

EXHIBIT 13

December 26, 2018

Energy Capital Investment S.à r.l.
11-13, Boulevard de la Foire, L-1528 Luxembourg
Attn: Sanjay Shrestha

Lumens Holdings 1, LLC
c/o Sky Capital America Inc
830 Morris Turnpike, Suite 204
Short Hills, NJ 07078
Attn: Sanjay Shrestha

Dear Sirs:

Re: Notice of Persistent Event of Default under the A&R NPA

We refer to the Amended and Restated Note Purchase Agreement dated as of July 15, 2016 (as amended and restated from time to time, the **A&R NPA**) between Energy Capital Investment S.à r.l., as borrower (the **Company**), Lumens Holdings 1, LLC (the **US Holdco**), Renewable Capital Investment 2, Sociedad Limitada, and Hudson Solar Cayman, LP, as administrative agent (the **Administrative Agent**) and initial note purchaser. Capitalized terms used but not defined in this letter shall have the meanings assigned to them in the A&R NPA.

Pursuant to Section 3.5(j) (*Conditions Subsequent to Fourth Note Purchase*) of the A&R NPA, all of the Share Capital in, and assets and Property of, Clear Skies I, LLC and Clear Skies IV, LLC, and their respective subsidiary Relevant Projects, shall have been pledged in favor of the Administrative Agent on or prior to the Note Purchase Date for the U.S. Note (the **U.S. Requirement**), which occurred on September 16, 2016. The U.S. Requirement was first conditionally waived by the Administrative Agent until November 15, 2016. After the occurrence of numerous Events of Default and three subsequent conditional waivers entered into on October 3, 2016, December 7, 2016, and May 15, 2017, the U.S. Requirement with respect to Clear Skies I, LLC and Clear Skies IV, LLC was conditionally waived until July 31, 2017. As of the date hereof, such U.S. Requirement remains outstanding, and at least one Event of Default (the **U.S. Requirement EoD**) has occurred and is continuing.

While the Administrative Agent has been waiting for the Company to cure the U.S. Requirement EoD, it is now aware of a recent settlement reached by a subsidiary of the Guarantors involving a debt of more than \$120,000,000 to be guaranteed by one or more Guarantors. We believe that the settlement guarantee will impair the credit quality of the Guaranty, potentially causing the Guarantors to become insolvent. Given the persistent and grave nature of the U.S. Requirement EoD, the Administrative Agent is seriously evaluating whether to exercise the remedies under Section 6.2 (*Remedies*) of the A&R NPA, including acceleration of the full amount due under Notes, which is approximately \$115,272,868 as of the date hereof, unless immediate measures are taken by the Company to the satisfaction of the Administrative Agent. Among other considerations weighing against immediate acceleration of the Notes by the Administrative Agent is the proposed acquisition of the Guarantors by Hudson Sustainable Investment Management, LLC (**HSIM**). HSIM would bring financing, operational and other critical resources and expertise needed to ensure timely execution of rollover of the Notes in a manner consistent with the objectives of the Administrative Agent under the A&R NPA.

Time is of the essence, and we require a response to this letter on or prior to December 31, 2018. The Administrative Agent may be compelled to immediately exercise its remedies at law and in equity if immediate measures are not taken by the Company to its satisfaction.

Each Finance Party reserves any other right or remedy it may have now or subsequently. This Letter does not constitute a waiver or amendment of any right or remedy. The A&R NPA and each other Note Purchase Document continues in full force and effect and no waivers of the terms of, the A&R NPA or any other Note Purchase Document shall be made or permitted hereby.

We are available at your request to discuss the contents of this letter.

Yours faithfully

Hudson Solar Cayman, LP, as Administrative Agent

By: Neil Z Averbach
Name:
Title:

Hudson Solar Cayman, LP, as Initial Note Purchaser

By: Neil Z Averbach
Name:
Title: