APPLICATION TO PURCHASE

e-SIP Reference Number #:



Joint Lead Underwriter and Joint Bookrunner's / Selling Agent's Control #

1 st Copy	Registrar
2 nd Copy	Joint Lead Underwriter and Joint Bookrunner's/Selling Agent's
3 rd Copy	Applicant

Series A: 5.8846% 2-year bonds due 2027, Series B: 6.2934% 5-year bonds due 2030 and Series C: 6.8572% 10-year bonds due 2035

APPLICATION TO PURCHASE

(FI-ATP 2025)

This Application to Purchase (the "Application") for the Aboitiz Power Corporation ("APC" or the "Issuer") two (2)-year bonds due 2027 (the "Series A Bonds"), five (5)year bonds due 2030 (the "Series B Bonds") and/or ten (10)-year bonds due 2035 (the "Series C Bonds", the "First Tranche Bonds"), together with all the required attachments, must be prepared and completed in all parts by a person (whether natural or juridical) who seeks to subscribe to the First Tranche Bonds (the "Applicant"). Any Application submitted by a prospective purchaser must be for a minimum denomination and in integral multiples as indicated in the Prospectus dated 23 June 2025 (the "Prospectus").

Unless otherwise defined, capitalized terms used herein shall have the same meaning as in the Prospectus, as may be applicable. The First Tranche Bonds will be issued by the Issuer and recorded in the electronic Registry Book maintained by the Philippine Depository & Trust Corp. ("PDTC" or the "Registrar and Paying Agent") and shall be subject to the rules and regulations of the Registrar and Paying Agent, and the Terms and Conditions for the Use of the e-Securities Issue Portal ("e-SIP"), as applicable (collectively, "PDTC Rules"). This Application is irrevocable and, once duly accomplished and submitted, may not be withdrawn by the Applicant. Completed Applications, in triplicate, with all the required attachments and corresponding payments must reach the underwriters (the "Joint Lead Underwriters and Joint Bookrunners") and selling agents (the "Selling Agents") appointed for the offer of the First Tranche Bonds not later than 5:00 p.m. on 4 July 2025, which is the end of the Offer Period, or such earlier date as may be specified by the Joint Lead Underwriters and Joint Bookrunners (the "Cut-Off Date"). Acceptance by the Joint Lead Underwriters and Joint Bookrunners and the Selling Agents of the completed Application shall be subject to the availability of the First Tranche Bonds. In the event that any check payment is returned by the drawee bank for any reason whatsoever or the nominated bank account to be debited is invalid, the Application shall be automatically cancelled and any prior acceptance of the Application shall be deemed revoked. Applications and payments received after said Cut-Off Date or submitted without the required attachments or payments will be rejected. Any Application improperly or incompletely accomplished may likewise be rejected. The Issuer and the Joint Lead Underwriters and Joint Bookrunners and Joint Bookrunners and Joint Bookrunners and Joint Bookrunners in a manner they deem appropriate. The foregoing notwithstanding, the deadline for the submission of the duly completed Applica

This Application, once accepted by the Joint Lead Underwriters and Joint Bookrunners and Selling Agents, shall constitute the duly executed purchase agreement covering the amount of the First Tranche Bonds so accepted and shall be valid and binding on the Issuer and the Applicant. Once accepted, an Application may not be unilaterally revoked or cancelled by the Applicant, in full or in part, and the rights and privileges pertaining thereto shall be non-transferable. Should an Application be accomplished electronically, as required and in accordance with the PDTC Rules and as authorized by the Securities and Exchange Commission ("SEC"), such Application shall govern and shall constitute as the duly executed purchase agreement so accepted and binding on the Issuer and the Applicant, whether directly executed by the Applicant or by the Joint Lead Underwriters and Joint Bookrunners or Selling Agents, on behalf of such Applicant.

Name of Applicant: (Last, First, Middle / Business Name)*	Type of	Type of Investor:		
		Individual		Corporate /
			Institut	tional

I/We (the "Applicant") hereby apply to purchase the following principal amount of the First Tranche Bonds (the "Purchase Price"), subject to the PDTC Rules, the Terms and Conditions as such term is defined in the Trust Agreement, and the Prospectus distributed or made available by the Issuer, Joint Lead Underwriters and Joint Bookrunners, and Selling Agents in relation to the offer and sale of the First Tranche Bonds.

BONDS APPLIED FOR AND AMOUNT

	Amount in Words	Amount in Figures
_	Series A: 5.8846% 2-year Fixed Rate Bonds due 2027	₽
	Series B: 6.2934% 5-year Fixed Rate Bonds due 2030	
	Series C: 6.8572% 10-year Fixed Rate Bonds due 2035	₽

Mode of Payment for the First Tranche Bonds:

[] Real Time Gross Settlement	[] Regular Bank Check		[] Direct Debit
I/We have caused the crediting of the Total Purchase Amount (as stated above) in cleared funds, covering full payment for the First Tranche Bonds covered by this Application to the Selling Agent named below, for the account of the Issuer.	stated above) in cleared for the First Tranche Bo	d funds, covering full payment nds covered by this Application	account with the Drawee Bank named below, with the corresponding account number, of Total
			Drawee Bank:
			Account Number:
Permanent Address:*		Present Mailing Address (if di	fferent from Permanent Address):*
Telephone Number/s:		Email Address**	
Fax Number/s:			
Primary Contact Person (if other than Applicant):		Relationship of Primary Conta	ct Person to Applicant:
Date of Birth / Incorporation (mm/dd/yyyy):* (If joint and birthdates of both account holders)	ccount, please indicate the	Place of Birth / Incorporation:	*
Nationality:*		Tax Identification Number:*	
Nature of Work or Business/Principal Business of the C	orporation:*	Name of Employer/ Business:	*
Sources of Income:* Salary/professional or consultation fee Company dividends Donations Revenue from sale of product/services rend Allowance Others: (Please specify)	ered	Non-resident fore Tax Exempt Individ Tax Exempt Institution	e – Taxable * - Taxable al alien orporation n not engaged in business in the Philippines ign corporation dual
Bank")*. * Cash Settlement Bank must be a PDS-registered nominated accounts should match the currency of the Fi	Paying Agent to cause Tranche Bonds net of olders via the following: account number ement Account") with (the "Cash Settlement bank. The currency of rst Tranche Bonds.	Delivery via courie mailing address indicated abov	onic mail to the email address indicated above er (Metro Manila area only) or registered mail to the re
If a Corporation, please fill out the additional required in (GIS) as filed with the SEC	nformation below (pleas	se use additional sheets if neces	ssary) and attach the latest General Information Sheet
Name of Parent Company, if any			

Under the name of the Applicant

Depository Participant Confirmation and Certification (Note: This is for Depository Participant Lodging Securities under the PDTC NoCD . Facility)

	Under the nar	ne of PDTC No	ominee Corp.			We confirm that we are a PDTC Depository Participant and certify that:
Depository Account below.					es in its	1. The securities being lodged in our Depository Account under the PDTC NoCD Facility are securities being purchased by our bona fide clients and shall make available the documents evidencing the clients' instructions to purchase the Security upon the request of the Issuer, its agent/s and the regulators.
Name	of	PDTC	Depository	Pa	rticipant:	2. We have done, or as applicable relied upon (on the basis of a third-party reliance letter issued by an appropriate institution in accordance with current banking
PDTC	Deposito	ry P	Participant	BP	יחו	regulations), the necessary know-your-customer procedures to verify the identity of the client. We further confirm the correctness of the information provided by the
PDTC	Depository	Participant	Omnibus	Account	No.:	Applicant. 3. Our clients acknowledge and fully understand that by lodging the security in the Depository under the clients' NoCD accounts, the security shall be registered under the name of PDTC Nominee Corp. in the registry records of the Issuer.

I/We, the Applicant, acknowledge that by lodging the security in the Depository under my/our account, the security shall be registered under the information to the Issuer or to its authorized agent for purposes of regulatory name of PDTC Nominee Corp. in the registry records of the Issuer. Further, I/we compliance and processing of corporate actions. understand and consent to sharing of my/our personal and sensitive information provided in this Application to the Issuer or its authorized agent for purposes of regulatory compliance and processing of corporate actions.

Printed Name and Signature of Authorized Signatory of the PDTC Depository Participant

4. We have obtained the consent of the relevant clients to the sharing of the client

* Required to be filled out under Republic Act No. 9160, Republic Act No. 9194, and BSP Circular Nos. 251, 253 and 279, and all other amendatory and implementing law, regulation, jurisprudence, notice, or order of any Philippine governmental body relating thereto.

** If availing of tax exemption or reduced tax rates, subject to the Issuer's evaluation and determination of the applicability and sufficiency of submitted documents based on existing Philippine tax rules and regulations.

***In the absence of a valid e-mail address, the Applicant agrees to have its electronic Application, as issued by the Registrar and Paying Agent, delivered to the relevant Joint Lead Underwriter and Joint Bookrunner and/or Selling Agent for the First Tranche Bonds or to any official e-mail address nominated by such Joint Lead Underwriter and Joint Bookrunner and/or Selling Agent.

REPRESENTATION, WARRANTY, AND AUTHORIZATION

In executing this Application, the Applicant represents and warrants, under penalty of law, that all information contained herein (including its tax status) and the required attachments are true and correct and that the signatures thereon, whether wet or in electronic form, are genuine, properly authorized, and obtained without use of fraud, coercion, or any other vice of consent. The Applicant agrees to immediately notify the Issuer and the Registrar and Paying Agent, either directly or through any of the Joint Lead Underwriters and Joint Bookrunners and/or Selling Agents, if anything occurs which renders or may render untrue or incorrect, in any respect, any of the information given herein (including information given with respect to the Applicant's tax status) or any of its representations or warranties. The Applicant understands that any of the Joint Lead Underwriters and Joint Bookrunners, the Selling Agents, the Registrar and Paying Agent, the trustee of the First Tranche Bonds (the "Trustee"), and the Issuer will rely solely on its representations and warranties set forth herein including, without limitation, its declaration of its tax status, including, if applicable, its tax-exempt status in processing payments due to it under the First Tranche Bonds. The Applicant agrees to indemnify and hold any of the Joint Lead Underwriters and Joint Bookrunners, the Selling Agents, the Registrar and Paying Agent, the Trustee, and the Issuer free and harmless against any and all claims, actions, suits, damages, and liabilities resulting from the non-withholding of the required tax due to the representations as indicated in this Application, any misrepresentation contained herein or any reliance on the confirmations contained herein. The Applicant likewise authorizes the Registrar and Paying Agent to verify the information stated in this Application from any and all sources and in any and all manner, including, but not limited to, requesting information contained herein from the Joint Lead Underwriters and Joint Bookrunners and/or Selling Agents regarding the Applicant's account/s with the said Joint Lead Underwriters and Joint Bookrunners and/or Selling Agents (as applicable). By giving authority to the Registrar and Paying Agent and by signing this Application, the Applicant hereby consents to the disclosure of or inquiry into its private and confidential information as provided by law or by contract including Republic Act No. 1405 (The Bank Secrecy Act of 1955), as amended, and allows the Joint Lead Underwriters and Joint Bookrunners and Selling Agents to disclose all information as may be required by the Issuer and the Registrar and Paying Agent, solely and exclusively for the limited purpose of enabling the Registrar and Paying Agent to perform its functions as registrar and paying agent of the Issuer in the manner contemplated under the Registry and Paying Agency Agreement (the "RPAA"), including, but not limited to, creating a registry account for the Applicant and updating the Applicant's information in the Registry Book with respect to the information contained herein. The Applicant further authorizes the Registrar and Paying Agent, the Joint Lead Underwriters and Joint Bookrunners, the Selling Agents, the Trustee, and the Issuer to collect, process, retain, share, dispose and destroy such information that are required to enable the Registrar and Paying Agent to carry out its duties under the RPAA, including personal, sensitive or privileged information of such Applicant. In addition, by signing this application, the Applicant hereby (i) consents to the collection, processing, retention, sharing, disposal and destruction by the Registrar and Paying Agent, on behalf of the Issuer, Joint Lead Underwriters and Joint Bookrunners, the Selling Agents, and the Trustee, of the information contained herein (the "Information"); and, (ii) acknowledges receipt of notice of and consents to the following:

- The Registrar and Paving Agent, in its capacity as registrar and paving agent of the First Tranche Bonds, the Joint Lead Underwriters and Joint Bookrunners, (a) the Selling Agents, the Trustee, and the Issuer (individually or collectively, the "Recipient") shall collect, process, retain, share, dispose, and destroy the
- Information in accordance with the Data Privacy Act of 2012 and its Implementing Rules and Regulations ("IRR"), as may be amended from time to time. (b) Any of the Recipients shall not sell, trade, or otherwise share the Information for marketing purposes to third parties without the consent of the Applicant.
 - Any of the Recipients may disclose the Information to:
 - (1)government or regulatory agencies if required by applicable law or by an order of government or regulatory agency or if reasonably determined by the Recipient to be necessary in relation to the use of the Information in connection with the provision of any service related to the Applicant's registry account and for data processing, storage, retention, collection, sharing, disposal, and destruction as may be necessary for the provision of such service, anti-money laundering monitoring, review, and reporting and for purposes of complying with any law or regulation (the "Purpose"), for law enforcement purposes, national security, or public interest;
 - (2) The Recipient's auditors, employees, directors, officers, representatives, agents, and service providers, if the Recipient deems necessary in relation to the Purpose; and
 - (3) The Recipient's subsidiaries and affiliates, as well as employees, directors, officers, representatives, agents and service providers of such subsidiaries and affiliates if the Registrar and Paying Agent, the Joint Lead Underwriters and Joint Bookrunners, the Selling Agents, the Trustee, or the Issuer deem it reasonably necessary in relation to the Purpose.
- (c) The Applicant has rights and remedies relating to the processing of the Information under the Data Privacy Act of 2012, its IRR and under applicable laws, such as, but not limited to, the right to access the Information in accordance with the procedures of the Recipient, to have it corrected in accordance

with the procedures of the Recipient, and to file a complaint with the appropriate government agency. Please refer to the National Privacy Commission for details of such rights and remedies.

(d) The Applicant may address any concerns or questions regarding the processing of the Information to the Data Privacy Officer of the Recipient. In the case of the Issuer, the Applicant may contact its Data Protection Officer at the following: appd@aboitiz.com

The Applicant further accepts the following terms:

Email Indemnity

By indicating my/our email address above, I/we consent to receive all notice and communications via email, and such consent shall operate as the written consent to disclose or inquire into my/our bank deposits in respect of such statements or notices. I/We acknowledge that security of any statement, notice, or communication sent through electronic means is not guaranteed and I/we assume all risks in relation to its transmission. I/We are responsible for keeping such email access active and existing during the term of the First Tranche Bonds; otherwise, I/we shall be liable for any fees or charges that maybe imposed or incurred in transmitting or retransmitting such communication via electronic means.

Authorization Granted to the Registrar and Paying Agent

All payments under the First Tranche Bonds shall be credited to the Cash Settlement Account. I/We shall be responsible for ensuring that this account is open, active, and existing; otherwise, I/we shall be liable for any fees or charges that may be imposed by the Cash Settlement Bank or that may otherwise be incurred by the Registrar and Paying Agent in crediting payments of interest or principal to my/our account. This shall remain valid and effective unless expressly revoked in writing by me/us in the manner prescribed under relevant rules and/or agreements.

In the event that the details of the Cash Settlement Account are incomplete or erroneous, or the Cash Settlement Account of the Bondholder has been closed, dormant, or inexistent, due to which payments to the Bondholder cannot be effected in a timely manner, and the Paying Agent does not receive any notice from the Bondholder as described herein, the Cash Settlement Bank shall handle such funds in accordance with its own internal procedures until the correction in the Cash Settlement Bank is effected and until credit of the relevant cash entitlement is completed. In these cases, the Issuer, the Registrar and Paying Agent, the Joint Lead Underwriters and Joint Bookrunners and the Selling Agents shall not be liable to the relevant Bondholder for any failure or delay in the Bondholder's receipt of such payments.

The Applicant warrants that the Applicant (or, in the case of juridical entities, its authorized signatory) has read and understood the PDTC Rules, the terms and conditions of the First Tranche Bonds (the "Terms and Conditions"), and the Prospectus distributed or made available by the Issuer and the Joint Lead Underwriters and Joint Bookrunners and Selling Agents in relation to the offer and sale of the First Tranche Bonds, and unconditionally accepts the same. The Applicant agrees to indemnify and hold the Registrar and Paying Agent, the Issuer, the Trustee, the Joint Lead Underwriters and Joint Bookrunners and the Selling Agents, free and harmless from and against any and all liabilities, damages, penalties, judgments, suits, expenses, and other costs of any kind or nature arising from any act or omission pertinent to their respective obligations under the First Tranche Bonds, unless such act or omission was committed with gross negligence or willful misconduct as determined by final judgment of a court of competent jurisdiction. The Applicant further agrees that completion of this Application to Purchase constitutes an instruction and authority from the Applicant to the Issuer, the Registrar and Paying Agent, and/or Joint Lead Underwriters and Joint Bookrunners and Selling Agents to execute any application form or other documents and generally to do all such other things and acts as the Issuer, the Registrar and Paying Agent, and/or Joint Lead Underwriters and Joint Bookrunners and Selling Agents may consider necessary or desirable to register the First Tranche Bonds in the name of the Applicant.

The Applicant represents and warrants to the Issuer, the Joint Lead Underwriters and Joint Bookrunners, the Selling Agents and the Trustee that it has independently and, without reliance on the Issuer, the Joint Lead Underwriters and Joint Bookrunners, the Selling Agents or the Trustee, made its own credit investigation and appraisal of the financial position and affairs of the Issuer on the basis of such documents and information it has deemed appropriate and that it has subscribed to the First Tranche Bonds on the basis of such independent appraisal, and that it shall continue to make its own credit appraisal without reliance whatsoever on the Issuer, the Joint Lead Underwriters and Joint Bookrunners, the Selling Agents or the Trustee.

Authority Granted to the Selling Agents

The Applicant hereby authorizes the Selling Agent to receive the Registry Confirmation on my/our behalf, such that any release to the Selling Agent shall be considered as compliance by the Registrar of its obligations to release the Registry Confirmation to the Applicant.

Applicant's Full Name (in print):		Applicant's Authorized Signature/s:		
	ACKNOWLEDGM	ENT AND ACCEPTANCE		
Joint Lead Underwriter and Joint Bookrun	ner's or Selling Agent's Acceptance:			
Acceptance	Rejection due to			
Final Allocation Amount:				
Series A Bonds: 2-year bonds due 2027:	PHP	AMOUNT OF REFUND (if any): PHP		
Series B Bonds: 5-year bonds due 2030:	PHP	AMOUNT OF REFUND (if any): PHP		
Series C Bonds: 10-year bonds due 2035:	PHP	AMOUNT OF REFUND (if any): PHP		
Joint Lead Underwriter and Joint Bookrun	ner's / Selling Agent's Certification/	Endorsement:		
The second se				

We received this Application, with all the required attachments below, at ______ a.m. / p.m. on ____

As applicable, we hereby declare that:

(a) The necessary know-your-client ("KYC") process was conducted on the Applicant pursuant to the Anti-Money Laundering Act and the amendments thereto ("AMLA") as well as its implementing rules and regulations ("IRR") and our own internal policies, including, but not limited to, doing the KYC on the basis of a third-party reliance letter issued by the appropriate institution as allowed by AMLA and its IRR;

- (b) The identity of the Applicant was duly established pursuant to the AMLA and its IRR;
- (c) To the best of the undersigned's knowledge, all information provided to the Issuer and the Registrar and Paying Agent regarding the Applicant are true, complete, current, and correct;

(d) Any and all authorizations and waivers from the Applicant necessary for the undersigned Joint Lead Underwriter and Joint Bookrunner or Selling Agent to disclose all information required by the Issuer and the Registrar and Paying Agent to determine the eligibility of the Applicant have been duly obtained; The Applicant's signature appearing herein is genuine and authentic and was herein affixed freely and voluntarily; and (e)

For the Applicant who indicated to have its securities and/or its clients' securities registered under PDTC Nominee and lodged under its Depository Account (f) and/or its clients' NoCD Accounts under the PDTC Depository Participant, the documents or any other record evidencing the instructions on the purchase of the Security shall be made available upon request of the Issuer, its agent/s, and the regulators.

Joint Lead Underwriter and Joint Bookrunner /	Joint Lead Underwriter and Joint Bookrunner /	Joint Lead Underwriter and Joint Bookrunner's /
Selling Agent's Authorized Signatory	Selling Agent's Authorized Signatory	Selling Agent's Authorized Signatory

Signature over printed name

Signature over printed name

Signature over printed name

REQUIRED ATTACHMENTS TO THIS APPLICATION

The Applicant shall submit properly completed Applications to Purchase, whether originally signed or electronically submitted (through the e-SIP upon and subject to the e-SIP's approval by the SEC), together with all applicable supporting documentation in the prescribed form and submitted in the prescribed manner, with full payment of the purchase price of the First Tranche Bonds in the manner provided in the said Application to Purchase ("ATP"). For the avoidance of doubt, for ATPs that are originally signed and uploaded in bulk, the final ATP shall be that generated by the Joint Lead Underwriter and Joint Bookrunner/Selling Agent through the e-SIP upon submission of the sales report. In case of conflict between the originally signed ATP and the electronically-generated ATP from e-SIP, the latter shall prevail.

IF THE APPLICANT IS A CORPORATION OR AN INSTITUTION:

Corporate and institutional applicants (including Trust Accounts) must also submit, in addition to the foregoing:

- an original notarized certificate of the corporate secretary or an equivalent officer of the Applicant setting forth resolutions of the board of directors, (a) partners, or equivalent body (i) authorizing the purchase of the First Tranche Bonds indicated in the ATP; and (ii) designating the signatories, with their specimen signatures, for the said purpose;
- copies of its Articles of Incorporation and By-Laws (or Articles of Partnership, in case of a partnership) and latest amendments thereof, together with the (b) Certificate of Incorporation issued by the SEC or other 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, or by an equivalent officer(s) of the Applicant who is/are authorized signatory(ies);
- two (2) duly accomplished signature cards containing the specimen signatures of the authorized signatories of the Applicant, validated by its corporate (c) secretary or by an equivalent officer(s) who is/are authorized signatory(ies), whose authority(ies) and specimen signatures have been submitted to the Registrar;
- (d) validly issued tax identification number issued by the BIR;
- valid and unexpired identification document(s) of the authorized signatories of the Applicant, as specified in item (a) of the immediately succeeding (e) paragraph below; and
- (f) such other documents as may be reasonably required by any of the Joint Lead Underwriters and Joint Bookrunners, the Selling Agents, or the Registrar in the implementation of its internal policies regarding "know your customer" and anti-money laundering and requirements related to the Foreign Account Tax Compliance Act ("FATCA").

IF THE APPLICANT IS AN INDIVIDUAL:

Individual applicants must also submit, in addition to accomplished ATPs and its required attachments:

- (a) identification document ("ID") of the Applicant which shall consist of any one of the following valid identification documents bearing a recent photo, and which is not expired: Philippine Identification Card (PhilID), TIN ID issued by the BIR, Passport, Driver's License, Professional Regulation Commission ID, National Bureau of Investigation Clearance, Police Clearance, Postal ID, Voter's ID, Barangay Certification, Government Service Insurance System e-Card, Social Security System Card, Senior Citizen Card, Overseas Workers Welfare Administration ID, Overseas Workers Welfare Administration Overseas Filipino Worker e-Card, OFW ID, Seaman's Book, Alien Certification of Registration/Immigrant Certificate of Registration, Government Office and governmentowned and controlled corporation ID, e.g., Armed Forces of the Philippines, Home Development Mutual Fund, Certification from the National Council for the Welfare of Disabled Persons, Department of Social Welfare and Development Certification, Integrated Bar of the Philippines ID, Maritime Industry Authority, Philippine Health Insurance Corporation, company IDs issued by private entities or institutions registered with or supervised or regulated either by the BSP, SEC or the Insurance Commission, or school ID duly signed by the principal or head of the school (for students who are beneficiaries of remittances/fund transfers who are not yet of voting age);
- (b) two (2) duly accomplished signature cards containing the specimen signature of the Applicant;
- validly issued tax identification number issued by the BIR; and, (c)
- (d)such other documents as may be reasonably required by any of the Joint Lead Underwriters and Joint Bookrunners, the Selling Agents, or the Registrar in implementation of its internal policies regarding "know your customer" and anti-money laundering and requirements related to the FATCA.

The Applicant understands that the Registrar will not issue a Registry Confirmation nor will any Bondholder be allowed to sell or transfer the First Tranche Bonds until such Bondholder shall have submitted to the Registrar all the documents required for the issuance of such First Tranche Bonds.

An Applicant claiming exemption from any applicable tax, or is subject to a preferential withholding tax rate shall, in addition to the requirements set forth above, be required to submit the following requirements to the relevant Joint Lead Underwriter and Joint Bookrunner or Selling Agent (together with their applications) who shall then forward the same to the Registrar, subject to acceptance by the Issuer, as being sufficient in form and substance:

- A current and valid BIR-certified true copy of the tax exemption certificate, ruling or opinion addressed to the relevant Applicant or Bondholder, confirming (a) its exemption or preferential rate, as required under BIR Revenue Memorandum Circular No. 8-2014 including any clarification, supplement, or amendment thereto:
- (b) For (a) tax-exempt corporations and associations under Section 30 of the Tax Code (except non-stock, non-profit educational institutions under Section 30(H) of the Tax Code), including non-stock savings and loans associations; (b) cooperatives duly registered with the Cooperative Development Authority; and (c) BIR-approved pension fund and retirement plan - certified true copy of a valid, current, and subsisting tax exemption certificate, ruling or opinion

issued by the BIR. For this purpose, a tax exemption certificate or ruling shall be deemed "valid, current and subsisting" if it has not been more than three (3) years since the date of issuance thereof, and has not been revoked, amended, or modified;

- (c) For Tax-Exempt Personal Equity Retirement Account established pursuant to PERA ACT of 2008 certified true copy of the relevant Applicant or Bondholder's current, valid, and subsisting Certificate of Accreditation as PERA Administrator (BIR Form No. 2336);
- (d) For all other tax-exempt entities (including, but not limited to: (a) non-stock, non-profit educational institutions; (b) government-owned or -controlled corporations; and (c) foreign governments, financing institutions owned, controlled or enjoying refinancing from foreign governments, and international or regional financial institutions established by foreign governments) certified true copy of a tax exemption certificate, ruling, or opinion issued by the BIR expressly stating that their income is exempt from income tax and, consequently, withholding tax;
- (e) For entities claiming tax treaty relief original or certified true copies of the following documents:

(1) General requirements: (i) original Tax Residency Certificate ("TRC") duly issued by the tax authority of the foreign country in which the relevant Applicant or Bondholder is a resident; (ii) original and duly notarized Special Power of Attorney ("SPA") issued by such Applicant or Bondholder to the Issuer, expressly stating the Issuer's authority to sign the Application Form for Treaty Purposes (BIR Form No. 0901-I) and to file a request for confirmation with the BIR on behalf of said Applicant or Bondholder;

(2) Additional requirements for legal persons and arrangements, and individuals: (iii) authenticated copy of the Applicant or Bondholder's Articles/Memorandum of Incorporation/Association, Trust Agreement, or equivalent document confirming its establishment or incorporation, with an English translation thereof if in foreign language; (iv) for legal persons and arrangements – original Certificate of Non-Registration or certified true copy of License to Do Business in the Philippines duly issued by the SEC to such Applicant or Bondholder; (v) for individuals – original Certificate of Business Registration/Presence duly issued by the Department of Trade and Industry ("DTI") to such Applicant or Bondholder; and (3) Additional requirements for entities: (vi) certified true copy of the law of the foreign country showing that tax is imposed on the owners or beneficiaries of the Applicant or Bondholder; (vii) list of owners/beneficiaries of such Applicant or Bondholder; (viii) proof of ownership of such Applicant or Bondholder; and (ix) TRC duly issued by the concerned foreign tax authority to the owners or beneficiaries of such Applicant or Bondholder.

All documents executed in a foreign country must either be authenticated by the Philippine Embassy stationed therein or apostilled if the said foreign country is a signatory to the Convention Abolishing the Requirement of Legalisation for Foreign Public Documents (HCCH 1961 Apostille Convention) in order to be acceptable to the Issuer.

In addition, for interest payments due in each subsequent calendar year and subject to the requirements of new or amendatory regulations, the Applicant or Bondholder shall submit to the Issuer an updated Application Form, a new TRC (if the validity period of the previously submitted TRC has already lapsed), and other relevant documents no later than the last day of the first month of the year when such subsequent interest payment/s shall fall due.

- (f) A duly notarized declaration (in the prescribed form) warranting that the Bondholder's tax-exemption certificate or ruling has not been revoked or cancelled and that there are no material changes in character, purpose, or method of operation of the Bondholder which are inconsistent with the basis of its income tax exemption, or warranting the Bondholder's entitlement to preferential treaty rates, and undertaking to immediately notify the Issuer and the Registrar and Paying Agent of any suspension or revocation of its tax exemption or treaty privileges and agreeing to indemnify and hold the Issuer, Registrar and Paying Agent, Joint Lead Underwriters and Joint Bookrunners, and the Selling Agents free and harmless against any claims, actions, suits, and liabilities arising from the non-withholding or reduced withholding of the required tax; and
- (g) Such other documentary requirements as may be required by the Issuer and the Registrar and Paying Agent, or as required under the applicable regulations of the relevant taxing or other authorities, which for purposes of claiming tax treaty withholding rate benefits, shall include evidence of the applicability of a tax treaty; provided that the Issuer shall have the exclusive discretion to decide whether the documents submitted are sufficient for purposes of applying the exemption or the reduced rate being claimed by such Applicant on the interest payments to said Applicant or Bondholder; provided further that, all sums payable by the Issuer to tax exempt entities shall be paid in full without deductions for taxes, duties, assessments, or government charges, subject to the submission by the Applicant claiming the benefit of any exemption of the required documents and of additional reasonable evidence of such tax-exempt status to the Registrar.

Unless properly provided with satisfactory proof of the tax-exempt status of an Applicant or Bondholder, the Registrar and Paying Agent may assume that said Applicant or Bondholder is taxable and proceed to apply the tax due on the First Tranche Bonds. Notwithstanding the submission by the Applicant or Bondholder, or the receipt by the Issuer or any of its agents, of documentary proof of the tax-exempt status of an Applicant or Bondholder, the Issuer may, in its sole and reasonable discretion, determine that such Applicant or Bondholder is taxable and require the Registrar and Paying Agent to proceed to apply the tax due on the First Tranche Bonds. Any question on such determination shall be referred to the Issuer.

IMPORTANT NOTE

THE FIRST TRANCHE BONDS AND THIS APPLICATION TO PURCHASE ARE GOVERNED BY AND ARE SUBJECT TO THE PROSPECTUS AND THE TRUST AGREEMENT (ALL OF WHICH ARE MADE AN INTEGRAL PART OF THIS DOCUMENT). THE APPLICANT MAY OBTAIN COPIES OF THE PROSPECTUS AND THE TRUST AGREEMENT, WHICH SHALL BE MADE AVAILABLE AT THE OFFICES OF THE JOINT LEAD UNDERWRITERS AND JOINT BOOKRUNNERS, THE TRUSTEE, AND THE ISSUER INDICATED IN THE PROSPECTUS THROUGHOUT THE OFFER PERIOD DURING REGULAR BUSINESS HOURS.