

EXHIBIT 33

From:

HUDSON SOLAR CAYMAN, LP (the Pledgee)

Address: c/o Hudson Sustainable Investments, LLC
850 3rd Avenue, Suite 1306
New York, New York 10022

Attention: Steve Ruggeri
E-mail: steven.ruggeri@hudsonsi.com

To:

SKY INTERNATIONAL ENTERPRISE GROUP LIMITED (the Pledgor)

Address: c/o Sky Solar Holdings, Ltd
51 JFK Parkway, 1st Floor West
Short Hills, NJ07078

830 Morris Turnpike, Suite 204
Short Hills, NJ 07078

Attention: Sanjay Shrestha
E-mail: sanjay.shrestha@skysolargroup.com

ENERGY CAPITAL INVESTMENT S.À R.L. (the Company)

Address: 11-13, Boulevard de la Foire
L-1528 Luxembourg
Grand Duchy of Luxembourg

Attention: Sanjay Shrestha
E-mail: sanjay.shrestha@skysolargroup.com

23 January 2019

Dear Madam or Sir,

We, the Pledgee, refer to the Luxembourg law governed share pledge agreement dated 29 July 2016 and entered into by and between, Sky International Enterprise Group Limited as pledgor (the **Pledgor**), Energy Capital Investment S.à r.l. as company whose shares are pledged (the **Company**) and **HUDSON SOLAR CAYMAN, LP**, as administrative agent pursuant to the Note Purchase Agreement (as defined below) and as pledgee (the **Pledgee**) (the **Share Pledge Agreement**).

Terms defined in the Share Pledge Agreement have the same meaning when used in this notice.

We, the Pledgee hereby elect, to exercise the voting rights in relation to the Shares (as defined in the Share Pledge Agreement) in accordance with the Luxembourg act of 5 August 2005 on financial collateral contracts and article 6.1(c) of the Share Pledge Agreement.

The Pledgee has previously provided notice that the following Event of Default under the Note Purchase Agreement has occurred and is continuing:

the failure of the Company to complete the security pledge for the benefit of the Pledgee required under Section 3.5(j) of the Note Purchase Agreement, which constitutes an Event of Default under Section 6.1(a)(iv) of the Note Purchase Agreement and Section 4.1 of the waiver request letter dated May 15, 2017 (the **Specified Event of Default** or an **Event of Default**).

For the avoidance of doubt, the Pledgee 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, and RCI 2, and Sky Clean Energy Ltd., dated January 17, 2019, which provided notice pursuant to Section 6.1(a)(iv) of the Note Purchase Agreement 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 Note Purchase Agreement.

This letter is governed by and shall be construed in accordance with Luxembourg law.

Any dispute arising in connection with this notice shall be submitted to the courts of the district of Luxembourg-City.

Yours faithfully,

The Pledgee

HUDSON SOLAR CAYMAN, LP

By: 

Name:

Title: