

DISCLAIMER

The attached Consent Solicitation Statement may be downloaded and/or reproduced by or for Record Bondholders (as defined in the attached Consent Solicitation Statement) only.

Except as provided above, the attached Consent Solicitation Statement may not be downloaded, forwarded or distributed, in whole or in part, to any other person and may not be reproduced in any manner whatsoever. Any downloading, forwarding, distribution or reproduction of the attached Consent Solicitation Statement, in whole or in part, except as provided above, is unauthorized. Failure to comply with this requirement may result in a violation of the applicable laws and regulations.



**San Miguel
Global Power**
Giving You the Power to Celebrate Life

SAN MIGUEL GLOBAL POWER HOLDINGS CORP.

(formerly SMC Global Power Holdings Corp.)

Consent Form for

Series L Bonds: 7.1051% p.a. due 2028

Series M Bonds: 8.0288% p.a. due 2032

IMPORTANT: Please complete All Required Fields and signature blocks.

Please submit a duly completed and original signed Consent Form to the selling agent where you purchased your Bonds (Joint Solicitation Agent / Selling Agent / Depository Participant) for verification and further delivery to the Trustee.

DO NOT SUBMIT DIRECTLY TO THE TRUSTEE.

Submission of the Consent Form to the Joint Solicitation Agent / Original Selling Agent / Depository Participant does not make the Consenting Bondholder immediately eligible for Consent Fees. Bondholder will only be eligible for Consent Fees once the Consent Form (i) is verified by the Joint Solicitation Agent / Original Selling Agent / Depository Participant, (ii) received by the Trustee, (iii) validated by PDTC, and (iv) the conditions under paragraph 4(e) of the Consent Solicitation Statement have been fulfilled.

IMPORTANT NOTE TO RECORD BONDHOLDER: Please make sure to submit the following documents along with this Consent Form, as applicable:

<i>For Corporate and Institutional Record Bondholders</i>		<i>For Individual Record Bondholders</i>	
<input type="checkbox"/>	one (1) duly accomplished PDTC Specimen Signature Card containing the specimen signatures of the authorized signatories of the Record Bondholder, validated by its corporate secretary, assistant corporate secretary, or an equivalent officer(s) who is/are authorized signatory(ies)	<input type="checkbox"/>	one (1) duly accomplished PDTC Specimen Signature Card containing the specimen signature of the Record Bondholder
<input type="checkbox"/>	a photocopy of any one of the following identification cards ("ID") of each of the authorized signatories mentioned in the immediately preceding item: passport, driver's license, postal ID, company ID, SSS/GSIS ID, and/or Senior Citizen's ID or such other ID and documents as may be acceptable to the Joint Solicitation Agent, which is valid as of the date of this submission	<input type="checkbox"/>	a photocopy of any one of the following IDs : passport, driver's license, postal ID, company ID, SSS/GSIS ID, and/or Senior Citizen's ID or such other ID and documents as may be acceptable to the Joint Solicitation Agent, which is valid as of the date of this submission
<input type="checkbox"/>	a Secretary's Certificate or Director's Certificate certified as true by the corporate secretary or assistant corporate secretary (or equivalent officer in case of a partnership) of the Record Bondholder setting forth resolutions of the board of directors, partners or equivalent body (i) authorizing the transactions involving or relating to fixed income investments , and (ii) designating the signatories, with their specimen signatures , for the said purpose	<input type="checkbox"/>	such other documents as may be reasonably required by the Joint Solicitation Agents or the Registrar in the implementation of their respective internal policies regarding "know your customer" and anti-money laundering
<input type="checkbox"/>	the latest amended Articles of Incorporation or the Certificate of Incorporation (or the Articles of Partnership in case of a partnership, or the Government Charter in case of government institutions, or the Trust Agreement or equivalent document in case of retirement funds) issued by the SEC or other equivalent organizational documents issued by an equivalent government institution, stamped and signed as certified true copies by the SEC or the equivalent government institution, or by the corporate secretary, assistant corporate secretary, or by an equivalent officer(s) of the Record Bondholder		
<input type="checkbox"/>	such other documents as may be reasonably required by the Joint Solicitation Agents or the Registrar in the implementation of their respective internal policies regarding "know your customer" and anti-money laundering		

Capitalized terms used herein shall have the respective meanings ascribed to them in the Consent Solicitation Statement.

1. A Record Bondholder shall:

(a) complete the Consent Form and prepare all the required accompanying documents.

For Record Bondholders holding multiple accounts on behalf of multiple beneficial owners for the Series LM Bonds (e.g., nominee bondholders such as broker, dealer, commercial bank, trust company, etc.), submissions of requirements above can be made on a per-batch basis (e.g., only 1 set of Secretary's Certificate or Director's Certificate certified as true by the corporate secretary, assistant corporate secretary, or equivalent officer covering 25 Consent Forms all executed by that 1 Record Bondholder for the Series LM Bonds submitted in that particular day).

For First Batch Submission of the Series LM Bonds:

- The required attachments as provided above

For Subsequent Batch Submissions of the Series LM Bonds:

- One (1) duly accomplished PDTC Specimen Signature Card containing the specimen signatures of the authorized signatories of the Record Bondholder, validated by the corporate secretary or assistant corporate secretary or an equivalent officer(s) who is/are authorized signatories (all original wet-ink signatures)
- Copy of the PDTC-stamped-received/validated certified true copy of the Secretary's Certificate or Director's Certificate submitted by the Record Bondholder for the First Batch Submission of the Series LM Bonds (Record Bondholder to coordinate with the Joint Solicitation Agent / Original Selling Agent / Depository Participant for a copy of the PDTC-stamped Secretary's or Director's Certificate); and
- Wet ink-signed cover letter (Record Bondholder may reach out to the Joint Solicitation Agent / Original Selling Agent / Depository Participant for a copy of the sample cover letter)

(b) submit the duly accomplished Consent Forms and the required accompanying documents to any of:

- the Joint Solicitation Agents; OR
- the Original Selling Agents; OR
- the Depository Participants.

2. Defective or incomplete Consent Forms will be returned to the Record Bondholder for rectification. Should the Record Bondholder wish to proceed with providing their consent, the Record Bondholder is required to resubmit complete and corrected Consent Forms and the required accompanying documents within the Consent Solicitation Period.

To:

Philippine Commercial Capital, Inc. – Trust and Investment Group
6th Floor, PCCI Corporate Center
118 L.P. Leviste Street
Salcedo Village, Makati City
Metro Manila, Philippines

For JSA/OSA/DP use only:

Attention: **Maria Carmen V. Palanca**

For Trustee use only:

Thru: **The Joint Solicitation Agents / Original Selling Agents /
Depository Participants**

Subject: **San Miguel Global Power Holdings Corp. Bonds
Consent Solicitation**

From: _____
as Record Bondholder*

Date: _____

Dear Sirs:

**SAN MIGUEL GLOBAL POWER HOLDINGS CORP.
Consent to the Proposed Amendments
to the Trust Agreement dated 7 July 2022 (the “Trust Agreement”)
governing the
Series L Bonds: 7.1051% p.a. due 2028
Series M Bonds: 8.0288% p.a. due 2032**

This is a Consent Form as contemplated by the Consent Solicitation Statement dated 9 February 2026 and issued by San Miguel Global Power Holdings Corp. in connection with the proposed amendments 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 Amendments, and agrees that Section 1.1 and Annex A (Terms and Conditions of the Bonds) of the Trust Agreement shall, effective as of the Consent Payment Date, be read as follows:

“*Masinloc Group*” means:

(a) *SMCGP Masinloc Partners Company Limited (MAPACO), a partnership incorporated in the Philippines with company registration number PL200800394; SMCGP Masinloc Power Company Limited (MAPOCO), a partnership incorporated in the Philippines with company registration number PL200800397; and MPCL; SMCGP Masin Pte. Ltd. Philippine Branch (formerly known as Masin AES Pte. Ltd.), a company incorporated in the Philippines with company registration number FS200709344;*

(b) xxx

"MPPCL" means **Masinloc Power Co. Ltd. (formerly known as Masinloc Power Partners Co. Ltd.)**, a limited liability partnership organized under the laws of the Philippines with partnership registration number PL200709834.

xxx

"Permitted Security Interest" means:

xxx

(g) other Security Interest incidental to the ordinary conduct of the business of the Issuer or any Material Subsidiary or the ownership of the properties and assets of the Issuer or any Material Subsidiary provided that:

- (i) such Security Interests are not incurred or granted in connection with incurring or maintaining Indebtedness;
- (ii) such Security Interests do not, individually or in the aggregate, materially detract from the value of such properties or assets or materially impair the use thereof in the operation of the business of the Issuer or any Material Subsidiary or materially interfere with the sale or other disposition of such properties or assets;
- (iii) such Security Interests shall in no event secure any obligations or liabilities incurred by the Issuer and/or the Material Subsidiaries in the ordinary course of any real property development business; and
- (iv) the aggregate amount secured by such liens permitted under this paragraph (g) (for any and all of the Issuer and the Material Subsidiaries) shall not at any time be in excess of US\$3530,000,000 (or the equivalent in any other currencies);

xxx

(j) any Security Interest upon, or with respect to, any of the present or future business, undertaking, assets or revenues (including uncalled capital) of any of the Material Subsidiaries or any Shares and Shareholder Loans of any **Subsidiary entity** owned by the Company **or any Material Subsidiary** in each case, to secure:

- (i) any Indebtedness which (subject to (ii) of this definition below) is not Public Debt; or
- (ii) any Public Debt (1) which (x) by its terms does not provide that the Issuer or any Material Subsidiary is an obligor, (y) by its terms does not provide that a Guarantee or credit support of any kind is given by the Issuer or any of the Material Subsidiaries and (z) does not have the legal effect of providing recourse against any of the assets of the Issuer or any of the Material Subsidiaries and (2) no default with respect to which would permit upon notice, lapse of time or both any holders of any other Indebtedness of the Issuer or any of the Material Subsidiaries to declare a default on such other Indebtedness or cause the payment of such other Indebtedness to be accelerated or payable prior to its stated maturity,

which, in either case (either alone or when aggregated with all other present or future business, undertaking, assets or revenues (including uncalled capital) of any of the

*Material Subsidiaries upon, or with respect to, which Security Interests are subsisting), does not exceed 15% of the **consolidated** Total Assets of the Issuer **and its Subsidiaries taken as a whole**;*

xxx

(l) any extension, renewal, supplement, or replacement (or successive extensions, renewals, supplements, or replacements) in whole or in part of any Security Interest referred to in paragraphs (a), (b), (c) (d), (e), (f), (h) and (k), or any Indebtedness secured thereby; provided that such extension, renewal, supplements, or replacement is limited to all or any part of the same property that secured the Indebtedness extended, renewed, supplemented, or replaced (plus any construction, repair, or improvement on such property) and:

*(i) in relation to **MPPCL**:*

*(x) shall secure an amount of financial Indebtedness which does not result in the ratio of debt to equity of **MPPCL**, calculated using its latest available balance sheet (after taking into account the additional refinancing amount) prior to the date of such extension, renewal, supplement or replacement, to exceed 70:30; and*

(y) no breach of financial covenants under Section 7.2(b) could reasonably be expected to result from the incurrence of such additional Indebtedness; and

(ii) in relation to any other member of the Group, shall secure no larger amount of financial Indebtedness than that existing at the time of such extension, renewal, supplement, or replacement; and

xxx

*“Shares and Shareholder Loans” means, in respect of any **member of the Group Person**, any shares, partnership interests, membership interests, **perpetual or other securities**, or other equity interests of such **Group member Person**, and any intercompany loans made to such **Group member Person**, by a **Holding Company of such Group member another Person**.*

xxx

Accordingly, the undersigned Record Bondholder irrevocably authorizes the Issuer and the Trustee to implement the Proposed Amendments and enter into the Supplemental Trust 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 Trustee of this Consent Form, by procuring delivery through any of the Joint Solicitation Agents, Original Selling Agents, or Depository Participants, at the Trustee’s address on or before the Expiration Date, along with other conditions to Consent Fee Payment contemplated under the Consent Solicitation Statement):

Record Bondholder Name:*

Series	Principal Amount*	Registry Account Number*
Series L Bonds Covered by this Consent Form		
Series M Bonds Covered by this Consent Form		

***Required Fields**

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 Trustee, by procuring delivery through any of the Joint Solicitation Agents, Original Selling Agents, or Depository Participants, 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 Trustee's receipt of validly executed and delivered Consent Forms from Record Bondholders on or before the Expiration Date; (2) a certification from the Trustee that the Required Consents have been obtained, and the other conditions set forth herein are satisfied (or otherwise waived) under the terms set forth herein; (3) a certification from the Trustee on the final list of Consenting Bondholders entitled to receive the Consent Fee; and (4) the execution and delivery by the Issuer and the Trustee of the Supplemental Trust Agreement.

The undersigned Record 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 the Trustee or the Joint Solicitation Agents, to disclose all such information as may be required by the Issuer, the Trustee, the Joint Solicitation Agents, and the Registrar and Paying Agent, solely and exclusively for the limited purpose of enabling (a) the transactions contemplated under the Consent Solicitation Statement; (b) the performance of the respective functions of the trustee of the Record 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.

[Signature page follows]

Sincerely,

	(Signature(s) of the Record Bondholder/s to be affixed below)	(Signature(s) of the Joint Solicitation Agent /Original Selling Agent/Depository Participant to be affixed below)
<i>Signature Block for Record Bondholders who are natural persons:</i>	<p>Name of Record Bondholder*</p> <p>Signature of Record Bondholder*</p> <p>Email address*</p> <p>Contact No.*</p> <p>-----</p> <p>Name of Record Bondholder*</p> <p>Signature of Record Bondholder*</p> <p>Email address*</p> <p>Contact No.*</p>	<p>Name of Joint Solicitation Agent / Original Selling Agent / Depository Participant</p> <p>Name of Signature Verifier No. 1</p> <p>Signature of Verifier No. 1</p> <p>Name of Signature Verifier No. 2 (if applicable)</p> <p>Signature of Verifier No. 2 (if applicable)</p>
<i>Signature Block for Record Bondholders which are juridical entities (e.g., corporations or partnerships) or other entities</i>	<p>Name of Record Bondholder*</p> <p>Represented by:</p> <p>Name and Signature:*</p> <p>Position:*</p> <p>Email address:*</p> <p>Contact No.:</p> <p>-----</p> <p>Name and Signature:*</p> <p>Position:*</p> <p>Email address:*</p> <p>Contact No.:</p>	<p>Name of Joint Solicitation Agent / Original Selling Agent / Depository Participant</p> <p>Name of Signature Verifier No. 1</p> <p>Signature of Verifier No. 1</p> <p>Name of Signature Verifier No. 2 (if applicable)</p> <p>Signature of Verifier No. 2 (if applicable)</p>

***Required Fields**

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, assistant corporate secretary, or equivalent officer, 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 new signatories, are sent to the address of the Joint Solicitation Agent, Original Selling Agent, or Depository Participant together with this executed Consent Form.

SPECIMEN SIGNATURES

Please use additional sheets if more space is needed.

ACCOUNT NAME

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Please check the appropriate box to indicate whether this card is being submitted for new account/s, additional names for an existing account, or to supersede existing information.

New Addition Supersede

1

AUTHORIZED SIGNATURES (Please sign twice)

Name			
Position			
Restriction/s	Type of Signatory (e.g. A, B)		
	Limitations	<input type="checkbox"/> Any One	<input type="checkbox"/> Any Two
Specimen Signatures	1.		
	1.		

2

AUTHORIZED SIGNATURES (Please sign twice)

Name			
Position			
Restriction/s	Type of Signatory (e.g. A, B)		
	Limitations	<input type="checkbox"/> Any One	<input type="checkbox"/> Any Two
Specimen Signatures	2.		
	2.		

3

AUTHORIZED SIGNATURES (Please sign twice)

Name			
Position			
Restriction/s	Type of Signatory (e.g. A, B)		
	Limitations	<input type="checkbox"/> Any One	<input type="checkbox"/> Any Two
Specimen Signatures	3.		
	3.		

By affixing my/our signature above, I / We hereby authorize PDTC to honor and effect our transactions on the basis hereof, in relation to the Registry Account I / We maintain with PDTC as well as other account/s I / we may establish in the future.

We hereby acknowledge receipt of and accept PDTC's Registry Rules and Procedures. I/We have understood the PDTC Registry Rules and Procedures and I/we agree to abide by it.

CORPORATE SECRETARY'S VALIDATION (for corporations):		SIGNATURE VERIFIED BY Endorsing Bank / Underwriter / Broker:	
This section to be accomplished by PDTC:			
Processed by:	Checked by:	Approved by:	Date:

The Issuer



**San Miguel
Global Power**
Giving You the Power to Celebrate Life

SAN MIGUEL GLOBAL POWER HOLDINGS CORP.

(formerly, SMC Global Power Holdings Corp.)

40 San Miguel Avenue, Mandaluyong City, Metro Manila, Philippines

Requests for assistance in completing or delivering Consent Forms, or additional copies of the Consent Forms or this Consent Solicitation Statement and the Consent Form should be directed to the Joint Solicitation Agents at the relevant address, telephone number or email address listed below. The Consent Solicitation Statement, Consent Form, and the form of PDTA specimen signature may also be downloaded from the Issuer's website at <https://www.smctglobalpower.com.ph>. Questions concerning the terms of this Consent Solicitation may be directed to the Joint Solicitation Agents at the relevant address, telephone number or email address listed below.

The Trustee

Philippine Commercial Capital, Inc. – Trust and Investment Group

6th Floor, PCCI Corporate Center

118 L.P. Leviste Street

Salcedo Village, Makati City Metro Manila,
Philippines

Attention: Maria Carmen V. Palanca

Subject: San Miguel Global Power Holdings Corp. Bonds Consent Solicitation

Telephone: (632) 82840-9700 local 704 to 705

Email: smgpconsent@pccicapital.com.ph / maricar.palanca@pccicapital.com.ph

The Joint Solicitation Agents for the Consent Solicitation

Bank of Commerce

16th Floor, San Miguel Properties Centre,

#7 St. Francis Street,

Mandaluyong City 1550, Philippines

Attention: Raul Antonio B. Arellano II / Caryl A. Cortez / Rafael Martin M. Consing III /
Ines Margarita B. Pagdanganan

Subject: San Miguel Global Power Holdings Corp. Bonds Consent Solicitation

Telephone: +632 8982 6000 loc. 8706 / 8709 / 8712

Email: IBG@bankcom.com.ph

BDO Capital & Investment Corporation

17th Floor, BDO Equitable Tower
8751 Paseo de Roxas, Salcedo Village,
Makati City 1226, Philippines

Attention: Danielle R. Osias / Joana M. Tanqueco / Andrew T. Poblete / Karlo A. Lim

Subject: San Miguel Global Power Holdings Corp. Bonds Consent Solicitation

Telephone: +632 8840 7000 loc. 58638 / 35900 / 54094 / 32785

Email: osias.danielle@bdo.com.ph / tanqueco.joanamarie@bdo.com.ph /
poblete.andrewpatrick@bdo.com.ph / lim.karlosebastian@bdo.com.ph

BPI Capital Corporation

23/F, Ayala Triangle Gardens Tower 2,
Paseo de Roxas cor. Makati Avenue,
Makati City 1226, Philippines

Attention: Joan Marie T. Batara / Rafael Jesmer D. Rivera / Sophia Renee S. Te / Hyacinth Vienne A. Bejerano

Subject: San Miguel Global Power Holdings Corp. Bonds Consent Solicitation

Telephone: +632 8580 0888 loc 15066 / 15115 / 15098

Email: bpicapsyndicate@bpi.com.ph / projectcamel26-bpicap@bpi.com.ph

China Bank Capital Corporation

28th Floor, BDO Equitable Tower,
8751 Paseo de Roxas, Makati City

Attention: Martha S. Javelosa / Evan Richardson C. Tan / Tiffany Andrea C. Kawsek

Subject: San Miguel Global Power Holdings Corp. Bonds Consent Solicitation

Telephone: +632 8885-5798

Email: cbc_projectcamel@chinabank.ph / cbcapdistribution@chinabank.ph

Security Bank Capital Investment Corporation

18F Security Bank Centre,
6776 Ayala Avenue, Makati City

Attention: Daisy S. Garcia / Kathrina P. Recio / Miai Elissa C. Reonal / Kristine P. Hernandez

Subject: San Miguel Global Power Holdings Corp. Bonds Consent Solicitation

Telephone: +632 8867 6788

Email: distributions.sbcapital@securitybank.com.ph

The Registrar for the Consent Solicitation

Philippine Depository & Trust Corp.

29th Floor, BDO Equitable Tower,
8751 Paseo de Roxas, Makati City

*The Joint Solicitation Agents'
Legal Counsel for the Consent Solicitation*

Picazo Buyco Tan Fider Santos & Dee

Penthouse, Liberty Center

104 H.V. Dela Costa Street, Salcedo Village
Makati City 1227, Philippines

IMPORTANT: You must read the following disclaimer before continuing. The following disclaimer applies to the attached Consent Solicitation Statement. You are therefore advised to read this disclaimer carefully before reading, accessing or making any other use of the attached Consent Solicitation Statement. In accessing the attached Consent Solicitation Statement, you agree to be bound by the following terms and conditions, including any modifications to it from time to time, each time you receive any information from the Issuer and the Joint Solicitation Agents (as such terms are defined in the attached Consent Solicitation Statement).

The Joint Solicitation Agents may, to the extent permitted by applicable law, have or hold a position in the Bonds and make, or continue to make, a market in, or act as principal in any transactions in, or relating to, or otherwise act in relation to, the Bonds. The Joint Solicitation Agents may also deliver the Consent Form for their own account or on behalf of other Record Bondholders.

Confirmation of your representation: You have accessed the attached document on the basis that you have confirmed to the Issuer, the Trustee and the Joint Solicitation Agents that (1) you are a holder or a beneficial owner of the Bonds referred to in the attached Consent Solicitation Statement, (2) you are a person to whom it is lawful to deliver, or to grant access to the attached Consent Solicitation Statement through electronic means, and (3) that you consent to the delivery of, or your being granted access to, this document through electronic means, as the case may be.

In the event this document has been made available to you in electronic form, please be reminded that documents made available to you through this medium may have been altered or changed during the process of electronic transmission or access and consequently the Issuer, the Trustee and the Joint Solicitation Agents and their respective affiliates accept no liability or responsibility whatsoever in respect of any difference between this electronic version of the Consent Solicitation Statement made available to you and the hard copy version.

You are responsible for protecting against viruses and other destructive items. Your use of this electronic document is at your own risk, and it is your responsibility to take precautions to ensure that it is free from viruses and other items of a destructive nature.

In the event that you have accessed this Consent Solicitation Statement on the basis that you are a person to whom this Consent Solicitation Statement may be lawfully delivered or made available in accordance with the laws of the jurisdiction in which you are located, please be reminded that you may not nor are you authorized to deliver this Consent Solicitation Statement to any other person.



**San Miguel
Global Power**
Giving You the Power to Celebrate Life

SAN MIGUEL GLOBAL POWER HOLDINGS CORP.
(formerly SMC Global Power Holdings Corp.)

CONSENT SOLICITATION STATEMENT

Consent Solicitation for the proposed amendments to the
Trust Agreement dated 7 July 2022, governing the:

Series L Bonds: 7.1051% p.a. due 2028

Series M Bonds: 8.0288% p.a. due 2032

**THE CONSENT SOLICITATION (AS DEFINED HEREIN) WILL EXPIRE
AT 12:00 NOON (PHILIPPINE TIME) ON 19 MARCH 2026,
UNLESS SOONER TERMINATED OR EXTENDED BY
SAN MIGUEL 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**”), San Miguel Global Power Holdings Corp. (the “**Issuer**”, “**we**”, “**us**” or “**our**”) is soliciting consents (the “**Consent Solicitation**”) from the holders of record (the “**Record Bondholders**”) of its outstanding Series L Bonds 7.1051% per annum due on 2028 and Series M Bonds 8.0288% per annum on 2032 (the “**Bonds**”, and the holders thereof, the “**Bondholders**”) as of 5:00 p.m. (Philippine time) on 6 February 2026 (the “**Record Date**”) for the adoption of proposed amendments (the “**Proposed Amendments**”) to the Trust Agreement dated 7 July 2022 between the Issuer and Philippine Commercial Capital, Inc. – Trust and Investment Group in its capacity as trustee (the “**Trustee**”, and the agreement, the “**Trust Agreement**”).

The Proposed Amendments are explained in detail in Paragraph 1 (“*The Proposed Amendments*”) under the heading *The Consent Solicitation* 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 30 July 2025 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 Amendments 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 (i) any of Bank of Commerce, BDO Capital & Investment Corporation, BPI Capital Corporation, China Bank Capital Corporation, and Security Bank

Capital Investment Corporation (each a “**Joint Solicitation Agent**” and collectively the “**Joint Solicitation Agents**”), (ii) the original selling agent through which the Record Bondholder purchased the Bonds in the primary market (an “**Original Selling Agent**”), or (iii) the Depository Participant (as defined under the relevant Philippine Dealing System Group Rules), through which the Record Bondholder purchased the Bonds in the secondary market (the “**Depository Participant**”), a consent form validly executed in the form enclosed herewith and the required accompanying documents (the “**Consent Form**”), which shall be received by the Trustee on or before 12:00 noon (Philippine time) of 19 March 2026 (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**”), the Issuer shall pay each Consenting Bondholder an amount equal to PHP1.25 per PHP1,000 of the principal amount of the Bonds, net of applicable withholding taxes, in respect of which the Consent Form is given (the “**Consent Fee**”).

The Issuer shall pay the Consent Fee no later than the second (2nd) Business Day following the date that the Trustee certifies (which certification shall be delivered by the Trustee two (2) Business Days after the Expiration Date): (i) the final list of Consenting Bondholders entitled to receive the Consent Fee, which shall be issued after the Required Consents have been obtained (as such term is defined below), and (ii) that all other conditions under Paragraph 4(e) (“*Conditions to Issuer’s Payment Obligations*”) under the heading *The Consent Solicitation* below have been fulfilled (a “**Business Day**” being any day other than Saturday or Sunday on which banks are open for business in Metro Manila, Philippines, and such Business Day, the “**Consent Payment Date**”).

THE EXPIRATION DATE MAY BE ADJUSTED TO AN EARLIER OR LATER DATE AND TIME AT THE SOLE DISCRETION OF THE ISSUER, SUBJECT TO THE ISSUER’S GIVING NOTICE OF SUCH ADJUSTMENT TO THE RECORD BONDHOLDERS IN ACCORDANCE WITH THE DISCUSSION UNDER PARAGRAPH 5 (“AMENDMENTS; PUBLIC ANNOUNCEMENTS”) UNDER THE HEADING THE CONSENT SOLICITATION BELOW.

Please note that our undertaking to pay the Consent Fee is subject to the fulfillment of the conditions discussed under Paragraph 4(e) (“*Conditions to Issuer’s Payment Obligations*”) under the heading *The Consent Solicitation* below, including but not limited to the following:

- (1) the Trustee’s receipt of validly executed and delivered Consent Forms from Record Bondholders representing more than 50% of the principal amount of the Bonds (the “**Required Consents**”) on or before the Expiration Date;
- (2) a certification from the Trustee that the Required Consents have been obtained, and the other conditions set forth herein are satisfied (or otherwise waived) under the terms set forth herein;
- (3) a certification from the Trustee on the final list of Consenting Bondholders entitled to receive the Consent Fee; and
- (4) the execution and delivery by the Issuer and the Trustee of a supplemental agreement to amend the Trust Agreement (such agreement, the “**Supplemental Trust Agreement**”, and the date on which the Supplemental Trust Agreement is executed, the “**Execution Date**”).

The Supplemental Trust 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 Consenting Bondholder, irrespective of whether or not such Consenting Bondholder has delivered a validly executed Consent Form.

Following the Consent Payment Date, the Proposed Amendments to the Trust Agreement will be conclusive and binding on all Record 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 Record Bondholders or future holders and owners have consented to the Proposed Amendments to the Trust Agreement.

The Joint Solicitation Agents for this Consent Solicitation are:

BANK OF COMMERCE
BDO CAPITAL & INVESTMENT CORPORATION
BPI CAPITAL CORPORATION
CHINA BANK CAPITAL CORPORATION
SECURITY BANK CAPITAL INVESTMENT CORPORATION

9 February 2026

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IMPORTANT INFORMATION

Record Bondholders are requested to read and carefully consider the information contained herein and to give their Consent to the Proposed Amendments 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.

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 Trustee 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 Amendments must deliver the properly completed and executed Consent Form and any other documents required by the Consent Form to the Trustee, by procuring delivery through any of (i) the Joint Solicitation Agents, (ii) the Original Selling Agent, or (iii) the Depository Participant, at the Trustee’s address set forth in the said Consent Form, on or before the Expiration Date.

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 deliver the Consent Form on behalf of the beneficial owner on or before 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 in this Consent Solicitation Statement or in the accompanying Consent Form. Other materials, information or representations must not be relied upon as having been authorized by us, the Trustee, the Joint Solicitation Agents, or any other person. By delivering your Consent Form, you represent that you are consenting to the Proposed Amendments solely based on the information contained in, or incorporated by reference into, this Consent Solicitation Statement and your own examination of us and the terms of the Proposed Amendments.

None of the Trustee, the Joint Solicitation Agents, or any of their respective affiliates has verified the information contained in this Consent Solicitation Statement. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Trustee, the Joint Solicitation Agents, 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, the Joint Solicitation Agents, 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.

Bank of Commerce, BDO Capital & Investment Corporation, BPI Capital Corporation, China Bank Capital Corporation, and Security Bank Capital Investment Corporation are acting as Joint Solicitation Agents 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 Joint Solicitation Agents or for providing advice in relation to this Consent Solicitation. The Joint Solicitation Agents 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 advisors, tax advisors and other professional advisors as to the legal, business, tax and other matters concerning this Consent Solicitation.

Requests for assistance in completing and delivering Consent Forms, or for additional copies of the Consent Form or this Consent Solicitation Statement and the Consent Form should be directed to the Trustee, or any of the Joint Solicitation Agents, at the relevant address, telephone number or email address set out on pages 11 and 12 of this Consent Solicitation Statement. The Consent Solicitation Statement and the Consent Form may also be downloaded from the Issuer's website at <https://www.smglobalpower.com.ph>.

Any questions regarding the terms of the Consent Solicitation may be directed to any of the Joint Solicitation Agents at the relevant address, telephone number or email address set out on pages 11 and 12 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 as of Record Date 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 the Joint Solicitation Agents will rely upon the truth and accuracy of his, her or its acknowledgements, representations and agreements.

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*”) below 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 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*”) under the heading *The Consent Solicitation* below. In addition, we expressly reserve the right to execute and deliver to the Trustee the Supplemental Trust 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.

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

NONE OF THE ISSUER, THE TRUSTEE, THE JOINT SOLICITATION AGENTS, OR ANY OF THEIR RESPECTIVE AFFILIATES MAKES ANY RECOMMENDATION AS TO WHETHER OR NOT RECORD BONDHOLDERS SHOULD CONSENT TO THE PROPOSED AMENDMENTS. 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, LEGAL, AND TAX ADVISORS IN MAKING THEIR DECISION AS TO WHETHER TO EXECUTE AND DELIVER A CONSENT FORM PURSUANT TO THIS CONSENT SOLICITATION STATEMENT.

THIS CONSENT SOLICITATION STATEMENT DOES NOT CONSTITUTE A SOLICITATION OF CONSENTS IN ANY JURISDICTION IN WHICH, OR TO OR FROM ANY PERSON TO OR FROM WHOM, IT IS UNLAWFUL TO MAKE THE CONSENT SOLICITATION. PERSONS WHO RECEIVE THIS CONSENT SOLICITATION STATEMENT MUST INFORM THEMSELVES ABOUT AND OBSERVE ANY APPLICABLE RESTRICTIONS ON THE DISTRIBUTION AND SOLICITATION OF CONSENT FORMS.

IMPORTANT DATES FOR THE CONSENT SOLICITATION

Record 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 6 February 2026	<u>Record Date</u>
12:00 noon (Philippine time) of 9 February 2026	<u>Commencement of the Consent Solicitation</u> and the start of distribution of the Consent Solicitation Statement by courier to Record Bondholders Posting of Consent Solicitation Statement on the Issuer's website at: https://www.smccglobalpower.com.ph
12:00 noon (Philippine time) of 9 February 2026 to 11:59 a.m. (Philippine time) of 19 March 2026	<u>Consent Solicitation Period</u> – 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.
12:00 noon (Philippine time) of 19 March 2026	<u>Expiration Date</u> – The deadline for the Trustee to have received the validly executed form herewith and the required accompanying documents pursuant to the Consent Solicitation and be eligible to receive the Consent Fee. The Expiration Date may be adjusted by the Issuer to an earlier or later time and date in its sole discretion subject to the Issuer's giving notice of such adjustment in accordance with Paragraph 5 ("Amendments; Public Announcements") below. In any case, the Expiration Date will occur on the date that the Required Consents sufficient to approve the Proposed Amendments have been received and certified by the Trustee. The maturity date for the Bonds is independent of the Expiration Date.
24 March 2026 or two (2) Business Days after the Expiration Date	<u>The estimated Final Trustee Certification Date</u> – The date on which the Trustee issues its certification on the final list of Consenting Bondholders entitled to receive the Consent Fee
26 March 2026 or two (2) Business Days after the Final Trustee Certification Date	<u>The estimated Execution Date</u> – The date on which the Issuer and the Trustee may enter into the Supplemental Trust Agreement. <u>The estimated Consent Payment Date</u> – The date upon which the Proposed Amendments will become effective after the payment of the Consent Fee by the Issuer pursuant to the Consent Solicitation. The Supplemental Trust Agreement will take effect as of the Consent Payment Date.

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 Required Consents of the Record Bondholders holding or representing more than 50% of the principal amount of the Bonds then outstanding to approve the Proposed Amendments. For a more detailed description of the Consent we are seeking, please refer to the discussion under the heading “*The Proposed Amendments*” below.

<i>The Bonds</i>	Series L Bonds: 7.1051% p.a. due 2028 Series M Bonds: 8.0288% p.a. due 2032
<i>Consent Solicitation</i>	The purpose of this Consent Solicitation is to obtain the consent, to the Proposed Amendments, of Record Bondholders holding or representing more than 50% of the principal amount of the Bonds.
<i>Proposed Amendments</i>	<p>The Proposed Amendments seek to amend the definitions of “Masinloc Group”, “MPPCL”, “Permitted Security Interest” and “Shares and Shareholder Loans” under Section 1.1 and Annex A (Terms and Conditions of the Bonds) of the Trust Agreement.</p> <p>The Proposed Amendments are intended to align with, and ensure consistency across, the Issuer’s various debt instruments on the ability of the Issuer and the Material Subsidiaries to create security interests in support of the financing of its greenfield and/or large-scale projects.</p> <p>The Proposed Amendments 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>Form of Consent and How to Deliver Consents</i>	<p>Each Record Bondholder that consents to the Proposed Amendments must deliver to any of the:</p> <ul style="list-style-type: none">(i) Joint Solicitation Agents, OR(ii) Original Selling Agents, OR(iii) Depository Participants, <p>for their verification and for further delivery to the Trustee, a Consent Form properly completed and validly executed in the form enclosed herewith on or before the Expiration Date.</p>

For the avoidance of doubt, “**Consent Form**” is defined as a consent form validly executed in the **form enclosed herewith and includes all the required accompanying documents**.

The Record Bondholder is solely responsible for the completeness and accuracy of the information provided by such in the Consent Form and none of the Issuer, the Trustee, nor any of the Joint Solicitation Agents, are responsible for notifying the Record Bondholder of any error, defect, or deficiency in the submitted Consent Form.

A Record Bondholder shall not be entitled to receive any Consent Fee if (i) the Consent Form of such Record Bondholder is received by the Trustee, through any of the (a) Joint Solicitation Agents, (b) Original Selling Agents, or (c) Depository Participants, after the Expiration Date, or (ii) any of the other conditions set forth in “*Conditions to Issuer’s Payment Obligations*” have not been satisfied, even if such Consent Form has been properly completed and validly executed by such Record Bondholder.

See “*Conditions to Issuer’s Payment Obligations*” on page 24.

Consent Fee	The Issuer will pay to each Record Bondholder from whom the Trustee 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.
Trust Agreement	The Trust Agreement dated 7 July 2022
Supplemental Trust Agreement	The supplemental agreement to further amend the Trust 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 Amendments. The Supplemental Trust Agreement will modify the terms of the Trust Agreement solely with respect to the Proposed Amendments.
Trustee	Philippine Commercial Capital, Inc. – Trust and Investment Group
Required Consents	The receipt by Trustee of validly executed and delivered Consent Forms evidencing the Consents of Record Bondholders holding or representing more than 50% of the principal amount of the Bonds then outstanding on or before the Expiration Date.

<i>Expiration Date</i>	This Consent Solicitation will expire at 12:00 noon (Philippine time) on 19 March 2026, unless such time and date are adjusted to an earlier or later time and date by the Issuer in its sole discretion.
<i>Record Date</i>	5:00 p.m. (Philippine time) of 6 February 2026
<i>Conditions to Issuer's Payment Obligations</i>	<p>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"> (1) the Trustee's receipt of validly executed and delivered Consent Forms from Record Bondholders representing more than 50% of the principal amount of the Bonds on or before the Expiration Date; (2) a certification from the Trustee that the Required Consents have been obtained, and the other conditions set forth herein are satisfied (or otherwise waived) under the terms set forth herein; (3) a certification from the Trustee on the final list of Consenting Bondholders entitled to receive Consent Fee; (4) the execution and delivery by the Issuer and the Trustee of the Supplemental Trust Agreement; (5) the absence of any law or regulation which would, and the absence of any pending injunction or other proceeding which (if adversely determined) would, render the Proposed Amendments unlawful or invalid, or enjoin or materially delay the implementation of the Proposed Amendments; and (6) (A) no change (or development involving a prospective change) shall have occurred in 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 Amendments.

	<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>
<p><i>Irrevocability of Consents</i></p>	<p>Consents are <u>irrevocable</u> once delivered to the Trustee.</p>
<p><i>Assistance and Information</i></p>	<p>Requests for assistance in completing and delivering Consent Forms, or for additional copies of the Consent Form or this Consent Solicitation Statement and the Consent Form should be directed to the Trustee, or any of the Joint Solicitation Agents at the relevant address, telephone number or email address set out on pages 11 and 12 of this Consent Solicitation Statement. The Consent Solicitation Statement and Consent Form may also be downloaded from the Issuer's website at https://www.smglobalpower.com.ph.</p>
	<p>Any questions regarding the terms of the Consent Solicitation may be directed to any of the Joint Solicitation Agents at the relevant address, telephone number or email address set out on pages 11 and 12 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 Trust Agreement may be directed to the Trustee at its address, telephone number or email address set out on page 11 of this Consent Solicitation Statement.</p>
<p><i>Income Tax Considerations</i></p>	<p>For a summary of certain Philippine income tax consequences in connection with the Consents and the Proposed Amendments, see "Certain Tax Considerations."</p>
<p><i>Consequences to Non-Consenting Holders</i></p>	<p>If the Required Consents are obtained on or before the Expiration Date and the other conditions are satisfied (or waived), then the Supplemental Trust Agreement will be deemed effective and all Record Bondholders and all future holders and owners of the Bonds will be bound by the terms of the Trust Agreement as amended by the Supplemental Trust Agreement giving effect to the Proposed Amendments, irrespective of whether or not such Record Bondholders or future holders and owners have consented to the Proposed Amendments.</p>
<p><i>Joint Solicitation Agents</i></p>	<p>Bank of Commerce BDO Capital & Investment Corporation</p>

	BPI Capital Corporation China Bank Capital Corporation Security Bank Capital Investment Corporation
<i>Original Selling Agents</i>	Asia United Bank Corporation Philippine Commercial Capital, Inc. PNB Capital and Investment Corporation East West Banking Corporation

THE BONDS

The terms and conditions of the Bonds are set out in the Trust Agreement and the Prospectus and Offer Supplement both dated 7 July 2022 (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 11 of this Consent Solicitation Statement. The Prospectus may also be downloaded from the SMGP website at <https://www.smcglobalpower.com.ph/investor-relations>.

THE CONSENT SOLICITATION

1. The Proposed Amendments

A. *Definition of Masinloc Group, MPPCL, Permitted Security Interest and Shares and Shareholder Loans*

The Issuer seeks to amend the definitions of “Masinloc Group”, “MPPCL”, “Permitted Security Interest” and “Shares and Shareholder Loans” under Section 1.1 and Annex A (Terms and Conditions of the Bonds) of the Trust Agreement. With the Proposed Amendments, Section 1.1 and Annex A (Terms and Conditions of the Bonds) of the Trust Agreement shall read:

“*Masinloc Group*” means:

(a) *SMCGP Masinloc Partners Company Limited (MAPACO), a partnership incorporated in the Philippines with company registration number PL200800394; SMCGP Masinloc Power Company Limited (MAPOCO), a partnership incorporated in the Philippines with company registration number PL200800397; and MPCL; SMCGP Masin Pte. Ltd. Philippine Branch (formerly known as Masin AES Pte. Ltd.), a company incorporated in the Philippines with company registration number FS200709344;*

(b) xxx

xxx

“*MPPCL*” means *Masinloc Power Co. Ltd. (formerly known as Masinloc Power Partners Co. Ltd.), a limited liability partnership organized under the laws of the Philippines with partnership registration number PL200709834.*

xxx

“*Permitted Security Interest*” means:

xxx

(g) *other Security Interest incidental to the ordinary conduct of the business of the Issuer or any Material Subsidiary or the ownership of the properties and assets of the Issuer or any Material Subsidiary provided that:*

(i) *such Security Interests are not incurred or granted in connection with incurring or maintaining Indebtedness;*

(ii) *such Security Interests do not, individually or in the aggregate, materially detract from the value of such properties or assets or materially impair the use thereof in the operation of the business of the Issuer or any Material Subsidiary or materially interfere with the sale or other disposition of such properties or assets;*

(iii) *such Security Interests shall in no event secure any obligations or liabilities incurred by the Issuer and/or the Material Subsidiaries in the ordinary course of any real property development business; and*

- (iv) the aggregate amount secured by such liens permitted under this paragraph (g) (for any and all of the Issuer and the Material Subsidiaries) shall not at any time be in excess of US\$3530,000,000 (or the equivalent in any other currencies);

xxx

(j) any Security Interest upon, or with respect to, any of the present or future business, undertaking, assets or revenues (including uncalled capital) of any of the Material Subsidiaries or any Shares and Shareholder Loans of any **Subsidiary entity** owned by the Company **or any Material Subsidiary**, in each case, to secure:

- (i) any Indebtedness which (subject to (ii) of this definition below) is not Public Debt; or
- (ii) any Public Debt (1) which (x) by its terms does not provide that the Issuer or any Material Subsidiary is an obligor, (y) by its terms does not provide that a Guarantee or credit support of any kind is given by the Issuer or any of the Material Subsidiaries and (z) does not have the legal effect of providing recourse against any of the assets of the Issuer or any of the Material Subsidiaries and (2) no default with respect to which would permit upon notice, lapse of time or both any holders of any other Indebtedness of the Issuer or any of the Material Subsidiaries to declare a default on such other Indebtedness or cause the payment of such other Indebtedness to be accelerated or payable prior to its stated maturity,

which, in either case (either alone or when aggregated with all other present or future business, undertaking, assets or revenues (including uncalled capital) of any of the Material Subsidiaries upon, or with respect to, which Security Interests are subsisting), does not exceed 15% of the **consolidated** Total Assets of the Issuer **and its Subsidiaries taken as a whole**;

xxx

(l) any extension, renewal, supplement, or replacement (or successive extensions, renewals, supplements, or replacements) in whole or in part of any Security Interest referred to in paragraphs (a), (b), (c) (d), (e), (f), (h) and (k), or any Indebtedness secured thereby; provided that such extension, renewal, supplements, or replacement is limited to all or any part of the same property that secured the Indebtedness extended, renewed, supplemented, or replaced (plus any construction, repair, or improvement on such property) and:

- (i) in relation to MPCL:
 - (x) shall secure an amount of financial Indebtedness which does not result in the ratio of debt to equity of MPCL, calculated using its latest available balance sheet (after taking into account the additional refinancing amount) prior to the date of such extension, renewal, supplement or replacement, to exceed 70:30; and
 - (y) no breach of financial covenants under Section 7.2(b) could reasonably be expected to result from the incurrence of such additional Indebtedness; and

(ii) in relation to any other member of the Group, shall secure no larger amount of financial Indebtedness than that existing at the time of such extension, renewal, supplement, or replacement; and

xxx

“Shares and Shareholder Loans” means, in respect of any ~~member of the Group Person~~, any shares, partnership interests, membership interests, ~~perpetual or other securities~~, or other equity interests of such ~~Group member Person~~, and any intercompany loans made to such ~~Group member Person~~, by a ~~Holding Company of such Group member another Person~~.

xxx

2. Purpose of the Consent Solicitation

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

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

3. Rationale for the Proposed Amendments

The Issuer and its Material Subsidiaries are continually in growth mode and actively involved in greenfield and/or large-scale developments. As such, they may, and continue to, participate in these developments through joint venture arrangements or project companies, including non-controlling ownership in such entities. The Proposed Amendments will provide flexibility in financing the aforesaid greenfield and/or large-scale developments especially those that will be undertaken by such entities.

Certain carve outs align with standard project finance structure, enabling the Issuer and/or its Material Subsidiaries to support the development of their assets, while the debt is non-recourse to them.

The Proposed Amendments are intended to align with, and ensure consistency across, the Issuer’s various debt instruments on the ability of the Issuer and the Material Subsidiaries to create security interests in support of the financing of its greenfield and/or large-scale projects.

The Proposed Amendments will not alter the interest rate or maturity date of the Bonds, the Issuer’s obligation to make principal and interest payments on the Bond, or the substantive effect of any other covenant or provision of the Bonds.

For a description of the Issuer, its business, financial condition, and results of operations, please refer to the relevant disclosures made by the Issuer on its website <https://www.smglobalpower.com.ph>, the Philippine Dealing & Exchange Corp., and the Securities and Exchange Commission of the Philippines.

4. Terms of the Consent Solicitation

(a) Record Date

The Record Date for the determination of Record Bondholders entitled to give Consents and receive the Consent Fee pursuant to this Consent Solicitation is 5:00 p.m. (Philippine time) on 6 February 2026. This Consent Solicitation Statement, the accompanying Consent Form, and the

form of PDTC specimen signature card 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 Record Bondholders in accordance with Paragraph 5 below (“*Amendments; Public Announcements*”) if the Record Date is so changed.

(b) Consent Fee

Subject to the conditions set out under Paragraph 4(e) (“*Conditions to Issuer’s Payment Obligations*”) below, the Issuer shall pay the Consent Fee no later than the Consent Payment Date.

A Consent Fee equal to PHP1.25 for each PHP1,000 of the principal amount of the Bonds shall be paid to Record Bondholders who have properly delivered to the Trustee, through the Joint Solicitation Agents, Original Selling Agents, or Depository Participants validly executed Consent Forms on or before the Expiration Date that have been duly verified by the Joint Solicitation Agent, Original Selling Agent, or Depository Participant, duly validated 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 right to receive the Consent Fee is not transferable with any bonds.

The Consent Fee will be paid 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. Interest shall not accrue on or be payable with respect to the Consent Fee.

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

$$\left(\frac{\text{Principal amount of the Bonds} \\ \text{in respect of which the Consent Form is given}}{\text{PHP1,000.00}} \right) \times \text{PHP1.25}$$

(c) Procedure for Giving Consents

Each Record Bondholder that consents to the Proposed Amendments must deliver to any of the:

- (i) Joint Solicitation Agents; OR
- (ii) Original Selling Agents; OR
- (iii) Depository Participants.

For verification and for further delivery to the Trustee, a Consent Form properly completed and validly executed in the form enclosed herewith, on or before the Expiration Date. For the avoidance of doubt, “**Consent Form**” is defined as a consent form validly executed in the **form enclosed herewith and includes all the required accompanying documents**.

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, and the Consent Form **will be deemed to relate only to such portion of the aggregate principal amount** of the Bonds that is indicated in the Consent Form. 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 Amendments by procuring delivery to the Trustee through any of the Joint Solicitation Agents, Original Selling Agents, or Depository Participants a properly completed and executed Consent Form duly verified by the Joint Solicitation Agent, Original Selling Agent, or Depository Participant, and documents required hereunder at the Trustee's address set forth on the Consent Form, on or before the Expiration Date. Delivery of a Consent Form directly to the Issuer or Registrar, or delivery by a Record Bondholder directly to the Trustee without proper verification of a Joint Solicitation Agent, Original Selling Agent, or Depository Participant 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 before 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 Joint Solicitation Agent, Original Selling Agent, or Depository Participant 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.

If the Bonds to which a Consent Form relates are held by two or more joint Record Bondholders, then in order to validly deliver a Consent Form: each joint Record Bondholder must sign the Consent Form if their ownership of the Bonds are recorded by the Registrar in an "and" capacity; or any one of the joint Record Bondholders, may sign the Consent Form if their ownership of the Bonds are recorded by the Registrar in an "or" or "and/or" capacity. The determination of the Registrar of the sufficiency of any signatures on Consent Forms for validity shall be conclusive on the Issuer and as regards the Consent Solicitation. If a signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other Record Bondholder acting in a fiduciary or representative capacity, such person should so indicate when signing and must submit proper evidence satisfactory of such person's authority to act on behalf of the Record Bondholder. For the avoidance of doubt, Consent Forms must clearly indicate which series the consent pertains to. If the Bonds are held in different names, a separate Consent Form must be executed covering each name.

Delivery of any Consent Form to a Joint Solicitation Agent, Original Selling Agent, or Depository Participant shall not be considered valid delivery under this Consent Solicitation Statement unless such Consent Form is verified by such Joint Solicitation Agent, Original Selling Agent, or Depository Participant and is received by the Trustee on or before the Expiration Date.

(d) Determination of Validity

The (i) Joint Solicitation Agent, Original Selling Agent, or Depository Participant, and (ii) the Registrar have the obligation to determine that the person(s) signing the Consent Form are duly authorized to do so based on their records and that such signature(s) appearing therein are authentic. The Trustee shall only receive Consent Forms verified by the relevant Joint Solicitation Agent, Original Selling Agent, or Depository Participant, and shall forward the same to the Registrar for validation.

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, assistant corporate secretary, or equivalent officer(s) 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 relevant Joint Solicitation Agent, Original Selling Agent, or Depository Participant, and duly forwarded to the Trustee's address together with the executed Consent Form.

The Registrar shall notify the Trustee 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 Trustee, in its sole discretion, which determination will be final and binding. The Trustee 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 Trustee determines, unless waived. None of the Issuer, the Trustee, the Joint Solicitation Agents, the Registrar, or any other person will be under any duty to give notification of any defects or irregularities in any deliveries of 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 Trustee's receipt of validly executed and delivered Consent Forms from Record Bondholders representing more than 50% of the principal amount of the Bonds (the "**Required Consents**") on or before the Expiration Date;
 - (2) a certification from the Trustee that the Required Consents have been obtained, and the other conditions set forth herein are satisfied (or otherwise waived) under the terms set forth herein;
 - (3) a certification from the Trustee on the final list of Consenting Bondholders entitled to receive the Consent Fee;
 - (4) the execution and delivery by the Issuer and the Trustee of the Supplemental Trust Agreement.
 - (5) the absence of any law or regulation which would, and the absence of any pending injunction or other proceeding which (if adversely determined) would, render the Proposed Amendments unlawful or invalid, or enjoin or materially delay the implementation of the Proposed Amendments; and
 - (6) (A) no change (or development involving a prospective change) shall have occurred in 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 Amendments.

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.

- (ii) If any of the foregoing conditions are not satisfied (or waived by the Issuer) on or before 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 Trustee;
- (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;
- (v) any signature on the Consent Form and any accompanying or attached document (including, without limitation, any board resolutions, secretary's certificate or powers of attorney) is genuine and has been duly authorized, and each such document is true, complete, valid, binding and in full force and effect as of the date such Consent Form is delivered and the Execution Date;
- (vi) he/she/it consents to the collection of information pursuant to the Consent Solicitation and the Consent Form and authorizes the Joint Solicitation Agents to disclose all such information as may be required by the Issuer, the Trustee, the Joint Solicitation Agents, and the Registrar and Paying Agent, solely and exclusively for the limited purpose of enabling (a) the transactions contemplated under this Consent Solicitation; (b) to perform the respective functions of the trustee of the Record 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.

(g) Supplemental Trust Agreement

Following the Trustee's certification on the final list of Consenting Bondholder entitled to

receive the Consent Fee, the Issuer and the Trustee shall, no later than two (2) Business Days from the Trustee's receipt of written notice from the Issuer, execute the Supplemental Trust Agreement embodying the parties' agreement on the Proposed Amendments. The Issuer will make a public announcement of the execution of the Supplemental Trust Agreement via disclosure to the Philippine Dealing & Exchange Corp. and Philippine Securities and Exchange Commission on the Execution Date.

The Supplemental Trust 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 Trust Agreement, and the Issuer's receipt of a certification by the Trustee that the Required Consents have been obtained will in no event obligate the Issuer to execute the Supplemental Trust Agreement with the Trustee. The Issuer also reserves the discretion to enter into the Supplemental Trust Agreement with the Trustee two (2) business days after the receipt of Final Trustee Certification indicating that the Required Consents have been obtained.

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

From and after the Consent Payment Date, the Proposed Amendments will be conclusive and binding on all Record 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 Record Bondholders or future holders and owners have consented to the Proposed Amendments to the Trust Agreement.

5. Amendments; Public Announcements

The Issuer may, in its sole 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 disclosure to the Philippine Dealing & Exchange Corp. and Securities and Exchange Commission of the Philippines, 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 disclosure.

Notwithstanding the above, the Issuer may, in its sole discretion, pre- terminate or extend the period during which the Consent Solicitation shall remain open by adjusting the Expiration Date to an earlier or later time and date by giving written notice thereof to the Trustee and making a public announcement thereof by disclosure to the Philippine Dealing & Exchange Corp. and Securities and Exchange Commission of the Philippines. Any such amendment shall become effective on the date of such disclosure.

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 Consent Forms.

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

6. Certain Tax Considerations

Income Tax on the Consent Fee

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

payments received, as the Consent Fee is not part of a Consenting Bondholder's interest income from the Bonds.

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: (i) variable rates based on net annual taxable income, the highest of which is 35% of net taxable income of individuals that are Philippine citizens, Philippine residents or aliens engaged in trade or business in the Philippines; (ii) 25% of gross income of non-resident aliens not engaged in trade or business in the Philippines; (iii) 20%-25% of the net taxable income (or 2% minimum corporate income tax on gross income, whichever is higher) of domestic corporations and resident foreign corporations; and (iv) 25% of gross income of the non-resident foreign corporations.

Banks and non-bank financial intermediaries performing quasi-banking functions are subject to gross receipts tax of 7% on the Consent Fee. Other Consenting Bondholders may be subject to value-added tax of 12% on their receipt of the Consent Fee.

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, as amended by Revenue Regulations No.06-09, the Issuer will withhold 2% creditable withholding tax on the Consent Fee paid to the Registered Bondholders, who are either Philippine citizens, Philippine residents, aliens engaged in trade or business in the Philippines, domestic corporations and resident foreign corporations. However, the Issuer shall withhold 25% final withholding tax from non-resident alien individuals not engaged in trade or business within the Philippines and non-resident foreign corporations.

Except for such withholding tax and as otherwise provided, payments of the Consent Fee are to be made free and clear of any deductions or withholding for or on account of any present or future taxes or duties imposed by or on behalf of the Philippines, including interest and penalties, if any.

A Record Bondholder claiming preferential tax or tax-exempt status must ensure that its documentary proof of the tax-exempt status or entitlement to a preferential withholding tax rate have been submitted to the Registrar, including any updates thereto. Notwithstanding the submission by the Record Bondholder of documentary proof of its tax-exempt status or entitlement to a preferential withholding tax rate, the Issuer may, in its sole and reasonable discretion, determine that such Record Bondholder is taxable and require the Registrar and Paying Agent to proceed to apply the tax due on the Consent Fee. Any question on such determination shall be referred to the Issuer.

7. Governing Law

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

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