

# **EXHIBIT 27**

Hudson Solar Cayman, L.P.  
c/o Hudson Sustainable Investments  
850 3<sup>rd</sup> Avenue, Suite 1306  
New York, NY 1022

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

Renewable Capital Investment 2, Sociedad Limitada  
c/o Sky Solar Holdings, Ltd.  
830 Morris Turnpike, Suite 204  
Short Hills, NJ 07078  
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

January 22, 2019

**Re: Notice of acceleration**

Ladies and Gentlemen:

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. (the **Company**), Lumens Holdings 1, LLC (the **US Holdco**), Renewable Capital Investment 2, Sociedad Limitada (**RCI 2**), and Hudson Solar Cayman, LP (**Hudson**), as Administrative Agent, Initial Note Purchaser, and Note Holder. Capitalized terms used but not defined in this letter shall have the meanings assigned to them in the A&R NPA.

Hudson has previously provided notice that the following Event of Default under the A&R NPA has occurred and is continuing:

- the failure of the Company to complete the security pledge for the benefit of Hudson required under Section 3.5(j) of the A&R NPA, which constitutes an Event of Default under Section 6.1(a)(iv) of the A&R NPA and Section 4.1 of the waiver request letter dated May 15, 2017 (the **Specified Event of Default**).

Hudson's last conditional waiver of the Specified Event of Default expired by its terms on July 31, 2017. The Specified Event of Default has continued beyond the expiration of all applicable cure periods and Hudson hereby provides notice of acceleration of all amounts due under the Notes (including the Yield Maintenance Amount) pursuant to Section 6.2(b)(ii) of the A&R NPA and declares that any and all Obligations are immediately due and payable pursuant to Section 6.1(b) of the A&R NPA (the **Acceleration**). The full amount of the Obligations under the Note Purchase Documents is, as of the date hereof, not less than \$114,706,678 (the **Amount Due**). Hudson hereby demands payment in full of the Amount Due together with interest to the date of payment at 20% per

annum and reserves the right to supplement this demand to include such other amounts in excess of the Amount Due that are Obligations under the Note Purchase Documents, including, without limitation, all costs and expenses incurred by Hudson in connection with its enforcement of the Note Purchase Documents as provided under Section 5.1(l) of the A&R NPA.

For the avoidance of doubt, Hudson reserves its rights with respect any other existing or future Events of Default under the Note Purchase Documents (any such Event of Default, an **Additional Event of Default**), including any Events of Default arising from the breaches of covenants identified in correspondence from Allen & Overy LLP, counsel to Hudson, addressed to the Company, the US Holdco, RCI 2, and Sky Clean Energy Ltd., dated January 17, 2019, which provided notice pursuant to Section 6.1(a)(iv) of the A&R NPA that Hudson has not received information required by Sections 5.1(c), 5.1(d)(ii)(B), (C) or (D), or 5.1(v) of the A&R NPA.

While Hudson is hereby notifying you of the Acceleration and demanding immediate payment of the Amount Due, Hudson is in the process of reviewing what other actions and remedies to pursue in connection with the Specified Event of Default and any Additional Events of Default.

This letter, and any delay or failure by Hudson to exercise any of its rights and remedies in respect of any Event of Default shall not impair any power, right or privilege granted to Hudson in the Note Purchase Documents or any other related document or otherwise available to it by law or be construed to be a waiver of or acquiescence in the Specified Event of Default or any Additional Event of Default under the Note Purchase Documents or any other related document. This letter shall not entitle any Obligor or any other party to any other or further notice or demand. This notice is without prejudice to any of Hudson's rights, powers, privileges, remedies, and defenses, now existing or hereafter arising, under the Note Purchase Documents or any other related document, any applicable law, or otherwise, all of which are hereby expressly reserved. Such rights and remedies include, but are not limited to, enforcement on the Collateral and obtaining judgments for any deficiency against the Obligors under the Note Purchase Documents. This may also result in further charges being added to this indebtedness, including, but not limited to, attorney fees and legal expenses in connection with the enforcement of Hudson's rights and remedies. Hudson may elect to exercise any or all of its rights, at its sole option, at any time hereafter, without the necessity of any further notice, demand or other action on the part of Hudson.

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

*[Intentionally left blank]*

Yours sincerely,

**Hudson Solar Cayman, LP, as Administrative Agent, Initial Note Purchaser and Note Holder**



By: Neil Z. Auerbach

Title: Authorized Signatory

Copy

Hao Wu  
Sanjay Shrestha  
Benjamin Duan  
Sky Solar Holdings, Ltd.  
Sky Solar Power Ltd.  
Sky International Enterprises Group  
Limited

Neil Auerbach  
Joseph Slamm  
Ken Coleman  
Jillian Ashley