

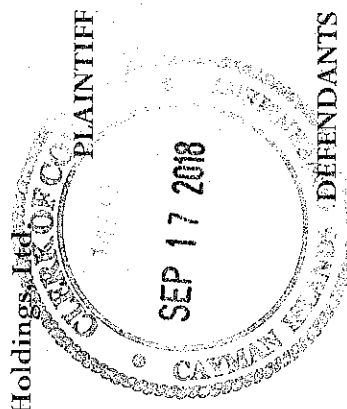
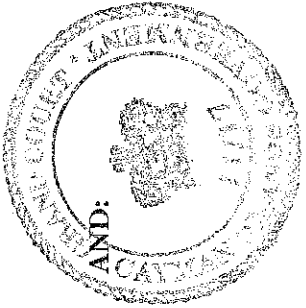
IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 177 OF 20 18

BETWEEN:

FLASH BRIGHT POWER LTD.,

as representative of and on behalf of Sky Solar Holdings, Ltd.



HAO WU

SKY SOLAR HOLDINGS, LTD.

WRIT OF SUMMONS

TO:

Mr. Hao Wu, suite T1-2503, Tianshan Soho, 1717 Tianshan Road, Changning Road, Shanghai, China
postal code: 200336

Sky Solar Holdings, Ltd., c/o Conyers Trust Company (Cayman) Limited, P.O. Box 2681, Hutchins Drive, Cricket Square, George Town, Grand Cayman, Cayman Islands

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set out on the next page.

Within 28 days after the service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495G, George Town, Grand Cayman, the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 14th day of September 2018.

NOTE - This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of issue unless renewed by order of the Court.

IMPORTANT

Directions for Acknowledgment of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiff Flash Bright Power Ltd. ("Flash Bright") is a company incorporated in the British Virgin Islands and having its registered office at Trinity Chambers, PO Box 4301, Road Town, Tortola, British Virgin Islands.
2. The Second Defendant Sky Solar Holdings, Ltd. ("the Company") is an exempt company incorporated under the *Companies Law* of the Cayman Islands and having its registered office at c/o Conyers Trust Company (Cayman) Limited, P.O. Box 2681, Hutchins Drive, Cricket Square, George Town, Grand Cayman, Cayman Islands.
3. The First Defendant Hao Wu ("Mr. Wu") is the Chairman of the Company's board of directors. Mr. Wu is part of a group of members that collectively are in control of the Company and its affairs.
4. Flash Bright is and has been at all material times a registered member of the Company and the owner of shares in the Company representing approximately 26% of the total outstanding voting rights of the Company's shares.
5. Flash Bright brings this action in a representative capacity on behalf of the Company.
6. At all material times the Company, Flash Bright and other shareholders in the Company were parties to a Deposit Agreement ("the Agreement") with Citibank, N.A. ("the Depository") as depository. Certain entities with which the Depository has a contractual relationship for the purpose acted as custodians (individually, a "Custodian"). The Company's obligations under the Agreement are governed by the law of the State of New York.
7. The material terms of the Agreement, for present purposes, are:
 - a. a shareholder who is a party to the Agreement is at liberty to deposit some or all of its shares in the Company with the Depository or with a Custodian; shares so deposited are referred to herein as "Depository Shares";

- b. at a meeting of the members of the Company, on a vote by a show of hands, all Depository Shares will be voted in accordance with the voting instructions received from a majority of the holders of Depository Shares who provided voting instructions;
- c. at a meeting of the members of the Company, on a vote by poll, the Depository will instruct the Custodian to vote the Depository Shares in accordance with the voting instructions received from the holders of them;
- d. If the Depository does not receive voting instructions from a holder of Depository Shares by the date set for such purpose, the Depository will give a discretionary proxy ("Discretionary Proxy") to a person designated by the Company to vote those Depository Shares; and
- e. provided, however, that no Discretionary Proxy will be given by the Depository with respect to any matter to be voted upon as to which the Company informs the Depository that (A) the Company does not wish such proxy to be given, (B) substantial opposition exists, or (C) the rights of holders of Depository Shares may be materially adversely affected.
8. An Extraordinary General Meeting ("the EGM") of the Company was held on July 28, 2017.
9. At the time of the EGM Flash Bright held 107,088,104 Depository Shares and 2,600,006 ordinary shares outside the depository system, constituting a total of more than approximately 26% of the total outstanding voting rights associated with Company shares.
10. Four proposed resolutions (numbers 2, 3, 6, and 7, "the EGM Resolutions") were opposed by Mr. Wu, who acted as chairman of the meeting, and approximately 10% of the Company's other shareholders. Flash Bright was in favour of the EGM Resolutions.
11. At the record date preceding the EGM there were Depository Shares representing approximately 102,117,312 votes ("the EGM Discretionary Block") for which no voting instructions had been given.

12. To Mr. Wu's knowledge, if the EGM Discretionary Block was voted against the EGM Resolutions those resolutions would fail but if the EGM Discretionary Block was not voted at all the EGM Resolutions would pass.
13. Mr. Wu instructed the Depository to deliver a Discretionary Proxy ("the EGM Discretionary Proxy") to Mr. Wu for the EGM Discretionary Block.
14. Mr. Wu used the EGM Discretionary Proxy to cast the votes of the EGM Discretionary Block against the EGM Resolutions with the result that they did not pass.
15. Substantial opposition existed on the question of the EGM Resolutions, to the knowledge of Mr. Wu, at the time Mr. Wu accepted the EGM Discretionary Proxy and at the time Mr. Wu cast the votes of the EGM Discretionary Block against the EGM Resolutions.
16. An Annual General Meeting ("the AGM") of the Company was held on December 29, 2017.
17. At the time of the AGM Flash Bright held 107,088,104 Depository Shares and 2,600,006 ordinary shares outside the depository system.
18. Seven proposed resolutions (numbers 1 to 4 and 6 to 8, "the AGM Resolutions") were supported by Mr. Wu, who acted as chairman of the meeting. Flash Bright was opposed to the AGM Resolutions.
19. At the record date preceding the AGM there were a substantial number of Depository Shares ("the AGM Discretionary Block") for which no voting instructions had been given. The exact number of Depository Shares in the AGM Discretionary Block is unknown to the Plaintiff.
20. To Mr. Wu's knowledge, if the AGM Discretionary Block was voted in favour of the AGM Resolutions those resolutions were likely to pass but if the AGM Discretionary Block was not voted at all the AGM Resolutions were likely to fail.
21. Mr. Wu or a member of management on his behalf instructed the Depository to deliver a Discretionary Proxy ("the AGM Discretionary Proxy") to Mr. Wu for the AGM Discretionary Block.

22. Mr. Wu used the AGM Discretionary Proxy to cast the votes of the AGM Discretionary Block in favour of the AGM Resolutions with the result that they passed.
23. Substantial opposition existed on the question of the AGM Resolutions, to the knowledge of Mr. Wu, at the time Mr. Wu accepted the AGM Discretionary Proxy and at the time Mr. Wu cast the votes of the AGM Discretionary Block in favour of the AGM Resolutions.
24. Mr. Wu breached his fiduciary duty to the Company by:
- a. failing to inform the Depository that, to his knowledge, substantial opposition existed on the question of the EGM Resolutions and that consequently no discretionary proxy should be delivered in respect of those resolutions;
 - b. voting the EGM Discretionary Proxy against the EGM Resolutions;
 - c. failing to inform the Depository that, to his knowledge, substantial opposition existed on the question of the AGM Resolutions and that consequently no discretionary proxy should be delivered in respect of those resolutions;
 - d. voting the AGM Discretionary Proxy in favour of the AGM Resolutions; and
 - e. causing the Company to breach its contractual obligation under the Agreement to deal, act and exercise purported rights thereunder in good faith, which obligation is governed by the law of the State of New York.
25. Flash Bright says that it is in the best interests of the Company that the breaches be rectified.
26. By letter dated March 2, 2018 Flash Bright demanded that the Company convene an extraordinary general meeting to reconsider the EGM Resolutions without the use of a discretionary proxy provided by the Depository, and to reconsider the AGM Resolutions without the use of a discretionary proxy provided by the Depository unless the Company provides proof to it that the AGM Resolutions would have passed if the AGM Discretionary Proxy had not been delivered.
27. The Company has failed to comply with Flash Bright's demand.

AND THE PLAINTIFF claims:

1. an order setting aside the EGM Resolutions and the AGM Resolutions;
2. an order requiring the Company to convene an extraordinary general meeting as soon as practicable to reconsider the EGM Resolutions and the AGM Resolutions without the use of a discretionary proxy provided by the Depository;
3. such further and other relief as may be necessary to give effect to the above relief; and
4. costs of this action on the indemnity basis, to be paid by the Company.

Dentons

Dentons t/a Dinner Martin Attorneys

THIS WRIT and Statement of Claim was issued by Dinner Martin Attorneys t/a Dentons, attorneys for the Plaintiff, whose address for service is 3rd floor, One Capital Place, Shedden Road, George Town, Grand Cayman, Cayman Islands.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: _____ OF 20__

BETWEEN:

FLASH BRIGHT POWER LTD.

as representative of and on behalf of Sky Solar Holdings, Ltd.

PLAINTIFF

AND:

HAO WU

SKY SOLAR HOLDINGS, LTD.

DEFENDANTS

**ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS**

If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY.

Important. Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged: _____

2. State whether the Defendant intends to contest the proceedings (tick appropriate box)

yes no

3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (tick box)

yes no

Service of the Writ is acknowledged accordingly.

(Signed).....

Attorney for

Notes on address for service

Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: where the Defendant is acting in person, he must give his post office box number and the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communications for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

Indorsement by plaintiff's Attorney (or by plaintiff if suing in person) of his name, address and reference, if any, in the box below.

Dinner Martin Attorneys t/a Dentons
3rd floor, One Capital Place
Shedden Road, George Town
Grand Cayman, Cayman Islands

Ref.: Michael Wingrave

Indorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.