

**ANNEX A**  
Consent Form

Received and Checked MBTC – Trust
PDTC Validation

To: **Metropolitan Bank & Trust Company – Trust Banking Group**  
16/F Metrobank Center, 7th Avenue corner 35th Street  
Bonifacio Global City, 1634 Taguig City

Attention: Atty. Jasmin S. Bilasano / Ms. Mary Grace P. Gatchallan

<b>Record Bondholder Name</b>	<b>Registry Account Number</b>
<b>Address</b>	<b>Principal Amount of Bonds Held</b>
<b>Principal Amount of Bonds Covered by this Consent Form (in Words)</b> <i>(to be filled up ONLY if Bonds are held by Nominees (Bank trusts, Brokers / Dealers, Other Nominee Institutions))</i>	<b>Principal Amount of Bonds Covered by this Consent Form (in Figures)</b> <i>(to be filled up ONLY if Bonds are held by Nominees (Bank trusts, Brokers / Dealers, Other Nominee Institutions))</i>

Dear Sirs:

**PLDT INC.**

Consent to the Proposed Amendment  
to the Trust Indenture (the "Trust Indenture") dated January 22, 2014  
governing the 5.2250% 7-Year Bonds due February 6, 2021 and the 5.2813% 10-Year Bonds due February 6, 2024

This is a Consent Form as contemplated by the Consent Solicitation Statement issued by PLDT Inc. in connection with a proposed amendment to the Trust Indenture. Unless otherwise specifically defined in this Consent Form, capitalized terms used herein have the same meanings given to them in the Consent Solicitation Statement.

The undersigned Record Bondholder hereby gives his, her or its irrevocable consent to the Proposed Amendment, and agrees to the amendment of the relevant sections of the Trust Indenture as set forth below, as well as the corresponding provisions in the Terms and Conditions of the Bonds. Accordingly, the undersigned Record Bondholder irrevocably authorizes the Issuer and the Trustee to implement the Proposed Amendment in its entirety and to enter into a supplemental agreement that embodies the parties' agreement to the Proposed Amendment (the "Supplemental Indenture").

In consideration of the undersigned Record Bondholder irrevocably giving the foregoing Consent to the Proposed Amendment, the undersigned Record Bondholder hereby accepts the offer of the Issuer of a Consent Fee of PHP1.00 per PHP1,000 of the principal amount of the Bonds covered by this Consent Form (subject to valid delivery to the Trustee of this Consent Form on or before the Expiration Date).

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, through the Advisors, 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 receipt by Trustee, through the Advisors, of properly completed and validly executed and delivered Consent Forms from the Record Bondholders on or before the Expiration Date, which Consent Forms are duly checked by the Trustee and verified by the Registrar, and (2) the Trustee's receipt of properly completed and validly executed and delivered Consent Forms from Record Bondholders representing more than 50% of the aggregate principal amount of the Bonds (the "Required Consents") on or before the Expiration Date.

**The undersigned Record Bondholder hereby confirms his/her/its understanding that he/she/it shall not be entitled to receive any Consent Fee if the Consent Form of Bondholder is received by the Trustee, through the Advisors, after the Expiration Date or if any of the other conditions set forth in the Consent Solicitation Statement - *Conditions to the Issuer's Payment Obligations* have not been satisfied, even if such Consent Form has been properly completed and validly executed by the undersigned Record Bondholder. The undersigned Record Bondholder further understands that delivery of this Consent Form to the Advisors shall not constitute a valid submission of his/her/its Consents unless and until such Consents are received and checked by the Trustee. Only those Consent Forms actually received by the Advisors on or before the Expiration Date, and duly checked by the Trustee and verified by the Registrar, will constitute a valid submission of such Consents, eligible for Consent Fee payments.**

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

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

Sincerely,

<i>Signature Block for Record Bondholders who are natural persons:</i>	<i>Signature Block for Record Bondholders which are juridical entities (e.g., corporations or partnerships) or other entities</i>
<b>Name of Record Bondholder:</b> _____	<b>Name of Record Bondholder:</b> _____
Date: _____	By: _____ By: _____
Contact Nos: _____	Position: _____ Position: _____
_____	Date: _____
	Contact Nos: _____

**IMPORTANT NOTE TO RECORD BONDHOLDER:** In the event of a change in the authorized signatories of any corporate Record Bondholder, such Record Bondholder must ensure that copies, certified by such Record Bondholder's corporate secretary of the resolutions adopted by such Record Bondholder's board of directors or other appropriate body (or such other documents as the Registrar may reasonably require), together with the relevant specimen signatories of such signatories, are sent to the Trustee's address together with this Consent Form. In the event of a change in the status, personal circumstance or signature of any individual Record Bondholder, such Record Bondholder must ensure that copies of pertinent supporting documents are attached together with the executed Consent Form and submitted to the Advisors.

**The Record Bondholder is solely responsible for the completeness and accuracy of the information provided by such Record Bondholder in the Consent Form and the Advisors are not responsible for notifying the Record Bondholder of any error, defect or deficiency in the submitted Consent Form.**

**The PROPOSED AMENDMENT shall read as follows:**

"The Issuer covenants and agrees with the Trustee that, so long as any Bond is outstanding and until payment in full of all amounts payable by the Issuer thereunder is made, unless the Majority Bondholders shall otherwise consent in writing, the Issuer shall: xxx

(k) **Total Debt to EBITDA:** ensure that the ratio of Total Debt as at any Quarter Date to EBITDA in respect of any Relevant Period ending on such Quarter Date in respect of the Issuer shall not exceed ~~3.0:1~~ **4.0:1**. The Issuer shall, as soon as possible but not later than ninety (90) days after the end of each of the first three (3) quarters of the fiscal year and not later than one hundred twenty (120) days after the end of the fiscal year, submit a report certified by its principal financial officer, treasurer, assistant treasurer or any other duly authorized officers of the Issuer, setting forth in reasonable detail the calculations necessary to determine whether it is in compliance with this Section 4.1 (k) with respect to the 12-month period ending at the end of such quarter; and x x x"