



GREENKO DUTCH B.V.

and

GREENKO GROUP PLC

***Solicitation of Consents to Approve Amendments to the Indenture
Governing the US\$550,000,000 aggregate principal amount of outstanding***

8.00% Senior Notes due 2019

(CUSIP No. 39530L AA8, ISIN No. US39530LAA89, Common Code 108995211 (Rule 144A))

(CUSIP No. N3700L AA3, ISIN No. USN3700LAA37, Common Code 108995220 (Regulation S))

20 October 2015

Greenko Dutch B.V. (the “**Issuer**”) and Greenko Group plc (the “**Parent Guarantor**”), on the terms and subject to the conditions set forth in the Consent Solicitation Statement dated October 20, 2015 (the “**Consent Solicitation Statement**”), have commenced the solicitation of consents (the “**Consent Solicitation**”) from holders (the “**Holders**”) of the Issuer’s 8.00% Senior Notes due 2019 (the “**Notes**”) to the Proposed Amendments and Waivers (as defined below) to the Indenture, dated as of August 1, 2014 (the “**Indenture**”), by and among the Issuer, the Parent Guarantor and The Bank of New York Mellon, as Trustee, notes collateral agent and common collateral agent (the “**Trustee**”). The Issuer and the Parent Guarantor have appointed Deutsche Bank AG, Singapore Branch and J.P. Morgan Securities plc as the solicitation agents (the “**Solicitation Agents**”).

Capitalized terms used in this announcement and not otherwise defined have the meanings ascribed to them in the Indenture governing the Notes or in the Consent Solicitation Statement. The Consent Solicitation will be made solely by, and subject to terms and conditions set forth in, the Consent Solicitation Statement, which will be sent to the Holders of Notes and is also available to Holders upon request from D.F. King & Co., Inc. (the “**Information and Tabulation Agent**”). The Issuer notes that there are certain conditions to the completion of the Consent Solicitation which are found in the Consent Solicitation Statement.

As previously announced, Greenko Energy Holdings (“**GEH**”), a company registered in Mauritius and an affiliate of GIC Private Limited (“**GIC**”), has entered into a Share Sale and Purchase Deed relating to Greenko Mauritius (the “**Share Sale Agreement**”), dated October 19, 2015, with the Parent Guarantor, Anil Kumar Chalamalasetty and Mahesh Kolli and ACMK Enterprise Limited, a company incorporated under the laws of the Isle of Man, pursuant to which the Parent Guarantor has agreed to sell to GEH all of the ordinary shares of Greenko Mauritius (“**Greenko Mauritius**”) held by the Parent Guarantor, the share application money of GBP4.25 million paid by the Parent Guarantor to Greenko Mauritius as an advance towards a potential allotment of shares by Greenko Mauritius, and any cash balances of the Parent Guarantor immediately before the time of such sale, which at the time of such sale will be all of the assets of the Parent Guarantor, for a gross cash consideration of GBP162.8 million (the “**Disposal**”). Under the Indenture, the completion of the Disposal would constitute a Change of Control and therefore would enable each Holder to require the Issuer to make a Change of Control Offer to repurchase all or any part of that Holder’s Notes at a purchase price in cash equal to 101% of the aggregate principal amount of the Notes repurchased, plus accrued and unpaid interest to the date of purchase.

The effectiveness of the Proposed Amendments and Waivers is a condition to the completion of the Disposal. The Issuer and the Parent Guarantor are soliciting Consents to: (a) waive (i) Section 4.16 (Offer to Repurchase Upon Change of Control) of the Indenture with respect to the Disposal (the “**Change of Control Offer Waiver**”), and (ii) Section 4.03 (Reports) of the Indenture with respect to (x) the requirement to provide an Officer’s Certificate stating the Combined Leverage Ratio at the end of the year ended December 31, 2014 otherwise required under Section 4.03(c)(a) of the Indenture, including, for the avoidance of doubt, Section 4.03(c)(b) with respect to the provision of such Officer’s Certificate, and (y) certain reports of the Parent Guarantor and the Restricted Group (as defined in the Indenture) as more fully described herein (the “**Reporting Waiver**” and together with the Change of Control Offer Waiver, the “**Proposed Waivers**”) and (b) amend (i) the defined term “Change of Control” to eliminate the trigger if the Parent Guarantor’s shares cease to be

admitted to trading on AIM, a market operated by The London Stock Exchange plc, or any other stock exchange, (ii) the defined term “Permitted Holders” to include GIC Private Limited and any of its Affiliates and Affiliates of the existing Permitted Holders and (iii) the defined term “GAAP” and Section 4.03(d) of the Indenture to permit the Parent Guarantor (which term will refer to GEH following the Disposal) and the Restricted Group to prepare their financial statements in accordance with IFRS as per International Accounting Standards (collectively, the “**Proposed Amendments**” and together with the Proposed Waivers, the “**Proposed Amendments and Waivers**”).

Holders must consent to the Proposed Amendments and Waivers as an entirety.

The Consent Solicitation will expire at 5:00 p.m., New York City Time on November 2, 2015, unless extended or terminated by the Issuer (the “Expiration Date”).

The Issuer reserves the right to extend, amend or terminate this Consent Solicitation at any time before the earlier of the Effective Time (as defined below) and the Expiration Date.

Subject to the terms and conditions of the Consent Solicitation, including the receipt of the Requisite Consents (as defined below) on or prior to the Expiration Date, the Issuer will make, or procure to be made, a cash payment of US\$2.00 to each Holder for each US\$1,000 in principal amount of the Notes (the “**Consent Fee**”) in respect of which a Holder has validly delivered (and not validly revoked) a Consent to the Proposed Amendments and Waivers prior to the Expiration Date.

Our obligation to accept Consents to the Proposed Amendments and Waivers is conditioned on, among other things, there being validly delivered (and not validly revoked), Consents from the Holders of not less than a majority in aggregate principal amount of the outstanding Notes (the “**Requisite Consents**”).

It is expected that any Consent Fee due will be paid as soon as practicable after the conditions described under “The Consent Solicitation—Conditions to this Consent Solicitation” of the Consent Solicitation Statement are met and prior to or concurrently with the completion of the Disposal (the “**Payment Date**”). The Issuer will not be obligated to pay, or to procure the payment of, any Consent Fee if the conditions described under “The Consent Solicitation—Conditions to this Consent Solicitation” of the Consent Solicitation Statement (including the completion of the Disposal) are not met (unless waived by the Issuer and the Parent Guarantor).

As soon as practicable following the date of receipt of the Requisite Consents by the Information and Tabulation Agent who then certifies that the Requisite Consents have been received and not revoked as of such date and in compliance with the conditions contained in the Indenture, the Issuer and the Parent Guarantor will execute a supplemental indenture (the “**Supplemental Indenture**”) with the Trustee with respect to the Proposed Amendments and Waivers (such time, the “**Effective Time**”). The Supplemental Indenture will provide that the Proposed Amendments will not become operative until immediately prior to the completion of the Disposal and the Consent Fee is paid. The Proposed Waivers will become operative at the Effective Time. The Consent Fee will be paid prior to or concurrently with the Proposed Amendments becoming operative. **For the avoidance of doubt, the payment of the Consent Fee is not a condition to the Proposed Waivers becoming operative at the Effective Time and such Proposed Waivers will become operative when the Issuer, the Parent Guarantor and the Trustee execute the Supplemental Indenture and will remain operative from such time; provided, that, if the Issuer does not provide to the Trustee an Officer’s Certificate attaching a confirmation of payment of the Consent Fee to DTC on or prior to March 31, 2016, the Proposed Waivers will cease to be operative, the Supplemental Indenture will terminate and the Holders’ rights will be reinstated as set forth in the Indenture immediately prior to the Effective Time.**

Expected Timetable

The following summary of key dates set out below is qualified in its entirety by the more detailed information appearing in the Consent Solicitation Statement.

Holders should take note of the following dates in connection with the Consent Solicitation. The dates below are, however, subject to modification in accordance with the terms of the Consent Solicitation Statement.

Event	Time and Date
Expiration Date	5:00 p.m., New York City time, on November 2, 2015 unless extended by the Issuer and the Parent Guarantor.
Effective Time	As soon as practicable following the date of receipt of the Requisite Consents pursuant to this Consent Solicitation by the Information and Tabulation Agent (the “ Consent Date ”), which may be prior to, concurrent with or after the Expiration Date. The Issuer expressly reserves the right to execute and deliver to the Trustee the Supplemental Indenture at any time following the Consent Date.
Payment Date	As soon as practicable after the Expiration Date and the conditions described in the Consent Solicitation Statement are met, and prior to or concurrently with the Disposal Completion Time.
Disposal Completion Time	The time and date at which the Disposal is completed, which is expected to be in November 2015 (or such later time as may be agreed between the Parent Guarantor and GEH).

Any requests for assistance or additional copies of the Consent Solicitation Statement may be directed to the Information and Tabulation Agent at the telephone number and location listed below:

The Information and Tabulation Agent is:

D.F. King & Co., Inc.

In New York:

By Mail , Overnight Courier or Hand Delivery
D. F. King & Co., Inc.
48 Wall Street – 22nd floor
New York, NY 10005
E-mail: greenko@dfking.com
Facsimile Transmission
(For Eligible Institutions Only)
(212) 709-3328
Attn: Krystal Scrudato
Confirm Facsimile Transmission by Telephone:
(212) 493-6940
Banks and Brokers Call Collect: (212) 269-5550
All Others, Call Toll Free – (877) 297-1739

In London:

85 Gresham Street
London EC2V 7NQ United Kingdom
By telephone: +44 207 920 9700

Any question concerning the terms of the Consent Solicitation may be directed to the Solicitation Agents. The Solicitation Agents for this Consent Solicitation are:

Deutsche Bank AG, Singapore Branch

One Raffles Quay
#17-00 South Tower
Singapore 048583

Tel (Singapore): +65 6423 5337
Tel (London): +44 (0) 207 545 8011
Email: liability.management@db.com

and

J.P. Morgan Securities plc
25 Bank Street
Canary Wharf
London E14 5JP
United Kingdom
Facsimile: +44 20 3493 0682
Attention: Head of Debt Syndicate and Head of EMEA Debt Capital Markets Group
Email: Liability_management_asia@jpmorgan.com

This announcement is for informational purposes only and is not a solicitation of consent with respect to any Notes. The Consent Solicitation is being made solely by the Consent Solicitation Statement which sets forth a detailed statement of the terms and conditions of the Consent Solicitation. The Consent Solicitation Statement contains important information which should be read carefully before any decision is made with respect to the Proposed Amendments and Waivers. The Issuer and the Parent Guarantor are conducting the Consent Solicitation only by, and pursuant to the terms and conditions of, the Consent Solicitation Statement. The Consent Solicitation is not being made in any jurisdiction in which the making or acceptance thereof would not be in compliance with the securities, blue sky or other laws of such jurisdiction.

The distribution of this announcement in certain jurisdictions may be restricted by law. Persons into whose possession this press release comes are required to inform themselves about, and to observe, any such restrictions.

This announcement does not constitute an offer to sell or the solicitation of an offer to buy any securities in the United States or any other jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. No securities may be offered or sold in the United States absent registration or an applicable exemption from registration requirements. Any public offering of securities to be made in the United States will be made by means of a prospectus. Such prospectus will contain detailed information about the company making the offer and its management and financial statements. No public offer of securities is to be made by the Company in the United States.

Any deadlines set by any intermediary or clearing system may be earlier than the deadlines specified in the Consent Solicitation Statement.

ABOUT THE ISSUER AND THE PARENT GUARANTOR

Greenko Group plc, the Parent Guarantor, is one of the leading independent owners and operators of clean energy projects in India, and one of the largest operators of sub-100 MW hydropower projects in India in particular. The Parent Guarantor's current portfolio consists of operational hydropower projects, wind energy projects and thermal projects (which include biomass and gas). The Issuer is a wholly-owned subsidiary of Greenko Mauritius, a subsidiary of the Parent Guarantor.

SAFE HARBOR STATEMENT

This announcement contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, which are usually identified by the use of words such as "will," "anticipate," "believe," "estimate," "expect," "project," "plan," "intend," "should" or similar expressions. The Issuer intends these forward looking statements to be covered by the safe harbor provisions for forward looking statements contained in the Private Securities Litigation Reform Act of 1995 and are including this statement for purposes of complying with those safe harbor provisions. Forward-looking statements involve inherent risks and uncertainties, and a number of factors could cause actual results to differ materially from those contained in any forward-looking statement. We assume no obligation to update publicly any forward looking statements, whether as a result of new information, future events or otherwise. In evaluating forward looking statements, you should consider these risks and uncertainties.