

# **EXHIBIT 34**

**STRICTLY PRIVATE AND CONFIDENTIAL**

January 29, 2019

Sky Solar Holdings, Ltd.  
Unit 402, 4th Floor, Fairmont House  
No. 8 Cotton Tree Drive, Admiralty  
Hong Kong Special Administrative Region  
People's Republic of China  
Attn: Hao Wu, Chairman  
Sanjay Shrestha, Chief Financial Officer

Gentlemen,

We write with respect to our upcoming discussions regarding a potential acquisition by Hudson Sustainable Investment Management, LLC and/or one or more of its affiliates ("Hudson") of all or substantially all of the outstanding capital stock of Sky Solar Holdings, Ltd. ("Sky Solar") or all or a material portion of the assets held directly or indirectly by Sky Solar (the "Potential Transaction"). Should Hudson and Sky Solar decide to engage further in such discussions, we would propose doing so pursuant to an exclusivity agreement (the "Definitive Exclusivity Agreement") to be negotiated between us with the advice of our respective professional advisors, providing for the following, in more comprehensive detail as the parties may agree:

1. Exclusivity: For a period of 30 days (the "Exclusivity Period"), Sky Solar will negotiate in good faith exclusively with Hudson in connection with the Potential Transaction and any proposed definitive agreements with respect thereto. During the Exclusivity Period, without Hudson's prior written consent, Sky Solar will not, and will cause its subsidiaries (together with Sky Solar, the "Sky Companies") and other affiliates and their respective directors, officers, employees, professional advisors, representatives and agents not to, directly or indirectly, solicit or encourage, furnish information with respect to Sky Solar or the Sky Companies in connection with, or otherwise have any communication with any person in connection with, any transaction similar to the Potential Transaction, or any material part thereof.
2. Ordinary Course of Business: During the Exclusivity Period, each of the Sky Companies will conduct its business and operations in the ordinary course and will use commercially reasonable efforts to maintain compliance with all applicable laws and the requirements of material contracts.
3. Due Diligence: Further to the due diligence conducted to date, in connection with the Potential Transaction Sky Solar will provide to Hudson and its advisors such documents as are customary in transactions of this nature and as are reasonably requested by Hudson, as well as meetings with personnel of the Sky Companies as Hudson reasonably deems necessary for purposes of its due diligence.
4. Reimbursement of Expenses: In consideration of the time expended and expenses incurred by Hudson in connection with the Potential Transaction, should the discussions regarding the Potential Transaction not result in definitive agreements with respect thereto, Sky Solar shall reimburse Hudson for all of the legal, accounting, financial and other professional fees reasonably incurred by Hudson in connection with the Potential Transaction.
5. Miscellaneous: Reference is made to the draft Forbearance Agreement proposed to Sky Solar on or about the date hereof (the "Forbearance Agreement"). Sections 8.2 through 8.5, inclusive, of the Forbearance Agreement are hereby incorporated by reference herein as though set forth in their entirety herein with references therein to the Forbearance Agreement deemed to be references to this

letter. Notwithstanding the provisions of paragraph 4 above, Hudson delivers this letter intending for the parties to be bound by the provisions of this paragraph 6.

This letter is non-binding and does not in any way constitute a binding and enforceable agreement between us or commitment by Hudson or Sky Solar. Should our discussions result in a decision to proceed with the process described herein, we shall do so only pursuant to the terms of a Definitive Exclusivity Agreement to be negotiated, executed and delivered in form and substance satisfactory to each of us, with the advice of our respective professional advisors, in our respective discretions.

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We look forward to discussing the Potential Transaction with you and your advisors.

Sincerely,

Hudson Sustainable Investment Management, LLC

By: 

Name: Neil Z. Auerbach

Title: CEO and Managing Partner