

---

---

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

---

**FORM 6-K**

---

**REPORT OF FOREIGN PRIVATE ISSUER  
PURSUANT TO RULE 13a-16 OR 15d-16 UNDER  
THE SECURITIES EXCHANGE ACT OF 1934**

**For the month of January 2023**

**Commission File Number: 001-33911**

---

**RENESOLA LTD**

---

**100 First Stamford Place, Suite 302  
Stamford CT 06902**

**U.S.A.**

(Address of principal executive offices)

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F.

Form 20-F  Form 40-F

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1):

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7):

---

---

---

## Exhibit Index

<b>Exhibit No.</b>	<b>Description</b>
<a href="#">Exhibit 10.1</a>	<a href="#">Securities Repurchase Agreement</a>
<a href="#">Exhibit 99.1</a>	<a href="#">Press Release</a>

---

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

RENESOLA LTD

By: /s/ Ke Chen

Name: Ke Chen

Title: Chief Financial Officer

Date: January 4, 2023

---

## SECURITIES REPURCHASE AGREEMENT

This SECURITIES REPURCHASE AGREEMENT (this "Agreement"), dated as of January 4, 2023, is entered into by and among ReneSola Singapore Pte. Ltd., an exempt private company limited by shares incorporated with limited liability under the laws of Singapore (the "Seller") and ReneSola Ltd, a British Virgin Islands company (the "Company"), together with the Seller, the "Parties" and each, a "Party").

## WITNESSETH:

WHEREAS, as of the date hereof, the Seller owns, beneficially and legally of record, 5,050,000 ADSs, in the Company;

WHEREAS, the Seller desires to sell, convey, transfer and assign to the Company, and the Company desires to repurchase, acquire and accept from the Seller, an aggregate of 3,000,000 ADSs owned by the Seller as of the date hereof (the "Repurchased ADSs"), upon the terms and subject to the conditions set forth herein; and

WHEREAS, certain terms used in this Agreement are defined in Section 1.1.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto hereby covenant and agree as follows:

**ARTICLE I**  
**DEFINITIONS**

**Section 1.1**      **Certain Definitions**. For purposes of this Agreement, the following terms shall have the meanings specified in this Section 1.1:

"ADSs" means American Depositary Shares, each representing ten shares with no par value per share of the Company.

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and, for purposes of this definition, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by Contract, as trustee or executor, or otherwise; and for the purposes of this Agreement, Affiliate of the Seller shall also include Mr. Li, each of the relatives (including brother-in-laws and nephews) family members of Mr. Li.

"Business Day" means any weekday that the banks in the British Virgin Islands, Singapore, the Hong Kong S.A.R., the People's Republic of China, and the United States of America are generally open for business.

---

“Confidential Information” means any and all information, in any form or medium, written or oral, concerning or relating to the Company or its subsidiaries (whether prepared by the Company, its subsidiaries, representatives or otherwise, and irrespective of the form or means of communication and whether it is labeled or otherwise identified as confidential), including all oral and written information relating to financial statements, projections, evaluations, plans, programs, customers, suppliers, facilities, equipment and other assets, products, processes, manufacturing, marketing, research and development, trade secrets, know-how, patent applications that have not been published, technology and other confidential information and intellectual property of the Company or its subsidiaries. In addition, “Confidential Information” shall be deemed to include all notes, analyses, studies, interpretations, memoranda and other documents, material or reports (in any form or medium) prepared by or on behalf of the Seller or its Affiliates or their respective representatives that contain, reflect or are based upon, in whole or part, the information of the Company or its subsidiaries.

“Contract” means any written servicing agreement, management agreement, remarketing agreement, support services agreement, purchase agreement, loan agreement, indenture, letter of credit (including related letter of credit applications and reimbursement obligations), mortgage, security agreement, pledge agreement, deed of trust, bond, note, guarantee, surety obligation, warranty agreement, license, franchise agreement, power of attorney, purchase order, sales order, lease or endorsement agreement, and any other written agreement, contract, instrument, obligation, plan, offer, commitment, arrangement or understanding to which a Person is a party or by which any of its properties or assets may be bound or affected, in each case as amended, supplemented, waived or otherwise modified.

“Governmental Body” means any government or governmental, quasi-governmental or regulatory body thereof, or political subdivision thereof, whether foreign, federal, state, or local, or any agency, board, bureau, instrumentality or authority thereof, or any court, arbitrator, tribunal or other public body, including any tax authority, foreign exchange administration and securities regulatory commission.

“Law” means any federal, state, local or foreign law, statute, code, ordinance, rule or regulation having the force of law, declaration or agency requirement.

“Liability” means any debt, liability, commitment, obligation, demand or assessment of any kind, whether fixed, contingent or absolute, matured or unmatured, liquidated or unliquidated, accrued or not accrued, asserted or not asserted, known or unknown, determined, determinable or otherwise, whenever or however arising (including, whether arising out of any Contract or tort based on negligence or strict liability).

“Lien” means any lien, pledge, mortgage, security interest, charge, claim, lease, option, easement, servitude, right of first refusal, right of first offer or other restrictive covenant or agreement, voting trust or agreement, transfer restriction (other than transfer restrictions arising under applicable federal, state or foreign statutory Laws) or other similar restriction or encumbrance.

“Loss” means any and all claims, causes of action, actions, proceedings, suits, judgments, Liens, executions, including reasonable costs, expenses, losses or liabilities incurred by an indemnified person in defending (whether successfully or otherwise) any civil proceedings in any court or before any Governmental Body.

“Mr. Li” means Mr. Li Xianshou, the sole shareholder of the Seller.

“NYSE” means the New York Stock Exchange.

“Order” means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of a Governmental Body.

“Organizational Documents” means: (i) with respect to any corporation, its articles or certificate of incorporation and by-laws, (ii) with respect to any limited liability company, the limited liability company or operating agreement and articles of organization or articles or certificate of formation of a limited liability company and (iii) with respect to any other type of entity, its organizational or constituent documents.

---

“Permits” means any approvals, authorizations, consents, licenses, permits, clearances, qualifications or certificates of a Governmental Body or self-regulatory organization.

“Person” means any individual, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Body or other entity.

“PRC” means the People’s Republic of China.

**Section 1.2** Terms Defined Elsewhere in this Agreement. For purposes of this Agreement, the following terms have meanings set forth in the Sections indicated:

<b>Term</b>	<b>Section</b>
Agreement	Preamble
Closing	3.1
Closing Date	3.1
Company	Preamble
Company Documents	5.2
Company Released Matter	6.3
Exchange Act	5.3
HKIAC	7.5
HKIAC Rules	7.5
Party or Parties	Preamble
Repurchase Amount	2.1
Seller	Preamble
Seller Documents	4.2
Seller Released Matter	6.2

**Section 1.3** Other Definitional and Interpretive Matters. Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

(a) Dollars. Any reference in this Agreement to US\$ shall mean United States dollars.

(b) Schedules. All Schedules attached hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Disclosure of any item in a Schedule shall be deemed to be disclosure made with respect to each other Schedule to which the relevance of such disclosure is readily apparent on its face. Disclosure of any item on any Schedule shall not constitute an admission or indication that such item or matter is material or would have a material adverse effect on the ability of the Seller to perform its obligations under this Agreement or to consummate the transactions hereby. No disclosure on a Schedule relating to a possible breach or violation of any Contract, Law, Permit or Order shall be construed as an admission or indication that a breach or violation exists or has actually occurred. Any capitalized terms used in any Schedule, but not otherwise defined therein, shall be defined as set forth in this Agreement.

(c) Gender and Number. Any reference in this Agreement to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa.

---

(d) **Headings and Captions.** The division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. All references in this Agreement to any “Section” or “Article” are to the corresponding Section or Article of this Agreement unless otherwise specified.

(e) **Herein.** The words such as “herein,” “hereinafter,” “hereof,” and “hereunder” refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

(f) **Including.** The word “including” or any variation thereof means (unless the context of its usage otherwise requires) “including, without limitation” and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(g) **Documents.** References to any Contract or other document, including this Agreement, include references to such Contract or document as it may be amended, supplemented, replaced or restated from time to time in accordance with its terms and subject to compliance with any applicable restrictions or requirements set forth therein.

(h) **Interpretation.** The parties hereto have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

## ARTICLE II REPURCHASE AND SALE; REPURCHASE AMOUNT

**Section 2.1** **Repurchase and Sale of the Repurchased ADSs.** At the Closing, on the terms and subject to the conditions set forth in this Agreement, the Seller shall sell, convey, transfer and assign to the Company, and the Company shall repurchase, acquire and accept from the Seller, all of the Seller’s legal and beneficial right, title and interest in and to the Repurchased ADSs at the per ADS price of US\$4.40, for an aggregate repurchase price of US\$13,200,000.00 (the “Repurchase Amount”).

**Section 2.2** **Payment of the Repurchase Amount.** At the Closing, the Company shall pay to the Seller an aggregate cash amount equal to the Repurchase Amount by wire transfer of immediately available funds to the account or accounts designated by the Seller.

## ARTICLE III CLOSING; TERMINATION

**Section 3.1** **Closing Date.** The consummation of the purchase and sale of the Repurchased ADSs as provided in Article II (the “Closing”) shall take place remotely (or at such other place as the parties hereto may designate) within three (3) Business Days after exchange of documents required in Section 3.2 and Section 3.3, unless another time, date or place is agreed to by the parties hereto (the “Closing Date”).

**Section 3.2** **Deliveries by the Company.** At the Closing, the Company shall deliver, or caused to be delivered, to the Seller the following:

---

(a) evidence that the Repurchase Amount has been paid to the Seller (in the form of MT103 or other bank wiring screenshot) in accordance with Section 2.2;

(b) an executed closing certificate issued by a director of the Company certifying that (i) the representations and warranties of the Company set forth in Article V are true and correct in all respects as of the hereof and as of the Closing Date, and (ii) no provision of any applicable Law or order from any Governmental Body is in effect prohibiting the consummation of the transactions contemplated hereby and there is no pending legal proceeding by any Governmental Body which would reasonably be expected to result in the issuance of any such order; and

(c) such other documents and instruments necessary to consummate the transactions contemplated by this Agreement upon the terms and conditions set forth in this Agreement, all of which shall be in form and substance reasonably satisfactory to the Seller.

**Section 3.3** Deliveries by the Seller. At the Closing, the Seller shall, against the deliveries by the Company under Section 3.2, deliver, or cause to be delivered, to the Company the following:

(a) executed Board resolutions and shareholder's resolutions of the Seller approving the transactions contemplated under this Agreement;

(b) one or more receipts acknowledging payment of the Repurchase Amount by the Company;

(c) all of the Repurchased ADSs to be repurchased and sold at the Closing by causing Seller's transfer agent and/or broker to, transfer and deliver the Repurchased ADSs to the Company;

(d) an executed closing certificate issued by a director of the Seller certifying that (i) the representations and warranties of the Seller set forth in Article IV are true and correct in all respects as of the hereof and as of the Closing Date, and (ii) no provision of any applicable Law or order from any Governmental Body is in effect prohibiting the consummation of the transactions contemplated hereby and there is no pending legal proceeding by any Governmental Body which would reasonably be expected to result in the issuance of any such order;

(e) such other documents and instruments necessary to consummate the transactions contemplated by this Agreement upon the terms and conditions set forth in this Agreement, all of which shall be in form and substance reasonably satisfactory to the Company.

**Section 3.4** Termination(a). This Agreement may be terminated by either the Company or the Seller by delivering a written notice to the other Party pursuant to Section 7.6 at any time prior to the Closing if the Closing shall not have been consummated on or before 11:59 p.m. (Hong Kong time) on the fourth (4th) Business Day after the date hereof, or such later date as mutually agreed by the Parties hereto; provided that the right to terminate this Agreement pursuant to this Section 3.4 shall not be available to any Party whose failure to fulfill any of its obligations under this Agreement has been a cause of, or resulted in, the failure to consummate the Closing by such date. For the avoidance of doubt, neither the Company nor the Seller may terminate this agreement after the Closing without the written consent of the other Party.

---



**ARTICLE IV**  
**REPRESENTATIONS AND WARRANTIES OF THE SELLER**

The Seller represents and warrants to the Company as of the date hereof and as of the Closing Date as follows:

**Section 4.1**      **Organization and Good Standing.** The Seller is duly incorporated, validly existing and in good standing under the Laws of Singapore. The Seller is duly qualified or authorized to conduct its business and is in good standing under the Laws of each jurisdiction where such qualification is required.

**Section 4.2**      **Authorization and Enforceability of Agreement.** The Seller has the full legal right and all requisite power and authority to execute and deliver this Agreement and each Contract, document or certificate contemplated by this Agreement or to be executed and delivered in connection with the consummation of the transactions contemplated by this Agreement (the “**Seller Documents**”) and to consummate the transactions contemplated hereby and thereby. The execution and delivery by the Seller of this Agreement and the Seller Documents, and the consummation of the transactions contemplated hereby and thereby, have been duly authorized by all requisite action on the part of the Seller and no additional corporate or shareholder authorization or consent is or will be required in connection with the execution, delivery and performance by the Seller of this Agreement or the Seller Documents or the consummation of the transactions contemplated hereby and thereby. This Agreement and each of the Seller Documents have been duly executed and delivered by the Seller, and (assuming the due authorization, execution and delivery by the other parties hereto and thereto) this Agreement and the Seller Documents constitute valid and binding obligations of the Seller, enforceable against the Seller in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws affecting creditors’ rights and remedies generally, and to general principles of equity.

**Section 4.3**      **Ownership of the Repurchased ADSs.**

(a)              The Seller is and shall be on the Closing Date the sole record and beneficial owner and holder of, and has good and valid title to, the Repurchased ADSs free and clear of any Liens (other than Liens in favor of the Company or created by or on behalf of the Company). The sale and delivery of the Repurchased ADSs as contemplated by this Agreement are not subject to any preemptive right, right of first refusal or other right or restriction, and neither the Seller nor Mr. Li is a party to any voting trust, proxy or other Contract with respect to the voting or transfer of the Repurchased ADSs. Upon the delivery of the Repurchased ADSs pursuant to **Section 2.1**, the Company will acquire good and valid title to the Repurchased ADSs free and clear of any Liens (other than Liens in favor of the Company or created by or on behalf of the Company).

(b)              Mr. Li is the sole record and beneficial owner and holder of, and has good and valid title to, all shares in the Seller free and clear of any Liens. Mr. Li is not a party to any voting trust, proxy or other Contract with respect to the voting or transfer of shares in the Seller.

**Section 4.4**      **Conflicts; Consents of Third Parties.**

(a)              None of the execution and delivery by the Seller of this Agreement or the Seller Documents, or the consummation of the transactions contemplated hereby or thereby, or compliance by the Seller with any of the provisions hereof or thereof will (i) violate the Organizational Documents of the Seller, (ii) contravene, conflict with or constitute or result in a breach or violation in any material respect of any Law, Order or Permit applicable to the Seller or its or his assets or by which Seller is bound, (iii) contravene, conflict with, breach or violate, constitute a default under, or result in or permit the termination or cancellation (whether after the giving of notice or the lapse of time or both) of any rights or obligations, or result in a loss of any benefit or imposition of any penalties, under any Contract to which the Seller is a party or by which its properties or assets are subject or bound or (iv) result in the creation of or imposition of any Liens (other than Liens created by or on behalf of the Company) on the Repurchased ADSs.

---

(b) No consent, waiver, approval, Order, Permit or authorization of, or filing with, or notification to, any Governmental Body or any self-regulatory organization applicable to the Seller, is required on the part of the Seller in connection with (i) the execution and delivery of this Agreement, the Seller Documents and any other Contracts to be executed and delivered in connection with the transactions contemplated hereby and thereby, (ii) compliance by the Seller with any of the provisions hereof or thereof, or (iii) the consummation of the transactions contemplated hereby or thereby, except for any filing required with the U.S. Securities and Exchange Commission to disclose the entry into this Agreement and the transactions contemplated hereby.

**Section 4.5**      **Financial Advisors.** Except for fees and expenses which shall be paid by the Seller or any of its Affiliates, there is no investment banker, broker, finder or other intermediary that has been retained by or is authorized to act on behalf of the Seller or any of its or his Affiliates who is or who might be entitled to any fee or commission or like payment from any of the parties hereto or any of their respective Affiliates in connection with the transactions contemplated hereby.

**Section 4.6**      **Seller's Acknowledgements.**

(a) The Seller: (i) has sufficient knowledge and expertise to evaluate the business and financial condition of the Company, its Affiliates and its subsidiaries and the merits and risks of the purchase and sale of the Repurchased ADSs; (ii) has conducted its own independent investigation of such matters as is necessary for the Seller to make an informed decision with respect to purchase and sale of the Repurchased ADSs, and has had the opportunity to ask questions of, and receive answers, from the Company and its officers and directors, and to obtain such additional information which the Company, its Affiliates or its subsidiaries possess or could acquire without unreasonable effort or expense, as the Seller deems necessary or appropriate, and all such questions have been answered to the Seller's full satisfaction; (iii) has made its or his own assessment and has satisfied itself concerning relevant tax, legal and other economic considerations relevant to the purchase and sale of the Repurchased ADSs; (iv) has not relied, and will not rely, upon any other party for any investigation into, assessment of, or evaluation or information with respect to the Repurchased ADSs, the Company, its Affiliates, its subsidiaries or the purchase and sale of the Repurchased ADSs; and (v) can bear any economic loss as a result of the purchase and sale of the Repurchased ADSs. Neither such inquiries nor any other due diligence investigations conducted by the Seller or its or his advisors shall imply that the Company has made any representation or warranty in respect of the Company, its Affiliates, its subsidiaries, the Repurchased ADSs or the purchase and sale of the Repurchased ADSs, other than the matters set forth herein.

(b) The Seller acknowledges and understands that the Company and its Affiliates and representatives may be in possession of material non-public information not known to such Seller. The Seller further acknowledges that such information may be indicative of a value of the Repurchased ADSs that may be substantially less or substantially more than the Repurchase Amount or otherwise adverse to the Seller and that such information may be material to the Seller's decision to sell the Repurchased ADSs.

---

**Section 4.7**      **No Other Representations or Warranties.** Except for the representations and warranties contained in this Article IV, the Seller does not make any other express or implied representation or warranty with respect to any matter, including with respect to (i) the Seller, (ii) the Repurchased ADSs, (iii) the Company or its Affiliates, or (iv) the condition, value, quality or future revenues, costs, expenditures, cash flow, results of operations, collectability of accounts receivable, financial condition, projections, forecasts, estimates, plans or budgets of future revenues, expenses or expenditures or prospects that may result from the acquisition of the Repurchased ADSs.

**ARTICLE V**  
**REPRESENTATIONS AND WARRANTIES OF THE COMPANY**

The Company represents and warrants to the Seller as of the date hereof and as of the Closing Date as follows:

**Section 5.1**      **Organization and Good Standing.** The Company is duly organized, validly existing and in good standing under the Laws of the British Virgin Islands. The Company is duly qualified or authorized to conduct its business and is in good standing under the Laws of each jurisdiction where such qualification is required.

**Section 5.2**      **Authorization and Enforceability of Agreement.** The Company has the full legal right and all requisite power and authority to execute and deliver this Agreement and each Contract, document or certificate contemplated by this Agreement or to be executed and delivered in connection with the consummation of the transactions contemplated by this Agreement (the "**Company Documents**") and to consummate the transactions contemplated hereby and thereby. The execution and delivery by the Company of this Agreement and the Company Documents, and the consummation of the transactions contemplated hereby and thereby, have been duly authorized by all requisite action on the part of the Company, and no additional corporate or shareholder authorization or consent is or will be required in connection with the execution, delivery and performance by the Company of this Agreement or the Company Documents or the consummation of the transactions contemplated hereby and thereby. This Agreement has been, and each of the Company Documents will be at or prior to the Closing, duly executed and delivered by the Company, and (assuming the due authorization, execution and delivery by the other parties hereto and thereto) this Agreement constitutes, and the Company Documents when so executed and delivered will constitute, valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws affecting creditors' rights and remedies generally, and to general principles of equity.

**Section 5.3**      **Conflicts; Consents of Third Parties.**

(a)              None of the execution and delivery by the Company of this Agreement or the Company Documents, or the consummation of the transactions contemplated hereby or thereby, or compliance by the Company with any of the provisions hereof or thereof will (i) violate the Organizational Documents of the Company, (ii) contravene, conflict with or constitute or result in a breach or violation in any material respect of any Law, Order or Permit (including, without limitation, (x) the Securities Act of 1993, as amended, and the rules and regulations thereunder, (y) the Securities Exchange Act of 1934, as amended ("**Exchange Act**"), and the rules and regulations thereunder and (z) the rules and regulations of NYSE) applicable to the Company or its assets or by which the Company is bound or (iii) contravene, conflict with, breach or violate, constitute a default under, or result in or permit the termination or cancellation (whether after the giving of notice or the lapse of time or both) of any rights or obligations, or result in a loss of any benefit or imposition of any penalties, under any Contract to which the Company is a party or by which its properties or assets are subject or bound.

---

(b) No consent, waiver, approval, Order, Permit or authorization of, or filing with, or notification to, any Governmental Body or any self-regulatory organization applicable to the Company, is required on the part of the Company in connection with (i) the execution and delivery of this Agreement, the Company Documents and any other Contracts to be executed and delivered in connection with the transactions contemplated hereby and thereby, (ii) compliance by the Company with any of the provisions hereof or thereof, or (iii) the consummation of the transactions contemplated hereby or thereby, except for any filing required with the U.S. Securities and Exchange Commission to disclose the entry into this Agreement and the transactions contemplated hereby.

**Section 5.4** **Financial Advisors.** Except for fees and expenses which shall be paid by the Company or any of its Affiliates, there is no investment banker, broker, finder or other intermediary that has been retained by or is authorized to act on behalf of the Company or any of its Affiliates who is or who might be entitled to any fee or commission or like payment from any of the parties hereto or any of their respective Affiliates in connection with the transactions contemplated hereby.

**Section 5.5** **No Other Representations or Warranties.** Except for the representations and warranties contained in this Article V, the Company does not make any other express or implied representation or warranty with respect to any matter, including, with respect to (i) the Company, (ii) the Repurchased ADSs, (iii) the Seller or its Affiliates, or (iv) the condition, value, quality or future revenues, costs, expenditures, cash flow, results of operations, collectability of accounts receivable, financial condition, projections, forecasts, estimates, plans or budgets of future revenues, expenses or expenditures or prospects that may result from the acquisition of the Repurchased ADSs.

## ARTICLE VI COVENANTS

**Section 6.1** **Further Assurances.** Each of the Seller and the Company shall use its commercially reasonable efforts to (a) take all actions necessary or appropriate to consummate the transactions contemplated by this Agreement and (b) cause the fulfillment at the earliest practicable date of all of the conditions to their respective obligations to consummate the transactions contemplated by this Agreement.

**Section 6.2** **Indemnity.**

(a) The Company agrees to and shall indemnify and hold the Seller, its Affiliates or its or its Affiliates' respective current and former partners, officers, directors, employees, controlling persons, shareholders, representatives and agents harmless against any and all Losses, whether from or initiated by third parties, tax authorities or any other Governmental Body for any breach of terms (including any representations and warranties) of the Company hereunder.

(b) The Seller agrees to and shall indemnify and hold each of the Company, its Affiliates or its or its Affiliates' respective current and former partners, officers, directors, employees, controlling persons, shareholders, representatives and agents harmless against any and all Losses, whether from or initiated by third parties, tax authorities or any other Governmental Body for any breach of terms (including any representations and warranties) of the Seller hereunder.

(c) Any indemnification payment pursuant to this Section 6.9 shall be limited to such amount after deducting therefrom any insurance proceeds (including the then-effective director and officer insurance policies of such indemnified person).

---

**ARTICLE VII  
MISCELLANEOUS**

**Section 7.1**      **Expenses.** Except as otherwise provided in this Agreement, each party hereto shall bear its own expenses incurred in connection with the negotiation and execution of this Agreement and each other Contract, certificate and instrument contemplated by this Agreement and the consummation of the transactions contemplated hereby and thereby.

**Section 7.2**      **Confidentiality.** Each of the Parties agrees that for a period of five (5) years after the Closing Date, it shall, and it shall cause its Affiliates to, keep any Confidential Information confidential and shall not disclose any Confidential Information to any third party without prior consent of the other Parties, except that such disclosure is required in legal proceedings, subpoena, civil investigative or any other similar process.

**Section 7.3**      **No Disparagement.** Each of the Seller, the Company and their respective Affiliates agrees that for a period of five (5) years after the Closing Date, such Party shall not, and they shall cause their respective Affiliates not to, make any statement disparaging any of the other Parties, its subsidiaries or any of its officers, directors, employees, shareholders or other service providers, or any product or service offered by such Party or its subsidiaries in any manner.

**Section 7.4**      **Entire Agreement; Amendments and Waivers.** This Agreement (including the Schedules, exhibits or any ancillary documents referenced herein) and the Termination Agreement represent the entire understanding and agreement between the parties hereto and thereto with respect to the subject matter hereof and thereof. This Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the party against whom enforcement of any such amendment, supplement, modification or waiver is sought. No action taken pursuant to this Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

**Section 7.5**      **Governing Law, Dispute Resolution.**

(a)                This Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York without regard to its conflicts of law principles thereof.

(b)                Any dispute, controversy or claim arising out of or relating to this Agreement or its subject matter shall be finally settled by arbitration. The place and seat of arbitration shall be Hong Kong, and the arbitration shall be administered by the Hong Kong International Arbitration Centre (the "HKIAC") in accordance with the HKIAC Administered Arbitration Rules then in force (the "HKIAC Rules"). The number of arbitrators shall be three (3). Each Party shall appoint one arbitrator and the third arbitrator, who shall serve as chairperson of the arbitral tribunal, shall be selected by the mutual agreement of the first two arbitrators. Any arbitrator that is not so appointed shall instead be appointed in accordance with the HKIAC Rules. The language to be used in the arbitration proceedings shall be English. The award of the arbitral tribunal shall be final, conclusive and binding upon the Parties. Judgment upon any award may be entered and enforced in any court having jurisdiction over a Party or any of its assets. For the purpose of the enforcement of an award, the Parties irrevocably and unconditionally submit to the jurisdiction of any competent court and waive any defenses to such enforcement, including any defenses based on lack of personal jurisdiction or inconvenient forum.

---

**Section 7.6**      **Notices.** All notices, service of process and other communications under this Agreement shall be in writing and shall be deemed given (i) when delivered personally by hand (with written confirmation of receipt), (ii) when sent by email or (iii) one (1) Business Day following the day sent by overnight courier (with written confirmation of receipt), in each case at the following addresses and facsimile numbers (or to such other address or facsimile number as a party may have specified by notice given to the other party pursuant to this provision):

If to the Seller, to:

ReneSola Singapore Pte. Ltd.

1 CleanTech Loop #02-28  
CleanTech One 637141  
Singapore  
Email: p.prakash@renesolaindia.com  
Attention: Prakash Pathari

with copies (which shall not constitute notice) to:

Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP  
Suite 2101, Building C, Yintai Center, #2 Jianguomenwai Ave., Chaoyang District  
Beijing 100022, P.R. China  
Email: zliu@gunder.com; pqiu@gunder.com  
Attention: Ms. Zhen Liu, Esq.; Mr. Peter Qiu, Esq.

If to the Company, to:

Renesola Ltd  
3rd floor, 850 Canal St. Stamford, CT 06902 U.S.A.  
Email: ke.chen@renesolapower.com  
Attention: Ke Chen

with copies (which shall not constitute notice) to:

Kirkland & Ellis  
26th Floor, Gloucester Tower,  
The Landmark  
15 Queen's Road, Central  
Hong Kong  
Email: david.zhang@kirkland.com; rongjing.zhao@kirkland.com  
Attention: Mr. David Zhang, Esq.; Ms. Rongjing Zhao, Esq.

**Section 7.7**      **Severability.** If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any Law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to the Seller, on the one hand, or the Company, on the other hand. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

---

**Section 7.8**      **Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any Person not a party to this Agreement except as provided below. No assignment of this Agreement or of any rights or obligations hereunder may be made by any of the parties hereto, directly or indirectly (by operation of law or otherwise), without the prior written consent of the other parties hereto and any attempted assignment without the required consents shall be void.

**Section 7.9**      **Non-Recourse.** Unless otherwise pursuant to this Agreement, no past, present or future director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney or representative of the Seller or any of its Affiliates shall have any Liability for any obligations or Liabilities of the Seller under this Agreement or the Seller Documents of or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby and thereby. Unless otherwise pursuant to this Agreement, no past, present or future director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney or representative of the Company or any of its Affiliates shall have any Liability for any obligations or Liabilities of the Company under this Agreement or the Company Documents of or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby and thereby.

**Section 7.10**      **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement and all of which, when taken together, shall be deemed to constitute one and the same agreement. Signed counterparts of this Agreement may be delivered by facsimile and by scanned PDF image.

*[Signature Page Follows]*

---

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized officers as of the date first written above.

RENESOLA LTD

By: \_\_\_\_\_  
Name: Yumin Liu  
Title: Director

---



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized officers as of the date first written above.

RENESOLA SINGAPORE PTE. LTD.

By: \_\_\_\_\_

Name: Prakash Pathari

Title: Director

---



## ReneSola Power Announces a Share Repurchase Transaction

**Stamford, CT, January 4, 2023** – ReneSola Ltd (“ReneSola Power” or the “Company”) ([www.renesolapower.com](http://www.renesolapower.com)) (NYSE: SOL), a leading fully integrated solar project developer, today announced that the Company has entered into a securities repurchase agreement with ReneSola Singapore Pte. Ltd. (“ReneSola Singapore”), pursuant to which, among other things, the Company will repurchase from ReneSola Singapore 3 million ADSs at a price of \$4.4 per ADS, totaling US\$13.2 million through a privately negotiated transaction (the “Share Repurchase”). In addition, Shah Capital will purchase the remaining 2.05 million ADSs owned by ReneSola Singapore at a price of \$4.4 per ADS, totaling \$9.02 million through a privately negotiated transaction. The purchase price represents ~25% discount to SOL’s Net Asset Value as of September 30, 2022. The closing of the Share Repurchase is expected to occur within three business days from January 4, 2023, subject to standard closing conditions. After the completion of the two transactions, ReneSola Power’s primary shareholders will be all domiciled outside of China.

Mr. Yumin Liu, ReneSola Power’s Director and Chief Executive Officer said, “We believe this transaction is an important milestone to our Company’s multi-year transformation into a leading global solar project developer, owner, and operator. We look forward to continuing to execute on our strategy and delivering better value for our shareholders. We are also grateful for Shah Capital’s continued backing and unabated conviction in our profitable growth strategy.”

Himanshu H. Shah, Founder and CIO of Shah Capital as well as Chairman of the Company’s Board added, “This share repurchase and ownership independence from ReneSola Singapore is a positive step forward for both ReneSola Power and its shareholders. With a proven track record, ReneSola Power continues to expand its global footprint and is well-positioned to capitalize on accelerating solar adoption across the world and making a positive impact on our environment.”

### About ReneSola Power

ReneSola Power (NYSE: SOL) is a leading global solar project developer, owner, and operator with ~3 GW pipeline of projects and IPP assets across Europe, North America, and Asia. The Company focuses on solar power project development, construction management and project financing services with local professional teams in more than 10 countries. [www.renesolapower.com](http://www.renesolapower.com).

### Safe Harbor Statement

This press release contains statements that constitute "forward-looking" statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, and as defined in the U.S. Private Securities Litigation Reform Act of 1995. Whenever you read a statement that is not simply a statement of historical fact (such as when the Company describes what it "believes," "plans," "expects" or "anticipates" will occur, what "will" or "could" happen, and other similar statements), including those relating to the proposed transactions, you must remember that the Company's expectations may not be correct, even though it believes that they are reasonable. Furthermore, the forward-looking statements are mainly related to the Company's continuing operations and you may not be able to compare such information with the Company's past performance or results. The Company does not guarantee that the forward-looking statements will happen as described or that they will happen at all. Further information regarding risks and uncertainties that could cause actual results to differ materially from those in the forward-looking statements is included in the Company's filings with the U.S. Securities and Exchange Commission, including the Company's annual report on Form 20-F. The Company undertakes no obligation, beyond that required by law, to update any forward-looking statement to reflect events or circumstances after the date on which the statement is made, even though the Company's situation may change in the future.

For investor and media inquiries, please contact:

#### The Blueshirt Group

Mr. Gary Dvorchak  
+1 (323) 240-5796  
[gary@blueshirtgroup.com](mailto:gary@blueshirtgroup.com)

[IR.USA@renesolapower.com](mailto:IR.USA@renesolapower.com)  
[IR@renesolapower.com](mailto:IR@renesolapower.com)

---