

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 20-F/A
AMENDMENT NO. 1

(Mark One)

REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR 12(g) OF THE SECURITIES EXCHANGE ACT OF 1934

OR

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended December 31, 2008

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

OR

SHELL COMPANY REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934
Date of event requiring this shell company report _____

For the transition period from _____ to _____

Commission file number: 001-33911

RENESOLA LTD

(Exact name of Registrant as specified in its charter)

N/A

(Translation of Registrant's name into English)

British Virgin Islands

(Jurisdiction of incorporation or organization)

No. 8 Baoqun Road
Yaozhuang Town
Jiashan County
Zhejiang Province 314117
People's Republic of China

(Address of principal executive offices)

Charles Xiaoshu Bai, Chief Financial Officer
No. 8 Baoqun Road
Yaozhuang County
Jiashan Town
Zhejiang Province 314117
People's Republic of China
Tel: +86-573-8477-3061
Fax: +86-573-8477-3383
E-mail: charles.bai@renesola.com

(Name, Telephone, E-mail and/or Facsimile number and Address of Company Contact Person)

Securities registered or to be registered pursuant to Section 12(b) of the Act:

Title of each class

American Depositary Shares, each representing
two shares, no par value per share

Name of each exchange on which registered

New York Stock Exchange



Securities registered or to be registered pursuant to Section 12(g) of the Act:

None

(Title of Class)

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act:

None

(Title of Class)

Indicate the number of outstanding shares of each of the issuer's classes of capital or common stock as of the close of the period covered by the annual report.

137,624,912 shares, no par value per share, as of December 31, 2008.

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934. Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer Accelerated filer Non-accelerated filer

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:

U.S. GAAP

International Financial Reporting Standards as issued by the International Accounting Standards Board

Other

If "Other" has been checked in response to the previous question, indicate by check mark which financial statement item the registrant has elected to follow.

Item 17

Item 18

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

(APPLICABLE ONLY TO ISSUERS INVOLVED IN BANKRUPTCY PROCEEDINGS DURING THE PAST FIVE YEARS)

Indicate by check mark whether the registrant has filed all documents and reports required to be filed by Sections 12, 13 or 15(d) of the Securities Exchange Act of 1934 subsequent to the distribution of securities under a plan confirmed by a court. Yes No

EXPLANATORY NOTE

This Amendment No. 1 to Form 20-F is being filed solely to: (1) amend in the annual report on Form 20-F for the fiscal year ended December 31, 2008 filed by ReneSola Ltd (the "Company") on June 10, 2009 (the "Form 20-F") a footnote to Exhibits 4.26, 4.28 and 4.29 in the exhibit index in Item 19, and (2) re-file Exhibits 4.26, 4.28 and 4.29 for which the Company has submitted a confidential treatment request to the Securities and Exchange Commission (the "SEC"). In response to a comment received from the Staff of the SEC following a review of the Company's confidential treatment request, the footnote to Exhibits 4.26, 4.28 and 4.29 in the exhibit index in Item 19 and Exhibits 4.26, 4.28 and 4.29 are being amended to reflect the change of reference from Rule 406 under the Securities Act of 1933 to Rule 24b-2 under the Securities Exchange Act of 1934. In addition, in response to the comments from the Staff of the SEC, the portions of Exhibit 4.28 for which the Company seeks confidential treatment are revised. Exhibits 4.26, 4.28 and 4.29 to this Amendment No. 1 to Form 20-F supersede and replace the corresponding exhibits originally filed with the Form 20-F.

We are including in this Amendment No. 1 currently-dated certifications by our principal executive officer and our principal financial officer. This Amendment No. 1 to Form 20-F speaks as of the date of the initial filing of the Form 20-F, except for the certifications referenced above. Other than as described above, this Amendment No. 1 to Form 20-F does not, and does not purport to, amend, update or restate the information in the Form 20-F or reflect any events that have occurred after the Form 20-F was filed.

ITEM 19. EXHIBITS

Exhibit Number	Description of Document
1.1	Memorandum and Articles of Association (incorporated by reference to Exhibit 4.1 from our Post-Effective Amendment No. 1 to Form S-8 registration statement (File No. 333- 153647), as amended, initially filed with the Commission on March 13, 2009)
2.1	Registrant's Specimen American Depositary Receipt (incorporated by reference to Exhibit 4.1 from our F-1 registration statement (File No. 333-151315), as amended, initially filed with the Commission on May 30, 2008)
2.2	Registrant's Specimen Certificate for Shares (incorporated by reference to Exhibit 4.2 from our F-1 registration statement (File No. 333-151315), as amended, initially filed with the Commission on May 30, 2008)
2.3	Form of Deposit Agreement among the Registrant, the depository and holder of the American Depositary Receipts (incorporated by reference to Exhibit 4.3 from our F-1 registration statement (File No. 333-151315), as amended, initially filed with the Commission on May 30, 2008)
2.4	Deed of Agreement among Xianshou Li, Yuncai Wu and Diverso Management Limited dated as of May 31, 2006 (incorporated by reference to Exhibit 4.4 from our F-1 registration statement (File No. 333-151315), as amended, initially filed with the Commission on May 30, 2008)
2.5	Deed of Agreement among Xianshou Li, Yuncai Wu, Diverso Management Limited, Charles Xiaoshu Bai and other parties thereto dated as of August 3, 2006 and amended as of March 7, 2007 (incorporated by reference to Exhibit 4.5 from our F-1 registration statement (File No. 333-151315), as amended, initially filed with the Commission on May 30, 2008)
2.6	Lock-in Deed among the Registrant, Hanson Westhouse LLP, Xianshou Li and Ruixin Holdings Limited dated as of August 2, 2006 (incorporated by reference to Exhibit 4.6 from our F-1 registration statement (File No. 333-151315), as amended, initially filed with the Commission on May 30, 2008)
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2.9	Lock-in Deed among the Registrant, Hanson Westhouse LLP and Diverso Management Limited dated as of August 2, 2006 (incorporated by reference to Exhibit 4.9 from our F-1 registration statement (File No. 333-151315), as amended, initially filed with the Commission on May 30, 2008)
4.1††	2007 Share Incentive Plan, amended and restated as of January 21, 2009
4.2	Form of Indemnification Agreement with the Registrant's Directors (incorporated by reference to Exhibit 10.2 from our F-1 registration statement (File No. 333-151315), as amended, initially filed with the Commission on May 30, 2008)
4.3	Service Agreement among the Registrant, Zhejiang Yuhui Solar Energy Source Co., Ltd. and Xianshou Li (incorporated by reference to Exhibit 10.3 from our F-1 registration statement (File No. 333-151315), as amended, initially filed with the Commission on May 30, 2008)
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4.7††	Employment Contract between the Registrant and Julia Jiyan Xu dated as of March 2, 2009
4.8††	Employment Contract between the Registrant and Wang Mingde dated as of November 17, 2008
4.9	English Translation of Form of Guarantee Contract among Bank of China, Xiahe Lian and Xianshou Li (incorporated by reference to Exhibit 10.16 from our F-1 registration statement (File No. 333-151315), as amended, initially filed with the Commission on May 30, 2008)
4.10	English translation of Share Entrustment Agreement among Xianshou Li, Yuncai Wu, Xiangjun Dong and Zhengmin Lian dated as of May 2, 2006 as well as Supplemental Agreement in July 2007 (incorporated by reference to Exhibit 10.27 from our F-1 registration statement (File No. 333-151315), as amended, initially filed with the Commission on May 30, 2008)
4.11	Trust Deed between the Registrant and DB Trustees (Hong Kong) Limited dated as of March 26, 2007 (incorporated by reference to Exhibit 10.28 from our F-1 registration statement (File No. 333-151315), as amended, initially filed with the Commission on May 30, 2008)
4.12	Paying and Conversion Agency Agreement among the Registrant, Deutsche Bank AG, Hong Kong Branch, Deutsche Bank Luxembourg S. A. and DB Trustees (Hong Kong) Limited dated as of March 26, 2007 (incorporated by reference to Exhibit 10.29 from our F-1 registration statement (File No. 333-151315), as amended, initially filed with the Commission on May 30, 2008)
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4.15	English Translation of Purchase Contract between Wuxi Suntech Power Co., Ltd. And Zhejiang Yuhui Solar Energy Source Co, Ltd. dated as of September 30, 2007 (incorporated by reference to Exhibit 10.32 from our F-1 registration statement (File No. 333-151315), as amended, initially filed with the Commission on May 30, 2008)
4.16	English Translation of Lease Agreement between Zhejiang Yuhuan and Zhejiang Yuhui Solar Energy Source Co, Ltd. dated as of October 5, 2007 (incorporated by reference to Exhibit 10.33 from our F-1 registration statement (File No. 333-151315), as amended, initially filed with the Commission on May 30, 2008)
4.17	English Translation of Polysilicon Supply Contract between Sichuan Yongxiang Polysilicon Co., Ltd. and Zhejiang Yuhui Energy Source Co, Ltd. dated as of October 16, 2007 (incorporated by reference to Exhibit 10.34 from our F-1 registration statement (File No. 333-151315), as amended, initially filed with the Commission on May 30, 2008)
4.18	Equipment Supply and Purchase Contract between Sichuan Renesola Silicon Material Co., Ltd. and Chemical Equipment Engineering Limited dated as of September 27, 2007 (incorporated by reference to Exhibit 10.35 from our F-1 registration statement (File No. 333-151315), as amended, initially filed with the Commission on May 30, 2008)
4.19	English Translation of Polysilicon Purchase and Sales Contract between Daqo New Material Co., Ltd. and Zhejiang Yuhui Solar energy Source Co., Ltd. dated as of October 31, 2007 (incorporated by reference to Exhibit 10.39 from our F-1 registration statement (File No. 333-151315), as amended, initially filed with the Commission on May 30, 2008)
4.20	English Translation of Products Purchase and Sales Contract between Jingao Solar Co., Ltd. and Zhejiang Yuhui Solar Energy Source Co., Ltd. dated as of December 13, 2007 (incorporated by reference to Exhibit 10.40 from our F-1 registration statement (File No. 333-151315), as amended, initially filed with the Commission on May 30, 2008)

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4.21	English Translation of Loan Contract between Bank of China and Zhejiang Yuhui Solar Energy Source Co., Ltd. dated as of January 2, 2008 (incorporated by reference to Exhibit 10.41 from our F-1 registration statement (File No. 333-151315), as amended, initially filed with the Commission on May 30, 2008)
4.22	Contract between ALD Vacuum Technologies GmbH and Zhejiang Yuhui Solar Energy Source Co., Ltd. dated as of January 22, 2008 (incorporated by reference to Exhibit 10.42 from our F-1 registration statement (File No. 333-151315), as amended, initially filed with the Commission on May 30, 2008)
4.23	Equipment Supply and Purchase Contract between Sichuan Renesola Silicon Material Co., Ltd. and Chemical Equipment Engineering Limited dated as of February 5, 2008 (incorporated by reference to Exhibit 10.43 from our F-1 registration statement (File No. 333-151315), as amended, initially filed with the Commission on May 30, 2008)
4.24	English Translation of Supplemental Equipment Purchase and Sales Contract between Shanghai Hanhong Precision Machinery Co., Ltd. and Zhejiang Yuhui Solar Energy Co., Ltd. dated as of February 15, 2008 (incorporated by reference to Exhibit 10.44 from our F-1 registration statement (File No. 333-151315), as amended, initially filed with the Commission on May 30, 2008)
4.25	English Translation of Liability Transfer Agreement between Desheng Solar Energy Co., Ltd., Jiangxi Jingke Solar Energy Co., Ltd. and Zhejiang Yuhui Solar Energy Source Co., Ltd. dated as of May 28, 2008 (incorporated by reference to Exhibit 10.45 from our F-1 registration statement (File No. 333-151315), as amended, initially filed with the Commission on May 30, 2008)
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11.1	Code of Business Conduct and Ethics of the Registrant (incorporated by reference to Exhibit 99.1 from our F-1 registration statement (File No. 333-151315), as amended, initially filed with the Commission on May 30, 2008)
12.1*	CEO Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
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- * Filed herewith.
- † Confidential treatment is being requested with respect to portions of these exhibits and such confidential treatment portions have been deleted and replaced with “*****” and filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934.
- †† Previously filed with the Annual Report on Form 20-F.

SIGNATURES

The registrant hereby certifies that it meets all of the requirements for filing its annual report on Form 20-F/A and that it has duly caused and authorized the undersigned to sign this annual report on its behalf.

ReneSola Ltd

By: /s/ Xianshou Li

Name: Xianshou Li

Title: Director and Chief Executive Officer

Date: July 14, 2009

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- * Filed herewith.
- † Confidential treatment is being requested with respect to portions of these exhibits and such confidential treatment portions have been deleted and replaced with “*****” and filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934.
- †† Previously filed with the Annual Report on Form 20-F.

RMB Loan Contract

Contract No: Jian Mei Gu Dai 2009001

Type of Loan: Fixed Asset Loans

Borrower: Sichuan ReneSola Silicon Material Co., Ltd.

Domicile: Al-Si Industrial Park , Xiuwen Town, Dongpo District, Meishan, Sichuan Province

Zip Code: 620020

Legal representative: Li Xianshou

Fax: 0833-8566013

Tel: 0833-8568566

Lender: Construction Bank of China Co., Ltd., Meishan Branch

Domicile: No. 119 Hongxing Road, Dongpo District, Meishan, Sichuan Province

Zip Code: 620010

Responsible Person: Liang Yuping

Fax: 0833-8113979

Tel: 0833-8109135

The Borrower applies to The Lender for the loan and The Lender desires to grant the loan. Pursuant to the relevant laws and regulations, both parties here by enter into this Contract after negotiation to observe mutually.

Article 1 Loan Amount

The total amount The Borrower borrows from The Lender (in words): RMB eight hundred million yuan.

Article 2 Loan Purpose

The Borrower shall use the borrowing hereunder for **the construction of the 3000 tons per year polycrystalline silicon project located in Al-Si Industrial Park in Meishan.** Without the written consent of The Lender, Party should not change the use of the borrowing.

Article 3 Loan Term

The term of the loan is 5 years, commencing from January 24th 2009 to January 23rd 2014.

Should the loan term as specified in this Contract be found inconsistent with those as recorded in the borrowing document (hereinafter referred to "loan certificate"), the granting date as recorded in the loan certificate during first drawing should prevail. The date of maturity as specified in the first clause under this Article clause should be adjusted accordingly.

The loan certificate forms an integral part of this Contract and is of equal legal effect.

Article 4 Loan Interest Rate, Penalty Interest Rate, Interest Calculation and Settlement

1. Loan Interest Rate

The loan interest rate under this Contract is a rate of interest per annum and adopts the rate in Item (3) below:

(1) Fixed interest rate: ____%; this rate should remain unchanged during the loan term

(2) Fixed interest rate: by ____ (upward/downward: choose one) of ____% on the basis of the Basic interest rate of the value date;

(3) Floating interest rate: by upward (upward/downward: choose one) of 15% on the basis of the Basic interest rate of the value date; The rate is adjusted every twelve months according to the basic interest rate of the adjustment date and the above-named upward/downward percentage during the period from the value date though the date of settlement of loan principal and interest. The interest rate adjustment date shall be the corresponding date of the value date in the month of the adjustment. Should there be no corresponding date of the value date in that month, the last day of the month shall be the interest rate adjustment date ..

2. Penalty Interest Rate

(1) If the Borrower fails to use the loan for the purpose as specified in this Contract, the penalty interest rate shall be by 100% upward over the loan interest rate; if the loan interest rate is adjusted as per Clause one Item (3) of this Article, the penalty interest rate should be adjusted accordingly based on the adjusted loan interest rate and the above-mentioned upward percentage.

(2) Penalty interest rate for an overdue loan shall be by 50% upward over the loan interest rate; if the loan interest rate is adjusted as per Clause one Item (3) of this Article, the penalty interest rate should be adjusted accordingly based on the adjusted loan interest rate and the above-mentioned upward percentage.

(3) In case of concurrence of the overdue loan and the misappropriated loan, the penalty interest and compound interest shall be applied with the higher rate. .

3. The value date in this Article refers to the date of transferring the first installment of the loan to the account designated by Party A.

When the first installment of the loan is released under the Contract, the basic interest rate is the loan interest rate for the loan of the same level and the term promulgated by People's Bank of China on the value date. Henceforth, when the loan interest rate is adjusted according to the above stipulation, the basic interest rate is the loan interest rate for the loan of the same level and the term promulgated by People's Bank of China on the adjustment date. Should People's Bank of China cease to promulgates loan interest rates for the loan of the same level and same term, the basic interest rate shall be the rate for the loan of the same level and period as publicly recognized by the banking industry or the prevailing rate for such loan otherwise agreed upon by the two Parties.

4. The loan interest rate shall be calculated from the date on which the loan is transferred to the account designated by Party A. The interest under this Contract accrues on a daily basis, the daily rate equals the annual interest rate divided by 360. If The Borrower fails to pay the interest on the interest settlement date as per the Contract, a compound interest will be charged from the following day.

5. Interest settlement

(1) If the loan is applied with a fixed interest rate, the interest shall be calculated according to the agreed rate. If the loan is applied with a floating interest rate, the interest shall be thus calculated by the interest rate determined for such related period. Should there be several times of interest rates floating during one interest settlement period, the total interest at the settlement date shall be the sum total of the interests calculated by the interest rate for each floating period.

(2) The interest of the loan under this Contract shall be settled by the method in Item 1 as below:

a. interest settled on a monthly basis; settlement of interest on 20th day of each month;

- b. interest settled on a quarterly basis; settlement of interest on 20th day of the last month of each quarter;
- c. other methods (none).

Article 5 Loan Drawing

1. Drawing. pre-conditions

Unless the Lender waives all or part of the following conditions, the Lender shall be obliged to grant the loan given that all conditions herein are satisfied and/or maintained to be satisfied :

- 1. The Borrower has completed the relevant approval, registration, delivery, insurance and other legally required procedures with regard to the loan under this Contract;
- 2. The guarantee contract for the loan under this Contract (if any) has come into effect and will continue to be effective;
- 3. The Borrower has opened an bank account for the purpose of drawing and repayment according to Lender's requirements;
- 4. The Borrower has not breached any clause of the Contract or incurred any circumstance that may impair the security of the creditor's right The Lender is entitled to;
- 5. The loan under this Contract is not prohibited or limited by laws, regulations or authorities;
- 6. Other conditions: none

2. Drawing Plan

The Borrower shall draw the borrowing according to the plan in Item (2) below:

(1) Drawing plan as follows:

- a. ___(mm)___(dd) ___(yy); Amount Blank ;
- b. ___(mm)___(dd) ___(yy); Amount Blank ;
- c. ___(mm)___(dd) ___(yy); Amount Blank ;
- d. ___(mm)___(dd) ___(yy); Amount Blank ;
- e. ___(mm)___(dd) ___(yy); Amount Blank ;
- f. ___(mm)___(dd) ___(yy); Amount Blank ;

(2) The date of the first installment drawing shall be January 24th, 2009 and the amount is four hundred and fifty millions. The remaining three hundred and fifty millions will be granted after the balance own capital of The Borrower has been invested.

3. The Borrower should draw the borrowing according to the Item (2) above and should not advance or postpone or cancel the drawing unless without the written consent of the Lender.

4. Even if the Borrower draws the borrowing in installments, the maturity of the loan should be determined according to Article 3.

Article 6 Repayment

1. Principle of Repayment

The Borrower should repay the loan under this Contract in line with the following principles:

The Lender is entitled to firstly use the repayment to reimburse the expenses which should be borne by the Borrower according to this Contract but directly paid by the Lender and the expenses incurred when exercising the creditor's rights of the Lender. The remaining repayment shall be used to repay the interest first and then the principal to ensure the interest shall be paid together with the principal. For the loans, the principal of which, or/and interest is overdue for more than 90 days or the loan as otherwise stipulated by the laws or regulations, the repayment shall be repaid in accordance with the principle that the principal shall be paid before the interest after the reimbursement of the above expenses.

2. Interest payment

The Borrower shall pay the due interest on the date of interest settlement. The date of the first interest payment is the first date of interest settlement after the loan granting. During last installment repayment, the interest shall be paid up together with the principal.

3. Principal repayment plan

The principal repayment plan shall be determined by Item (1) and Item (2) of the following methods:

(1) Principal repayment plan as follows:

- a. on or before December 31st, 2010 Amount: one hundred million;
- b. on or before December 31st, 2011 Amount: one hundred and eighty million;
- c. on or before December 31st, 2012 Amount: three hundred million;
- d. on or before December 31st, 2013 Amount: two hundred and twenty million.

(2) a. The Lender is entitled to adjust the above-mentioned repayment plan in conjunction with the actual repayment status of the convertible bonds of the holding company of the Borrower, the operating situations of the Borrower after commissioning and the implementation of the electricity tariff.

b. The Lender is entitled to adjust the loan repayment plan according to the loan drawing status..

4. Repayment method

The Borrower shall, before the stipulated repayment date, deposit enough funds payable during such related period to the account designated by the Lender and have the due amount transferred to the Lender automatically (the Lender is entitled to draw funds from the designated account for loan repayment purpose) or transfer the amount from other bank account of the Borrower on the stipulated repayment date to repay the loan

5. Pre-repayment

If the Borrower intends to pre-repay the loan amount, it shall file a written application to the Lender 30 days prior to the proposed pre-repayment. With the consent of the Lender, the Borrower can pre-repay the loan in part or whole.

The interest for the pre-repaid loan amount shall be calculated on the actual days for the loan and the agreed loan interest rate under this Contract.

In the case of the pre-repayment, the Lender is entitled to charge the Borrower a compensation of an amount determined by Item 2 of the following standards:

(1) Compensation amount = pre-repaid principal amount × number of months for pre-repayment × _____%. If less than one full month, calculate as one month.

(2) exemption from the compensation for pre-repayment

If the loan is repaid in installments and the Borrower pre-repays part of the principal the repayment should be made in an order reverse to the loan repayment plan. After the partial pre-repayment, the interest of the balance loan shall be calculated by the agreed interest rate in accordance with the Contract

Article 7 Rights and Obligations of the Borrower

1. Rights of the Borrower

(1) The Borrower is entitled to request the Lender to grant the loan according to the Contract;

(2) The Borrower is entitled to use the loan for the agreed purpose under the Contract;

(3) The Borrower is entitled to apply for an extension of the loan term when meeting the conditions required by the Lender;

(4) The Borrower is entitled to require the Lender to keep confidential the related financial materials and business secrets unless otherwise regulated by the laws and regulations or requested by the authorities or agreed upon by both parties.

(5) The Borrower has the right to refuse the extortion of bribe by the Lender and its staff and report the above acts and any acts of the Lender which violate the related laws and regulations with regard to loan interest rate and service charge rate and others.

2. Obligations of the Borrower

(1) The Borrower shall draw the loan, repay in full the loan principal and the related interest and undertake the expenses as specified in this Contract;

(2) The Borrower shall provide the relevant financial statements and the business operation material, including, but not limited to, the balance sheet for the previous quarter, income statement for the period ended at the previous quarter (income and expenditure sheet for the public institutions as the case may be) which shall be provided within the 30th working day of the first month of each quarter, and the cash flow statement for the whole year in time after the year; and warrant that the documents and materials provided are authentic, complete and valid and there is no fraud materials or important financial facts concealed.

(3) The Borrower shall notify the Lender in writing and provides the relevant modified materials within five working days if changes occur on the items registered with the Industrial and Commercial Bureau including company name, legal representative (responsible person), resident place, business scope, registered capital, the Articles of Association ect.

(4) The Borrower shall use the loan for the purpose as specified in this Contract and shall not occupy or misappropriate the loan or use the loan in illegal dealings; should assist the Lender in the supervision and inspection over the business operation, financial activities and the use of the loan; shall not take out capital, transfer assets or make use of related party transactions to avoid the debt; shall not make use of the forged contract or discount or mortgage any right of credit like notes receivable and account receivable based on no real trading background to obtain cash or credit lines from the bank.

(5) The Borrower shall observe the national the related national rules and regulations with regard to environment protection in using the loan under the contract to engage in manufacturing and project construction

(6) The Borrower shall not provide a guarantee for a third party with the assets formed by the loan under this Contract without the Lender's consent before paying off the principal and interests to the Lender;

(7) If the Borrower is a group company, it shall report promptly to the Lender the relate party transactions with an amount of more than 10% of the net assets of the Borrower, including: a. the relations between the related transaction parties; b. the subject and nature of the transaction; c. the amount or the related proportion of the transaction; d. pricing policy (including transactions without amount or with nominal amount);

(8) If the loan under the Contract is a fixed asset loan or a project loan, the Borrower shall guarantee that project has obtained the approval by relevant official authority and there are no any circumstance in violations of laws and regulations; that the capital in cash or other funds to be raised have been injected or invested in full as per the schedule and proportion ; that the project will be completed on schedule.

Article 8 Rights and Obligations of the Lender

1. The Lender is entitled to demand the Lender to repay the principal and pay the interest and expenses according to schedule; to exercise other rights under this Contract; and to request the Borrower to fulfill its obligations under the Contract.
2. The Lender shall grant the loan according to this Contract with an exception that the delay is caused by the Borrower or by other reasons that cannot be attributed to the Lender;
3. The Lender shall keep confidential the financial materials and business secrets with regard to production and operation unless otherwise regulated by the laws and regulations or requested by the authorities or agreed upon by both parties;
4. The Lender shall not bribe or extort or receive bribe from the Borrower or its stuff;
5. The Lender shall not carry out dishonest acts or acts that may impair the legitimate interests of the Borrower.

Article 9 Liabilities for Breach of Contract and the remedial measures under the circumstances that the creditor's rights of the Lender are endangered

Event of Default and responsibilities of Lender

1. The Borrower is entitled to demand the Lender to grant the loan in accordance with the Contract if there's no justified reasons to withhold the loan;
 - (2) The Borrower is entitled to demand the Lender to refund the interest and expenses imposed on the Borrower in violation of national prohibiting laws and regulations.
2. Event of Default by Borrower
- (1) The Borrower violates any stipulation of this Contract or any statutory obligations;
 - (2) The Borrower expressly indicated by words or acts that it will not perform any responsibility stipulated in this Contract.

3. Possible damages to the creditor's rights of the Lender

(1) Any of the following incidents which the Lender believes will affect the security of the creditor's rights under this Contract: contraction, being taken over, lease, stockholding system reform, reduction of the registered capital, investment, co-managing, merger, acquisition, acquisition restructuring, division, starting a joint venture, applying for cessation of business operation, applying for dissolution of business, being revoked, applying for bankruptcy, changes of the controlling shareholders or actual controller, transfer of the significant assets, cessation of production, going out of business, being imposed of heavy fines by authorities, cancellation of registration, revocation of the business license, involving in any significant lawsuits, serious difficulties in business or deterioration of financial situation, the failure of the legal representative or responsible person to fulfill normal duties;

(2) Any of the following incidents which the Lender believes will affect the security of the creditor's rights under this Contract: the Borrower fails to fulfill other due liabilities (including the due liabilities owed to the Construction Bank of China of different levels or other third parties), or transfer the assets at low price or for free, mitigate or annul the liabilities of third party, exercise the creditor's or other rights passively or provide guarantee for third party;

(3) The shareholders of the Borrower abuse the independent legal person status or limited liabilities of the shareholder to escape from debt which the Lender believes will affect the security of the creditor's rights under this Contract;

(4) Any of the prerequisites for the granting of loan under this Contract is not met consistently;

(5) Any of the following incidents relating to the Guarantor which the Lender believes will affect the security of the creditor's rights under this Contract:

a. violations of any stipulation of the guarantee contract or any falsehood, error or omission existing between the statements and guarantee issues;

b. the following incidents that may affect the capability of the guarantor: contracting, being taken over, lease, stockholding system reform, reduction of the registered capital, investment, co-managing, merger, acquisition, acquisition restructuring, division, starting a joint venture, applying for cessation of business operation, applying for dissolution of business, revocation, applying for bankruptcy, changes in the controlling shareholders or actual controller, transfer of the significant assets, cessation of production, going out of business, being imposed of heavy fines by authorities, cancellation of registration, revocation of the business license, involving in any significant lawsuits, serious difficulties in business or deterioration of financial situation, the failure of the legal representative or responsible person to fulfill normal duties;

c. Other incidents that may result in the loss of the guarantee capability;

(6) Any of the following incidents occurs on mortgage and pledge which the Lender believes will affect the security of the creditor's rights under this Contract:

- a. The destruction, loss or devaluation of the mortgage assets or pledge assets due to the behavior of the third party, national collection, confiscation, expropriation, taking back without payment, relocation, market changes or other reasons;
- b. The mortgage assets or pledge assets are sealed, distressed, frozen, transferred, detained, sold at an auction, supervised by the executive authorities or there exists ownership disputes;
- c. Violations of any stipulation by the mortgagor or pledgor or any falsehood, error or omission existing between the statements and guarantee issues;
- d. Other circumstances that may impair the Lender's fulfillment of the right to mortgage or right of pledge;

(7) Failure in establishment, ineffectiveness, invalidity, revocation, termination of the guarantee; the guarantor breaches the Contract or indicates by words or acts that it will not fulfill the guarantee responsibility; or the guarantor loses part or the entire guarantee capability, or the devaluation of the guarantee and other circumstances which the Lender believes will affect the security of the creditor's rights under this Contract; or

(8) Other circumstances which the Lender believes will affect the security of the creditor's rights under this Contract.

4. Remedial measures by the Lender

The Lender shall be entitled to exercise one or more of the following rights when the circumstances stated in second and third paragraphs of Article 9 occur:

- (1) To cease the granting of the loan;
- (2) to declare an immediate maturity of the loan; demands the immediate repayment of the principal, interest and expenses due or undue;
- (3) If the Borrower fails to draw and use the loan according to the Contract, the Lender shall be entitled to demand the Borrower to pay a penalty equivalent to 5% of the amount drawn disregarding the provisions of the Contract and to refuse the drawing of the undrawn loan by the Borrower;
- (4) If the Borrower fails to use the loan for the purpose as specified in this Contract, the Lender shall be entitled to charge penalty interest and compound interest on the misappropriated loan at the penalty interest rate and by interest settlement method stipulated in this Contract from misappropriation date until the Borrower pays up principal and interest;

(5) If the loan is overdue, the Lender shall be entitled to charge penalty interest and compound interest on the overdue portion of loan principal and interest (including part and entire of the premature loan principal and interest declared by the Lender) at the penalty interest rate and by interest settlement method stipulated in this Contract from overdue date until the Borrower pays up principal and interest. The overdue debt refers to the failure of the Borrower in paying off the borrowing timely or according to the installment plan under this Contract.

Before the mature of the loan, the Borrower shall be charged with a compound interest on the overdue interest at the penalty interest rate and by interest settlement.

(6) Other remedial measures, including but not limited to:

a. The Lender may directly deduct from the Borrower's account at the Construction Bank of China the relevant amount in RMB or other currency without pre-notice;

b. Exercise the rights of guarantee;

c. The Lender may request the Borrower to provide new guarantee for all the debts under this Contract in accordance with the Lender's requirement;

d. Dissolution of this Contract.

Article 10 Other provisions

1. Expenses

Except otherwise agreed upon by both parties, the Borrower shall undertake all the expenses under this Contract and the expenses related to the guarantee under the Contract, including legal consultation service charges, insurance, evaluation fees, registration charges, storage fees, appraisal expenses and notarization costs.

The Borrower shall bear all the expenses (including but not limited to litigation fees, arbitrations fees, storage fees, travel expenses, execution fees, evaluation fees, lot money, notarization costs, delivering fees, notice fees and attorney's fee) which the Lender has incurred during the realization of the creditor's rights.

2. The use of the information of the Borrower

The Borrower agrees that the Lender may inspect the Borrower's credit status from the credit database established under the approval of the Construction Bank of China and credit departments or from relevant organizations and departments and may provide the information of the Borrower to the credit database mentioned above. The Borrower agrees that the Lender may properly use and disclose the information of the Borrower due to business needs.

3. Collection through public announcement

In case the Borrower delays the repayment of loan principal and interest or violates its undertaking, the Lender is entitled to report to the relevant authority on the said act(s) and make such act(s) public in the mass media.

4. Evidence effect of the records of the Lender

Unless there is reliable and definitive adverse proof, the internal accounting records relating to the principal, interest, expenses and repayment records, the supporting documents and vouchers made or preserved by the Lender generated during going through business procedure of drawing, loan repayment and interest payment shall serve as the effective evidences of the debtor-creditor relationship between the Borrower and the Lender. The Borrower shall not raise an objection only because the above-mentioned records, supporting documents, vouchers are unilaterally made and preserved by the Lender.

5. Retention of rights

The rights of the Lender under this Contract shall not effect or exclude other rights entitled under the laws and regulations and other contracts. Any forbearance, extension or favor granted on the contract breach or delay or any delay by the Lender in exercising any of its rights under this Contract shall not be considered as a waiver of the rights and interests under this Contract, or the permission or approval of the behavior violating the stipulations of this Contract, or limit, prevent or hinder the continuing exercising of the rights thereof or the exercising of any other rights, or results in any obligations and responsibilities Lender undertakes to the Borrower.

6. In case that the Borrower owns due debts other than the debts under this Contract to the Lender, any sum payable by it under this Contract may be directly deducted by the Lender from the account opened by the Borrower at the Construction Bank of China in RMB or other currencies. The Borrower agrees not to raise any objection.

7. The Borrower shall notify the Lender in writing of changes of the address or contact information. If fails to notify in time, the loss caused thereby shall be undertaken by the Borrower.

8. Deduction of the amount payable

The Lender shall be entitled to deduct directly all the amounts payable under this Contract from the account opened by the Borrower at the Construction Bank System in RMB or other currencies without noticing the Borrower in advance. In case the exchange settlement and foreign exchange transaction procedure are needed to be completed the Borrower shall assist the Lender in completing these formalities and the exchange rate risk shall be borne by the Borrower.

9. Dispute Resolution

Any dispute arising from or out of the performance of this Contract shall be resolved by both parties through amicably negotiation. If no agreement can be reached through consultations, the disputes shall be resolved through the means in Item (1) below:

(1) Legal action at the court of jurisdiction over the area where the Lender is located;

(2) Application for arbitration with _____ Arbitration Commission (Place of Arbitration _____) in accordance with the arbitration rules effective at the date of application. The arbitral award will be final and binding upon the two parties concerned.

During the course of legal action or arbitration, the parties should continue to perform the terms that are not involved in the dispute.

10. Effectiveness

This Contract shall become effective after it is signed and sealed by the legal representatives or authorized signatories of the Borrower and the Lender.

11. This Contract shall be made in five copies.

12. Miscellaneous

(1) The Borrower undertakes that:

a. The Borrower has established the principal account with the Lender before the granting of the fixed assets loan and revoked all the domestic and foreign currency accounts at other banks and will not transfer the principal account to other banks before the complete repayment of loan;

b. The Lender will be the Borrower's only bank of domestic and foreign currency accounts when there's no credit support by other financial institutions to the Borrower; the Borrower may open accounts at other bank due to business needs after getting the Lender's consent;

c. [****]*

* This portion has been omitted and filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934.

d. The Borrower undertakes that the prepayment of RMB150 million made by Zhejiang Yuhui Solar Energy Source Co., Ltd will be converted to be shareholder loans before June 30th, 2009 and the prepayment will not be used to offset the payment of goods or be refunded;

e. The Borrower promises not to refund the shareholder loans and the loans from the related affiliates in the group before paying off the principal and interest to the Lender;

f. The Borrower will not distribute dividends to the shareholders before paying off the principal and interest to the Lender without the consent of the Lender

g. The Borrower undertakes that it will not sell on credit and will adopt cash and bank acceptance bill as one of the settlement methods.

h. that Zhejiang Yuhui Solar Energy Source Co., Ltd undertakes to buy the polysilicon materials from the Borrower in the first place during purchasing feedstock.

(2) Default Clause

a. The Borrower shall revoke all the domestic and foreign currency accounts at other banks and the Lender will be the only bank of domestic and foreign currency accounts when there's no credit support by other financial institutions to the Borrower and will open accounts at other bank due to business needs after getting the Lender's permission;

b. [****]*

c. The Borrower promises not to refund the shareholder loans and the loans from the related group affiliates before paying off the principal and interest to the Lender;

d. The Borrower undertakes that it will not sell on credit and will adopt one of the settlement methods between cash and bank acceptance bill;

e. Any violation of any of the above four clause shall be considered as the violation of the Contract and the Lender shall have the right to recover the premature loan ahead of schedule.

(3) The Borrower shall apply for the property ownership certificate and complete the mortgage procedure on land and real estate issues and add the machinery and equipment as the mortgage on a timely basis after the completion of the project construction.

* This portion has been omitted and filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934.

Article 13 Statement

1. The Borrower has got a comprehensive and accurate understanding of business scope and extent of authorization of the Lender;
2. The Borrower has read all the provisions under this Contract; the Lender has made the corresponding explanations in response to the request by the Borrower; and the Borrower has got a complete and accurate understanding of all the provisions of this Contract and the corresponding legal consequences.
3. The behavior that the Borrower enters the contract and performs the obligations under the contract is in compliance with laws, regulations, statute and internal organizational documents and with the approval of the authority of the company and/or the national authority.

Borrower (Seal)

Legal representative (responsible person) or authorized signatory: /s/Li Xianshou

Date: January 24th, 2009

Lender (Seal)

Legal representative (responsible person) or authorized signatory: /s/Liang Yuping

Date: January 24th, 2009

CONTRACT No. 32-000155-01C V

made between

THE BUYER

Zhejiang Yuhui Solar Energy Source Co., Ltd (ReneSola)

ADDRESS: No.8 Baoqun Road Yaozhuang

Industrial Park,

Jiashan Country, Zhejiang Province,

314117 China

Tel: +86 (0)573 4773058

Fax: +86 (0)573 4773383

and

THE SELLER:

ALD VACUUM TECHNOLOGIES GmbH

ADDRESS: Wilhelm-Rohn-Strasse 35, 63450 Hanau, Germany

Fax: 49-6181-307-3299

Tel: 49-6181-307-3078

This contract is made by and between the Buyer and Seller, whereby the Buyer agrees to buy and the Seller agrees to sell the under mentioned commodity according to the terms and conditions stipulated below:

1.

ITEM	COMMODITIES; SPECIFICATIONS	ALL AMOUNTS in EUR
1	Eighty (80) Silicon Crystallisation Units Type SCU 400 capable of Melting, Crystallising, Annealing and Cooling Down of Photovoltaic Grade Silicon Ingots, scope of supply and service as per Annex 1,	[****]*
2	Spare Parts Package	[****]*
	-hereafter referred to as the Equipment or the Goods-	
	CIF Shanghai, China Seaport according to Incoterms 2000.	
	Total Contract Price	EUR 40,800,000

in words: EUR Forty Million Eight Hundred Thousand only.

2. COUNTRY OF ORIGIN AND MANUFACTURERS: European Community;

ALD Vacuum Technologies GmbH, Germany

3. PACKING:

To be packed in new strong wooden cases and suitable for long distance ocean transportation and to change of climate, well protected against rough handling, moisture, rain, corrosion, and shocks. The wooden cases shall be marked with an IPPC Stamp.

The Seller shall be liable for any direct damage of the commodity and direct expenses incurred on account of improper packing and for any rust attributable to inadequate or improper protective measures taken by the Seller in regard to the packing.

* This portion has been omitted and filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934.

4. SHIPPING MARK

The Seller shall mark on the four adjacent sides of each package with fadeless painting the package number, gross weight, net weight, measurement, Contract No., port of destination, consignee code and the wordings "KEEP AWAY FROM MOISTURE"; "HANDLE WITH CARE", "THIS SIDE UP", the lifting position, gravity centre and the shipping mark:

RENESOLA

Contract 32-000155-01 C V

5. TIME OF SHIPMENT (delivery "on board" European Seaport, i.e. date of Bill of Lading):

Under the condition that the down payment as per Article 9.1 is credited at sellers account not later than July 30, 2008 and the 1st Letter of Credit as per Clause 9.2 and 9.4 is received by the Seller not later than August 15, 2008, the delivery time will be as follows,

1st Lot:

06 SCU 400 not later than [****]*

02 SCU 400 not later than [****]*

12 SCU 400 not later than [****]*

12 SCU 400 not later than [****]*

16 SCU 400 not later than [****]*

60% of the Spare Parts Package not later than [****]*

Under the condition that the down payment as per Article 9.1 is credited at sellers account not later than July 30, 2008 and the 2nd Letter of Credit as per Clause 9.3 and 9.4 is received by the Seller not later than November 30, 2009, the delivery time will be as follows,

* This portion has been omitted and filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934.

2nd Lot:

16 SCU 400 not later than [****]*

16 SCU 400 not later than [****]*

40% of the Spare Parts Package not later than [****]*

Earlier delivery in other sequences is allowed.

In case of a delay in receipt of the down payment and/or Letter of Credit(s), the time of delivery is prolonged by an appropriate period.

6 PORT OF SHIPMENT: European North-Sea Port

7 PORT OF DESTINATION: Shanghai Seaport China

8 TRANSPORT INSURANCE: Under CIF terms transport insurance for 110 % of the invoice value shall be arranged by the Seller.

9. PAYMENT TERMS:

All payment under this contract from the Buyer to the Seller shall be made via Industrial and Commercial Bank of China, Zhejiang Branch, Swift BIC: ICBKCNBJZJP, IID No. 307911, Account No. 1204070009814017930 via Swift to Seller's account as follows:

9.1 30% of the total contract amount, i.e. [****]*—as down payment to be paid against presentation of a down payment invoice showing the same amount in favor of ALD's account no. with Bayerische Hypo und Vereinsbank, Aschaffenburg, or COMMERZBANK Ffm to be received by seller no later than fifteen (15) calendar days after coming into force of contract.

9.2 The Buyer shall open with a first class Chinese Bank the 1st Letter of Credit to be advised by Seller's Bank to the Seller not later than 30 days after coming into force of the contract for [****]*, --- representing the value of 70% of 48 Furnaces i.e. [****]*—plus Spare Parts i.e. [****]*—representing 70% of the value of the spare parts of the 1st lot. The latest date of shipment shall be 9 months from coming into force of the contract plus 8 weeks.

9.3 The Buyer shall open with a first class Chinese Bank the 2nd Letter of Credit to be advised by Seller's Bank to the Seller not later than 5 months after coming into force of the contract for [****]*, --- representing the value of 70% of 32 Furnaces i.e. [****]*—plus Spare Parts i.e. [****]*—representing 70% of the value of the spare parts. The latest date of shipment shall be 11 months from coming into force of the contract plus 8 weeks.

* This portion has been omitted and filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934.

9.4 The both Documentary Letters of Credit as per item 9.2 and 9.3 shall irrevocably opened in favor of the Seller, shall be advised by and payable as Hypo Vereinsbank, Frankfurt or COMMERZBANK Frankfurt (to be advised by the Seller) not expiring before the last payment rate has been paid out. Partial shipment allowed. Period for presentation of documents shall not less than 21 days. The letters of Credit shall be payable as follows:

70% pro rata delivery of the partial contract amount for the Furnaces as per 9.3 and 9.4 against Seller's presentation of :

- Seller's commercial invoice signed in 1 original and 4 copies, indicating the contract no. and shipping mark,
- Full set of 3/3 original clean on board Bills of Lading marked "Freight pre-paid", indicating Contract No. and shipping mark made out to order and blank endorsed, notifying the Buyer,
- Packing List in 2 originals and 2 copies issued by the Seller with indication of gross weight, net weight, dimension of each package, number of packages and content of each package.
- Certificate of Quality and Quantity issued by the Seller, in one original and two copies
- Certificate of Origin in one original and two copies
- One copy of fax to the Buyer, advising particulars of shipment within 8 working days after date of B/L is made
- A Performance Bond for 5% of the value of the Furnaces of the respective partial shipment issued by a first class German Bank or Insurance Institute in favour of the Buyer
- 70% pro rata delivery of the partial contract amount for Spare Parts against Seller's presentation of :
- Seller's commercial invoice signed in 1 original and 4 copies, indicating the contract no. and shipping mark,
- Full set of 3/3 original clean on board Bills of Lading marked "Freight pre-paid", indicating Contract No. and shipping mark made out to order and blank endorsed, notifying the Buyer,
- Packing List in 2 originals and 2 copies issued by the Seller with indication of gross weight, net weight, dimension of each package, number of packages and content of each package.
- Certificate of Quality and Quantity issued by the Seller, in one original and two copies

- Certificate of Origin in one original and two copies
- One copy of fax to the Buyer, advising particulars of shipment within 8 working days after date of B/L is made

All the banking charges incurred in China shall be borne by the Buyer while all the banking charges incurred outside China shall be borne by the Seller.

10. SHIPMENT:

Trans shipment is prohibited. Partial shipments are allowed.

One copy of fax to the Buyer, advising particulars of shipment within 3 working days after date of B/L is made as per the stipulations of Clause 11.2.

11. LATE DELIVERY AND LIQUIDATED DAMAGES:

Should the Seller fail to make delivery (i.e. shipment on board the vessel as per Clause 5. above) on time as stipulated in the contract, with exception of Force Majeure causes specified in Clause 15 of this contract or delays not imputable to Seller, the Buyer shall agree to postpone the delivery on condition that he is entitled to claim from Seller Liquidated Damages. After an initial grace period of 2 weeks, the rate of Liquidated Damages is charged at 0.5% of the value of the goods being in delay for every complete week of delay. Such Liquidated Damages, however, shall not exceed 5.0% of the total value of the Goods involved in the late delivery.

In case the time of delivery is delayed for more than 4 months for reason solely attributable to the Seller, the Buyer has the right to terminate the contract for the furnaces being in such delay. In such a case the Seller has to repay the down payment received for this furnace(s) and has to pay the respective penalty to the Buyer.

Further liabilities of the Seller for delay are excluded.

12 INSPECTION AND TESTING:

12.1 The Seller shall invite the Buyer in time to attend the inspection and testing procedure in German as described in Chapter 5 of the Annex 2 of the technical specification for one of the Furnaces produced. The delegation of the Buyer shall consist of up to 5 persons (including 1 interpreter). In case the specialist of the Buyer does not attend the testing procedure the Seller has the right to perform the tests without the presence of the Buyer.

12.2 After arrival of the goods on Buyer's site, the Buyer, with the Seller's representatives (if requested by the Seller and if Seller's representative arrives in time), has the right to apply to the Beijing Entry-Exit Inspection and Quarantine (hereinafter referred to as the Entry-Exit Inspection) for a preliminary inspection in respect of the quality, specifications and quantity/weight of the goods and a Survey Report shall be issued therefore. If discrepancies are found by the Entry-Exit Inspection regarding specifications of the quantity or both, except when the responsibilities lie with insurance company or shipping company, the Buyer shall, within 60 days after arrival of the goods on Buyer's site, have the right to claim against the Seller.

Should the quality and specifications of the goods be not in conformity with contract or should the goods prove defective within the warranty period stipulated in Clause 13 for any reason imputable to Seller, the Buyer shall arrange for a survey to be carried out by the Entry-Exit Inspection and have the right to claim against the Seller on the strength of the Survey Report.

12.3 Final acceptance testing of the Furnaces shall be carried out as per Chapter 7 of Annex 2. Final acceptance shall take place for each of the delivered furnace independently.

13 SHIPPING ADVICE:

The Seller shall, within 3 working days after B/L-date, advise the Buyer by fax of the Contract No., commodity, quantity, number of package, invoiced value, gross weight, name of vessel, date of B/L and B/L- number, and estimated date of arrival etc.

14 WARRANTY AND QUALITY:

Seller warrants that the equipment will be constructed in a workmanlike manner, that it is free from defects in material and manufacture and that, at the time Seller tenders delivery at the destination point, it will conform substantially to the Specifications and Designs.

If within 12 months after this first start-up at Buyer's site or within 16 months from FOB delivery or notification that the equipment is ready for dispatch, whichever is earlier, any item of the equipment proves to be defective by reason of wrong choice of material, bad workmanship or faulty design, and such reasons are attributable to Seller, Seller at his choice and expense, and upon Buyer's prompt written notice - which is to be given at the latest within fourteen (14) days from the discovery of such defect - shall replace the defective item by a new one or repair it within a reasonable time after receipt of buyer's notice, but not more than 3 months unless a special situation is verified, the parties will reach another agreement in regard of time.

Provided a claim by the Buyer is received by the Seller in writing during the Seller's office hours (Monday to Friday) the Seller shall respond in writing within the following 2 working days and will manage to work out a suitable solution with the Buyer.

It is agreed and understood that the warranty period starts and end of each of the delivered furnaces independently.

It is clearly understood that Seller's responsibility for parts fabricated locally and / or bought by Buyer according to Seller's engineering instructions is limited to the submitted design and engineering.

Seller's warranty does not cover parts which are subject to normal wear and tear as well as damages due to improper or negligent handling of equipment or due to deviations from Seller's operating instructions.

The foregoing warranties are definite and Seller makes no other warranties with respect to the equipment, expressed or implied, including no warranty of merchantability or of fitness for a particular purpose.

15 FORCE MAJEURE:

The contract parties shall be released from liability for partial or complete non-fulfilment of their obligations hereunder if due to Acts of God/Force Majeure, including but not limited to war, fire, flood, typhoon, earthquake, strike, embargo or governmental acts or interference's. In such an event, the contract party suffering from such event shall promptly notify the other contract party in writing of the beginning and cessation of the circumstances preventing performance, and the time for fulfilment of the contractual obligations shall be extended for a period of time equal to that during which such circumstances have lasted, or for such other reasonable period as the contract parties may agree upon. In addition, within fourteen days after the party's notification of a Force Majeure event, such party shall send by airmail to the other party a certificate issued by the Competent Government Authorities or Chamber of Commerce where the event occurs as evidence thereof.

Should the Force Majeure period exceed 40 consecutive weeks, either contract party shall have the right to cancel the contract. No liability or penalty shall be imposed on the party suffering from such an event for damages of any kind incurred or sustained by the other party from delays in the performance of this contract for the reasons stated above.

16 ARBITRATION:

All disputes in connection with this contract or the execution thereof shall be settled through friendly negotiations. In case no settlement can be reached, the case may then be submitted for arbitration in Stockholm in accordance with the arbitral rules promulgated by the Arbitration Commission (ICC, Paris rules). The arbitration shall take place in Stockholm, Sweden and the decision of the Arbitration Commission shall be final and binding upon both parties; neither party shall seek recourse to a law court nor other authorities to appeal for revision of the decision. Or the arbitration may be settled in a third country mutually agreed upon by both parties. Arbitration fee shall be borne by the losing party. The contract shall be governed by the substantive law of Sweden.

17 EFFECTIVENESS OF CONTRACT:

This contract shall become effective upon

- Signature of this Contract by both parties.

Should the Seller not having received

- the down payment by July 30, 2008 and/or
- the 1st L/C(s) by August 5, 2008 and/or
- the 2nd L/C by November 30, 2008.

The Seller has the right to adjust the prices and/or to prolong the delivery time(s) as per Article 5 and related dates for a period of time to be advised by the Seller.

In case the contract is not into force on or before September 1st 2008, the Seller has right to declare this document as invalid.

18. TAXES AND DUTIES

18.1 All taxes in connection with the execution of this contract levied by the Chinese Government on the Buyer in accordance with the tax laws in effect shall be borne by the Buyer.

18.2 All taxes arising outside of China in connection with the execution of this contract shall be borne by the Seller.

19 GENERAL LIABILITY:

Liability for damage to persons or property is accepted by the Seller only to the extent covered by the existing insurance (third party liability insurance) concluded by the Seller. This third party liability insurance for any one insured event and annual aggregate shall provide insurance cover up to a limit of € 10.000.000,— for bodily injury and property damage.

Any liability by Seller for consequential damages, loss of profit, or any other indirect losses or damages is expressly excluded, to the extent that the Seller does not infringe on compulsory law.

20 PASSAGE OF RISK

The risk of loss passes to the Buyer according to the provisions of the Incoterms 2000, applicable for the delivery condition as stipulated in this contract.

21 PASSING OF TITLE

The Seller reserves the right of ownership for all deliveries made and services rendered under the contract until payment of the contract price has been made in full by the BUYER.

The Buyer shall co-operate in any measures necessary for the protection of Buyer's title, in particular reservation of title in the required form in public registers or similar records, all in accordance with relevant laws.

22 SECRECY

The Secrecy Agreement signed on September 29, 2006 shall apply to all information exchanged under this contract.

23 APPENDICES

The following Appendices form an integral part of this contract:

Annex 1 price sheet

Annex 2 Technical Specification No. SCU 400 No. 32- 0002155-01 Rev A

Annex 3 Draft of the Performance Bond.

IN WITNESS THEREOF, this contract is signed by all parties in two original copies, each party holds one copy. The Appendices of this contract shall be an integral part of the contract and have the same validity as the contract. In case of any discrepancies, the wording of this contract shall govern. Attached to the contract or integrated into it might be a Chinese translation of the contract language. This translation is for reference only and in any case the English version shall govern.

THE BUYER:

Zhejiang Yuhui Solar Energy Source Co., Ltd

(ReneSola)

No.8 Baoqun Road Yaozhuang Industrial

Park, Jiashan Country, Zhejiang Provinc, 314117

China

/s/ Fred Yeh

Mr. Fred Yeh COO and General Manager

July 15, 2008

THE SELLER:

ALD VACUUM TECHNOLOGIES GmbH

Wilhelm Rohn Str. 35

63450 Hanau, Germany

/s/ Helmut Berg

ppa. Helmut Berg

July 15, 2008

PRICE SHEET

32-000155-01 C V

for

Eighty (80) Silicon Crystallisation Units

Type SCU 400

Capable of Melting, Crystallising, Annealing and Cooling Down of Photovoltaic Grade Silicon

1. Price for SCU 400**1.1 The price for Eighty (80) SCU 400**

as per scope of supply defined in Chapter 3 of

Technical Specification No. 32-000155-01 C V amounts to

(****)*,—for each furnace) [****)*,

The steel structure as per item 3.12 of Annex 2 for the eight furnaces shall be manufactured and delivered by the Buyer. The Seller shall provide the basic engineering for this steel structure.

1.2 The price for Supervision

as defined in Chapter of

Technical Specification No. 32-000155-01 C V (Annex 2)

One Hundred and Twenty (120) man weeks included in Position 1.1. and 1.2.

1.3 Spare parts

1.3.1 Spare parts package to be selected by the customer [****)*

1.3.2 15 (fifteen) Set of Top-and Bottom heater

Each consisting of: Heating Rods and Connecting tubes [****)*

Total contract value CIF Shanghai according to INCOTERMS 2000 EUR 40,800,000

* This portion has been omitted and filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934.

TECHNICAL SPECIFICATION

32-000155-001

For

Silicon Crystallisation Unit

Type SCU 400

Capable of Melting, Crystallising, Annealing and Cooling Down

of Photovoltaic Grade Silicon

Customer:

Rene Sola
NO.8 Baoqun Road
Yao Zhuang
Jiashan, Zhejiang Province
314117 CHINA
Phone: 0573 477 3058
Fax: 0573 477 3383

Proposed by:

ALD Vacuum Technologies GmbH
Wilhelm-Rohn-Str. 35
D-63450 Hanau

Contact partner sales:

Mr. Michael Hohmann
Phone: +(49) 6181-307-3309
Fax: +(49) 6181-307-3299

E-Mail: michael.hohmann@ald-vt.de

Representative / Local Office:

C & K Development Co. Ltd.
1808, Henderson Building, Block 1
18 Jianguomennai Avenue
Beijing -100005
P. R. China

Contact: Mr. Ray Zhaoyu
Phone: +81-10-65182828
Fax: +81-10-65188182

Date

June 11th, 2008

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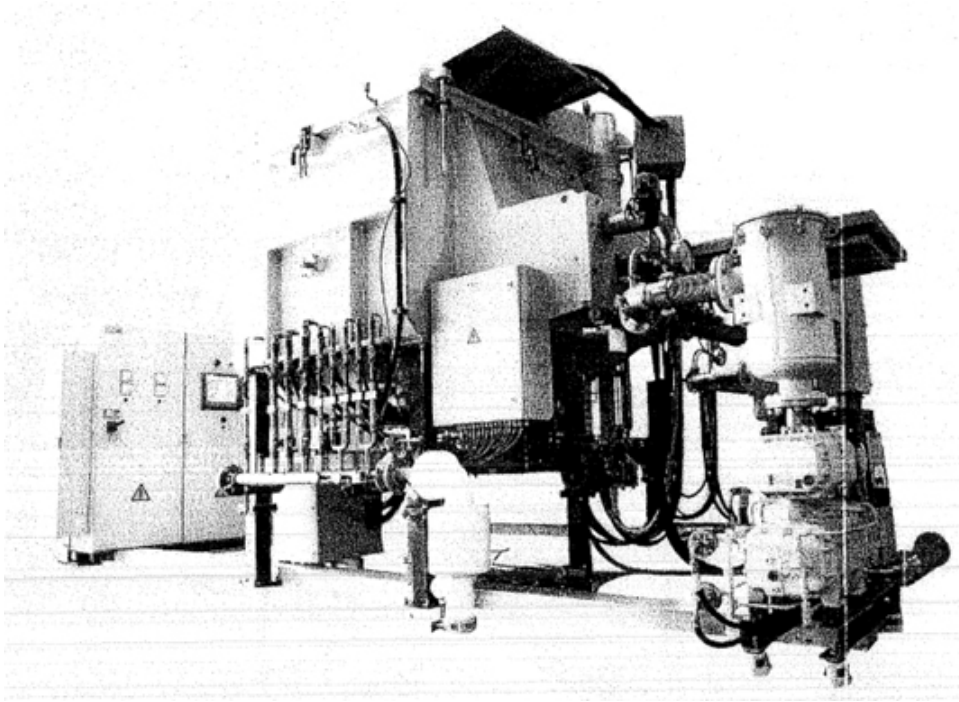
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1. GENERAL DESCRIPTION

The SCU 400 is a new stand-alone furnace for melting and crystallising of solar grade silicon into an ingot for photo voltaic use. We offer the SCU 400 as a square furnace concept. The size of the furnace allows to use different sizes of hot zones to vary the crucible sizes, if required.

The SCU 400 allows to melt and crystallise one (1) ingot per cycle.

The offered hot zone of the furnace is designed to use the new crucible generation with average dimensions of approx. 840 x 840 mm and 420 mm height. With this hot zone it is possible to melt and crystallize a Si ingot with a weight of approx.: 400 kg per cycle resulting in an expected capacity of approx. 6 MWp/y.



The principle layout of one single Silicon Melting, Crystallization and Annealing Unit is given in the attached drawing no.0.520-064317.

Remark:

The data mentioned in the Technical Specification hereafter are made for one (1) SCU 400 furnace, if not otherwise stated.

1.1 Features of the SCU 400 furnace design

- No movement of the mould during processing.

- Bottom and top heater design with cooling trap in the bottom section, which allows a controlled crystallization with high efficiency. No side heaters are required.
- The process steps "Start-Up Cycle", "Melt-Down", "Crystallizing", "Annealing" and "Cool-Down" of photo voltaic silicon will be performed automatically PLC-controlled under vacuum and/or controlled atmosphere.
- PLC-controlled system is proven for industrial scale networking of all extended SCU furnaces. Software is capable to apply data for a central process control.
- Vacuum pumping system with dry fore pump to reduce service and maintenance work.
- Safety features such as chamber pressure relief, over-temperature protection, water detection and chamber bottom shielding tiles protect the furnace operations personnel in case of a crucible run out.
- The hot zone is designed as a complete module which can be removed in one unit and transported in a separate workshop area for service and maintenance purposes. This allows the hot zone to realize a short down time at the furnace site.

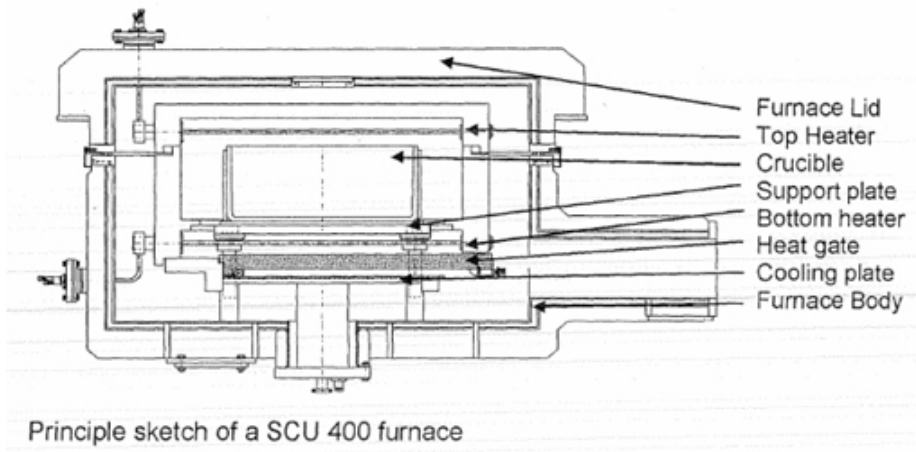
1.2 Principle Furnace Concept

The SCU 400 furnace concept is a proven design in the application of melting and crystallizing of silicon for solar application. The furnace is equipped with a water cooled furnace housing. A lid on top of the furnace can be moved for loading and unloading of the mould. The mould will be placed on a support and is not moved during processing. The melting and crystallizing is realized by using a top and a bottom heater.

The heaters and the mould are surrounded by a specially treated graphite insulation material. During the melting process the bottom is insulated with a movable heat gate, which will be moved aside before starting with the crystallization of the liquid material. A cooling trap for crystallization is located under the heat gate. The crystallization speed of the liquid Si inside the mould is controlled via the power control of the top and bottom heater.

To exchange the atmosphere and to control the pressure inside the furnace a vacuum pumping system is used.

The operator control is equipped with all the function and process visualization to operate the furnace and to document the process data in an automatic mode. The supplied furnace SCU 400 will be equipped with proven components of high quality.



2. TECHNICAL DATA

for one (1) SCU 400

Ø Furnace Capacity

Capacity per cycle 1 Crucible

Silicon load per crucible approx.: 400 kg

(depending on crucible size and possible filling density of raw material)

Ø Product Data

Material class: PV solar grade silicon

Mass density (solid state): 2,33kg/dm³

Ingot Size: approx. 830 x 830 x 250mm

(depending on crucible size and possible filling height)

Ø Temperature

Max. furnace temperature: 1570 °C

Ø Atmosphere

vacuum or inert-gas

Ø Temperature Measurement

Top Area

One (1) digital infrared two-colour pyrometer is installed. The pyrometer position is the centre of the ingot.

Bottom Area

One (1) digital infrared two-colour pyrometer looking at the centre of the underside of the graphite support plate of the crucible.

Ø Thermocouples

Two (2) thermocouples for temperature measurement on different areas in the hot zone

Ø Crucible Dimensions

Quartz Crucibles standard

Inner Dimensions; L x W x H: average 830 x 830 x 420 mm

Ø Graphite Plates for Crucibles

Side Plates; Lx W x H: approx. 900 x 400 x 15 mm

Bottom Plate; L x W x H: approx. 940 x 940 x 20 mm

Remark:

These plates are part of the crucible assembly and are always moved together with the quartz crucibles for loading / unloading the furnace.

Ø Support Plate for Moulds made from Graphite

Support Plate; L x W x H: approx. 1000 x 1000 x 60 mm

Remark:

Support plates are a static part of the furnace.

Ø Thermal Graphite Insulation Materials

Graphite Hard Felt Materials

Ø System Dimensions for one furnace

Overall length: approx. 6,0 m

Overall width: approx. 4,0 m

Overall height: approx. 4,2 m

Crane hook, min. height approx. 5,0 m

Ø Vacuum System Data

Pumping capacity fore-pump: approx. 70 m³/h

Pumping capacity Roots-pump: approx. 500 m³/h

Ultimate vacuum pump set: $\leq 8 \cdot 10^{-2}$ mbar

Leak- and Desorption Rate, measured as pressure rise test: $8 \cdot 10^{-2}$ mbar l/s

Operating Pressure 1 - - 900 mbar

2.1 Utilities, supply**Ø Electrical Supply Data**

Low-Voltage Distribution

Supply voltage: 3 x 400 VAC ± 10 %, 50 Hz

Rated power: approx. 220 kVA

Heaters

Top Heater: approx. 110 kW

Bottom Heater: approx. 80 kW

Process-Gas Supply

Gas type: Argon or Helium

Gas pressure: 5 bar

Ar approx. 35 NI/min.

Ar ConsumptionTotal Ar consumption for one cycle approx. 60 N/m³

Argon Flowrate 30 NI/min

Argon quality (5.0) 99,999%

Ø Compressed Air Supply

Pressure: 6 bar

Maximum pressure drop: 1 bar over any 60 s period

Consumption approx. 20 NI/min

Ø Water Supply System

Inlet: min./max. 4/6 bar

Pressure difference inlet/outlet 3,5 bar

Flow: approx. 200 l/min.

Average ΔT approx. 8 °C

Inlet temperature for normal operation: 12 - 32°C

Ø **Cooling Water Conditions**

Mechanically pure / width of mesh: 0,38 mm

Chemically pH data: 7,0 - 8,5 pH

Carbonate hardness, max.: 8 °DH

Ø **Ambient Conditions of the SCU furnace**

Outside temperature 10 - - 35°C

Humidity (not condensing!) 20 - - 80%

2.2 **Process cycle**

A process cycle time for a standard ingot of approx. 400 kg is expected to be approx. 48 - 52 h. The process cycle also depends on Si raw material condition and shape.

2.3 **Applicable Regulations, Standards and Laws**

Regarding equipment construction and manufacturing we will consider all valid European and national technical regulations, standards and laws valid for manufacturer at time of order placement and which will be necessary for fabrication and operation of equipment.

3. SCOPE OF SUPPLY

One (1) SCU 400 furnaces equipped with the following if not otherwise stated:

3.1 Process chamber

The process chamber is a rectangular furnace body with a movable lid on top.

The chamber lid is fixed to the furnace body

The process chamber is double-walled for water cooling

The process chamber is designed to operate the furnace with a pressure of approx. 1 - - 900 mbar.

The inside walls are made out of stainless steel, the outside walls are made of mild steel.

Process Chamber, mainly consisting of:

- One (1) Double walled chamber body, water-cooled inner chamber parts made of stainless steel, with mating flanges for the lid. Outer furnace will be made out of mild steel.
- One (1) Port for the pumping unit
- Two (2) Ports for the high-current feed-through for the heaters
- One (1) Set of stainless steel protection plates. These protection steel plates are to be placed temporarily between hot zone and chamber wall during the bake-out procedures in order to collect condensable organic compounds and, by this, reduce contamination of the chamber.
- One (1) Port with feed through for TC measurement

3.2 Chamber lid

The lid carries the top heater- module. The lid, together with the top heaters, can be risen and swivelled aside to provide easy access to the moulds for loading / unloading and inspection of the heater.

The lid is double-walled for water cooling.

The inside walls are made out of stainless steel, the outside walls are made of mild steel.

Chamber Lid, mainly consisting of:

- One (1) Double-walled chamber lid, water-cooled inner chamber parts made from stainless steel, with mating flanges for the chamber. Outer furnace lid will be made of mild steel.
- Two (2) Ports for the high-current feed-through for the heater
- One (1) Set of standard ports measuring, auxiliary devices and instrumentation.

Remark:

The chamber lid is fixed on the process chamber by its weight. In case of unexpected overpressure inside the chamber the lid works as an overpressure release by lifting up for about 2 cm. The gases which leave the chamber in this case will be reflected towards the ground by a reflection plate fastened to the mating flange of the lid.

3.3 Segmented Top Heating System

The top heating is a graphite resistance heater. The heater system has good accessibility to ease maintenance and service work. Water-cooled high-current power pipes inside and cables outside the process chamber are provided for power transmission.

The thermal insulation is made of high-efficient graphite felt to reduce thermal losses and provide suitable vacuum properties.

The top heating system mainly consists of:

- One (1) Set of graphite heater with one combined thyristor controller
- One (1) Set of power cables extended from the vacuum feed-through to the output of the transformer.
- One (1) Set of copper pipe extended from the vacuum feed-through to the connection of the graphite heater
- One (1) Set of graphite insulation
- One (1) High-current transformer as power source for the graphite heater.
- One (1) SCR with continuously variable output power

3.4 Bottom Heating System

The bottom heating system is a graphite resistance heater and remains permanently installed in the process chamber. The heater insulation system has good accessibility to ease maintenance and service work.

Water-cooled high-current power pipes inside and cables outside the process chamber are provided for power transmission.

The thermal insulation is made of high-efficient graphite felt to reduce thermal loss and provide suitable vacuum properties.

Bottom Heating System, mainly consisting of:

- One (1) Set of graphite heater with combined controlled heating elements
- Two (2) Thermocouple to read the temperature from the hot zone resp. the cooling zone
- One (1) Set of high-efficiency graphite insulation for the entire heater
- One (1) Set of power cable extended from the vacuum feed-through to the output of the transformer.
- One (1) Set of copper pipe extended from the vacuum feed-through to the connection of the graphite heater
- One (1) High-current transformer as power source for the graphite heaters. The transformer is mounted in near proximity to the process chamber to minimise electrical losses in the supply line.
- One (1) SCR with continuously variable output power

3.5 Safety Features of the Plant

- One (1) Water detection system to detect safety relevant water leaks in order to monitor the system safety.
- One (1) Set of copper plates covering the furnace bottom to function as a heat sink in case of a crucible run out.
- One (1) Furnace chamber lid working as high cross-section pressure relief in case of pressure surge inside the chamber
- One (1) Ground-fault detection system in top and in bottom heater

3.6 Heat Extraction System

The heat extraction system consists of a movable insulation shutter for the crucible position, positioned above the water-cooled trap made of copper.

The bottom heater rods are positioned between the heat gate and the crucibles.

During the process cycles "Melt-In" and "Annealing", the heat gate is closed in order to minimise heat losses.

Heat Extraction System, mainly consisting of:

- One (1) Insulation shutters, horizontally movable
- One (1) Sets of vacuum feed-through for shutter movement
- One (1) Electric motor drive for the isolation shutters
- One (1) Heat sink, designed as a water-cooled copper construction

3.7 View Port

- One (1) Set of view ports, closed with blind flanges
- One (1) Pyrometer view port for installation of pyrometer and visible inspection of the melt.

3.8 Electric Operating and Control Equipment

Electric Operating and Control Equipment, mainly consisting of:

1. One (1) Control Cabinet

This control cabinet, made of metallic structure, free-standing, dust-proof, completely wired and equipped with all internal AC/DC supplies, contactors, relays, motor starters and fuses, except the parts directly connected to the furnace.

Control Cabinet, mainly consisting of:

- One (1) Thyristor controller for Top Heater with communication interface, connecting load approx. 110 kW
- One (1) Thyristor controller for Bottom Heater, with communication interface, connecting load approx. 80 kW
- One (1) PLC-control system (SIMATIC) consisting of central processor unit and digital/analogue in- and outputs. Software program includes standard interlocking for the protection of the operator and equipment.
- One (1) UPS to ensure the data saving in case electrical power supply fails. The UPS provides full power for the PC-System allowing to save actual data files and to restart the data acquisition after the network power will be available again.

The furnace is switched off due to any lack of cooling water failure and it is ensured that vacuum valves and pumps are correctly sequenced. The PLC is installed in the control cabinet.

2. Electrical Parts at the furnace

- One (1) Two-colour pyrometer including wiring and tubing to control the temperature in the centre of the crucible
- One (1) Two-colour pyrometer to control the temperature of the centre of the lower side of the support plate

Several Precision Support Thermocouples – for precise and reproducible placement of thermocouples for top- resp. bottom area, incl. prefabricated thermocouples and prefabricated insulating tubes.

3. Four (4) Central Control Stations each to operate a set of eighteen (18) furnaces

consisting of a sufficient number of operation interface screens to supervise a set of ten furnaces based on WINDOWS PC's.

The operator interface screens will display:

- All set points
- All actual values
- All important furnace conditions and interlocks
- All relevant process conditions
- All alarm signals
- Recipe handling and status
- Online and historical trends
- Data loggings

REMARK: Additional eight (8) furnaces will be installed in other workshops. They will be connected to the available central control station in this workshop area.

3.9 Gas Control

The gas control supplies process gas to the surface of the melt bath. The mass flow controller allows pre-programming and is variably controlled.

Gas Control, consisting of:

- One (1) Mass flow controller with variable control for process gas
- One (1) Pneumatically controlled backfill valve
- One (1) Pressure switch to monitor the supply line

Instrumentation is suitable to work with Ar.

3.10 Internal Cooling Water Distribution System

The cooling water distribution system will be pre-assembled, plumbed and tested in ALD's works.

Internal Cooling Water System, mainly consisting of:

- One (1) Water manifold for the supply and for the drain of cooling water.
- One (1) Set of throttles, valves, water flow relays

Water manifolds include interlock switches on critical circuits. The manifold is mounted onto one rig.

3.11 Compressed Air System

to supply compressed air to the pneumatically operated valves, mainly consisting of:

- One (1) Heavy duty filter, regulator and lubricator with gauge and drain
- One (1) Pressure switch to monitor the supply line
- One (1) Set of piping extended from the lubricator assembly to the pneumatically operated valves

3.12 Basic Engineering for Platforms and Steel Structure

- One (1) Basic engineering for steel structure and operators platforms

3.13 Painting

Chamber structural components and equipment racks are coated with rust- preventing primer and then finish-painted to ALD-standards.

Internal surfaces of vacuum chambers are grounded or shot-blasted using glass pearls.

Vacuum system components, such as pumps, valves, etc. have their standard original equipment finish.

Other standard component items from outside suppliers are supplied in their original standard factory finishes.

3.14 Vacuum System

The vacuum system evacuates the chamber and allows to reduce the oxygen content of the process chamber after loading the cold moulds and before starting a new heating sequence. Furthermore, it has to keep the required pressure constant during the process steps independent from the flow of inert gas to the moulds.

Vacuum System, mainly consisting of:

- One (1) Dry fore-pump approx. 70 m³/h
- One (1) Roots-pump approx. 500 m³/h
- One (1) Set of all necessary vacuum valves, pneumatically operated with position indicators.
- One (1) Pneumatically controlled vent valve
- One (1) Pneumatically controlled pressure control valve
- One (1) Set of vacuum piping
- One (1) Set of vacuum measuring and control instrumentation.

Gauging is provided at strategic locations to monitor the vacuum.

3.15 Documentation

Item of Documentation	Supply Date
Information for planning foundations and take-over points on Customer's site	6 weeks after contract effective date
Installation schedule	8 weeks after contract effective date
Tools list for installation and start-up	8 weeks after contract effective date
Connection diagram (electrical)	6 weeks prior to start of installation
Drawings, i.e.	At shipment of the furnace
· Overall system drawings	
· Schematic drawings	
· Drawings of assembling	
· Component modules	

- Wiring diagrams
- Documentation of standard components

Instruction manual

At commencement of supervision of installation of the plant

- Safety regulations
- Technical descriptions
- Operating instructions
- Maintenance instructions

"As built" documentation

8 weeks after formal acceptance

This documentation will be supplied on one (1) CD-ROM. The drawings and the wiring diagrams will be supplied — additionally to the CD-ROM — as one (1) copy in paper version.

4. SPARE PARTS

A preliminary list of spare parts is enclosed as Annex 3 to this quotation.

A detailed listing of spare parts will be prepared once scope of delivery has been completed. Lists of recommended spare parts for the initial operating period and actual production operations will be prepared. Within two weeks after receipt of the list, customer shall select spare parts up to the amount agreed upon in the contract.

5. COLD TESTS, AND HOT TESTS PRIOR TO DELIVERY

The Silicon Crystallisation Unit SCU 400 will be assembled and tested in one of ALD's installation shops prior to shipment.

The following tests 5.1 to 5.1.3 will be carried out for each set of SCU 400 furnaces.

Buyer can witness the testing period at one SCU 400 furnaces, to be delivered for the total set of furnaces, with a number of up to 5 persons at Seller's site (including one interpreter) for two weeks to be trained and to get familiar with the process of the SCU 400 furnace. Buyer will bear all costs for travel, daily allowances, accommodation, etc. for Buyers Personnel. Local transport will be arranged by Seller. Seller will provide free of charge meeting room, as well as the free use of telefax/telephone facilities for the Buyer personnel.

5.1 Pre-Test Conditions

The pre- acceptance test conditions includes:

5.1.1 Vacuum Test

of the clean, dry and empty chamber:

- Achieve ultimate vacuum $< 0,1$ mbar after 12 h pumping time

5.1.2 Leak Rate Test

Determine leak rate by using the "Pressure Rise Test" only for the clean, dry and empty chamber.

The target value is $\leq 8 * 10^{-2}$ mbar x Liter per second.

5.1.3 Heating Test

Heat-up to the maximum temperature of 1570°C in 3 h under vacuum.

6. INSTALLATION, COLD - HOT TESTS AND TRAINING AT CUSTOMERS SITE

Installation, cold tests, hot tests and site acceptance tests of the SCU 400 furnace system will be performed by Customer, working under the supervision of ALD personnel.

Personnel for installation, cold tests, hot tests and acceptance tests to be provided by Customer or an outside contractor to be appointed by Customer.

Customer's maintenance personnel will participate in installation works, performance of cold test, hot tests and acceptance tests in order to get the requisite knowledge of the system and its' maintenance and operation. Customer will provide specialists in crucible handling and operators during preparation of cold tests, hot tests and acceptance tests.

Customer will provide free of charge fully equipped office rooms, as well as the free use of E-mail/telefax/telephone facilities for the ALD supervisory personnel.

6.1 Training at Customer's Site

ALD is prepared to train Customer's operating- and maintenance personnel in the equipment according to their future duties and to acquaint the personnel with operation and maintenance of the equipment. Such training will be provided by the ALD supervisors, during colds tests and hot tests for the first SCU 400 furnace.

The following Customer's personnel should be present during the training:

Eight (8) mechanical engineers and eight (8) electrical engineers who have got the requisite knowledge at the system and its operation through their participation during installation, cold test and preparation of hot test.

A number of eight (8) process engineers should also be present during the testing.

During the training the following documents will be explained to Customer:

Instruction Manual

- Ø Safety regulations
- Ø Technical descriptions
- Ø Operating instructions
- Ø Maintenance instructions

ALD supervisors will explain:

- Ø the daily work
- Ø the respective drawings and documents for these jobs
- Ø the handling and procedures of various subassemblies and components
- Ø detailed explanations on all furnace controls and interlocks
- Ø detailed maintenance advice on the erected equipment
- Ø cold operating of the entire furnace modules to familiarise Customer's personnel
- Ø Preparation of test melts, crucible installation

Both parties will certify the performance and training results.

6.2 Supervision for a set of eighty (80) SCU 400 furnaces

Installation, cold, hot, and acceptance tests of the SCU 400 system will be performed under supervision of qualified ALD-personnel.

For this purpose, ALD will provide the following qualified personnel for a period of one hundred twenty (120) man-weeks:

- Ø mechanical Supervisor
- Ø electrical Supervisor
- Ø Process Engineer

Conditions

The above mentioned period is based on the assumption that the installation, commissioning and testing will be done consecutively and partly in parallel, will proceed without interruption and that the installation and commissioning personnel to be provided by Buyer or by any outside contractor to be appointed by Buyer are suitably qualified.

Delegation of the above mentioned ALD-personnel for periods in excess to above mentioned period will be made on the basis of our "General Conditions of Assembly, Maintenance and Repair", as well as against payment of daily/hourly rates and allowances according to the rates valid when the work will be performed.

The installation and testing of the equipment is only related to the Scope of Items to be purchased from Seller.

Customer's responsibilities include

- Ø Provision of all supervisory personnel plus all skilled and unskilled labor needed including all necessary tools
- Ø Supply of all equipment and consumables, such as cutting and welding gases, welding rods, compressed air, etc. needed for installation and initial operation
- Ø Provision/construction of all cranes, lifting mechanisms, etc. required.
- Ø Provision of all parts and services not mentioned in the scope of supply described before.

7. FINAL COMMISSIONING ACCEPTANCE TEST AT CUSTOMERS SITE

After mechanical completion on customer's site each SCU 400 furnace will again go through heat and vacuum and leak tests as for the pre-delivery tests, before cleared for crystallisation.

One (1) melting and crystallization test with PV grade silicon material will be carried out for final testing of the SCU 400 furnace. The cycle time for one ingot is approx: 50 hours. Ingot quality: crack free

The achieved test data will be collected and certified by both parties. The said compliance shall be documented by a formal acceptance protocol confirming ALD's fulfillment of its contractual obligations and Purchaser's formal acceptance of the system.

If the hot test and acceptance test runs are interrupted by reasons attributable to Customer (i.e. crucible, failure of water and energy etc.) ALD is not responsible for all arising costs and time delay and the respective test shall be deemed to be successfully completed.

Eventually arising minor defects which will have no effect toward the overall- functioning of the system, will not hinder the acceptance of the systems as described before. Such minor defects will be remedied by ALD within a period to be agreed upon, provided the defects are attributable to him.

In case one or more of the of the acceptance melt(s) could not be successfully completed due to Seller's fault, the previous successful acceptance melt(s) will be considered as accepted. Only the faulty melts will be repeated.

In case the faults are attributable to ALD, ALD will be only responsible for cost related to his supervising personnel and for the cost related to any necessary modification of the equipment delivered by ALD. If after the modification the performance data are not achieved, ALD proceeds to further modifications at ALD's cost.

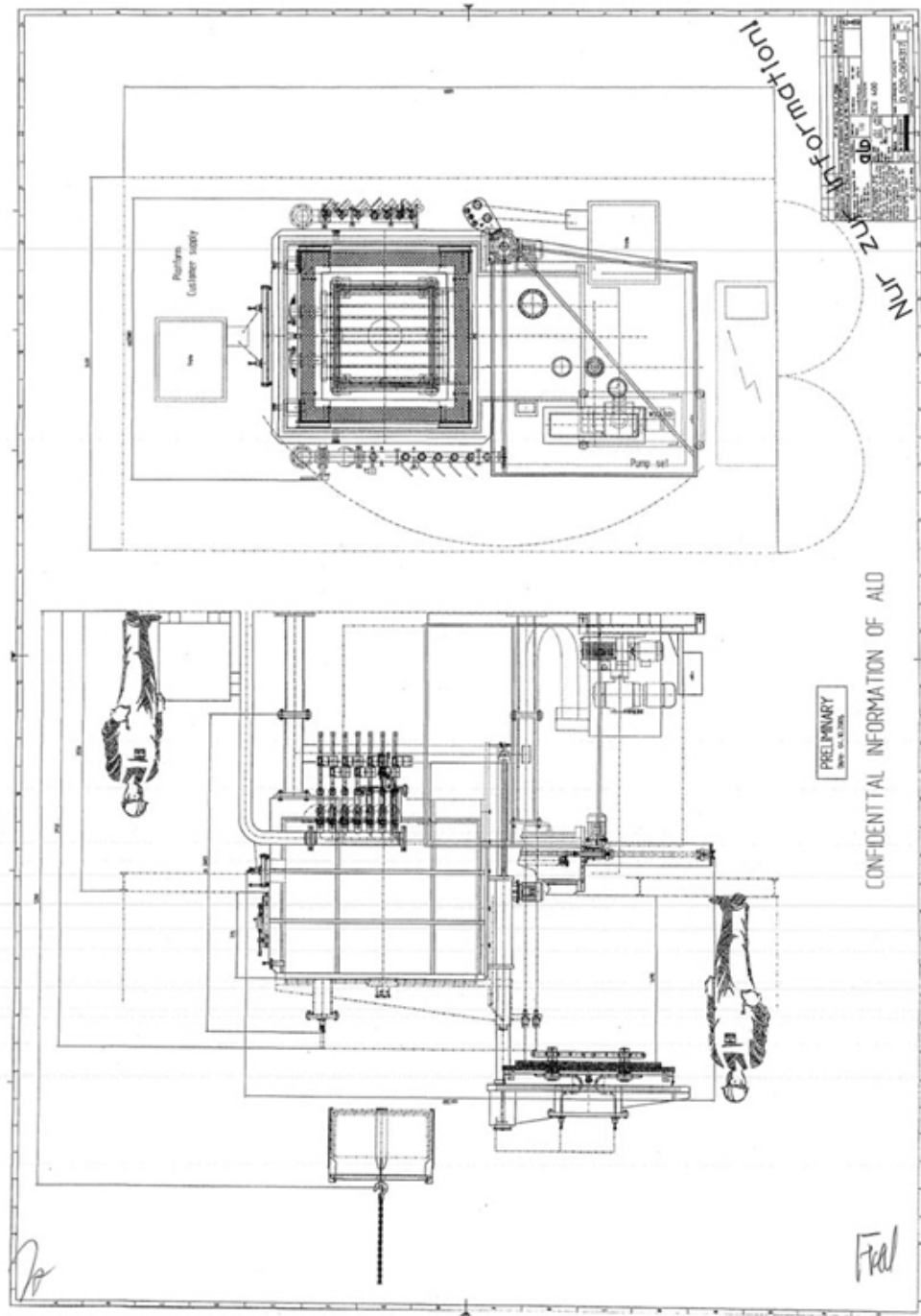
In case the acceptance procedure cannot be performed within four (4) months from date of FOB-shipment as described above due to reasons not attributable to ALD, or customer operates the furnace without signing the acceptance protocol, the equipment is deemed as accepted.

Cost for operating and testing the equipment during cold test, hot test acceptance melts and additional melts, i.e. power, operating media, Customer's operating personnel, crucibles, PV silicon grade charging material will be borne by Customer.

8. PURCHASER'S OBLIGATIONS

The following items / services shall not be construed as being included among the obligations of ALD, unless such shall be explicitly listed under the schedule of items and services to be provided by ALD:

- Ø Maintenance and operating personnel
- Ø Travel, accommodation, per diem allowances, and incidental costs of customer's personnel
- Ø Suitably dimensioned lockable office space for use by ALD's supervisory personnel
- Ø Sanitary installations for both, installation- and supervisory personnel
- Ø E-mail services during installation, cold tests, hot tests and acceptance tests
- Ø Cranes, lifting equipment, mounting fixtures, tools and for any items needed for unloading, transportation, or for installation of the system in Germany
- Ø Foundations and concrete work, including necessary engineering
- Ø Cable conduits in foundations
- Ø Control room
- Ø Cooling water- and cooling water-re-cooling system, an emergency cooling water system, including anti freeze protection
- Ø Compressed air supply, inclusive of any oil and water traps needed
- Ø Inert gas supply stations including main supply line needed for the Inert Gas system
- Ø Specified low-voltage supply lines including all necessary fusing/circuit breakers and connecting lines, in accordance with suggestions to be submitted by ALD
- Ø Vacuum pump exhaust lines
- Ø Scavenging pumps in pits, if needed
- Ø Building illumination
- Ø Fire extinguisher systems
- Ø Heating and ventilating the plant building
- Ø O2 warning devices for any pits that may be situated under the system
- Ø Coverings and railings needed for any pits that may exist
- Ø PV grade silicon raw materials for melting
- Ø Consumables and auxiliaries, such as crucibles/moulds, crucible/mould coating material, coated crucibles/moulds
- Ø Media needed for system operation at site, such as cooling water, electrical power, compressed air, and inert gases
- Ø Laboratory work and material analyses
- Ø All peripheral equipment
- Ø Utility supplies (inert gas, water, electrical power, compressed air etc.) to the connection point of each furnace.
- Ø Hardware for operators platform, steel structure and control room.



To:

Zhejiang Yuhui Solar Energy Source Co., Ltd (ReneSola)

ADDRESS.. NO.8 Baoqun Road Yaozhuang

Industrial Park, Jiashan Country, Zhejiang Province

314117 China

PERFORMANCE BOND NO.

We have been informed that our customer, ALD Vacuum Technologies GmbH, Wilhelm-Rohn Str. 35, D-63450 Hanau, hereinafter called the SELLER, and your goodselves - -hereinafter called BUYER -have entered into a contract concerning the supply of

Eighty (80) Silicon Crystallisation Units Type SCU 400 capable of Melting, Crystallising, Annealing and Cooling Down of Photovoltaic Grade Silicon Ingots, hereinafter called MACHINE(S),

in the total value of EUR.....for the MACHINE(S) plus Spare Parts amounting to €..... i.e. the total contract value is €.....

The Value of this partial shipment for MACHINES no..... to..... amounts to €..... (i.e. €..... per MACHINE)

In accordance with the payment conditions agreed upon, a payment amounting to % of the value of the partial shipment for the MACHINES i.e. EURwill be made by you to the SELLER against a guarantee in your favour, amounting to 5 % of the value of the partial shipment for the MACHINE(S) i.e. EUR

In consideration of the aforesaid, we..... , (Issuing Institute), hereby undertake to repay to you any sum you may claim from us but not exceeding the amount of EUR..... , -- within 30 days after receipt of your first demand in writing wherein you declare simultaneously that the SELLER failed to comply with obligations regarding Hie acceptance of tile MACHINE for reasons for which he is responsible. Any claim for payment under this guarantee has to be presented to us, together with this document, through a first-class bank which has to confirm to us the authenticity of the signature on your written demand.

It is a condition for claims and payment under this guarantee to be made that the payment in the sum of EUR..... (value of this partial shipment) has been received by (Name of the Bank) at the account..... without reserve in favour of the SELLER.

Our liability under this guarantee will expire pro rata acceptance of each MACHINE, to be proven by SELLER through presentation to us of copie(s) of individual acceptance protocols for each of the MACHINES or latest 4 months after the respective date of Bill of Lading. A copy of the Bill of Lading along with a copy of the respective invoice has to be presented to us by the SELLER which constitute sufficient proof for the pro rata expiration of the guarantee by us.

Our liability under this guarantee will expire automatically 4 months from the date of Bill of Lading latest however on Any claim under it must be received by us by that date.

This guarantee is to be returned to us as soon as it is no longer required, or its validity has expired whichever is earlier.

Signature of the issuing Institute



CONTRACT

Between

BP Solar International Inc.

and

Renesola Singapore Pte., Ltd.

for

Supply of Solar Wafers.

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SECTION 1
AGREEMENT
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SECTION 1

AGREEMENT

This Agreement (together with the documents attached hereto, hereinafter referred to as the "Contract") is made by and between:

BP Solar International Inc. with an office at 90 New Montgomery, Suite 1500, San Francisco, CA 94105 USA (hereinafter referred to as "**Party A**" or "**BP Solar**"), and

Renosola Singapore Pte., Ltd., whose registered office is at 48 Toh Guan RD. East, #02-103 Enterprise Hub, Singapore 609964 (hereinafter referred to as "**Party B**" or "**RENESOLA**").

Party A and **Party B** may sometimes individually be referred to as the "Party", or may collectively be referred to as the "Parties".

Each Party may also be referred to as "Buyer" or "Seller" based on different contexts:

a) In the supply of **silicon materials**, **Party A** will be referred to as "**Seller**"; while **Party B** will be referred to as "**Buyer**".

b) In the supply of **solar wafers**, **Party B** will be referred to as "**Seller**"; while **Party A** will be referred to as "**Buyer**".

WHEREAS, Party A desires to supply to **Party B** certain **silicon materials** for tolling into solar wafers, and

WHEREAS, Party B desires to supply to **Party A** certain **solar wafers** under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereto agree as follows:

1. CONTRACT TERM:

This Contract shall come into force on the date of Jan., 1ST, 2009, and shall remain in full force and effect until Dec., 31ST, 2009.

2. NAME OF COMMODITY:

The description of the materials (sometimes may be referred to as "Goods" or "Products") supplied under this Contract shall be defined in **Attachment-A**.

3. QUANTITY

The quantity of Goods supplied under this Contract is set in **Attachment-A**.

4. PRICE:

The prices for the Goods supplied under this Contract are specified in **Attachment-A**.

5. SHIPPING TERMS:

5.1 The Goods supplied under this Contract shall be shipped under the shipping terms as stipulated in **Attachment-A**.

5.2 The interpretation of the shipping terms selected shall be subject to Incoterms 2000.

6. SHIPPING SCHEDULE:

Unless otherwise instructed by Buyer, **Seller** shall prepare delivery in accordance with the Shipping Schedule as set in **Attachment-A**.

7. PAYMENT TERMS:

7.1 Payment shall be made via T/T within thirty (30) calendar days against each shipment after receiving the relevant commercial invoice, packing list and the shipping document (such as Air Waybill or B/L). This payment term is applicable for both Parties.

7.2 The relevant invoice shall indicate the quantity delivered, unit price, total amount, Purchase Order (PO) number, and other information as reasonably required by Buyer.

7.3 If Buyer disputes any invoice, in whole or in part, Buyer shall promptly notify Seller of the dispute and shall pay only the undisputed portion. Buyer and Seller shall endeavor to settle and adjust any disputed amount timely.

8. QUALITY & WARRANTY:

8.1 **Seller** warrants that the Goods supplied hereunder shall be of the quality set out in, conform to and perform in accordance with the **specifications** stipulated in **Attachment-B** or such other specifications as agreed in writing by the Parties.

8.2 Any deviation from or modification to the specifications shall be subject to the prior written approval of both Parties.

- 8.3 **Seller** warrants that the Goods supplied hereunder shall be free and clear of all claims and encumbrances and shall be produced and delivered in compliance with the terms and conditions of this Contract and any applicable laws.
- 8.4 Seller shall also provide the **specific warranty and certificates** (if any), as stipulated in **Attachment-B**.
- 8.5 **Seller** shall maintain a true, correct, and complete set of records pertaining to its performance of this Contract and all transactions related thereto to ensure reliable traceability for its Products supplied to Buyer. **Seller** further agrees to retain all such records for a period of at least two years after termination of the Contract. **Buyer** may audit any and all such records at any reasonable time during.
- 8.6 **Seller** shall develop and maintain appropriate quality management systems and procedures to ensure strict quality control and quality assurance throughout the whole production process.
- 8.7 **Both Parties** shall co-operate fully with each other in achieving the highest quality standard, and to ensure continuous improvement of quality.

9. INSPECTION:

- 9.1 **Seller** shall conduct pre-delivery inspection to ensure that the quality, specifications, quantity, packaging and requirements for safety are in compliance with the stipulations of the Contract and each PO.
- 9.2 **Buyer** shall have the right to conduct inspection of the Goods in Sellers facilities. **Seller** shall afford Buyer's representative every facility for such purposes, including access to Seller's facility at all reasonable times for audits.
- 9.3 **Buyer** shall conduct a preliminary inspection within **seven (7) working days** after the arrival of the Goods at the destination.

10. DEFECTS, DAMAGE & DISCREPANCY:

10.1 Notice of Defects:

- a) Goods will be considered "defective" if it fails to conform to the **specifications** as detailed in **Attachment-B**.
- b) In cases of **apparent defects**, Buyer shall use reasonable efforts to report in writing to Seller within **thirty (30)** days from the arrival date.

- c) In cases of **hidden (concealed) defects**, Buyer shall use reasonable effort to report in writing to Seller within **ninety (90)** days from the arrival date.

10.2 Remedy of Defects:

- a) In case any defects (either visible or concealed) to be found owing to Seller's fault, the Buyer shall have the right to reject the Goods, or to require Seller to repair or replace the Goods at Seller's expense, provided that claim is filed within the valid period as specified in this Contract.
- b) If Buyer opts to reject the defective Goods, Buyer shall return the Goods to Seller, and Seller shall immediately reimburse Buyer for the cost of return and the price paid by Buyer for the rejected Goods.

10.3 Claims for Damage/Loss:

Claims for damage/loss during transportation shall be handled in accordance with the applicable Shipping Terms.

10.4 Surplus/Shortage:

If discrepancy in quantity (surplus/shortage) is found on receipt, Buyer shall use reasonable effort to report in writing to Seller within **fourteen (14) working days** of arrival.

11. LATE DELIVERY:

- 11.1 Seller shall ensure that Goods will be delivered timely in accordance with the agreed shipping schedule.
- 11.2 If Seller materially delays or becomes aware of the likelihood of a material delay in delivery, Seller shall promptly notify Buyer in writing and provide Buyer with full particulars of the circumstances.
- 11.3 Buyer shall, at its sole discretion, advise Seller whether to cancel the relevant Purchase Order or extend the timing for delivery.

12. NOTICES

- 12.1 Any notice and communication to a Party required or permitted by this Contract shall be given in writing by mail, facsimile or e-mail.

- 12.2 Mail shall be addressed to a Party at its addresses set forth in the first page of this Contract or as amended as provided herein and shall be deemed to have been received 7 days after its posting.
- 12.3 Facsimiles or e-mail shall be deemed to have been received at the time of its successful transmission.
- 12.4 Either Party may at any time change its address for notice or communication by giving a written notice to the other Party.
- 12.5 Notices associated with each Purchase Order shall be sent to the BP Associate at the address to be specified by that BP Associate in the Purchase Order or otherwise in writing.

13. GOVERNING LAW

Regardless of the place of contracting, place of performance or otherwise, this Contract and all Purchase Orders thereto shall be governed by and construed in accordance with the laws of the **State of New York**, without regard to its conflict of laws rules.

14. ARBITRATION

Any controversy or claim arising out of or relating to this Contract and all Purchase Orders thereto, or the invalidity or breach thereof, which cannot be settled amicably, shall be submitted to arbitration in accordance with **the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules**.

The arbitration shall take place in **New York**.

The decision of the arbitrator(s) shall be final and binding upon both Parties.

15. ENTIRE CONTRACT

- 15.1 The above terms and conditions, together with the **General Terms and Conditions**, and other documents attached hereto, constitute the entire Contract between the Parties.
- 15.2 All previous understandings between the Parties either oral or written with regard to the subject matter of this Contract are hereby cancelled and are null and void.
- 15.3 In the event of a conflict among the terms and conditions herein, the Attachments hereto, and a Purchase Order, the documents shall take precedence according to the descending order shown below:
- The terms and conditions herein
 - The Attachments hereto
 - The Purchase Order

IN WITNESS WHEREOF, the Parties have caused this Contract to be duly executed, in two counterparts, as of the day first written above.

BP Solar International Inc.

Renesola Singapore Pte., Ltd.

(Party A)

(Party B)

Signature: /s/

Signature: /s/ Xianshou Li

Name:

Name:

Title: VP Global Operations

Title: CEO

Date: January 9, 2009

Date: January 19, 2009

Second Level Approval

Signature: /s/

Name:

Date:

Date:

SECTION 2
GENERAL TERMS AND CONDITIONS

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SECTION 2

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS:

- 1.1 **“Purchase Order”** means the purchase order (PO) either paper or electronic, with related attachments, issued by Buyer pursuant to this Contract.
- 1.2 **“BP Associates”** means the companies listed in **Attachment-C**.
- 1.3 **“ReneSola Associates”** means the companies listed in Attachment-D.

2. SCOPE OF APPLICATION:

- 2.1 This Contract shall apply to the PO issued by a Party (or any of its Associates) for purchase of the Goods from Seller.
- 2.2 Where such PO is issued by a Party (or by its Associates), the terms and conditions of this Contract shall be automatically applicable to the PO.
- 2.3 When an Associate issues a PO, the reference in this Contract to “Buyer” shall mean the Associate for purposes of such PO. The Associate shall have the same rights and obligations of the Buyer with respect to any purchases that the Associate makes by issuing a PO.
- 2.4 The Associate shall not have the ability to terminate this Contract; however, it may terminate any of its PO, provided that the Buyer shall make up any cancelled orders within the next monthly period.

3. SAFETY

- 3.1 For the purposes of this Clause, “safety” shall mean all matters relating to health, safety, security and environment; and all obligations of **each Party** shall include its sub-contractors, suppliers and its and their employees, servants and agents.
- 3.2 **Seller** shall provide to Buyer in writing such information as is necessary relating to the storage, use, maintenance, and disposal of the Goods, and relating to any risk to health and safety to which the inherent properties thereof may give rise and to any conditions necessary to ensure that the Goods will be safe and without risk to health and safety when they are being installed, used, cleaned, maintained, handled, processed, stored, transported, dismantled or disposed of.

3.3 **Each Party** shall comply with all applicable laws, regulations, policies, standards, directives and codes pertaining to Health, Safety, and Environment (HSE).

3.4 **Both Parties** shall co-operate fully with each other in achieving the highest possible standard of HSE.

4. ETHICAL BEHAVIOR

4.1 The Seller is aware that the Buyer's Business Policy prohibits the giving of any bribe or facilitation payment, and the Seller undertakes to comply with the Policy.

4.2 The Seller shall not make or cause to be made any payment, gift of money or anything of value, directly or indirectly to any person to influence a decision in a manner that is inconsistent with the Policy of conducting business fairly and ethically.

4.3 The Seller undertakes to notify Buyer immediately if it has knowledge of, or suspects, a breach of this Article.

4.4 **Party B** undertakes and agrees to act consistently with the **BP Code of Conduct** (which may be obtained from the BP Solar's Representative) in connection with performance of this Contract.

5. AMENDMENT AND TERMINATION

5.1 This Contract may be supplemented, amended, or modified only by the mutual agreement of the Parties.

5.2 Either Party shall have the right to suspend or terminate this Contract by notice without any compensation to the other Party if the other Party breaches any material and substantive obligation under this Contract and such breach shall not have been remedied within **15 days** after the non-breaching Party has given notice of the breach to the breaching Party.

5.3 In the event of the insolvency, dissolution, bankruptcy or cease of business for whatsoever reason of a Party, the other Party may without liability to the first Party arising there from immediately terminate this Contract and all then outstanding Purchase Orders by notice.

6. ASSIGNMENT

- 6.1 Seller may not sub-contract any part of this Contract or a Purchase Order without the prior written consent of Buyer.
- 6.2 Seller shall remain responsible for the performance of this Contract or a Purchase Order by its sub-contractors notwithstanding the consent of Buyer to the subcontracting.
- 6.3 Neither Party shall assign this Contract or a Purchase Order in whole or in part without the prior written consent of the other Party, except that each Party may assign such to its Associate.

7. WAIVER

The failure of either Party to require the performance of any terms of this Contract or the waiver by either Party of any breach of any terms of this Contract shall not prevent a subsequent enforcement of such terms, nor be deemed a waiver of any subsequent breach.

Any waiver shall be in writing signed by the Party providing the waiver.

8. SEVERABILITY

In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

9. FORCE MAJEURE

- 9.1 "Force Majeure" means any circumstances not foreseeable to and beyond the reasonable control of a Party, including but not limited to imposition of any new law, regulation or government policy, nationalization, expropriation, confiscation, riot, war, public disturbance, strikes, lockouts or any natural disaster such as fire, flood, earthquake and storm.
- 9.2 Neither Party shall be liable for non-performance of its obligations under the Contract to the extent such non-performance is prevented by Force Majeure.
- 9.3 The affected Party shall notify the other Party as soon as reasonably practicable after the occurrence of the Force Majeure event and shall use all reasonable efforts to mitigate the effects of the Force Majeure on it. The affected Party shall give prompt notice to the other Party when it is able to resume performance of its obligations.

- 9.4 If a Party is unable to perform an obligation under this Contract due to an event of Force Majeure for a period of six months or more, either Party may immediately terminate this Contract by notice to the other Party prior to the resumption of the performance of the obligation without any claims against the other Party arising from such termination.

10. INDEMNITY

- 10.1 Seller shall indemnify and hold Buyer harmless from and against all claims, liabilities, damages, losses, costs and expenses (including legal fees) pertaining to infringement or alleged infringement of any patent, registered design, trade mark, service-mark, copyright or other intellectual property rights which arise from the Goods supplied hereunder or any use or resale by Buyer of such Goods.
- 10.2 Each party (“the indemnitor”) shall indemnify and hold the other Party (“the indemnitee”) harmless from and against all liabilities for death, illness or injury to any personnel or for loss or damage to any property and against all claims and proceedings resulting there from to the extent that such loss, damage, death, illness or injury is attributable to the willful misconduct, negligence or breach of contract of the first mentioned Party, its employees or agents.

11. INTELLECTUAL PROPERTY

- 11.1 The intellectual property of the design, drawings, and other technical data provided by Buyer shall belong to Buyer.
- 11.2 If Seller and Buyer do any joint development work with respect to the Goods, Seller and Buyer shall jointly own any inventions, improvements or discoveries which they jointly developed.
- 11.3 Other than to the extent necessary for Buyer and its resellers, and its and their customers to use, sell and otherwise dispose of the Goods itself, Buyer hereby acknowledges that nothing herein contained shall be construed as granting or transferring any Seller’s Intellectual Property Rights.
- 11.4 Except as otherwise expressly set forth herein, nothing contained herein shall be construed as granting or transferring any of Buyer’s Intellectual Property Rights to Seller, and no transfer or grant of such Intellectual Property Rights is to be implied.

12. CONFIDENTIALITY

- 12.1 All information obtained by a Party (the “Receiving Party”) from the other Party (the “Disclosing Party”) in connection with this Contract or the supply of Goods under this Contract shall be deemed to be confidential information and shall not be used by the Receiving Party except in the performance of this Contract and shall not be disclosed by it, its employees or agents to any third party without the prior written consent of the Disclosing Party.

- 12.2 The obligations under this Clause shall continue five (5) years after the expiration or termination of this Contract.
- 12.3 The provisions of this Clause shall not prevent any Party from disclosing the existence of the Contract or any relevant matter relating thereto or arising in consequence hereof to any Governmental or regulatory body in compliance with any legal obligation to which that Party may from time to time be subject.
- 12.4 Upon the request of the Disclosing Party, all confidential information in the possession of the Receiving Party, including all copies and software containing it, shall be returned to the Disclosing Party or, as instructed by the Disclosing Party, be destroyed.
- 12.5 Notwithstanding the provisions in this Clause, each Party may at any time disclose the confidential information to its Associates.
- 12.6 Neither Party shall, without the prior written consent of the other Party, make any public or general announcement regarding the Contract or any Purchase Order whether orally or in writing.

13. TITLE AND RISK

Unless otherwise mutually agreed in writing, title to the Goods and risk of loss shall be governed by and interpreted in accordance with the applicable trade term (shipping term) as defined in INCOTERMS 2000.

14. TAXES AND DUTIES

Unless otherwise stated in the Contract, the obligations and responsibilities for paying customs duties, tariffs, import taxes, export taxes shall be governed by and interpreted in accordance with the applicable trade term (shipping term) as defined in INCOTERMS 2000.

15. USE OF TRADEMARK

Each Party shall not use the other party's Logo or Trademark for any purpose without prior specific permission from the owner of the Logo (or Trademark).

16. PURCHASING PROCESS

- 16.1 Buyer may provide regular **Purchase Plan** to Seller based on the actual demand and in accordance with the Shipping Schedule of this Contract. The Purchase Plan needs to be confirmed by Seller.
- 16.2 Seller shall prepare delivery based on the confirmed Purchase Plan.
- 16.3 Seller shall issue Notice of Delivery (in the format of Proforma Invoice) to Buyer before the scheduled shipping date.
- 16.4 After receipt of Seller's Proforma Invoice, Buyer shall issue Purchase Orders (PO) to Seller.
- 16.5 Such PO shall indicate the actual Quantity to be delivered, the Port Name of Shipping Destination, and the actual required Shipping Time.

17. PACKING AND MARKING:

- 17.1 Goods have to be packed in such a manner to prevent damage to the product during transportation.
 - 17.2 It is the Seller's responsibility to ensure the adequacy of the packing used.
 - 17.3 All individual boxes should be clearly labeled in English with:
 - a) Description of the product;
 - b) PO number;
 - c) Supplier name;
 - d) Quantity in each box; and
 - e) Other data that may be required by Buyer.
-

ATTACHMENT-A

COMMODITY, QUANTITY, PRICE & SCHEDULE

1. Materials Provided by BP Solar:

During the term of this agreement, BP Solar plans to supply the following materials to RENESOLA in accordance to the following estimated schedule and at the price not to exceed the following schedule. RENESOLA agrees to make capacity available to support the BP Solar forecast.

<u>Commodity</u>	<u>Unit Price (not to exceed)</u>	<u>Estimated Annual Forecast</u>	<u>Estimated Shipping Schedule</u>
Polysilicon	US\$[****]*/kg	728 tons / year (for 2009)	· Q1: 206 MT · Q2: 183 MT · Q3: 226 MT · Q4: 113 MT

BP Solar shall have the right to reduce the above quantity at any time if RENESOLA fails to fulfill its obligations under the Contract.

BP Solar shall have the right to increase, decrease, suspend or cancel the material supply as forecasted above without penalty with 30 days prior written notice.

2. Wafers Supplied by RENESOLA:

For the polysilicon provided by BP Solar during the term of this agreement, Renesola shall supply wafers to BP Solar at pricing not to exceed the following schedule:

a). Primary Schedule:

<u>Wafer Types</u>	<u>Multiplier Ratio</u>	<u>Unit Price (US\$/pc) (not to exceed)</u>
Mono125mmx125mm (180um)	1 kg: 70 pcs	[****]*
Multi156mmx156mm (180um)	1 kg: 53 pcs	[****]*

* This portion has been omitted and filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934.

b).Optional Schedule:

Wafer Types	Multiplier Ratio	Unit Price (US\$/pc) (not to exceed)
Mono125mmx125mm (180um)	1 kg:52 pcs	[****]*
Mono125mmx125mm (200um)	1 kg:52 pcs	[****]*
Mono125mmx125mm (200um)	1 kg:85 pcs	[****]*
Multi156mmx156mm (180um)	1 kg:33 pcs	[****]*
Multi156mmx156mm (200um)	1 kg:33 pcs	[****]*
Multi156mmx156mm (200um)	1 kg:70 pcs	[****]*

BP Solar shall have the right to select the **Wafer Types** and **Multiplier Ratios** in its **Quarterly Purchase Forecast**. BP Solar reserves the right to change the Quarterly Purchase Forecast without penalty with 30 days prior written notice.

The actual quantity of each Wafer Type will be specified in each PO issued by BP Solar.

RENESOLA shall use reasonable endeavors to ensure the most competitive wafer prices.

Both parties agree to the prices described in primary schedule above for Q1 2009.

The Parties shall review and adjust pricing each quarter to ensure that the pricing applied remains the most competitive in the following quarter. The price adjustment shall be completed a week prior to the beginning of a new quarter.

3. Solar Wafers Lead Time:

Unless otherwise instructed, for the silicon materials provided by BP Solar according to the schedule described in article 1 of this attachment-A, RENESOLA shall supply the solar wafers to BP Solar in accordance with the following schedule:

- a) The 1st delivery shall be made within 2 weeks from the date after receipt of silicon materials provided by BP Solar.

All wafers deliveries shall be completed within 5 weeks from the date after receipt of silicon materials provided by BP Solar.

4. Shipping Term:

Both polysilicon and wafers will be shipped under **EXW**.

* This portion has been omitted and filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934.

SPECIFICATION

1. Silicon Material Specifications:

POLYSILICON SPECIFICATION & DESCRIPTION

PRODUCT CODE: HSC DMS Solar Grade Chunks

1. Description

Medium to extra large solar-grade polysilicon chunks made from dedicated reactor runs. Chunks may include rough surface (sometimes referred to as "popcorn" surface) and re-crystallized sections of U-rods. No carbon ends (graphite electrodes) are included. Breaking into chunks and packaging are performed in non-clean room environment, but care is taken to minimize introduction of surface contamination during the breaking/packaging processes.

2. Bulk & Surface Impurity Specifications

Boron	≤ 0.20 ppba*
Donor	≤ 0.90 ppba*
Carbon	≤ 1.00 ppm*
Total Bulk Metals (Fe, Cu, Ni, & Cr)	≤ 30.00 ppba*
Total Surface Metals (Fe, Zn, & Na)	≤ 30.00 ppba*

**Measured and reported on audit basis.*

3. Size Specification

<250 mm (≥90% by weight in the range of 25 – 230 mm)

4. Certification

Warranty only. No analytical values by batch available.

5. Package

Bulk package in a fiber pack with a clean liner. Approx. 150 kg (net) per fiber pack. Shipping Unit: Four fiber packs on a wood pallet (approx. 600 kg per pallet)

2. Wafer Specifications:

a) Mono125 Wafers Specifications:

Product	Monocrystalline Silicon Wafer
Conductivity Type	P-type
Dopant Species	Boron
Base Area	125.0mm X 125.0mm ±0.5mm
Diameter	150.0mm ±0.5 mm
Thickness	180µm±20µm; 200µm±20µm;
TTV	≤40µm
Crystallinity	Crucible-Pulled(CZ) single with no dislocation
Resistivity	0.5-3Ω·cm
Orientation	□100□±1 degree
Carbon concentration	≤ 5x10 ¹⁷ at/cm ³
Oxygen concentration	≤ 1x10 ¹⁸ at/cm ³
Life time	□8µs
Edge defect/ Chips	Not allowed
Saw marks	Depth<15 µm (No visible saw mark with naked eyes)
Crack and Pin holes	No cracks and Pin holes should be visible with naked eyes.
Wafer surface	As cut and cleaned. No stains visible with the naked eye
Taper	≤30 µm
Bow	≤50µm

BP Solar and RENESOLA agree to review and amend the above wafer specifications prior to the end of the first Quarter of 2009.

b) Multi 156 Wafers Specifications:

Product	Multicrystalline Silicon Wafer
Conductivity Type	P-type
Base Area	156.0mm X 156.0mm ±0.5mm
Diameter	219.2mm ±0.5 mm
Thickness	180µm±20µm; 200µm±20µm;
TTV	≤30µm
Resistivity	0.8-3Ω·cm
Dopant Species	Boron
Carbon concentration	≤ 9*10 ¹⁷ at/cm ³
Oxygen concentration	≤ 8*10 ¹⁷ at/cm ³
Life time	≥2µs
Wafer surface	As-cut and cleaned. No grease stains and pin holes
Warping	≤75µm(Thickness: 180µm±20µm) ≤50µm(Thickness: 200µm±20µm)
Corner Angle	90 ±0.5 degree
Edge Chips	Length≤1.0mm,Depth<0.5mm
Edge Cracks	Not allowed
Saw marks	Depth≤20 µm
Pin holes	No visible Pin holes with naked eyes.

BP Solar and RENESOLA agree to review and amend the above wafer specifications prior to the end of the First Quarter of 2009.

ATTACHMENT-C

BP Associates

Country	Name	Address
Australia:	BP Solar Pty Limited	2 Australia Avenue Sydney Olympic Park NSW 2127 Australia
USA:	BP Solar International, Inc.	630 Solarex Court Frederick, MD 21703 USA
India	Tata BP Solar India Limited	78 Electronic City, Hosur Road, Bangalore – 560 100 India
Spain	BP Solar España, S.A.U.	Polígono Industrial Tres Cantos, Zona Oeste s/n 28760 Tres Cantos (Madrid) Spain
China	BP Sun Oasis (Prime) Co.,Ltd.	Plant 5, The Export & Processing Zone, Fengcheng 12Rd., Xi'an 710016 China
Hong Kong	Solarex Electric Ltd.	Flat 1138, Block D Wah Lok Ind. Centre, 31 Shan Mei Street, Fotan, Shatin Hong Kong

BP may add additional parties as BP Associates at its sole discretion through advance written notice to Party B.

ATTACHMENT-D

ReneSola Associates

Country	Name	Address
China	Zhejiang Yuhui Solar Energy Source Co., Ltd	No.8 Baoqun Road, Yaozhuang Industrial Park, Jiashan County, Zhejiang Province, 314117, PRC

ReneSola may add additional parties as ReneSola's Associates at its sole discretion through advance written notice to Party A.

**Certification by the Chief Executive Officer
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Xianshou Li, certify that:

1. I have reviewed this annual report on Form 20-F of ReneSola Ltd (the "Company"), as amended by Amendment No. 1 to Form 20-F;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the periods presented in this report;
4. The Company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Company and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the Company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the Company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting; and
5. The Company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Company's auditors and the audit committee of the Company's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting.

Date: July 14, 2009

By: /s/ Xianshou Li

Name: Xianshou Li

Title: Chief Executive Officer

**Certification by the Chief Financial Officer
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Charles Xiaoshu Bai, certify that:

1. I have reviewed this annual report on Form 20-F of ReneSola Ltd (the "Company"), as amended by Amendment No. 1 to Form 20-F;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the periods presented in this report;

4. The Company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rule 13a-15(f) and 15d-15(f)) for the Company and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the Company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the Company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting; and

5. The Company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Company's auditors and the audit committee of the Company's board of directors (or persons performing the equivalent function):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting.

Date: July 14, 2009

By: /s/ Charles Xiaoshu Bai
Name: Charles Xiaoshu Bai
Title: Chief Financial Officer

**CERTIFICATION BY THE CHIEF EXECUTIVE OFFICER PURSUANT TO SECTION 906 OF THE
SARBANES-OXLEY ACT OF 2002**

In connection with the annual report of ReneSola Ltd (the "Company") on Form 20-F for the year ended December 31, 2008 initially filed with the Securities and Exchange Commission on June 10, 2009, as amended by Amendment No. 1 to Form 20-F filed on the date hereof (the "Report"), I, Xianshou Li, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: July 14, 2009

By: /s/ Xianshou Li

Name: Xianshou Li

Title: Chief Executive Officer

**CERTIFICATION BY THE CHIEF FINANCIAL OFFICER PURSUANT TO SECTION 906 OF THE
SARBANES-OXLEY ACT OF 2002**

In connection with the annual report of ReneSola Ltd (the "Company") on Form 20-F for the year ended December 31, 2008 initially filed with the Securities and Exchange Commission on June 10, 2009, as amended by Amendment No. 1 to Form 20-F filed on the date hereof (the "Report"), I, Charles Xiaoshu Bai, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: July 14, 2009

By: /s/ Charles Xiaoshu Bai

Name: Charles Xiaoshu Bai

Title: Chief Financial Officer
