuant to the Consent Solicitation.

SUMMARY OF THE CONSENT SOLICITATION

The following summary is provided solely for the convenience of the Record Bondholders and is qualified in its entirety by reference to the more detailed information contained elsewhere in this Consent Solicitation Statement and any amendments or supplements hereto. Record Bondholders are urged to read this Consent Solicitation Statement and the related Consent Form in their entirety, as each contains important information which Record Bondholders should read carefully before making any decision with respect to the Consent Solicitation conducted hereby.

Overview

The purpose of this Consent Solicitation is to obtain the Consent from Record Bondholders holding more than 50% of the aggregate principal amount of the Bonds to the Proposed Amendment. For a more detailed description of the Consent we are seeking, please refer to the discussion under the heading “*The Proposed Amendment*” below.

<i>The Bonds</i>	4.3458% Series A Bonds due 2021 4.7575% Series B Bonds due 2023 5.1792% Series C Bonds due 2025
<i>Consent Solicitation</i>	<p>The purpose of this Consent Solicitation is to obtain the consent, to the Proposed Amendment, of Record Bondholders holding more than 50% of the aggregate principal amount of the Bonds.</p> <p>The Proposed Amendment seeks to amend the Trust Agreement dated June 23, 2016, between the Issuer and the Trustee, by amending the financial covenants from:</p> <p style="padding-left: 40px;">1) A maximum consolidated leverage ratio of 5.5x</p> <p>To:</p> <p style="padding-left: 40px;">1) A maximum net debt to equity ratio of 3.25x, and; 2) A minimum interest coverage ratio of 2.25x</p> <p>The Proposed Amendment will not alter the interest rate or maturity date of the Bonds, the Issuer’s obligation to make principal and interest payments on the Bonds, or the substantive effect of any other covenant or provision of the Bonds.</p>
<i>Consent Fee</i>	The Issuer will pay to each Record Bondholder from whom the Solicitation Agent has received a validly executed and delivered Consent Form on or before the Expiration Date an amount equal to PHP1.25 for each PHP1,000 of the principal amount of the Bonds in respect of which such Consent Form is given.
<i>Early Bird Fee</i>	The Issuer will pay to each Bondholder from whom the Solicitation Agent has received a validly executed and delivered Consent Form on or before the Early Bird Deadline, an additional of PHP1.00 for each PHP1,000 of the principal amount of the Bonds in respect of which such Consent Form is given.
<i>Consent Payments</i>	The Early Bird Fee and/or Consent Fee
<i>Trust Agreement</i>	The Trust Agreement dated June 23, 2016
<i>Supplemental Agreement</i>	The Supplemental Agreement to be entered into by and between the Issuer and the Trustee to embody the agreement among the Issuer, the Consenting Bondholders and the Trustee on the Proposed Amendment. The Supplemental Agreement will modify the terms of the Trust Agreement solely with respect to the Proposed Amendment.
<i>Trustee and Solicitation Agent</i>	Philippine National Bank – Trust Banking Group

<i>Required Consents</i>	The receipt by the Solicitation Agent of validly executed and delivered Consent Forms evidencing the Consents of Record Bondholders representing more than 50% of the aggregate principal amount of the Bonds on or before the Expiration Date.
<i>Expiration Date</i>	This Consent Solicitation will expire at 5:00 p.m. (Philippine time) on September 25, 2017, unless such time and date are adjusted to an earlier or later time and date by the Issuer in its sole discretion. The Maturity Date for the Bonds is independent of the Series ABC Bonds Consent Expiration Date.
<i>Record Date</i>	5:00 p.m. (Philippine time) of August 18, 2017
<i>Conditions to Issuer's Payment Obligations</i>	<p>(a) The Issuer's obligation to pay the Consent Fee to the Consenting Bondholders is subject to the following conditions:</p> <ul style="list-style-type: none"> (i) the receipt by the Solicitation Agent of validly executed and delivered Consent Forms evidencing the Required Consents on or before the Expiration Date; (ii) the receipt by the Issuer of a certification from the Trustee of the Series ABC Bonds that the Required Consents of the Series ABC Bonds to the Issuer's Proposed Amendment to the Series ABC Bonds Trust Agreement have been obtained on or before the Series ABC Bonds Consent Expiration Date under the terms and conditions of the Series ABC Bonds Proposed Amendment Consent Solicitation; (iii) the execution and delivery by the Issuer and the Trustee of the Supplemental Agreement; (iv) the absence of any law or regulation which would, and the absence of any pending or threatened injunction or other proceeding which (if adversely determined) would, render the Proposed Amendment unlawful or invalid, or enjoin or materially delay the implementation of the Proposed Amendment; and (v) (A) no change (or development involving a prospective change) shall have occurred in or shall have threatened the Issuer's business, properties, assets, liabilities, financial condition, operations, or results of operations, and (B) no change (or development involving a prospective change) shall have occurred in the financial markets generally or affecting the Issuer's equity or the Bonds, in each case, which, in the Issuer's reasonable judgment, is or may be adverse to the Issuer or has or may have a material adverse effect upon the contemplated benefits to the Issuer of the Proposed Amendment. <p>(b) The Issuer's obligation to pay record Bondholders the Early Bird Fee is subject to each of the conditions</p>

	<p>referred to in items (i) to (v) above, and in addition, to the receipt by the Solicitation Agent of the validly executed and delivered Consent Forms from such Record Bondholders on or before the Early Bird Deadline.</p> <p>The foregoing conditions are for the Issuer’s sole benefit and the Issuer may, in its sole discretion, waive any of these conditions, in whole or in part, at any time and from time to time or otherwise amend the terms and conditions of this Consent Solicitation at any time.</p>
<i>How to Deliver Consents</i>	Validly completed and executed Consent Forms should be delivered to the Solicitation Agent in time for receipt by the latter on or before the Early Bird Deadline (for entitlement to the Early Bird Fee) and the Expiration Date (for entitlement to the Consent Fee) in accordance with paragraph 4(c) (“ <i>Procedure for Giving Consents</i> ”).
<i>Irrevocability of Consents</i>	Consents are irrevocable once delivered to the Solicitation Agent.
<i>Assistance and Information</i>	<p>Requests for additional copies of this Consent Solicitation Statement and the Consent Form should be directed to the Advisors or the Associates at the relevant address, telephone number or email address set out on pages 16 and 17 of this Consent Solicitation Statement. The Consent Solicitation Statement and Consent Form may also be downloaded from the Issuer’s website at www.smcglobalpower.com.ph.</p> <p>Any questions regarding the terms of the Consent Solicitation may be directed to the Advisors or the Associates at the relevant address, telephone number or email address set out on pages 16 and 17 of this Consent Solicitation Statement. Beneficial owners of the Bonds may also contact their brokers, dealers, commercial banks or trust companies for assistance concerning this Consent Solicitation.</p> <p>Requests for copies of the Trust Agreement and the form of the Supplemental Agreement may be directed to the Trustee at its address, telephone number or email address set out on page 16 of this Consent Solicitation Statement.</p>
<i>Income Tax Considerations</i>	For a summary of certain Philippine income tax consequences in connection with the Consents and the Proposed Amendment, see “ <i>Certain Tax Considerations</i> .”
<i>Consequences to Non-Consenting Holders</i>	If the Required Consents are obtained and the other conditions are satisfied (or waived) and the Supplemental Agreement becomes operative, all Bondholders will be bound by the terms of the Trust Agreement as amended by the Supplemental Agreement giving effect to the Proposed Amendment, whether or not they deliver Consent Forms.
<i>Advisors</i>	BDO Capital & Investment Corporation PNB Capital and Investment Corporation
<i>Associates</i>	BPI Capital Corporation RCBC Capital Corporation SB Capital Investment Corporation

THE BONDS

The terms and conditions of the Bonds are set out in the Trust Agreement and the Prospectus dated July 11, 2016 (the “*Prospectus*”) which was distributed during the offering of the Bonds. Copies of such documents are available for inspection during normal business hours at the offices of the Trustee. Requests for copies of the Trust Agreement may be directed to the Trustee at its address, telephone number or email address set out on page 16 of this Consent Solicitation Statement. The Prospectus may also be downloaded from the Issuer’s website at www.smcglobalpower.com.ph.

THE CONSENT SOLICITATION

1. The Proposed Amendment

The terms and conditions of the Bonds set out in the Trust Agreement provide that, so long as the Bonds or any portion thereof remains outstanding:

The Issuer may Incur Indebtedness if on the Transaction Date, after giving effect to the Incurrence of such Indebtedness, but not giving any effect to the receipt or application of proceeds therefrom, the Leverage Ratio is not more than 5.5x.

In the determination of any particular amount of Indebtedness in connection with financial covenant under this Agreement, Guarantees, Security Interests or obligations with respect to letters of credit supporting Indebtedness otherwise included in the determination of such particular amount shall not be included.

The Issuer seeks to modify the financial covenants of the Issuer under Section 7.2 of the Trust Agreement.

Consequently, Section 7.2 of the terms and conditions of the Bond shall read:

The Issuer may Incur additional Indebtedness if on the Transaction Date, after giving effect to the Incurrence of such Indebtedness, but not giving any effect to the receipt or application of proceeds therefrom, **the Net Debt to Equity Ratio is not more than 3.25x and the Interest Coverage Ratio is not less than 2.25x.**

In the determination of any particular amount of Indebtedness in connection with Financial Covenant, Guarantees, Security Interests or obligations with respect to letters of credit supporting Indebtedness otherwise included in the determination of such particular amount shall not be included.

The above ratios shall be computed using the following formula:

Net Debt to Equity (all items being net of amounts attributable to Ring-Fenced Subsidiaries)

Consolidated Net Total Debt + Total PSALM Lease Liabilities

Consolidated Total Equity

Interest Coverage Ratio (all items being the amounts for the most recent Four Quarterly Period and excluding Ring-Fenced Subsidiaries)

Consolidated EBITDA

Consolidated Interest Expense

For purposes of the foregoing:

Consolidated Interest Expense means the total Interest Expense per consolidated financial statements less interest due on the Project Debt;

Consolidated Total Equity means the consolidated total assets minus the consolidated total liabilities plus deposit for future subscription as reported in the consolidated financial statements;

Total PSALM Lease Liabilities means the aggregate of the capitalized lease obligation payable to PSALM under the IPPA Agreements, as reflected in the consolidated financial statements.

2. Purpose of the Consent Solicitation

The purpose of the Consent Solicitation is to obtain the Required Consents to the Proposed Amendment.

The Required Consents must be obtained to authorize the Issuer and Trustee to enter into the Supplemental Agreement embodying the Proposed Amendment.

3. Rationale for the Proposed Amendment

The Proposed Amendment seeks to allow SMC Global Power Holdings Corp. (“SMCGP” or the “Company”) to align its credit metrics with those used by Philippine power companies and with its existing long-term debt obligation.

Due to the Philippines’ robust economic growth, the country’s power demand is expected to grow exponentially over the next decade. Power demand growth is forecasted to be between 5.0% and 6.0%¹. Economic growth is seen to be the main driver for demand of power. Power consumption per capita in the Philippines is the lowest among the major Southeast Asian countries at ~700 kWh in 2016 signifying growth potential (Singapore–8,200 kWh; Malaysia-4,600 kWh; Thailand-2,600 kWh; Vietnam-1,500 kWh)². On the supply side, the vast majority of our country’s existing power plants continue to age and are fast becoming cost inefficient. The historical trend of the net capacity factors of these plants is indicative of declining plant efficiencies as can be seen in Exhibit 1.

The Trust Agreement covering the Bonds, dated June 23, 2016, includes a 5.5:1 leverage ratio (Consolidated Net Debt to Consolidated EBITDA) covenant with which the Company must comply. While the Company remains compliant with all of its covenants, the Proposed Amendment for its financial covenants of i) Net Debt to Equity of not more than 3.25x and ii) Interest Coverage Ratio of not less than 2.25x aims to provide the needed financial flexibility for SMCGP to follow through with its power plant expansion plans and programs.

Moreover, a major portion of the Company’s capital will be devoted to greenfield projects over the medium term. Understandably, greenfield projects do not generate cash inflows (EBITDA) representative of their full commercial potential until 4 to 5 years after initiation of project development and construction. Thus, using the current EBITDA-based metric would inaccurately reflect the Company’s creditworthiness and financial health. Therefore, the Proposed Amendment would be more reflective of the Company’s ability to service its debts.

The Company’s cashflows and its ability to service debt remain robust. As of June 30, 2017, its leverage ratio remains healthy at 2.90x. Consequently, its proposed covenant ratios of net debt to equity and interest coverage remain healthy as well at 3.10x and 2.72x, respectively. Furthermore, these ratios are both expected to remain well within the proposed covenant limits of 3.25x and 2.25x, respectively.

About SMCGP

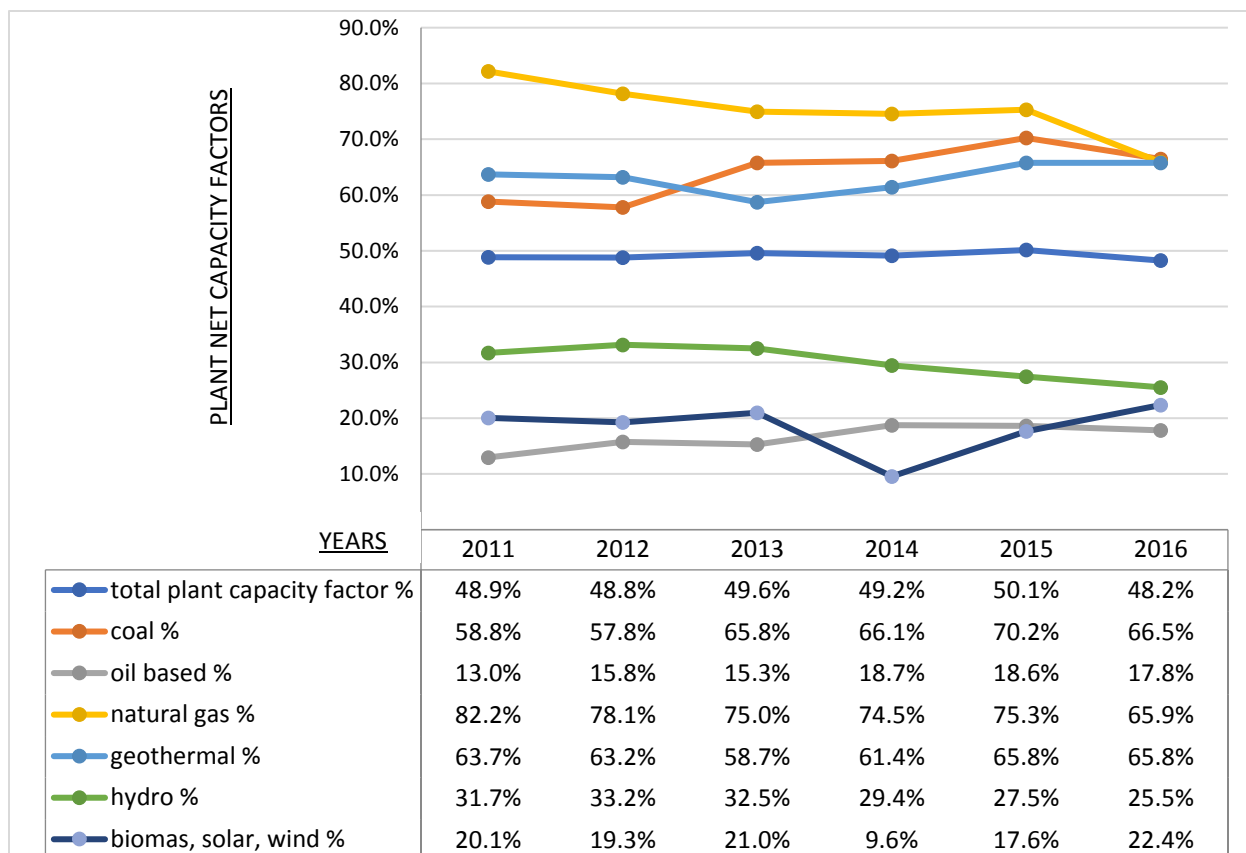
SMCGP is a holding company whose subsidiaries are primarily engaged in the generation, supply and sale of electric power in the Philippines. SMCGP, together with its subsidiaries, is one of the largest power companies in the Philippines, controlling [2,913] megawatts (“MW”) of combined capacity as of June 30, 2017. As of

¹ DOE

² Worldbank

June 30, 2017, SMCGP is one of the largest power companies in the Philippines, which holds a 20.0% market share of the total installed power generation capacity for the Luzon Grid, and a 14.1% market share of the National Grid based on the Energy Regulatory Commission (“ERC”) Resolution No.5 Series of 2017.

Exhibit 1 - Historical Power Plant Net Capacity Factor in the



Source: DOE

4. Terms of the Consent Solicitation

(a) Record Date

The Record Date for the determination of Bondholders entitled to give Consents and receive the Consent Fee pursuant to this Consent Solicitation is 5:00 p.m. (Philippine time) on August 18, 2017. This Consent Solicitation Statement and the accompanying Consent Form are being sent to all Record Bondholders.

The Issuer reserves the right to establish from time to time any new time and date as the Record Date and, thereupon, any such new time and date will be deemed to be the “*Record Date*” for purposes of this Consent Solicitation. Notice will be provided to the Bondholders in accordance with paragraph 5 below (“*Amendments; Public Announcements*”) if the Record Date is so changed.

(b) Consent Payments

Subject to the conditions set out under the heading “*Conditions to Issuer’s Payment Obligations*” below, the Issuer shall pay the following Consent Payments no later than the Consent Payment Date:

(i) a Consent Fee equal to PHP1.25 per PHP1,000 of the principal amount of the Bonds in respect of which a validly executed Consent Form is delivered to the Solicitation Agent on or before the Expiration Date (or 0.125% of the principal amount of such Bonds) to the Consenting Bondholder delivering such Consent Form; and

(ii) In addition to the Consent Fee, an Early Bird Fee equal to PHP1.00 per PHP1,000 of the principal amount of the Bonds in respect of which a validly executed Consent Form is delivered to the Solicitation Agent on or before the Early Bird Deadline (or 0.10% of the principal amount of such Bonds) shall be paid to the Consenting Bondholder delivering such Consent Form.

The right to receive the Consent Payment is not transferable with any Bonds. The Issuer will only pay the Consent Payment to Record Bondholders who have properly delivered to the Solicitation Agent validly executed Consent Forms that have been verified by the Registrar and remain in effect at the Expiration Date in accordance with the terms hereof. No other holder of any Bonds will be entitled to receive any Consent Fee.

The Consent Payment will be made through the Record Bondholders’ respective settlement banks, consistent with their instructions to the Registrar and Paying Agent for the payment of interest and principal on the Bonds.

The Consent Fee will be computed based on the following formula:

- If the Consent Form is received by the Solicitation Agent on or before the Early Bird Deadline:

a) Consent Fee $\frac{\text{Principal amount of Bonds}}{\text{In respect of which the Consent Form is given}} \times \text{PHP1,000}$	x PHP1.25
a) Early Bird Fee $\frac{\text{Principal amount of Bonds}}{\text{In respect of which the Consent Form is given}} \times \text{PHP1,000}$	x PHP1.00

- If the Consent Form is received by the Solicitation Agent on after the Early Bird Deadline and on or before the Expiration Date:

Consent Fee $\frac{\text{Principal amount of the Bonds}}{\text{in respect of which the Consent Form is given}} \times \text{PHP1,000}$	x PHP1.25
---	-----------

(c) *Procedure for Giving Consents*

Record Bondholders who wish to consent to the Proposed Amendment should complete, sign and date the Consent Form attached hereto as Annex A and deliver the same to the Solicitation Agent at the address set forth in the Consent Form, in accordance with the instructions contained herein and therein.

If a Consent Form relates to fewer than all the Bonds or lesser than the principal amount of all the Bonds held of record as of the Record Date by the Record Bondholder executing such Consent Form, such Record Bondholder must indicate on the Consent Form the aggregate peso amount (in integral multiples of PHP1,000) of such Bonds to which the Consent relates. In the absence of a specified amount or in case the specified amount is higher than the principal amount of the Bonds registered in the Record Bondholder's name in the Register of Bondholders, the Consent Form will be deemed to relate to all Bonds and to the entire principal amount of such Bonds registered in the name of such Record Bondholder as of the Record Date.

For a Record Bondholder to be eligible to receive the Consent Fee, a Record Bondholder must give his, her or its Consent to the Proposed Amendment by delivering to the Solicitation Agent (or procuring the delivery to the Solicitation Agent through an Associate) a properly completed and executed Consent Form and any other documents required hereunder at the Solicitation Agent's address set forth on the Consent Form, on or before the Early Bird Deadline (for entitlement to the Early Bird Fee) or on or before the Expiration Date (for entitlement to the Consent Fee). Delivery of a Consent Form to the Issuer, Advisor, or Registrar shall not be considered valid delivery under this Consent Solicitation Statement, and the Record Bondholder giving such Consent Form shall not be entitled to any Consent Fee.

Beneficial owners of the Bonds desiring to deliver Consent Forms and whose Bonds are held, as of the Record Date, in the name of a broker, dealer, commercial bank, trust company or other nominee institution, must contact such nominee promptly and instruct such nominee, as the Record Bondholder of such Bonds, to execute and deliver a Consent Form on behalf of such beneficial owner on or prior to the Expiration Date. Please give sufficient time to allow such person to process your instructions and meet the Expiration Date for delivery of Consent Forms. To ensure timely receipt of your instructions, please check with your broker, dealer, commercial bank, custodian or the relevant Associate for clarification as to the processing time required and deliver the appropriate materials well before that time. If such person does not have adequate time to process your instruction, your Consent will not be given effect.

The method of delivery of the documents to the Solicitation Agent is at the election and risk of the Record Bondholder delivering his, her or its Consent. Delivery of such documents will be deemed made only when actually received by the Solicitation Agent at the address set forth on the Consent Form. In all cases, sufficient time should be allowed to assure timely delivery. **Thus, while you may choose to have your documents delivered through an Associate, you must nevertheless ensure that the documents are received by the Solicitation Agent before the Expiration Date. Delivery of any Consent Form to an Associate shall not be considered valid delivery under this Consent Solicitation Statement unless such Consent Form is received by the Solicitation Agent on or before the Early Bird Deadline or Expiration Date.**

(d) *Determination of Validity*

The Registrar has the obligation to determine that the person(s) signing the Consent Form were duly authorized to do so based on its records and that such person(s)' signature(s) appearing therein are authentic. In the event of a change in the authorized signatories of any Record Bondholder, such Record Bondholder must ensure that copies, certified by such Record Bondholder's corporate secretary, of the resolutions adopted by such Record Bondholder's board of directors or other appropriate body (or such other documents as the Registrar may reasonably require), together with the relevant specimen signatures of such signatories, are sent to the Solicitation Agent's address together with the executed Consent Form.

The Registrar shall notify the Solicitation Agent of the results of such determination.

All questions as to the validity, form, eligibility (including time of receipt) and acceptance for payment of any delivered Consent Forms pursuant to any of the procedures described herein and the form and validity (including verification of authorized signatories) of all related documents will be determined by

the Solicitation Agent, in its sole discretion, which determination will be final and binding. The Solicitation Agent reserves the absolute right to reject any or all deliveries of any Consent Forms as it may determine to be not proper. A Consent Form will not be deemed to have been validly delivered (for purposes of, among others, the Consent Fee and the determination of the Required Consents) until all defects or irregularities in such deliveries of Consent Forms have been cured or waived. Any defect or irregularity in connection with deliveries of Consent Forms must be cured within such time as the Solicitation Agent determines, unless waived. None of the Issuer, the Trustee and Solicitation Agent, the Registrar, the Advisors, the Associates or any other person will be under any duty to give notification of any defects or irregularities in any deliveries of Consents or Consent Forms, or will incur any liability for failure to give any such notification.

(e) *Conditions to Issuer's Payment Obligations*

- (i) The Issuer's obligation to pay the Consent Fee to the Consenting Bondholders is subject to the following conditions:
- (1) the receipt by the Solicitation Agent of validly executed and delivered Consent Forms evidencing the Required Consents on or before the Expiration Date;
 - (2) the receipt by the Issuer of a certification from the Trustee of the Series ABC Bonds that the Required Consents of the Series ABC Bonds to the Issuer's Proposed Amendment to the Series ABC Bonds Trust Agreement have been obtained on or before the Series ABC Bonds Consent Expiration Date under the terms and conditions of the Series ABC Bonds Proposed Amendment Consent Solicitation;
 - (3) the execution and delivery by the Issuer and the Trustee of the Supplemental Agreement;
 - (4) the absence of any law or regulation which would, and the absence of any pending or threatened injunction or other proceeding which (if adversely determined) would, render the Proposed Amendment unlawful or invalid, or enjoin or materially delay the implementation of the Proposed Amendment; and
 - (5) (A) no change (or development involving a prospective change) shall have occurred in or shall have threatened the Issuer's business, properties, assets, liabilities, financial condition, operations, or results of operations, and (B) no change (or development involving a prospective change) shall have occurred in the financial markets generally or affecting the Issuer's equity or the Bonds, in each case which, in the Issuer's reasonable judgment, is or may be adverse to the Issuer or has or may have a material adverse effect upon the contemplated benefits to the Issuer of the Proposed Amendment.
- (ii) The Issuer's obligation to pay the Record Bondholders the Early Bird Fee is subject to each of the conditions referred to in items (1) through (4) or paragraph 4(e)(i) above, and in addition, to the receipt by the Solicitation Agent of validly executed Consent Forms from such Record Bondholders on or before the Early Bird Deadline.
- (iii) If any of the foregoing conditions are not satisfied (or waived by the Issuer) on or prior to the Expiration Date, the Issuer may, in its sole discretion and upon giving notice to the public in accordance with paragraph 5 ("*Amendments; Public Announcements*") below, allow this Consent Solicitation to lapse or extend the solicitation period and continue soliciting Consents pursuant to this Consent Solicitation. Subject to any applicable law, this Consent Solicitation may be abandoned or terminated at any time and for any reason as determined by the Issuer in its sole discretion, in which case, any Consent received prior to such abandonment or termination will be automatically voided.
- (f) *Representations and Warranties of Consenting Bondholders*

By delivering a Consent Form pursuant to this Consent Solicitation Statement, a Record Bondholder shall be deemed to acknowledge, represent, warrant and undertake to the Issuer and the Trustee, as of the date such Consent Form is delivered and the Execution Date, that:

- (i) he/she/it has received, reviewed and understood this Consent Solicitation Statement;
- (ii) he/she/it has the full power and authority to issue and deliver the Consent Form;
- (iii) he/she/it has obtained any and all approvals or consents as may be necessary to execute the Consent Form and deliver the same to the Solicitation Agent; and
- (iv) he/she/it understands, acknowledges and agrees to all of the terms and conditions set out in this Consent Solicitation Statement and the Consent Form.

(g) *Supplemental Agreement*

Following the Trustee's certification that the Required Consents have been obtained, the Issuer and the Trustee shall, no later than one Business Day from the Trustee's receipt of written notice from the Issuer, execute the Supplemental Agreement embodying the parties' agreement on the Proposed Amendment. The Issuer will make a public announcement of the execution of the Supplemental Agreement via press release and disclosure to the Philippine Dealing & Exchange Corp. and Philippine Securities and Exchange Commission on the Execution Date.

The Supplemental Agreement will become effective on the Consent Payment Date.

For the avoidance of doubt, the Issuer reserves the discretion to determine whether or not to execute and deliver the Supplemental Agreement, and the Issuer's receipt of certification by the Trustee that the Required Consents have been obtained will in no event obligate the Issuer to execute the Supplemental Agreement with the Trustee. The Issuer also reserves the discretion to enter into the Supplemental Agreement with the Trustee on any day falling before or after the Expiration Date, for as long as the Required Consents have been obtained.

(h) *Binding Effect on Non-Consenting or Future Bondholders*

From and after the Consent Payment Date, the Proposed Amendment will be conclusive and binding on all Bondholders and all future holders and owners of the Bonds (or of any bonds issued in lieu thereof or in exchange therefor), irrespective of whether or not such Bondholders or future holders and owners have consented to the Proposed Amendment to the Trust Agreement.

5. Amendments; Public Announcements

The Issuer may, in its discretion, amend any of the terms and conditions set out in this Consent Solicitation Statement, by giving written notice thereof to the Trustee and making a public announcement thereof by press release and disclosure to the Philippine Dealing & Exchange Corp. and Philippine Securities and Exchange Commission on the Business Day following the receipt of such written notice by the Trustee. Any such amendment shall become effective on the Business Day following the issuance of such press release and disclosure. Such amendments may include but are not limited to a pre-termination or extension of the period during which the Consent Solicitation shall remain open by adjusting either or both the Early Bird Deadline and the Expiration Date to an earlier or later time and date.

If this Consent Solicitation is amended or modified in a manner determined by the Issuer to constitute a material change to the Record Bondholders, the Issuer may, if appropriate, extend this Consent

Solicitation for a period deemed by it to be adequate to permit the Record Bondholders to deliver their Consents.

The Issuer's interpretation of the terms and conditions of the Consent Solicitation will be final and binding.

6. Certain Tax Considerations

Tax on the Consent Payments

A Record Bondholder receiving the Consent Fee may be subject to Philippine income tax on the payments received.

Under the Philippine National Internal Revenue Code of 1997, as amended (the "*Tax Code*"), the Consent Fee will, as a rule, form part of the gross income of the Record Bondholder delivering the Consent Form, for purposes of computing the relevant taxable income subject to the following applicable regular income tax rates: (1) variable rates based on net annual taxable income, the highest of which is 32% of net taxable income of individuals that are Philippine citizens, Philippine residents or aliens engaged in trade or business in the Philippines, (2) 25% final withholding tax for non-resident alien individuals not engaged in trade or business within the Philippines, (3) 30% of the net taxable income of domestic corporations and resident foreign corporations, and (4) 30% final withholding tax for non-resident foreign corporations.

Documentary stamp tax

No documentary stamp tax is imposed in connection with the execution and delivery of the Consent Forms.

Withholding tax

In compliance with the Bureau of Internal Revenue Regulation No. 02-98, the Issuer will withhold 2% of the Consent Fee and Early Bird Fee paid to the Registered Bondholders.

7. Governing Law

This Consent Solicitation Statement shall be governed by and construed in accordance with Philippine law.

The Issuer



SMC GLOBAL POWER HOLDINGS CORP.
155 EDSA, Wack-Wack, Mandaluyong City, Metro Manila

Requests for assistance or additional copies of this Consent Solicitation Statement and the Consent Form should be directed to the Trustee and Solicitation Agent, the Advisors, or the Associates at the relevant address, telephone number or email address listed below. The Consent Solicitation Statement and Consent Form may also be downloaded from the Issuer's website at www.smcglobalpower.com.ph. Questions concerning the terms of this Consent Solicitation may be directed to the Advisors or the Associates at the relevant address, telephone number or email address listed below.

The Trustee and Solicitation Agent for the Consent Solicitation is:

PHILIPPINE NATIONAL BANK – TRUST BANKING GROUP
3/F, PNB Financial Center
President Diosdado Macapagal Blvd.
Pasay City 1300, Philippines

Attention: Jaycee B. Rivera (re: SMC Global Power Consent Solicitation)
Telephone: 573-4575
Email: RiveraJB@pnb.com.ph

The Advisors for the Consent Solicitation are:

BDO Capital & Investment Corporation
20th Floor, South Tower, BDO Corporate Center,
7899 Makati Avenue, Makati City, Philippines

As Advisor

Attention: JC A. Barcelon (re: SMC Global Power Consent Solicitation)
Telephone: 840-7000 local 32786
Email: barcelon.carlos@bdo.com.ph

Attention: Andres P. Claparols (re: SMC Global Power Consent Solicitation)
Telephone: 840-7000 local 32785
Email: claparols.andres@bdo.com.ph

As Associate

Attention: Paula D. Tajanan (re: SMC Global Power Consent Solicitation)
Telephone: 891-2049; 840-7000 local 31896
Email: tajanana.paula@bdo.com.ph

Attention: Katrina A Cruz (re: SMC Global Power Consent Solicitation)

Telephone: 840-7000 local 36234,
Email: cruz.katrina@bdo.com.ph

PNB Capital and Investment Corporation

9/F PNB Financial Center, Pres Diosdado Macapagal Blvd., Pasay City

Attention: Benedict C. Estrella (re: SMC Global Power Consent Solicitation)
Telephone: 526-3131 x 2079
Email: estrellabcb@pnb.com.ph

Attention: Alfonso Roces (re: SMC Global Power Consent Solicitation)
Telephone: 526-3131 x 2409
Email: rocesjag@pnb.com.ph

The Associates for the Consent Solicitation are:

BPI Capital Corporation

8/F, Paseo Wing, BPI Building
Ayala Avenue corner Paseo De Roxas, Makati City 1226

Attention: Julienne Regina Villamor (re: SMC Global Power Consent Solicitation)
Telephone: 845-5166
Email: jrmvillamor@bpi.com.ph

Attention: Eduardo Olondriz (re: SMC Global Power Consent Solicitation)
Telephone: 845-5596
Email: epaolondriz@bpi.com.ph

RCBC Capital Corporation

21/F Tower 2, RCBC Plaza, 6819 Ayala Avenue, Makati City

Attention: China P. Laguio (re: SMC Global Power Consent Solicitation)
Telephone: 894 9000 loc. 2213
Email: cplaguio@rcbc.com

Attention: Grace U. Domingo (re: SMC Global Power Consent Solicitation)
Telephone: 894 9000 loc. 2216
Email: gwudomingo@rcbc.com

SB Capital Investment Corporation

18th Floor Security Bank Centre, 6776 Ayala Avenue, Makati City

Attention: Victor Emmanuel S. Bernardo
(re: SMC Global Power Consent Solicitation)
Telephone: 867-6788 loc. 7783
Email: vbernardo@securitybank.com.ph

Attention: Marvin S. Matias

(re: SMC Global Power Consent Solicitation)
Telephone: 888-7353
Email: mmatias@securitybank.com.ph

The Registrar for the Consent Solicitation is:

Philippine Depository & Trust Corp.
37th Floor, Tower 1, The Enterprise Center
6766 Ayala Avenue corner Paseo de Roxas
Makati City, Philippines
Attention: Ma. Annabelle M. Bautista / Josephine F. Dela Cruz/ Patricia Camille Garcia
Telephone: +632 884 4409 / 884-5025 / 884-4431

The Advisors' Legal Counsel for the Consent Solicitation is:

Picazo Buyco Tan Fider and Santos
Penthouse, Liberty Center
104 H.V. Dela Costa Street
Salcedo Village, Makati City, Philippines

Annex A
Consent Form for the PHP15 Billion SMC Global Power Holdings Corp.
4.3458% Series A Bonds due 2021,
4.7575% Series B Bonds due 2023, and
5.1792% Series C Bonds due 2026

To:

Philippine National Bank – Trust Banking Group
3/F PNB Financial Center, President Diosdado Macapagal Blvd.
1300 Pasay City,
Metro Manila, Philippines

Attention: (re: SMC Global Power Consent Solicitation)

From: _____
as Record Bondholder

Date: _____

Dear Sirs:

SMC Global Power Holdings Corp.
Consent to the Proposed Amendment
to the Trust Agreement (the “Trust Agreement”) dated June 23, 2016
Governing the 4.3458% Series A Bonds due 2021, the 4.7575% Series B Bonds due 2023, and the 5.1792%
Series C Bonds due 2026

This is a Consent Form as contemplated by the Consent Solicitation Statement dated August 29, 2017 and issued by SMC Global Power Holdings Corp. in connection with a proposed amendment to the Trust Agreement. Unless otherwise specifically defined in this Consent Form, capitalized terms used herein have the same meanings given to them in the Consent Solicitation Statement.

The undersigned Record Bondholder hereby gives his, her or its irrevocable consent to the Proposed Amendment, and agrees that Section 7.2 of the Trust Agreement, which as of the date of the Consent Solicitation Statement reads as follows:

“The Issuer may Incur Indebtedness if on the Transaction Date, after giving effect to the Incurrence of such Indebtedness, but not giving any effect to the receipt or application of proceeds therefrom, the Leverage Ratio is not more than 5.5x.

In the determination of any particular amount of Indebtedness in connection with financial covenant under this Agreement, Guarantees, Security Interests or obligations with respect to letters of credit supporting Indebtedness otherwise included in the determination of such particular amount shall not be included.”

shall, effective as of the Consent Fee Payment Date, be deleted and replaced and to read as follows:

“The Issuer may Incur additional Indebtedness if on the Transaction Date, after giving effect to the Incurrence of such Indebtedness, but not giving any effect to the receipt or application of proceeds therefrom, the Net Debt to Equity Ratio is not more than 3.25x and the Interest Coverage Ratio is not less than 2.25x.

In the determination of any particular amount of Indebtedness in connection with financial covenant under this Agreement, Guarantees, Security Interests or obligations with respect to letters of credit supporting Indebtedness otherwise included in the determination of such particular amount shall not be included.

“The above ratios shall be computed using the following formula:

Net Debt to Equity (all items being net of amounts attributable to Ring-Fenced Subsidiaries)

Consolidated Net Total Debt + Total PSALM Lease Liabilities

Consolidated Total Equity

Interest Coverage Ratio (all items being the amounts for the most recent Four Quarterly Period and excluding Ring-Fenced Subsidiaries)

Consolidated EBITDA

Consolidated Interest Expense

“For purposes of the foregoing:

Consolidated Interest Expense means the total Interest Expense per consolidated financial statements less interest due on the Project Debt;

Consolidated Total Equity means the consolidated total assets minus the consolidated total liabilities plus deposit for future subscription as reported in the consolidated financial statements;

Total PSALM Lease Liabilities means the aggregate of the capitalized lease obligation payable to PSALM under the IPPA Agreements, as reflected in the consolidated financial statements.”

Accordingly, the undersigned Record Bondholder irrevocably authorizes the Issuer and the Trustee to implement the Proposed Amendment and enter into the Supplemental Agreement.

In consideration of the undersigned Record Bondholder irrevocably giving the foregoing Consent, the undersigned Record Bondholder hereby accepts the offer of the Issuer of a Consent Fee of PHP1.25 per PHP1,000 of the principal amount of the Bonds covered by this Consent Form (subject to valid delivery to the Solicitation Agent of this Consent Form on or before the Expiration Date), and an additional Early Bird Fee of PHP1.00 per PHP1,000 of the principal amount of the Bonds covered by this Consent Form (subject to valid delivery to the Solicitation Agent of this Consent Form on or before the Early Bird Deadline):

Registry Account Number	
Principal Amount of Series A Bonds Covered by this Consent Form	
Principal Amount of Series B Bonds Covered by this Consent Form	
Principal Amount of Series C Bonds Covered by this Consent Form	

Further, the undersigned Record Bondholder confirms that he, she or it has read and understood the provisions of the Consent Solicitation Statement, and acknowledges that by his, her or its execution and delivery of this Consent Form to the Solicitation Agent, he, she or it irrevocably and unconditionally agrees to be bound by and adhere to all of the terms and conditions set out in the Consent Solicitation Statement, including, without limitation, the provision that the Issuer’s undertaking to pay the Consent Fee is subject to the fulfillment of the conditions set out in paragraph 4(e) of the Consent Solicitation Statement (“*Conditions to Issuer’s Payment Obligations*”), including but not limited to the following: (1) the Solicitation Agent’s receipt of validly executed and delivered Consent Forms from Record Bondholders on or before the Early Bird Deadline (in the case of the Early Bird Fee) and on or before the Expiration Date (in the case of the Consent Fee); (2) the Solicitation Agent’s receipt of validly executed and delivered Consent Forms from Record Bondholders representing more than 50% of the aggregate principal amount of the Bonds on or before the Expiration Date; (3) the receipt by the Issuer of a certification from the Trustee of the Series ABC Bonds that the Required Consents of the Series ABC Bonds to the Issuer’s Proposed Amendment to the Series ABC Bonds Trust Agreement have been obtained on or before the Series ABC Bonds Consent Expiration Date under the terms and conditions of the Series ABC Bonds Proposed Amendment Consent Solicitation; and (4) the execution and delivery by the Issuer and the Trustee of the Supplemental Agreement.

The undersigned Bondholder hereby makes the representations and warranties set out in paragraph 4(f) of the Consent Solicitation Statement (“*Representations and Warranties of Consenting Bondholders*”).

By signing this Consent Solicitation Form, the undersigned Record Bondholder hereby consents to the collection of information hereunder and authorizes each of the Advisors and the Associates to disclose all such information as may be required by the Issuer, the Trustee and Solicitation Agent and the Registrar and Paying Agent, solely and exclusively for the limited purpose of enabling (a) the Issuer, the Trustee and Solicitation Agent and the Registrar and Paying Agent to perform the transactions contemplated under the Consent Solicitation Statement; (b) the Trustee and the Registrar and Paying Agent to perform their respective functions as trustee of the Bondholders and the registrar and paying agent of the Issuer in the manner contemplated under the Trust Agreement and the Registry and Paying Agency Agreement, respectively.

This Consent Form shall be governed by and construed in accordance with Philippine law.

Sincerely,

(Signature(s) of the Record Bondholders to be affixed below)

<i>Signature Block for Record Bondholders who are natural persons:</i>	_____ Name of Record Bondholder: _____ Name of Record Bondholder:
--	--

<i>Signature Block for Record Bondholders which are juridical entities (e.g., corporations or partnerships) or other entities</i>	_____ Name of Record Bondholder: By: _____ Position: _____ Position:
---	--

IMPORTANT NOTE TO RECORD BONDHOLDER: In the event of a change in the authorized signatories of any Record Bondholder, such Record Bondholder must ensure that copies, certified by such Record Bondholder’s corporate secretary, of the resolutions adopted by such Record Bondholder’s board of directors or other appropriate body (or such other documents as the Registrar may reasonably require), together with the relevant specimen signatures of such signatories, are sent to the Solicitation Agent’s address together with this executed Consent Form.