

# **EXHIBIT 15**

## ALLEN &amp; OVERY

Sky Solar Holdings, Ltd.  
Attention: Walter Wagnleithner, Vice President and Corporate Counsel

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Our ref 0101960-0000007 NY:33580852.2

January 14, 2019

**Re: Hudson/Sky Solar**

Dear Walter:

We received Hao Wu's January 11 letter in response to my January 8 letter to you and have discussed it with our client. Instead of addressing our client's concerns, which have been explained repeatedly in detail, Mr. Wu has once again sought to defer dealing with the company's financial circumstances and the likely near-term consequences of its decision to burden our client Hudson Solar Cayman, LP's guarantors with \$120 million in debt.

We have reminded the company of the existing default under the Note Purchase Agreement and provided you with the documents wherein your client acknowledged the default. For Mr. Wu to suggest in his January 11 letter that there has been a waiver of that default is a fabrication which is contradicted by the terms of the waiver letters and correspondence between the parties and one of several impediments to a productive dialogue.

Mr. Wu's insistence on proceeding with a piecemeal approach, a critical part of which is his proposed escrow, is not a solution. Putting aside how any such escrow would be funded, the risk of an insolvency proceeding increases daily. As we have explained, any transfers made now are at risk of being recovered and are therefore illusory.

Mr. Wu said at our meeting on January 7 that the company's board would consider the two alternative proposals made by our client and Hudson Sustainable Investment Management, LLC (**Hudson SIM**) and reiterated in the January 8th Letter: (i) Hudson SIM's and our client's combined purchase of the equity in certain Sky Solar projects at a purchase price of \$240 million, and (ii) an acquisition through merger of Sky Solar by Hudson SIM at a premium to market of 271%-288%. Similar assurances were given in connection with the December 24 letter and the telephone conference on December 26.

Our client and Hudson SIM have advised that they and their advisors are available to engage immediately with the board and the company's advisors to work on and close a transaction that would provide a comprehensive

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solution. In response to all of this, Mr. Wu's proposal to find an alternative to the "Security Provision" as he defines that in his letter would not alleviate the threat of financial collapse that is a material risk less than three months from now. The company's directors have an obligation to all of the company's stakeholders to face this reality and take steps to address it. It is not credible—and, indeed, inconsistent with the directors' duties—to say that the proposal in the December 24 letter cannot be considered because the company cannot be valued.

Mr. Wu's position on the other option proposed – the \$240 million purchase – was not addressed.

The absurdity of Mr. Wu's position given that Sky Solar is a publicly listed company (NASDAQ: SKYS) is made additionally obvious by Mr. Wu's opinion that valuation would suddenly become possible once an alternative to the "Security Provision" is agreed. The fact is that all objective measures of the company's current financial condition and valuation should lead the company to engage with us on the proposals we have conveyed, but Mr. Wu, for reasons that are not entirely clear to us, refuses to do so.

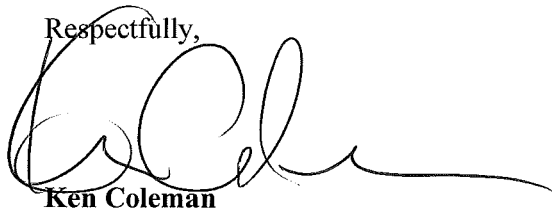
We have been instructed to advise that on or before January 21 our client expects to receive from your client a copy of a resolution of the company's board committing the company to pursue one or both of the options we have outlined -- the \$240 million purchase or the merger-- together with a written plan specifying the steps to be taken to execute a transaction before the company and its stakeholders, including our client, suffer further loss of value. If the company decides to pursue the asset transfer proposal, then the plan must also identify the projects that will be the subject of the transaction. Such a firm commitment to proceed would necessarily involve immediate meetings between senior management, and their respective financial and legal advisors. Our client and Hudson SIM are committed to proceed (as they have been all along) and are prepared to devote their resources to concluding a transaction expeditiously.

We also note your obligation under Section 5.1(e) of the Note Purchase Agreement to notify our client promptly, and in any event within five business days, after learning of any of material events as listed therein, including, among others, any default and any event that could be expected to have a material adverse effect, and to promptly take reasonable steps to address the issue. Please provide notice pursuant to this clause immediately if any such events are outstanding in addition to the event of default that is the subject of our recent correspondence, and if no such events are outstanding, please confirm the same in writing.

We must emphasize that our client views the situation with grave concern. We expect that if your client continues to defer and delay beyond January 21 our client will proceed to exercise its remedies.

We look forward to working with you and all concerned along the foregoing lines to obtain for all principals and other stakeholders a complete and final solution to this significant and worsening problem.

Respectfully,

A handwritten signature in black ink, appearing to read "Ken Coleman", with a long horizontal flourish extending to the right.

Ken Coleman

Copy

Hao Wu

Benjamin Duan