

## PURCHASE AGREEMENT

This Purchase Agreement (this "Agreement"), dated as of May 4, 2015, is by and between **Yes Yield Investments Limited**, a company established under the laws of the British Virgin Islands (the "Purchaser"), and **Solar Power, Inc.**, a California corporation (the "Company"). Each of the Purchaser and the Company is referred to herein each as a "Party", and collectively as the "Parties".

### W I T N E S S E T H:

WHEREAS, the Company and the Purchaser desire to provide for the issuance, sale and purchase of certain number of shares of common stock of the Company, par value US\$0.0001 per share (the "Common Shares"), on the terms and conditions set forth in this Agreement; and

WHEREAS, the Company and the Purchaser desire to make certain representations, warranties, covenants and agreements in connection with the issuance, sale and purchase of certain Common Shares and related transactions contemplated by this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Company and the Purchaser agree as follows:

## ARTICLE I

### PURCHASE AND SALE

**Section 1.1 Issuance, Sale and Purchase of Shares.** Subject to the terms and conditions of this Agreement, and in reliance upon the representations and warranties set forth herein, the Company agrees to issue, sell and deliver to the Purchaser, free and clear of any pledge, mortgage, security interest, encumbrance, lien, charge, assessment, claim or restriction of any kind or nature other than those imposed by the Articles of Incorporation and Bylaws of the Company, and the Purchaser agrees to purchase from the Company, on the Closing Date (as defined below), 9,260,000 Common Shares (the "Purchase Shares").

**Section 1.2 Purchase Price.** The Purchaser shall pay an aggregate purchase price of US\$25,002,000 (the "Purchase Price") for the Purchase Shares.

#### **Section 1.3 Closing.**

(a) Upon the terms and subject to the conditions of this Agreement, the closing (the "Closing") of the purchase and sale of the Purchase Shares shall take place at a place determined by the Company at 9:00 A.M. New York time on a date that is no later than 60 days after the date hereof or at such other time or on such other date that is agreed upon in writing by the Company and the Purchaser (the "Closing Date").

(b) At or before the Closing, the Purchaser shall deliver the Purchase Price by wire transfer in immediately available funds to the Company's bank account designated by the Company in a written notice to the Purchaser. At the Closing, the Purchaser shall deliver a certificate of a duly authorized officer of the Purchaser certifying as to the matters set forth in Section 1.4(b).

(c) After the Closing and as soon as practicable, the Company shall make entry or entries in the stock ledger of the Company and deliver to the Purchaser the following items:

(i) A stock certificate (x) representing the number of Purchase Shares and (y) evidencing the Purchaser as the holder of the Purchase Shares with the rights of a holder of Common Shares under the Articles of Incorporation and the Bylaws of the Company, such rights being the same as the rights of other holders of Common Shares.

(ii) A copy of the updated stock ledger of the Company evidencing the Purchaser as the holder of the Purchase Shares;

(iii) A true and complete copy certified by a director of the Company, of the resolutions duly and validly adopted by the board of directors of the Company, evidencing its approval of the issuance and allotment of the Purchase Shares to the Purchaser.

**Section 1.4 Closing Conditions.**

The obligations of the Company to issue and sell the Purchase Shares as contemplated by this Agreement shall be subject to the satisfaction, on or before the Closing, of each of the following conditions, provided that any of which may be waived in writing by the Company in its sole discretion:

(a) All corporate and other actions required to be taken by the Company in connection with the issuance and sale of the Purchase Shares shall have been completed and all corporate and other actions required to be taken by the Purchaser in connection with the purchase of the Purchase Shares shall have been completed.

(b) The representations and warranties of the Purchaser contained in Section 2.2 of this Agreement shall have been true and correct on the date of this Agreement and shall be true and correct in all material respects as of the Closing; and the Purchaser shall have performed and complied with in all material respects all, and not be in breach or default in any material respect under any, agreements, covenants, conditions and obligations contained in this Agreement that are required to be performed or complied with on or before the Closing.

(c) No governmental authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any law (whether temporary, preliminary or permanent) that is in effect and restrains, enjoins, prevents, prohibits or otherwise makes illegal the consummation of, or materially and adversely alter, the transactions contemplated by this Agreement or imposes any damages or penalties that are substantial in relation to the Company; and no action, suit, proceeding or investigation shall have been instituted by or before any governmental authority of competent jurisdiction or threatened that seeks to restrain, enjoin, prevent, prohibit or otherwise makes illegal the consummation of, or materially and adversely alter, the transactions contemplated by this Agreement or impose any damages or penalties that are substantial in relation to the Company.

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**ARTICLE II****REPRESENTATIONS AND WARRANTIES**

**Section 2.1 Representations and Warranties of the Company.** The Company hereby represents and warrants to the Purchaser, as of the date hereof and as of the Closing, as follows:

(a) Organization and Authority. Each of the Company and its subsidiaries is an entity duly incorporated or otherwise organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, with the requisite power and authority to own and use its properties and assets and to carry on its business in all material respects as is currently conducted. Neither the Company nor any of its subsidiaries is in material violation or default of any of the provisions of its respective certificate or articles of incorporation, bylaws or other organizational or charter documents. Each of the Company and its subsidiaries is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary and no proceeding has been instituted in any such jurisdiction revoking, limiting or curtailing or seeking to revoke, limit or curtail such power and authority or qualification, except to the extent that the failure to be so qualified and in good standing would not adversely affect the ability of the Company to carry out its obligations under, and to consummate the transactions contemplated by, this Agreement or adversely affect the ability of the Company and its subsidiaries to conduct the business as is currently conducted.

(b) Due Issuance of the Purchase Shares. The Purchase Shares of the Purchaser have been duly authorized and, when issued and delivered to the Purchaser and paid for by the Purchaser pursuant to this Agreement, will be validly issued, fully paid and non-assessable, and free of any liens or encumbrances, except as required by applicable laws, and issued in compliance with all applicable federal, securities laws and the Articles of Incorporation and the Bylaws of the Company.

(c) Authority. The Company has full power and authority to enter into, execute and deliver this Agreement and each agreement, certificate, document and instrument to be executed and delivered by it pursuant to this Agreement and to perform its obligations hereunder. The execution and delivery by it of this Agreement and the performance by it of its obligations hereunder have been duly authorized by all requisite actions on its part.

(d) Noncontravention. This Agreement has been duly executed and delivered by the Company and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, and (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental entity or court to which the Company or any of its subsidiaries is subject. To the Company's best knowledge, neither the execution and delivery by the Company of this Agreement, nor the consummation by the Company of any of the transactions contemplated hereby, nor compliance by the Company with any of the terms and conditions hereof will contravene any existing agreement, federal, state, county or local law, rule or regulation or any judgment, decree or order applicable to, or binding upon, it.

(e) Filings, Consents and Approvals. Assuming the accuracy of the representations and warranties of the Purchaser in Section 2.2(f), neither the execution and delivery by the Company of this Agreement, nor the consummation by the Company of any of the transactions contemplated hereby, nor the performance by the Company of this Agreement in accordance with its terms requires the filing, consent, approval, order or authorization of, or registration with, or the giving notice to, any governmental or public body or authority, except such as have been obtained, made, given or will be made promptly hereafter and any required filing or notification with the Securities and Exchange Commission.

**Section 2.2 Representations and Warranties of the Purchaser.** The Purchaser hereby represents and warrants to the Company as of the date hereof and as of the Closing Date, as follows:

(a) Due Formation. It is a company duly incorporated as an exempted company with limited liability, validly existing and in good standing under the laws of the jurisdiction of its incorporation, with full power and authority to own and operate and to carry on its business in the places and in the manner as currently conducted.

(b) Authority. It has full power and authority to enter into, execute and deliver this Agreement and each agreement, certificate, document and instrument to be executed and delivered by it pursuant to this Agreement and to perform its obligations hereunder. The execution and delivery by it of this Agreement and the performance by it of its obligations hereunder have been duly authorized by all requisite actions on its part.

(c) Valid Agreement. This Agreement has been duly executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, and (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

(d) Consents. Neither the execution and delivery by it of this Agreement nor the consummation by it of any of the transactions contemplated hereby nor the performance by it of this Agreement in accordance with its terms requires the consent, approval, order or authorization of, or registration with, or the giving of notice to, any governmental or public body or authority or any third party, except as have been obtained, made or given.

(e) No Conflict. Neither the execution and delivery by it of this Agreement, nor the consummation by it of any of the transactions contemplated hereby, nor compliance by it with any of the terms and conditions hereof will contravene any existing agreement, federal, state, county or local law, rule or regulation or any judgment, decree or order applicable to, or binding upon, it.

(f) Status and Investment Intent.

(i) Experience. It has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of its investment in the Purchase Shares. It is capable of bearing the economic risks of such investment, including a complete loss of its investment.

(ii) Purchase Entirely for Own Account. It is acquiring the Purchase Shares for its own account for investment purposes only and not with the view to, or with any intention of, resale, distribution or other disposition thereof. It does not have any direct or indirect arrangement, or understanding with any other persons to distribute, or regarding the distribution of the Purchase Shares in violation of the United States Securities Act of 1933, as amended (the “Securities Act”) or other applicable laws.

(iii) Not U.S. person. It is not a “U.S. person” (as such term is defined in Regulation S of the Securities Act) and is not purchasing the Purchase Shares for the account or benefit of any “U.S. person”.

(iv) Distribution Compliance Period. It acknowledges that all offers and sales of the Purchase Shares before the end of the “distribution compliance period” (as such term is defined in Regulation S of the Securities Act) be made only in accordance with Regulation S of the Securities Act, pursuant to registration of the securities under the Securities Act or pursuant to an exemption therefrom.

(v) Restrictive Legend. It understands that the certificate evidencing the Purchase Shares will bear a legend or other restriction substantially to the following effect:

“THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”). NO SALE, PLEDGE, HYPOTHECATION, TRANSFER OR OTHER DISPOSITION OF THESE SECURITIES MAY BE MADE UNLESS EITHER (A) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR (B) PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, IN EITHER CASE UPON THE RECEIPT OF AN OPINION OF U.S. COUNSEL.”

(vi) No Broker. No broker, investment banker or other person is entitled to any broker’s, finder’s or other similar fee or commission in connection with the execution and delivery of this Agreement or the consummation of any of the transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Purchaser.

(g) Financing. It has sufficient funds available to it to purchase all of the Purchase Shares pursuant to this Agreement.

### ARTICLE III

#### MISCELLANEOUS

**Section 3.1 Lockup**. Without the prior written consent of the Company, the Purchaser shall not sell, give, assign, hypothecate, pledge, encumber, grant a security interest in or otherwise dispose of, or suffer to exist (whether by operation of law or otherwise) any encumbrance on, any of the Purchase Shares, or any right, title or interest therein or thereto, prior to the date that is three (3) months after the Closing Date.

**Section 3.2 Survival of the Representations and Warranties.** All representations and warranties made by any Party shall survive for two years and shall terminate and be without further force or effect on the second anniversary of the Closing Date. Notwithstanding the foregoing, any claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the non-breaching Party prior to the expiration date of the applicable survival period shall not thereafter be barred by the expiration of the relevant representations or warranty and such claims shall survive until finally resolved.

**Section 3.3 Termination.** This Agreement may be terminated, and the transactions contemplated hereby may be abandoned at any time prior to Closing, (i) by mutual agreement of the Parties, (ii) by the Purchaser in the event that the Closing has not occurred by the date that is 90 days from the date of this Agreement. Nothing in this **Section 3.3** shall be deemed to release any Party from any liability for any breach of this Agreement prior to the effective date of such termination.

**Section 3.4 Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of the State of New York without giving effect to the conflicts of law principles thereof.

**Section 3.5 Dispute Resolution.** Any dispute, controversy or claim (each, a “Dispute”) arising out of or relating to this Agreement, or the interpretation, performance breach, termination, validity or invalidity thereof, shall be referred to arbitration upon the demand of any Party to the dispute with notice (the “Arbitration Notice”) to the other Party.

(a) The Dispute shall be settled in Hong Kong in a proceeding conducted in English by one (1) arbitrator from the Hong Kong International Arbitration Centre (the “HKIAC”) in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules (the “HKIAC Rules”) in force when the Arbitration Notice is submitted in accordance with the HKIAC Rules.

(b) Each party to the arbitration shall cooperate with each other party to the arbitration in making full disclosure of and providing complete access to all information and documents reasonably requested by such other party in connection with such arbitral proceedings, subject only to any confidentiality obligations binding on such party.

(c) The award of the arbitral tribunal shall be final and binding upon the parties thereto, and the prevailing party may apply to a court of competent jurisdiction for enforcement of such award.

(d) During the course of the arbitral tribunal’s adjudication of the Dispute, this Agreement shall continue to be performed except with respect to the part in dispute and under adjudication.

**Section 3.6 Amendment.** This Agreement shall not be amended, changed or modified, except by another agreement in writing executed by the Parties hereto.

**Section 3.7 Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, each of the Parties and their respective heirs, successors and permitted assigns.

**Section 3.8 Assignment.** Neither this Agreement nor any of the rights, duties or obligations hereunder may be assigned by the Company or the Purchaser without the express written consent of the other Party. Any purported assignment in violation of the foregoing sentence shall be null and void.

**Section 3.9 Notices.** All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of actual delivery if delivered personally to the Parties to whom notice is to be given, on the date sent if sent by telecopier, tested telex or prepaid telegram, on the next business day following delivery if sent by courier or on the day of attempted delivery by postal service if mailed by registered or certified mail, return receipt requested, postage paid, and properly addressed as follows:

If to the Purchaser, at:	Yes Yield Investments Limited 3See Meadow House Blackburne Highway, Road town, Tortola British Virgin Islands
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If to the Company, at:	Solar Power, Inc. 3400 Douglas Boulevard, Suite 285 Roseville, California USA Fax: +1-916-771-3657
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Any Party may change its address for purposes of this Section 3.9 by giving the other Party a written notice of the new address in the manner set forth above.

**Section 3.10 Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the Parties hereto with respect to the matters covered hereby, and all prior agreements and understandings, oral or in writing, if any, between the Parties with respect to the matters covered hereby are merged and superseded by this Agreement.

**Section 3.11 Severability.** If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the Parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

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**Section 3.12 Fees and Expenses.** Except as otherwise provided in this Agreement, each Party will be responsible for all of its own expenses incurred in connection with the negotiation, preparation and execution of this Agreement.

**Section 3.13 Public Announcements.** The Purchaser shall not make, or cause to be made, any press release or public announcement in respect of this Agreement or the transactions contemplated by this Agreement or otherwise communicate with any news media without the prior written consent of the Company unless otherwise required by securities laws or other applicable law.

**Section 3.14 Specific Performance.** The Parties agree that irreparable damage would occur in the event any provision of this Agreement is not performed in accordance with the terms hereof. Accordingly, each Party shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or equity.

**Section 3.15 Headings.** The headings of the various articles and sections of this Agreement are inserted merely for the purpose of convenience and do not expressly or by implication limit, define or extend the specific terms of the section so designated.

**Section 3.16 Execution in Counterparts.** For the convenience of the Parties and to facilitate execution, this Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first above written.

Solar Power, Inc.

By: /s/ Xiaofeng Peng.

Name: Xiaofeng Peng.

Title: Director

Purchaser:

Yes Yield Investments Limited

By: /s/ Jilun He

Name: Jilun He

Title: Director

**OPTION AGREEMENT**

This Option Agreement (this "Agreement"), dated as of May 4, 2015, is by and between **Yes Yield Investments Limited**, a company incorporated under the laws of the British Virgin Islands (the "Option Holder"), and **Solar Power, Inc.**, a California corporation (the "Company"). The Option Holder and the Company is referred to herein as a "Party," and collectively as the "Parties."

**W I T N E S S E T H:**

WHEREAS, the Company and the Option Holder desire to provide for the grant of an option to purchase certain number of shares of common stock of the Company, par value US\$0.0001 per share (the "Common Shares"), on the terms and conditions set forth in this Agreement; and

WHEREAS, the Company and the Option Holder desire to make certain representations, warranties, covenants and agreements in connection with the transactions contemplated by this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Company and the Option Holder agree as follows:

**ARTICLE I****PURCHASE AND SALE**

**Section 1.1 Option.** Subject to the terms and conditions of this Agreement, and in reliance upon the representations and warranties set forth herein, the Company hereby grants the Option Holder an option (the "Option") to purchase from the Company 9,260,000 Common Shares (the "Purchase Shares") at the total purchase price of US\$25,002,000 (the "Purchase Price") on or prior to the date that is six (6) months from the date hereof (the "Option Deadline"). The Option will be deemed exercised upon the payment of the Purchase Price to the Company by the Option Holder. For the avoidance of doubt, the Option shall expire automatically if the Option Holder fails to exercise the Option on or prior to the Option Deadline. If the Option Holder exercises the Option, the Company shall issue, sell and deliver to the Option Holder, free and clear of any pledge, mortgage, security interest, encumbrance, lien, charge, assessment, claim or restriction of any kind or nature other than those imposed by the Articles of Incorporation and Bylaws of the Company, and the Option Holder agrees to purchase from the Company, on the Closing Date (as defined below), the Purchase Shares. The Company is not obliged to complete the sale and purchase of any Purchase Shares unless the Option is exercised by the Option Holder in full and the sale and purchase of all the Purchase Shares is completed simultaneously.

**Section 1.2 Purchase Price.** If the Option Holder exercises the Option, it shall pay the Purchase Price for the Purchase Shares upon the Closing Date.

**Section 1.3 Closing.**

(a) If the Option Holder wishes to exercise the Option, it shall provide a written notice to the Company prior to the Option Deadline, and the proposed closing date (the "Closing Date") shall not be later than seven (7) months after the date hereof. Upon the terms and subject to the conditions of this Agreement, the closing (the "Closing") of the purchase and sale of the Purchase Shares shall take place at a place determined by the Company at 9:00 A.M. New York time on the Closing Date.

(b) At or before the Closing, the Option Holder shall deliver the Purchase Price by wire transfer in immediately available funds to the Company's bank account designated by the Company in a written notice to the Option Holder. At the Closing, the Option Holder shall deliver a certificate of its duly authorized officer certifying as to the matters set forth in Section 1.4(b).

(c) After the Closing and as soon as practicable, the Company shall make entry or entries in the stock ledger of the Company and deliver to the Option Holder the following items:

(i) A stock certificate (x) representing the number of Purchase Shares and (y) evidencing the Option Holder as the holder of the Purchase Shares with the rights of a holder of Common Shares under the Articles of Incorporation and the Bylaws of the Company, such rights being the same as the rights of other holders of Common Shares.

(ii) A copy of the updated stock ledger of the Company evidencing the Option Holder as the holder of the Purchase Shares;

(iii) A true and complete copy certified by a director of the Company, of the resolutions duly and validly adopted by the board of directors of the Company, evidencing its approval of the issuance and allotment of the Purchase Shares to the Option Holder.

**Section 1.4 Closing Conditions.**

The obligations of each Party upon the Closing (if any) as contemplated by this Agreement shall be subject to the satisfaction, on or before the Closing, of each of the following conditions, provided that any of which may be waived in writing by the other Party in its sole discretion:

(a) All corporate and other actions required to be taken by the Company in connection with the issuance and sale of the Purchase Shares shall have been completed and all corporate and other actions required to be taken by the Option Holder in connection with the purchase of the Purchase Shares shall have been completed.

(b) The representations and warranties of such Party contained in Section 2 of this Agreement shall have been true and correct on the date of this Agreement and shall be true and correct in all material respects as of the Closing Date; and such Party shall have performed and complied with in all material respects all, and not be in breach or default in any material respect under any, agreements, covenants, conditions and obligations contained in this Agreement that are required to be performed or complied with on or before the Closing.

(c) No governmental authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any law (whether temporary, preliminary or permanent) that is in effect and restrains, enjoins, prevents, prohibits, or otherwise makes illegal the consummation of the transactions contemplated by this Agreement; and no action, suit, proceeding or investigation shall have been instituted by or before any governmental authority of competent jurisdiction or threatened that seeks to restrain, enjoin, prevent, prohibit, or otherwise makes illegal the consummation of the transactions contemplated by this Agreement.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

**Section 2.1 Representations and Warranties of the Company.** The Company hereby represents and warrants to the Option Holder, as of the date hereof and as of the Closing, as follows:

(a) **Organization and Authority.** Each of the Company and its subsidiaries is an entity duly incorporated or otherwise organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, with the requisite power and authority to own and use its properties and assets and to carry on its business in all material respects as is currently conducted. Neither the Company nor any of its subsidiaries is in material violation or default of any of the provisions of its respective certificate or articles of incorporation, bylaws or other organizational or charter documents. Each of the Company and its subsidiaries is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary and no proceeding has been instituted in any such jurisdiction revoking, limiting or curtailing or seeking to revoke, limit or curtail such power and authority or qualification, except to the extent that the failure to be so qualified and in good standing would not adversely affect the ability of the Company to carry out its obligations under, and to consummate the transactions contemplated by, this Agreement or adversely affect the ability of the Company and its subsidiaries to conduct the business as is currently conducted.

(b) **Due Issuance of the Purchase Shares.** The Purchase Shares have been duly authorized and, when issued and delivered to the Option Holder and paid for by the Option Holder pursuant to this Agreement, will be validly issued, fully paid and non-assessable, and free of any liens or encumbrances, except as required by applicable laws, and issued in compliance with all applicable federal, securities laws and the Articles of Incorporation and the Bylaws of the Company.

(c) **Authority.** The Company has full power and authority to enter into, execute and deliver this Agreement and each agreement, certificate, document and instrument to be executed and delivered by it pursuant to this Agreement and to perform its obligations hereunder. The execution and delivery by it of this Agreement and the performance by it of its obligations hereunder have been duly authorized by all requisite actions on its part.

(d) Noncontravention. This Agreement has been duly executed and delivered by the Company and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, and (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental entity or court to which the Company or any of its subsidiaries is subject. To the Company's best knowledge, neither the execution and delivery by the Company of this Agreement, nor the consummation by the Company of any of the transactions contemplated hereby, nor compliance by the Company with any of the terms and conditions hereof will contravene any existing agreement, federal, state, county or local law, rule or regulation or any judgment, decree or order applicable to, or binding upon, it.

(e) Filings, Consents and Approvals. Assuming the accuracy of the representations and warranties of the Option Holder in Section 2.2(f), neither the execution and delivery by the Company of this Agreement, nor the consummation by the Company of any of the transactions contemplated hereby, nor the performance by the Company of this Agreement in accordance with its terms requires the filing, consent, approval, order or authorization of, or registration with, or the giving notice to, any governmental or public body or authority, except such as have been obtained, made, given or will be made promptly hereafter and any required filing or notification with the Securities and Exchange Commission.

**Section 2.2 Representations and Warranties of the Option Holder.** The Option Holder hereby represents and warrants to the Company as of the date hereof and as of the Closing Date, as follows:

(a) Due Formation. The Option Holder is a company duly incorporated as an exempted company with limited liability, validly existing and in good standing under the laws of the jurisdiction of its incorporation, with full power and authority to own and operate and to carry on its business in the places and in the manner as currently conducted.

(b) Authority. The Option Holder has full power and authority to enter into, execute and deliver this Agreement and each agreement, certificate, document and instrument to be executed and delivered by the Option Holder pursuant to this Agreement and to perform its obligations hereunder. The execution and delivery by the Option Holder of this Agreement and the performance by the Option Holder of its obligations hereunder have been duly authorized by all requisite actions on its part.

(c) Valid Agreement. This Agreement has been duly executed and delivered by the Option Holder and constitutes the legal, valid and binding obligation of the Option Holder, enforceable against it in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, and (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

(d) Consents. Neither the execution and delivery by the Option Holder of this Agreement nor the consummation by it of any of the transactions contemplated hereby nor the performance by the Option Holder of this Agreement in accordance with its terms requires the consent, approval, order or authorization of, or registration with, or the giving of notice to, any governmental or public body or authority or any third party, except as have been obtained, made or given.

(e) No Conflict. Neither the execution and delivery by the Option Holder of this Agreement, nor the consummation by it of any of the transactions contemplated hereby, nor compliance by the Option Holder with any of the terms and conditions hereof will contravene any existing agreement, federal, state, county or local law, rule or regulation or any judgment, decree or order applicable to, or binding upon, the Option Holder.

(f) Status and Investment Intent.

(i) Experience. The Option Holder has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of its investment in the Option and the Purchase Shares. The Option Holder is capable of bearing the economic risks of such investment, including a complete loss of its investment.

(ii) Purchase Entirely for Own Account. The Option Holder is acquiring the Option and the Purchase Shares that may be sold pursuant to this Agreement for its own account for investment purposes only and not with the view to, or with any intention of, resale, distribution or other disposition thereof. The Option Holder does not have any direct or indirect arrangement, or understanding with any other persons to distribute, or regarding the distribution of the Option and the Purchase Shares in violation of the United States Securities Act of 1933, as amended (the "Securities Act") or other applicable laws.

(iii) Not U.S. person. The Option Holder is not a "U.S. person" (as such term is defined in Regulation S of the Securities Act) and is not acquiring the Option and/or purchasing the Purchase Shares for the account or benefit of any "U.S. person".

(iv) Distribution Compliance Period. The Option Holder acknowledges that all offers and sales of the Purchase Shares before the end of the "distribution compliance period" (as such term is defined in Regulation S) be made only in accordance with Regulation S, pursuant to registration of the securities under the Securities Act or pursuant to an exemption therefrom.

(v) Restrictive Legend. The Option Holder understands that the certificate evidencing the Purchase Shares will bear a legend or other restriction substantially to the following effect:

"THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"). NO SALE, PLEDGE, HYPOTHECATION, TRANSFER OR OTHER DISPOSITION OF THESE SECURITIES MAY BE MADE UNLESS EITHER (A) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR (B) PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, IN EITHER CASE UPON THE RECEIPT OF AN OPINION OF U.S. COUNSEL."

(vi) No Broker. No broker, investment banker or other person is entitled to any broker's, finder's or other similar fee or commission in connection with the execution and delivery of this Agreement or the consummation of any of the transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Option Holder.

(g) Financing. The Option Holder has sufficient funds available to it to purchase all of the Purchase Shares pursuant to this Agreement.

### ARTICLE III

#### MISCELLANEOUS

**Section 3.1 Lockup**. Without the prior written consent of the Company, the Option Holder shall not sell, give, assign, hypothecate, pledge, encumber, grant a security interest in or otherwise dispose of, or suffer to exist (whether by operation of law or otherwise) any encumbrance on, any of its Purchase Shares, or any right, title or interest therein or thereto, prior to the date that is three (3) months after the Closing Date.

**Section 3.2 Survival of the Representations and Warranties**. All representations and warranties made by any Party shall survive for two years and shall terminate and be without further force or effect on the second anniversary of the Closing Date. Notwithstanding the foregoing, any claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the non-breaching Party prior to the expiration date of the applicable survival period shall not thereafter be barred by the expiration of the relevant representations or warranty and such claims shall survive until finally resolved.

**Section 3.3 Termination**. This Agreement may be terminated, and the transactions contemplated hereby may be abandoned at any time prior to Closing, (i) by mutual agreement of the Parties, (ii) by the Company in the event that the Closing has not occurred by the date that is seven (7) months from the date of this Agreement. Nothing in this Section 3.3 shall be deemed to release any Party from any liability for any breach of this Agreement prior to the effective date of such termination.

**Section 3.4 Governing Law**. This Agreement shall be governed and interpreted in accordance with the laws of the State of New York without giving effect to the conflicts of law principles thereof.

**Section 3.5 Dispute Resolution**. Any dispute, controversy or claim (each, a "Dispute") arising out of or relating to this Agreement, or the interpretation, performance breach, termination, validity or invalidity thereof, shall be referred to arbitration upon the demand of any Party to the dispute with notice (the "Arbitration Notice") to the other Party.

(a) The Dispute shall be settled in Hong Kong in a proceeding conducted in English by one (1) arbitrator from the Hong Kong International Arbitration Centre (the "HKIAC") in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules (the "HKIAC Rules") in force when the Arbitration Notice is submitted in accordance with the HKIAC Rules.

(b) Each party to the arbitration shall cooperate with each other party to the arbitration in making full disclosure of and providing complete access to all information and documents reasonably requested by such other party in connection with such arbitral proceedings, subject only to any confidentiality obligations binding on such party.



(c) The award of the arbitral tribunal shall be final and binding upon the parties thereto, and the prevailing party may apply to a court of competent jurisdiction for enforcement of such award.

(d) During the course of the arbitral tribunal's adjudication of the Dispute, this Agreement shall continue to be performed except with respect to the part in dispute and under adjudication.

**Section 3.6 Amendment.** This Agreement shall not be amended, changed or modified, except by another agreement in writing executed by the Parties hereto.

**Section 3.7 Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, each of the Company and the Option Holder and their respective heirs, successors and permitted assigns.

**Section 3.8 Assignment.** Neither this Agreement nor any of the rights, duties or obligations hereunder may be assigned by the Company or the Option Holder without the express written consent of the other Parties. Any purported assignment in violation of the foregoing sentence shall be null and void.

**Section 3.9 Notices.** All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of actual delivery if delivered personally to the Party to whom notice is to be given, on the date sent if sent by telecopier, tested telex or prepaid telegram, on the next business day following delivery if sent by courier or on the day of attempted delivery by postal service if mailed by registered or certified mail, return receipt requested, postage paid, and properly addressed as follows:

If to the Option Holder, at:        Yes Yield Investments Limited  
  3See Meadow House  
  Blackburne Highway, Road town, Tortola  
  British Virgin Islands

If to the Company, at:                Solar Power, Inc.  
  3400 Douglas Boulevard, Suite 285  
  Roseville, California  
  USA  
  Fax: +1-916-771-3657

Any Party may change its address for purposes of this Section 3.9 by giving the other Party hereto written notice of the new address in the manner set forth above.

**Section 3.10 Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the Parties hereto with respect to the matters covered hereby, and all prior agreements and understandings, oral or in writing, if any, between the Parties with respect to the matters covered hereby are merged and superseded by this Agreement.

**Section 3.11 Severability.** If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the Parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

**Section 3.12 Fees and Expenses.** Except as otherwise provided in this Agreement, each Party will be responsible for all of its own expenses incurred in connection with the negotiation, preparation and execution of this Agreement.

**Section 3.13 Public Announcements.** The Option Holder shall not make, or cause to be made, any press release or public announcement in respect of this Agreement or the transactions contemplated by this Agreement or otherwise communicate with any news media without the prior written consent of the Company unless otherwise required by securities laws or other applicable law.

**Section 3.14 Specific Performance.** The Parties hereto agree that irreparable damage would occur in the event any provision of this Agreement are not performed in accordance with the terms hereof. Accordingly, each Party shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or equity.

**Section 3.15 Headings.** The headings of the various articles and sections of this Agreement are inserted merely for the purpose of convenience and do not expressly or by implication limit, define or extend the specific terms of the section so designated.

**Section 3.16 Execution in Counterparts.** For the convenience of the Parties and to facilitate execution, this Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first above written.

Solar Power, Inc.

By: /s/ Xiaofeng Peng.

Name: Xiaofeng Peng.

Title: Director

Option Holder

Yes Yield Investments Limited

By: /s/ Jilun He

Name: Jilun He

Title: Director

EX-99.3 4 d85857dex993.htm EX-99.3

Exhibit 99.3

### Supplemental Agreement

This supplemental agreement (this "Agreement"), dated as of October 31, 2015, is by and between **Melodious International Investments Group Limited**, formerly known as Yes Yield Investments Limited, a company incorporated under the laws of the British Virgin Islands (the "Option Holder"), and **Solar Power, Inc.**, a California corporation (the "Company").

Whereas, the Option Holder and the Company entered into an option agreement on May 4, 2015 (the "Option Agreement"). According to Section 1.1 of the Option Agreement, the Company grants the Option Holder an option to purchase 9,260,000 Common Shares at the total purchase price of US\$25,002,000 on or prior to the date that is six months from the date of the Option Agreement.

Whereas, the Option Holder has issued a written notice to purchase 3,703,704 Common Shares at the total purchase price of US\$10,000,000.8 and the proposed Closing Date should not be later than November 20, 2015.

Whereas, the Option Holder desires to extend the Option Deadline.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements contained in the Option Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Company and the Option Holder further agree as follows:

1. The Company agrees to extend the Option Deadline to purchase the remaining 5,556,296 Common Shares at the total purchase price of US\$15,001,999.2 to a date that is eight (8) months from the date hereof; and
2. Section 1.1 of the Option Agreement is hereby amended by deleting the last sentence therein.

Capitalized terms used but not defined herein shall have the same meanings as in the Option Agreement.

This Agreement, along with the Option Agreement, constitutes a complete statement of the terms of the agreement between the Company and the Option Holder with respect to its subject matter.

\* \* \* \*

IN WITNESS WHEREOF, the parties caused their signatures of their duly authorized officers to be set forth on the day and year first written above.

Solar Power, Inc.

/s/ Xiaofeng Peng.

Melodious International Investments Group Limited

/s/ Jilun He

**JOINT FILING AGREEMENT**

THIS JOINT FILING AGREEMENT is entered into as of October 22, 2020, by and among the parties hereto. The undersigned hereby agree that the Statement on Schedule 13D with respect to the ordinary shares, par value \$0.0001 per share, of SPI Energy Co., Ltd., a Cayman Islands corporation, and any amendment thereafter signed by each of the undersigned shall be (unless otherwise determined by the undersigned) filed on behalf of each of the undersigned pursuant to and in accordance with the provisions of Rule 13d-1(k)(1) under the Securities Exchange Act of 1934, as amended.

Jilun He

By: /s/ Jilun He

Melodious International Investments Group Limited

By: /s/ Jilun He

Name: Jilun He

Title: Director

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

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**SCHEDULE 13D**

**Under the Securities Exchange Act of 1934**

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**SPI Energy Co., Ltd.**

(Name of Issuer)

**Ordinary Shares, par value \$0.0001**  
(Title of Class of Securities)

**G8651P110**  
(CUSIP Number)

**Jason Wong**  
**Melodious International Investments Group Limited**  
**45F, China Resources Building, 26 Harbour Road,**  
**Wan Chai, Hong Kong**  
**Telephone: +852- 39566776**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

**May 4, 2015**  
(Date of Event Which Requires Filing of This Statement)

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If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because § 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g) check the following box.

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**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7(b) for other parties to whom copies are to be sent.

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\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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## SCHEDULE 13D

CUSIP No. G8651P110

1	Name of reporting persons I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)  Melodious International Investments Group Limited	
2	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC use only	
4	Source of funds (see instructions)  WC	
5	Check box if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)  <input type="checkbox"/>	
6	Citizenship or place of organization  British Virgin Islands	
Number of shares beneficially owned by each reporting person with	7	Sole voting power  0
	8	Shared voting power  1,296,370 shares of Ordinary Shares <sup>1</sup>
	9	Sole dispositive power  0
	10	Shared dispositive power  1,296,370 shares of Ordinary Shares <sup>1</sup>
11	Aggregate amount beneficially owned by each reporting person  1,296,370 shares of Ordinary Shares <sup>1</sup>	
12	Check box if the aggregate amount in Row (11) excludes certain shares (see instructions)  <input type="checkbox"/>	
13	Percent of class represented by amount in Row (11)  7.3% <sup>2</sup>	
14	Type of reporting person (see instructions)  CO	

- Consists of 1,296,370 shares of Ordinary Shares held by Melodious International Investments Group Limited ("MII Group Limited"). See Item 5. MII Group Limited is a British Virgin Islands company wholly owned by Jilun He. Jilun He is the sole director of MII Group Limited. The business address of MII Group Limited is Sea Meadow House, Blackburne Highway, (P.O. Box 116), Road Town, Tortola, British Virgin Islands.
- Percentage calculated based on 17,801,469 shares of Ordinary Shares, consisting of (i) 14,837,469 shares of Ordinary Shares outstanding as of September 30, 2020, as disclosed in the issuer's prospectus supplement on Form 424(b)(5) filed with the Securities and Exchange Commission on October 1, 2020 and (ii) 2,964,000 shares of Ordinary Shares issued by the issuer pursuant to a registered direct offering, as disclosed in the issuer's press release on Form 6-K filed with the Securities and Exchange Commission on October 6, 2020.

## SCHEDULE 13D

CUSIP No. G8651P110

1	Name of reporting persons I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)  Jilun He	
2	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC use only	
4	Source of funds (see instructions)  OO	
5	Check box if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)  <input type="checkbox"/>	
6	Citizenship or place of organization  People's Republic of China	
Number of shares beneficially owned by each reporting person with	7	Sole voting power  0
	8	Shared voting power  1,296,370 shares of Ordinary Shares <sup>1</sup>
	9	Sole dispositive power  0
	10	Shared dispositive power  1,296,370 shares of Ordinary Shares <sup>1</sup>
11	Aggregate amount beneficially owned by each reporting person  1,296,370 shares of Ordinary Shares <sup>1</sup>	
12	Check box if the aggregate amount in Row (11) excludes certain shares (see instructions)  <input type="checkbox"/>	
13	Percent of class represented by amount in Row (11)  7.3% <sup>2</sup>	
14	Type of reporting person (see instructions)  IN	

- Consists of 1,296,370 shares of Ordinary Shares held by Melodious International Investments Group Limited ("MII Group Limited"). See Item 5. MII Group Limited is a British Virgin Islands company wholly owned by Jilun He. Jilun He is the sole director of MII Group Limited. The business address of MII Group Limited is Sea Meadow House, Blackburne Highway, (P.O. Box 116), Road Town, Tortola, British Virgin Islands.
- Percentage calculated based on 17,801,469 shares of Ordinary Shares, consisting of (i) 14,837,469 shares of Ordinary Shares outstanding as of September 30, 2020, as disclosed in the issuer's prospectus supplement on Form 424(b)(5) filed with the Securities and Exchange Commission on October 1, 2020 and (ii) 2,964,000 shares of Ordinary Shares issued by the issuer pursuant to a registered direct offering, as disclosed in the issuer's press release on Form 6-K filed with the Securities and Exchange Commission on October 6, 2020.

**Item 1. Security and Issuer.**

This Statement on Schedule 13D (this “Statement”) relates to the ordinary shares, par value \$0.0001 per share (the “Ordinary Shares”), of SPI Energy Co, Ltd., a Cayman Islands corporation (the “Issuer”). The Issuer’s principal executive offices are located at #1128, 11/F, No. 52 Hung To Road, Kwun Tong, Kowloon, Hong Kong SAR, China.

**Item 2. Identity and Background.**

(a) - (c) This Statement is being filed by each of the following persons (each, a “Reporting Person” and collectively, the “Reporting Persons”):

(i) Melodious International Investments Group Limited (“MII Group Limited”), a British Virgin Islands company; and

(ii) Jilun He, a citizen of the People’s Republic of China.

MII Group Limited is a company wholly owned by Jilun He.

The business address of MII Group Limited is Sea Meadow House, Blackburne Highway, (P.O. Box 116), Road Town, Tortola, British Virgin Islands.

The business address of Jilun He is 45F, China Resources Building, 26 Harbour Road, Wan Chai, Hong Kong.

The principal business of MII Group Limited is investment.

The principal business of Jilun He is merchant.

With respect to MII Group Limited, Jilun He is the sole director of such Reporting Person and there are no other executive officers and directors or persons holding equivalent positions of such Reporting Person.

(d), (e) During the last five years, none of the Reporting Persons has been (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors), or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) The citizenship of Jilun He is the People’s Republic of China.

**Item 3. Source and Amount of Funds or Other Considerations.**

MII Group Limited (formerly: Yes Yield Investments Limited), entered into a purchase agreement (the “Purchase Agreement”) and an option agreement (the “Option Agreement”) with Solar Power, Inc. (“Solar Power”), each dated as of May 4, 2015. Pursuant to the Purchase Agreement, MII Group Limited purchased from Solar Power for an aggregate purchase price of \$25,002,000 a total of 9,260,000 shares of common stock of Solar Power (the “First Batch Common Shares”). Pursuant to the Option Agreement, MII Group Limited has an option to purchase from Solar Power up to 9,260,000 shares of common stock of Solar Power at a total purchase price of US\$25,002,000 (the “Option”) on or prior to November 4, 2015. On October 31, 2015, MII Group Limited exercised the Option and purchased from Solar Power for an aggregate purchase price of US\$10,000,000.8 a total of 3,703,704 shares of common stock of Solar Power (the “Second Batch Common Shares” and collectively with the First Batch Common Shares, the “Purchased Common Shares”). On the same date, MII Group Limited entered into a supplemental agreement (the “Supplemental Agreement”) with Solar Power, pursuant to which MII Group Limited may exercise the Option to purchase the remaining 5,556,296 shares of common stock of Solar Power on or prior to June 30, 2016. Such un-exercised portion of the Option expired on June 30, 2016.

The foregoing description of the terms of each of the Purchase Agreement, the Option Agreement and the Supplemental Agreement is qualified in its entirety by reference to its full text, a copy of which is included as [Exhibit 99.1](#), [Exhibit 99.2](#) and [Exhibit 99.3](#) of this Statement, respectively, and is incorporated herein by reference.

The purchase of the Purchased Common Shares was funded from the working capital of MII Group Limited.

Solar Power merged with the Issuer and reorganized as a Cayman Islands company on January 4, 2016, each share of common stock of Solar Power was converted into one share of Ordinary Share of the Issuer. The Issuer completed a 1-for-10 share split on September 19, 2017, a 10-for-1 share combination on November 6, 2017 and another 10-for-1 share combination on November 15, 2018. As of the date of this Statement, MII Group Limited held 1,296,370 shares of Ordinary Shares converted from the Purchased Common Shares.

MII Group Limited purchased a total of 152,557 shares of Ordinary Shares in the open market from April 14, 2016 to October 13, 2016, for an aggregate price of US\$9,715,268.59, exclusive of commissions and fees, and sold a total of 152,557 shares of Ordinary Shares in the open market from April 25, 2016 to September 28, 2020, for an aggregate price of US\$1,650,317.74, exclusive of commissions and fees. The funds for the purchase of such shares of Ordinary Shares came from the working capital of MII Group Limited. No borrowed funds were used to purchase such shares of Ordinary Shares.

Jilun He purchased 320 shares of Ordinary Shares in the open market on July 14, 2016, for an aggregate price of US\$19,615.68, exclusive of commissions and fees, and sold 320 shares of Ordinary Shares in the open market on September 25, 2020, for an aggregate price of US\$3,324.05, exclusive of commissions and fees. The funds for the purchase of such shares of Ordinary Shares came from Jilun He's cash on hand. No borrowed funds were used to purchase such shares of Ordinary Shares.

**Item 4. Purpose of Transaction.**

The information set forth in Items 3, 5 and 6 of this Statement is hereby incorporated by reference in this Item 4.

The Reporting Persons purchased the Purchased Common Shares from the Issuer and in the open market for investment purposes. The Reporting Persons intend to review their equity interest in the Issuer on a regular basis and, as a result thereof, may at any time or from time to time determine, either alone or as part of a group, (a) to acquire additional securities of the Issuer, through open market purchases, privately negotiated transactions or otherwise, (b) to dispose of all or a portion of the securities of the Issuer owned by them in the open market, in privately negotiated transactions or otherwise, or (c) to take any other available course of action, which could involve one or more of the types of transactions or have one or more of the results described in the next paragraph of this Item 4. Any such acquisition or disposition or other transaction would be made in compliance with all applicable laws and regulations. In reaching any decision as to their course of action (as well as to the specific elements thereof), the Reporting Persons currently expect that they would take into consideration a variety of factors, including, but not limited to, the following: current and anticipated future trading prices of the securities of the Issuer; the financial condition, results of operations and prospects of the Issuer; general economic conditions; and money and stock market conditions, including the market price of the securities of the Issuer.

Other than as set forth in this Statement, the Reporting Persons have no present plans or proposals which relate to or would result in:

- (a) An extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Issuer or any of its subsidiaries;
- (b) A sale or transfer of a material amount of assets of the Issuer or of any of its subsidiaries;
- (c) Any change in the present board of directors or management of the Issuer, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the board;
- (d) Any material change in the present capitalization or dividend policy of the Issuer;
- (e) Any other material change in the Issuer's business or corporate structure;
- (f) Changes in the Issuer's charter, bylaws or instruments corresponding thereto or other actions which may impede the acquisition of control of the Issuer by any person;
- (g) A class of securities of the Issuer being delisted from a national securities exchange or ceasing to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association;
- (h) A class of equity securities of the Issuer becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Act; or
- (i) Any action similar to any of those enumerated above.

**Item 5. Interest in Securities of the Issuer.**

(a) and (b). The following disclosure assumes that there were 17,801,469 shares of Ordinary Shares outstanding as of the date of this Statement, including (i) 14,837,469 shares of Ordinary Shares outstanding as of September 30, 2020, as disclosed in the issuer's prospectus supplement on Form 424(b)(5) filed with the Securities and Exchange Commission on October 1, 2020 and (ii) 2,964,000 shares of Ordinary Shares issued by the issuer pursuant to a registered direct offering, as disclosed in the issuer's press release on Form 6-K filed with the Securities and Exchange Commission on October 6, 2020.

MII Group Limited is the direct owner of 1,296,370 shares of Ordinary Shares of the Issuer and Jilun He is the indirect owner of such shares. The Reporting Persons are deemed to have the shared power to vote or to direct the vote or dispose or direct the disposition of such 1,296,370 shares of Ordinary Shares, representing 7.3% of the Issuer's total issued and outstanding shares of Ordinary Shares as of the date of this Statement.

Except as disclosed in Items 5(a) and 5(b), neither of the Reporting Persons has beneficially own any Ordinary Shares, or has the right to acquire any Ordinary Shares, nor presently have the power to vote or to direct the vote or to dispose or direct the disposition of any of the Ordinary Shares which it may be deemed to beneficially own.

(c) The trading dates, number of shares of Ordinary Shares purchased or sold and the price per share for all transactions in the shares of Ordinary Shares of the Issuer effected on behalf of each Reporting Person within the last 60 days, which were all ordinary brokerage transactions effected in the open market, are set forth in Schedule A and are incorporated herein by reference.

Except as disclosed in this Statement, neither of the Reporting Persons has effected any transaction in the shares of Ordinary Shares or other securities of the Issuer during the past 60 days.

(d) Except as set forth in this Item 5, no person other than the Reporting Persons is known to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, such securities.

(e) Not applicable.

**Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.**

The information set forth in Items 3 and 4 of this Statement is hereby incorporated by reference.

The Reporting Persons entered into a joint filing agreement on October 22, 2020 (the "Joint Filing Agreement"), pursuant to which they have agreed to file this Statement jointly in accordance with the provisions of Rule 13d-1(k)(1) under the Securities Exchange Act of 1934, as amended. A copy of the Joint Filing Agreement is attached hereto as Exhibit 99.4.

Except as set forth herein, neither of the Reporting Persons has any contracts, arrangements, understandings or relationships (legal or otherwise) with respect to any securities of the Issuer, including but not limited to transfer or voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies. None of the Ordinary Shares beneficially owned by the Reporting Persons is pledged or otherwise subject to a contingency the occurrence of which would give a person voting power or investment power over such securities.

**Item 7. Materials to be Filed as Exhibits.**

Exhibit No.	Description
99.1	Purchase Agreement, dated May 4, 2015, between Yes Yield Investments Limited and Solar Power, Inc.
99.2	Option Agreement, dated May 4, 2015, between Yes Yield Investments Limited and Solar Power, Inc.
99.3	Supplemental Agreement, dated October 31, 2015, between Melodious International Investments Group Limited and Solar Power, Inc.
99.4	Joint Filing Agreement, between each Reporting Person, dated October 22, 2020.

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**SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: October 22, 2020

Jilun He

By: /s/ Jilun He

Melodious International Investments Group Limited

By: /s/ Jilun He

Name: Jilun He

Title: Director

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SCHEDULE A  
TRANSACTIONS IN PAST 60 DAYS

The following sale transactions were made by MII Group Limited in open-market broker transactions:

<u>Trade Date</u>	<u>Transaction</u>	<u>Shares</u>	<u>Average Per Share Price</u>
2020-09-27	Sell	52,557	\$ 12.000
2020-09-28	Sell	50,000	\$ 9.900
2020-09-28	Sell	50,000	\$ 9.900

The following sale transactions were made by Jilun He in open-market broker transactions:

<u>Trade Date</u>	<u>Transaction</u>	<u>Shares</u>	<u>Average Per Share Price</u>
2020-09-25	Sell	320	\$ 10.388

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

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**SCHEDULE 13D**

**Under the Securities Exchange Act of 1934**

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**SPI Energy Co., Ltd.**

(Name of Issuer)

**Ordinary Shares, par value \$0.0001**

(Title of Class of Securities)

**G8651P110**

(CUSIP Number)

**Jason Wong**

**Melodious International Investments Group Limited**

**45F, China Resources Building, 26 Harbour Road,**

**Wan Chai, Hong Kong**

**Telephone: +852- 39566776**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

**May 4, 2015**

(Date of Event Which Requires Filing of This Statement)

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If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because § 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g) check the following box.

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**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7(b) for other parties to whom copies are to be sent.

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\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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## SCHEDULE 13D

CUSIP No. G8651P110

1	Name of reporting persons I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)  Melodious International Investments Group Limited	
2	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC use only	
4	Source of funds (see instructions)  WC	
5	Check box if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)  <input type="checkbox"/>	
6	Citizenship or place of organization  British Virgin Islands	
Number of shares beneficially owned by each reporting person with	7	Sole voting power  0
	8	Shared voting power  1,296,370 shares of Ordinary Shares <sup>1</sup>
	9	Sole dispositive power  0
	10	Shared dispositive power  1,296,370 shares of Ordinary Shares <sup>1</sup>
11	Aggregate amount beneficially owned by each reporting person  1,296,370 shares of Ordinary Shares <sup>1</sup>	
12	Check box if the aggregate amount in Row (11) excludes certain shares (see instructions)  <input type="checkbox"/>	
13	Percent of class represented by amount in Row (11)  7.3% <sup>2</sup>	
14	Type of reporting person (see instructions)  CO	

- Consists of 1,296,370 shares of Ordinary Shares held by Melodious International Investments Group Limited ("MII Group Limited"). See Item 5. MII Group Limited is a British Virgin Islands company wholly owned by Jilun He. Jilun He is the sole director of MII Group Limited. The business address of MII Group Limited is Sea Meadow House, Blackburne Highway, (P.O. Box 116), Road Town, Tortola, British Virgin Islands.
- Percentage calculated based on 17,801,469 shares of Ordinary Shares, consisting of (i) 14,837,469 shares of Ordinary Shares outstanding as of September 30, 2020, as disclosed in the issuer's prospectus supplement on Form 424(b)(5) filed with the Securities and Exchange Commission on October 1, 2020 and (ii) 2,964,000 shares of Ordinary Shares issued by the issuer pursuant to a registered direct offering, as disclosed in the issuer's press release on Form 6-K filed with the Securities and Exchange Commission on October 6, 2020.

## SCHEDULE 13D

CUSIP No. G8651P110

1	Name of reporting persons I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)  Jilun He	
2	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC use only	
4	Source of funds (see instructions)  OO	
5	Check box if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)  <input type="checkbox"/>	
6	Citizenship or place of organization  People's Republic of China	
Number of shares beneficially owned by each reporting person with	7	Sole voting power  0
	8	Shared voting power  1,296,370 shares of Ordinary Shares <sup>1</sup>
	9	Sole dispositive power  0
	10	Shared dispositive power  1,296,370 shares of Ordinary Shares <sup>1</sup>
11	Aggregate amount beneficially owned by each reporting person  1,296,370 shares of Ordinary Shares <sup>1</sup>	
12	Check box if the aggregate amount in Row (11) excludes certain shares (see instructions)  <input type="checkbox"/>	
13	Percent of class represented by amount in Row (11)  7.3% <sup>2</sup>	
14	Type of reporting person (see instructions)  IN	

- Consists of 1,296,370 shares of Ordinary Shares held by Melodious International Investments Group Limited ("MII Group Limited"). See Item 5. MII Group Limited is a British Virgin Islands company wholly owned by Jilun He. Jilun He is the sole director of MII Group Limited. The business address of MII Group Limited is Sea Meadow House, Blackburne Highway, (P.O. Box 116), Road Town, Tortola, British Virgin Islands.
- Percentage calculated based on 17,801,469 shares of Ordinary Shares, consisting of (i) 14,837,469 shares of Ordinary Shares outstanding as of September 30, 2020, as disclosed in the issuer's prospectus supplement on Form 424(b)(5) filed with the Securities and Exchange Commission on October 1, 2020 and (ii) 2,964,000 shares of Ordinary Shares issued by the issuer pursuant to a registered direct offering, as disclosed in the issuer's press release on Form 6-K filed with the Securities and Exchange Commission on October 6, 2020.

**Item 1. Security and Issuer.**

This Statement on Schedule 13D (this “Statement”) relates to the ordinary shares, par value \$0.0001 per share (the “Ordinary Shares”), of SPI Energy Co, Ltd., a Cayman Islands corporation (the “Issuer”). The Issuer’s principal executive offices are located at #1128, 11/F, No. 52 Hung To Road, Kwun Tong, Kowloon, Hong Kong SAR, China.

**Item 2. Identity and Background.**

(a) - (c) This Statement is being filed by each of the following persons (each, a “Reporting Person” and collectively, the “Reporting Persons”):

(i) Melodious International Investments Group Limited (“MII Group Limited”), a British Virgin Islands company; and

(ii) Jilun He, a citizen of the People’s Republic of China.

MII Group Limited is a company wholly owned by Jilun He.

The business address of MII Group Limited is Sea Meadow House, Blackburne Highway, (P.O. Box 116), Road Town, Tortola, British Virgin Islands.

The business address of Jilun He is 45F, China Resources Building, 26 Harbour Road, Wan Chai, Hong Kong.

The principal business of MII Group Limited is investment.

The principal business of Jilun He is merchant.

With respect to MII Group Limited, Jilun He is the sole director of such Reporting Person and there are no other executive officers and directors or persons holding equivalent positions of such Reporting Person.

(d), (e) During the last five years, none of the Reporting Persons has been (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors), or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) The citizenship of Jilun He is the People’s Republic of China.

**Item 3. Source and Amount of Funds or Other Considerations.**

MII Group Limited (formerly: Yes Yield Investments Limited), entered into a purchase agreement (the “Purchase Agreement”) and an option agreement (the “Option Agreement”) with Solar Power, Inc. (“Solar Power”), each dated as of May 4, 2015. Pursuant to the Purchase Agreement, MII Group Limited purchased from Solar Power for an aggregate purchase price of \$25,002,000 a total of 9,260,000 shares of common stock of Solar Power (the “First Batch Common Shares”). Pursuant to the Option Agreement, MII Group Limited has an option to purchase from Solar Power up to 9,260,000 shares of common stock of Solar Power at a total purchase price of US\$25,002,000 (the “Option”) on or prior to November 4, 2015. On October 31, 2015, MII Group Limited exercised the Option and purchased from Solar Power for an aggregate purchase price of US\$10,000,000.8 a total of 3,703,704 shares of common stock of Solar Power (the “Second Batch Common Shares” and collectively with the First Batch Common Shares, the “Purchased Common Shares”). On the same date, MII Group Limited entered into a supplemental agreement (the “Supplemental Agreement”) with Solar Power, pursuant to which MII Group Limited may exercise the Option to purchase the remaining 5,556,296 shares of common stock of Solar Power on or prior to June 30, 2016. Such un-exercised portion of the Option expired on June 30, 2016.

The foregoing description of the terms of each of the Purchase Agreement, the Option Agreement and the Supplemental Agreement is qualified in its entirety by reference to its full text, a copy of which is included as [Exhibit 99.1](#), [Exhibit 99.2](#) and [Exhibit 99.3](#) of this Statement, respectively, and is incorporated herein by reference.

The purchase of the Purchased Common Shares was funded from the working capital of MII Group Limited.

Solar Power merged with the Issuer and reorganized as a Cayman Islands company on January 4, 2016, each share of common stock of Solar Power was converted into one share of Ordinary Share of the Issuer. The Issuer completed a 1-for-10 share split on September 19, 2017, a 10-for-1 share combination on November 6, 2017 and another 10-for-1 share combination on November 15, 2018. As of the date of this Statement, MII Group Limited held 1,296,370 shares of Ordinary Shares converted from the Purchased Common Shares.

MII Group Limited purchased a total of 152,557 shares of Ordinary Shares in the open market from April 14, 2016 to October 13, 2016, for an aggregate price of US\$9,715,268.59, exclusive of commissions and fees, and sold a total of 152,557 shares of Ordinary Shares in the open market from April 25, 2016 to September 28, 2020, for an aggregate price of US\$1,650,317.74, exclusive of commissions and fees. The funds for the purchase of such shares of Ordinary Shares came from the working capital of MII Group Limited. No borrowed funds were used to purchase such shares of Ordinary Shares.

Jilun He purchased 320 shares of Ordinary Shares in the open market on July 14, 2016, for an aggregate price of US\$19,615.68, exclusive of commissions and fees, and sold 320 shares of Ordinary Shares in the open market on September 25, 2020, for an aggregate price of US\$3,324.05, exclusive of commissions and fees. The funds for the purchase of such shares of Ordinary Shares came from Jilun He's cash on hand. No borrowed funds were used to purchase such shares of Ordinary Shares.

**Item 4. Purpose of Transaction.**

The information set forth in Items 3, 5 and 6 of this Statement is hereby incorporated by reference in this Item 4.

The Reporting Persons purchased the Purchased Common Shares from the Issuer and in the open market for investment purposes. The Reporting Persons intend to review their equity interest in the Issuer on a regular basis and, as a result thereof, may at any time or from time to time determine, either alone or as part of a group, (a) to acquire additional securities of the Issuer, through open market purchases, privately negotiated transactions or otherwise, (b) to dispose of all or a portion of the securities of the Issuer owned by them in the open market, in privately negotiated transactions or otherwise, or (c) to take any other available course of action, which could involve one or more of the types of transactions or have one or more of the results described in the next paragraph of this Item 4. Any such acquisition or disposition or other transaction would be made in compliance with all applicable laws and regulations. In reaching any decision as to their course of action (as well as to the specific elements thereof), the Reporting Persons currently expect that they would take into consideration a variety of factors, including, but not limited to, the following: current and anticipated future trading prices of the securities of the Issuer; the financial condition, results of operations and prospects of the Issuer; general economic conditions; and money and stock market conditions, including the market price of the securities of the Issuer.

Other than as set forth in this Statement, the Reporting Persons have no present plans or proposals which relate to or would result in:

- (a) An extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Issuer or any of its subsidiaries;
- (b) A sale or transfer of a material amount of assets of the Issuer or of any of its subsidiaries;
- (c) Any change in the present board of directors or management of the Issuer, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the board;
- (d) Any material change in the present capitalization or dividend policy of the Issuer;
- (e) Any other material change in the Issuer's business or corporate structure;
- (f) Changes in the Issuer's charter, bylaws or instruments corresponding thereto or other actions which may impede the acquisition of control of the Issuer by any person;
- (g) A class of securities of the Issuer being delisted from a national securities exchange or ceasing to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association;
- (h) A class of equity securities of the Issuer becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Act; or
- (i) Any action similar to any of those enumerated above.

**Item 5. Interest in Securities of the Issuer.**

(a) and (b). The following disclosure assumes that there were 17,801,469 shares of Ordinary Shares outstanding as of the date of this Statement, including (i) 14,837,469 shares of Ordinary Shares outstanding as of September 30, 2020, as disclosed in the issuer's prospectus supplement on Form 424(b)(5) filed with the Securities and Exchange Commission on October 1, 2020 and (ii) 2,964,000 shares of Ordinary Shares issued by the issuer pursuant to a registered direct offering, as disclosed in the issuer's press release on Form 6-K filed with the Securities and Exchange Commission on October 6, 2020.

MII Group Limited is the direct owner of 1,296,370 shares of Ordinary Shares of the Issuer and Jilun He is the indirect owner of such shares. The Reporting Persons are deemed to have the shared power to vote or to direct the vote or dispose or direct the disposition of such 1,296,370 shares of Ordinary Shares, representing 7.3% of the Issuer's total issued and outstanding shares of Ordinary Shares as of the date of this Statement.

Except as disclosed in Items 5(a) and 5(b), neither of the Reporting Persons has beneficially own any Ordinary Shares, or has the right to acquire any Ordinary Shares, nor presently have the power to vote or to direct the vote or to dispose or direct the disposition of any of the Ordinary Shares which it may be deemed to beneficially own.

(c) The trading dates, number of shares of Ordinary Shares purchased or sold and the price per share for all transactions in the shares of Ordinary Shares of the Issuer effected on behalf of each Reporting Person within the last 60 days, which were all ordinary brokerage transactions effected in the open market, are set forth in Schedule A and are incorporated herein by reference.

Except as disclosed in this Statement, neither of the Reporting Persons has effected any transaction in the shares of Ordinary Shares or other securities of the Issuer during the past 60 days.

(d) Except as set forth in this Item 5, no person other than the Reporting Persons is known to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, such securities.

(e) Not applicable.

**Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.**

The information set forth in Items 3 and 4 of this Statement is hereby incorporated by reference.

The Reporting Persons entered into a joint filing agreement on October 22, 2020 (the "Joint Filing Agreement"), pursuant to which they have agreed to file this Statement jointly in accordance with the provisions of Rule 13d-1(k)(1) under the Securities Exchange Act of 1934, as amended. A copy of the Joint Filing Agreement is attached hereto as Exhibit 99.4.

Except as set forth herein, neither of the Reporting Persons has any contracts, arrangements, understandings or relationships (legal or otherwise) with respect to any securities of the Issuer, including but not limited to transfer or voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies. None of the Ordinary Shares beneficially owned by the Reporting Persons is pledged or otherwise subject to a contingency the occurrence of which would give a person voting power or investment power over such securities.

**Item 7. Materials to be Filed as Exhibits.**

Exhibit No.	Description
99.1	Purchase Agreement, dated May 4, 2015, between Yes Yield Investments Limited and Solar Power, Inc.
99.2	Option Agreement, dated May 4, 2015, between Yes Yield Investments Limited and Solar Power, Inc.
99.3	Supplemental Agreement, dated October 31, 2015, between Melodious International Investments Group Limited and Solar Power, Inc.
99.4	Joint Filing Agreement, between each Reporting Person, dated October 22, 2020.

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**SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: October 22, 2020

Jilun He

By: /s/ Jilun He

Melodious International Investments Group Limited

By: /s/ Jilun He

Name: Jilun He

Title: Director

SCHEDULE A  
TRANSACTIONS IN PAST 60 DAYS

The following sale transactions were made by MII Group Limited in open-market broker transactions:

<u>Trade Date</u>	<u>Transaction</u>	<u>Shares</u>	<u>Average Per Share Price</u>
2020-09-27	Sell	52,557	\$ 12.000
2020-09-28	Sell	50,000	\$ 9.900
2020-09-28	Sell	50,000	\$ 9.900

The following sale transactions were made by Jilun He in open-market broker transactions:

<u>Trade Date</u>	<u>Transaction</u>	<u>Shares</u>	<u>Average Per Share Price</u>
2020-09-25	Sell	320	\$ 10.388

EX-99.1 2 d85857dex991.htm EX-99.1

Exhibit 99.1

**PURCHASE AGREEMENT**

This Purchase Agreement (this "Agreement"), dated as of May 4, 2015, is by and between **Yes Yield Investments Limited**, a company established under the laws of the British Virgin Islands (the "Purchaser"), and **Solar Power, Inc.**, a California corporation (the "Company"). Each of the Purchaser and the Company is referred to herein each as a "Party", and collectively as the "Parties".

W I T N E S S E T H:

WHEREAS, the Company and the Purchaser desire to provide for the issuance, sale and purchase of certain number of shares of common stock of the Company, par value US\$0.0001 per share (the "Common Shares"), on the terms and conditions set forth in this Agreement; and

WHEREAS, the Company and the Purchaser desire to make certain representations, warranties, covenants and agreements in connection with the issuance, sale and purchase of certain Common Shares and related transactions contemplated by this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Company and the Purchaser agree as follows:

**ARTICLE I**

**PURCHASE AND SALE**

**Section 1.1 Issuance, Sale and Purchase of Shares.** Subject to the terms and conditions of this Agreement, and in reliance upon the representations and warranties set forth herein, the Company agrees to issue, sell and deliver to the Purchaser, free and clear of any pledge, mortgage, security interest, encumbrance, lien, charge, assessment, claim or restriction of any kind or nature other than those imposed by the Articles of Incorporation and Bylaws of the Company, and the Purchaser agrees to purchase from the Company, on the Closing Date (as defined below), 9,260,000 Common Shares (the "Purchase Shares").

**Section 1.2 Purchase Price.** The Purchaser shall pay an aggregate purchase price of US\$25,002,000 (the "Purchase Price") for the Purchase Shares.

**Section 1.3 Closing.**

(a) Upon the terms and subject to the conditions of this Agreement, the closing (the "Closing") of the purchase and sale of the Purchase Shares shall take place at a place determined by the Company at 9:00 A.M. New York time on a date that is no later than 60 days after the date hereof or at such other time or on such other date that is agreed upon in writing by the Company and the Purchaser (the "Closing Date").

(b) At or before the Closing, the Purchaser shall deliver the Purchase Price by wire transfer in immediately available funds to the Company's bank account designated by the Company in a written notice to the Purchaser. At the Closing, the Purchaser shall deliver a certificate of a duly authorized officer of the Purchaser certifying as to the matters set forth in Section 1.4(b).

(c) After the Closing and as soon as practicable, the Company shall make entry or entries in the stock ledger of the Company and deliver to the Purchaser the following items:

(i) A stock certificate (x) representing the number of Purchase Shares and (y) evidencing the Purchaser as the holder of the Purchase Shares with the rights of a holder of Common Shares under the Articles of Incorporation and the Bylaws of the Company, such rights being the same as the rights of other holders of Common Shares.

(ii) A copy of the updated stock ledger of the Company evidencing the Purchaser as the holder of the Purchase Shares;

(iii) A true and complete copy certified by a director of the Company, of the resolutions duly and validly adopted by the board of directors of the Company, evidencing its approval of the issuance and allotment of the Purchase Shares to the Purchaser.

**Section 1.4 Closing Conditions.**

The obligations of the Company to issue and sell the Purchase Shares as contemplated by this Agreement shall be subject to the satisfaction, on or before the Closing, of each of the following conditions, provided that any of which may be waived in writing by the Company in its sole discretion:

(a) All corporate and other actions required to be taken by the Company in connection with the issuance and sale of the Purchase Shares shall have been completed and all corporate and other actions required to be taken by the Purchaser in connection with the purchase of the Purchase Shares shall have been completed.

(b) The representations and warranties of the Purchaser contained in Section 2.2 of this Agreement shall have been true and correct on the date of this Agreement and shall be true and correct in all material respects as of the Closing; and the Purchaser shall have performed and complied with in all material respects all, and not be in breach or default in any material respect under any, agreements, covenants, conditions and obligations contained in this Agreement that are required to be performed or complied with on or before the Closing.

(c) No governmental authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any law (whether temporary, preliminary or permanent) that is in effect and restrains, enjoins, prevents, prohibits or otherwise makes illegal the consummation of, or materially and adversely alter, the transactions contemplated by this Agreement or imposes any damages or penalties that are substantial in relation to the Company; and no action, suit, proceeding or investigation shall have been instituted by or before any governmental authority of competent jurisdiction or threatened that seeks to restrain, enjoin, prevent, prohibit or otherwise makes illegal the consummation of, or materially and adversely alter, the transactions contemplated by this Agreement or impose any damages or penalties that are substantial in relation to the Company.



## ARTICLE II

## REPRESENTATIONS AND WARRANTIES

**Section 2.1 Representations and Warranties of the Company.** The Company hereby represents and warrants to the Purchaser, as of the date hereof and as of the Closing, as follows:

(a) Organization and Authority. Each of the Company and its subsidiaries is an entity duly incorporated or otherwise organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, with the requisite power and authority to own and use its properties and assets and to carry on its business in all material respects as is currently conducted. Neither the Company nor any of its subsidiaries is in material violation or default of any of the provisions of its respective certificate or articles of incorporation, bylaws or other organizational or charter documents. Each of the Company and its subsidiaries is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary and no proceeding has been instituted in any such jurisdiction revoking, limiting or curtailing or seeking to revoke, limit or curtail such power and authority or qualification, except to the extent that the failure to be so qualified and in good standing would not adversely affect the ability of the Company to carry out its obligations under, and to consummate the transactions contemplated by, this Agreement or adversely affect the ability of the Company and its subsidiaries to conduct the business as is currently conducted.

(b) Due Issuance of the Purchase Shares. The Purchase Shares of the Purchaser have been duly authorized and, when issued and delivered to the Purchaser and paid for by the Purchaser pursuant to this Agreement, will be validly issued, fully paid and non-assessable, and free of any liens or encumbrances, except as required by applicable laws, and issued in compliance with all applicable federal, securities laws and the Articles of Incorporation and the Bylaws of the Company.

(c) Authority. The Company has full power and authority to enter into, execute and deliver this Agreement and each agreement, certificate, document and instrument to be executed and delivered by it pursuant to this Agreement and to perform its obligations hereunder. The execution and delivery by it of this Agreement and the performance by it of its obligations hereunder have been duly authorized by all requisite actions on its part.

(d) Noncontravention. This Agreement has been duly executed and delivered by the Company and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, and (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental entity or court to which the Company or any of its subsidiaries is subject. To the Company's best knowledge, neither the execution and delivery by the Company of this Agreement, nor the consummation by the Company of any of the transactions contemplated hereby, nor compliance by the Company with any of the terms and conditions hereof will contravene any existing agreement, federal, state, county or local law, rule or regulation or any judgment, decree or order applicable to, or binding upon, it.

(e) Filings, Consents and Approvals. Assuming the accuracy of the representations and warranties of the Purchaser in Section 2.2(f), neither the execution and delivery by the Company of this Agreement, nor the consummation by the Company of any of the transactions contemplated hereby, nor the performance by the Company of this Agreement in accordance with its terms requires the filing, consent, approval, order or authorization of, or registration with, or the giving notice to, any governmental or public body or authority, except such as have been obtained, made, given or will be made promptly hereafter and any required filing or notification with the Securities and Exchange Commission.

**Section 2.2 Representations and Warranties of the Purchaser.** The Purchaser hereby represents and warrants to the Company as of the date hereof and as of the Closing Date, as follows:

(a) Due Formation. It is a company duly incorporated as an exempted company with limited liability, validly existing and in good standing under the laws of the jurisdiction of its incorporation, with full power and authority to own and operate and to carry on its business in the places and in the manner as currently conducted.

(b) Authority. It has full power and authority to enter into, execute and deliver this Agreement and each agreement, certificate, document and instrument to be executed and delivered by it pursuant to this Agreement and to perform its obligations hereunder. The execution and delivery by it of this Agreement and the performance by it of its obligations hereunder have been duly authorized by all requisite actions on its part.

(c) Valid Agreement. This Agreement has been duly executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, and (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

(d) Consents. Neither the execution and delivery by it of this Agreement nor the consummation by it of any of the transactions contemplated hereby nor the performance by it of this Agreement in accordance with its terms requires the consent, approval, order or authorization of, or registration with, or the giving of notice to, any governmental or public body or authority or any third party, except as have been obtained, made or given.

(e) No Conflict. Neither the execution and delivery by it of this Agreement, nor the consummation by it of any of the transactions contemplated hereby, nor compliance by it with any of the terms and conditions hereof will contravene any existing agreement, federal, state, county or local law, rule or regulation or any judgment, decree or order applicable to, or binding upon, it.

(f) Status and Investment Intent.

(i) Experience. It has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of its investment in the Purchase Shares. It is capable of bearing the economic risks of such investment, including a complete loss of its investment.

(ii) Purchase Entirely for Own Account. It is acquiring the Purchase Shares for its own account for investment purposes only and not with the view to, or with any intention of, resale, distribution or other disposition thereof. It does not have any direct or indirect arrangement, or understanding with any other persons to distribute, or regarding the distribution of the Purchase Shares in violation of the United States Securities Act of 1933, as amended (the “Securities Act”) or other applicable laws.

(iii) Not U.S. person. It is not a “U.S. person” (as such term is defined in Regulation S of the Securities Act) and is not purchasing the Purchase Shares for the account or benefit of any “U.S. person”.

(iv) Distribution Compliance Period. It acknowledges that all offers and sales of the Purchase Shares before the end of the “distribution compliance period” (as such term is defined in Regulation S of the Securities Act) be made only in accordance with Regulation S of the Securities Act, pursuant to registration of the securities under the Securities Act or pursuant to an exemption therefrom.

(v) Restrictive Legend. It understands that the certificate evidencing the Purchase Shares will bear a legend or other restriction substantially to the following effect:

“THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”). NO SALE, PLEDGE, HYPOTHECATION, TRANSFER OR OTHER DISPOSITION OF THESE SECURITIES MAY BE MADE UNLESS EITHER (A) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR (B) PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, IN EITHER CASE UPON THE RECEIPT OF AN OPINION OF U.S. COUNSEL.”

(vi) No Broker. No broker, investment banker or other person is entitled to any broker’s, finder’s or other similar fee or commission in connection with the execution and delivery of this Agreement or the consummation of any of the transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Purchaser.

(g) Financing. It has sufficient funds available to it to purchase all of the Purchase Shares pursuant to this Agreement.

### ARTICLE III

#### MISCELLANEOUS

**Section 3.1 Lockup.** Without the prior written consent of the Company, the Purchaser shall not sell, give, assign, hypothecate, pledge, encumber, grant a security interest in or otherwise dispose of, or suffer to exist (whether by operation of law or otherwise) any encumbrance on, any of the Purchase Shares, or any right, title or interest therein or thereto, prior to the date that is three (3) months after the Closing Date.

**Section 3.2 Survival of the Representations and Warranties.** All representations and warranties made by any Party shall survive for two years and shall terminate and be without further force or effect on the second anniversary of the Closing Date. Notwithstanding the foregoing, any claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the non-breaching Party prior to the expiration date of the applicable survival period shall not thereafter be barred by the expiration of the relevant representations or warranty and such claims shall survive until finally resolved.

**Section 3.3 Termination.** This Agreement may be terminated, and the transactions contemplated hereby may be abandoned at any time prior to Closing, (i) by mutual agreement of the Parties, (ii) by the Purchaser in the event that the Closing has not occurred by the date that is 90 days from the date of this Agreement. Nothing in this **Section 3.3** shall be deemed to release any Party from any liability for any breach of this Agreement prior to the effective date of such termination.

**Section 3.4 Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of the State of New York without giving effect to the conflicts of law principles thereof.

**Section 3.5 Dispute Resolution.** Any dispute, controversy or claim (each, a “Dispute”) arising out of or relating to this Agreement, or the interpretation, performance breach, termination, validity or invalidity thereof, shall be referred to arbitration upon the demand of any Party to the dispute with notice (the “Arbitration Notice”) to the other Party.

(a) The Dispute shall be settled in Hong Kong in a proceeding conducted in English by one (1) arbitrator from the Hong Kong International Arbitration Centre (the “HKIAC”) in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules (the “HKIAC Rules”) in force when the Arbitration Notice is submitted in accordance with the HKIAC Rules.

(b) Each party to the arbitration shall cooperate with each other party to the arbitration in making full disclosure of and providing complete access to all information and documents reasonably requested by such other party in connection with such arbitral proceedings, subject only to any confidentiality obligations binding on such party.

(c) The award of the arbitral tribunal shall be final and binding upon the parties thereto, and the prevailing party may apply to a court of competent jurisdiction for enforcement of such award.

(d) During the course of the arbitral tribunal’s adjudication of the Dispute, this Agreement shall continue to be performed except with respect to the part in dispute and under adjudication.

**Section 3.6 Amendment.** This Agreement shall not be amended, changed or modified, except by another agreement in writing executed by the Parties hereto.

**Section 3.7 Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, each of the Parties and their respective heirs, successors and permitted assigns.

**Section 3.8 Assignment.** Neither this Agreement nor any of the rights, duties or obligations hereunder may be assigned by the Company or the Purchaser without the express written consent of the other Party. Any purported assignment in violation of the foregoing sentence shall be null and void.

**Section 3.9 Notices.** All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of actual delivery if delivered personally to the Parties to whom notice is to be given, on the date sent if sent by telecopier, tested telex or prepaid telegram, on the next business day following delivery if sent by courier or on the day of attempted delivery by postal service if mailed by registered or certified mail, return receipt requested, postage paid, and properly addressed as follows:

If to the Purchaser, at:	Yes Yield Investments Limited 3See Meadow House Blackburne Highway, Road town, Tortola British Virgin Islands
--------------------------	--

If to the Company, at:	Solar Power, Inc. 3400 Douglas Boulevard, Suite 285 Roseville, California USA Fax: +1-916-771-3657
------------------------	--

Any Party may change its address for purposes of this Section 3.9 by giving the other Party a written notice of the new address in the manner set forth above.

**Section 3.10 Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the Parties hereto with respect to the matters covered hereby, and all prior agreements and understandings, oral or in writing, if any, between the Parties with respect to the matters covered hereby are merged and superseded by this Agreement.

**Section 3.11 Severability.** If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the Parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

**Section 3.12 Fees and Expenses.** Except as otherwise provided in this Agreement, each Party will be responsible for all of its own expenses incurred in connection with the negotiation, preparation and execution of this Agreement.

**Section 3.13 Public Announcements.** The Purchaser shall not make, or cause to be made, any press release or public announcement in respect of this Agreement or the transactions contemplated by this Agreement or otherwise communicate with any news media without the prior written consent of the Company unless otherwise required by securities laws or other applicable law.

**Section 3.14 Specific Performance.** The Parties agree that irreparable damage would occur in the event any provision of this Agreement is not performed in accordance with the terms hereof. Accordingly, each Party shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or equity.

**Section 3.15 Headings.** The headings of the various articles and sections of this Agreement are inserted merely for the purpose of convenience and do not expressly or by implication limit, define or extend the specific terms of the section so designated.

**Section 3.16 Execution in Counterparts.** For the convenience of the Parties and to facilitate execution, this Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first above written.

Solar Power, Inc.

By: /s/ Xiaofeng Peng.

Name: Xiaofeng Peng.

Title: Director

Purchaser:

Yes Yield Investments Limited

By: /s/ Jilun He

Name: Jilun He

Title: Director

EX-99.2 3 d85857dex992.htm EX-99.2

Exhibit 99.2

**OPTION AGREEMENT**

This Option Agreement (this "Agreement"), dated as of May 4, 2015, is by and between **Yes Yield Investments Limited**, a company incorporated under the laws of the British Virgin Islands (the "Option Holder"), and **Solar Power, Inc.**, a California corporation (the "Company"). The Option Holder and the Company is referred to herein as a "Party," and collectively as the "Parties."

**W I T N E S S E T H:**

WHEREAS, the Company and the Option Holder desire to provide for the grant of an option to purchase certain number of shares of common stock of the Company, par value US\$0.0001 per share (the "Common Shares"), on the terms and conditions set forth in this Agreement; and

WHEREAS, the Company and the Option Holder desire to make certain representations, warranties, covenants and agreements in connection with the transactions contemplated by this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Company and the Option Holder agree as follows:

**ARTICLE I****PURCHASE AND SALE**

**Section 1.1 Option.** Subject to the terms and conditions of this Agreement, and in reliance upon the representations and warranties set forth herein, the Company hereby grants the Option Holder an option (the "Option") to purchase from the Company 9,260,000 Common Shares (the "Purchase Shares") at the total purchase price of US\$25,002,000 (the "Purchase Price") on or prior to the date that is six (6) months from the date hereof (the "Option Deadline"). The Option will be deemed exercised upon the payment of the Purchase Price to the Company by the Option Holder. For the avoidance of doubt, the Option shall expire automatically if the Option Holder fails to exercise the Option on or prior to the Option Deadline. If the Option Holder exercises the Option, the Company shall issue, sell and deliver to the Option Holder, free and clear of any pledge, mortgage, security interest, encumbrance, lien, charge, assessment, claim or restriction of any kind or nature other than those imposed by the Articles of Incorporation and Bylaws of the Company, and the Option Holder agrees to purchase from the Company, on the Closing Date (as defined below), the Purchase Shares. The Company is not obliged to complete the sale and purchase of any Purchase Shares unless the Option is exercised by the Option Holder in full and the sale and purchase of all the Purchase Shares is completed simultaneously.

**Section 1.2 Purchase Price.** If the Option Holder exercises the Option, it shall pay the Purchase Price for the Purchase Shares upon the Closing Date.



**Section 1.3 Closing.**

(a) If the Option Holder wishes to exercise the Option, it shall provide a written notice to the Company prior to the Option Deadline, and the proposed closing date (the "Closing Date") shall not be later than seven (7) months after the date hereof. Upon the terms and subject to the conditions of this Agreement, the closing (the "Closing") of the purchase and sale of the Purchase Shares shall take place at a place determined by the Company at 9:00 A.M. New York time on the Closing Date.

(b) At or before the Closing, the Option Holder shall deliver the Purchase Price by wire transfer in immediately available funds to the Company's bank account designated by the Company in a written notice to the Option Holder. At the Closing, the Option Holder shall deliver a certificate of its duly authorized officer certifying as to the matters set forth in Section 1.4(b).

(c) After the Closing and as soon as practicable, the Company shall make entry or entries in the stock ledger of the Company and deliver to the Option Holder the following items:

(i) A stock certificate (x) representing the number of Purchase Shares and (y) evidencing the Option Holder as the holder of the Purchase Shares with the rights of a holder of Common Shares under the Articles of Incorporation and the Bylaws of the Company, such rights being the same as the rights of other holders of Common Shares.

(ii) A copy of the updated stock ledger of the Company evidencing the Option Holder as the holder of the Purchase Shares;

(iii) A true and complete copy certified by a director of the Company, of the resolutions duly and validly adopted by the board of directors of the Company, evidencing its approval of the issuance and allotment of the Purchase Shares to the Option Holder.

**Section 1.4 Closing Conditions.**

The obligations of each Party upon the Closing (if any) as contemplated by this Agreement shall be subject to the satisfaction, on or before the Closing, of each of the following conditions, provided that any of which may be waived in writing by the other Party in its sole discretion:

(a) All corporate and other actions required to be taken by the Company in connection with the issuance and sale of the Purchase Shares shall have been completed and all corporate and other actions required to be taken by the Option Holder in connection with the purchase of the Purchase Shares shall have been completed.

(b) The representations and warranties of such Party contained in Section 2 of this Agreement shall have been true and correct on the date of this Agreement and shall be true and correct in all material respects as of the Closing Date; and such Party shall have performed and complied with in all material respects all, and not be in breach or default in any material respect under any, agreements, covenants, conditions and obligations contained in this Agreement that are required to be performed or complied with on or before the Closing.

(c) No governmental authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any law (whether temporary, preliminary or permanent) that is in effect and restrains, enjoins, prevents, prohibits, or otherwise makes illegal the consummation of the transactions contemplated by this Agreement; and no action, suit, proceeding or investigation shall have been instituted by or before any governmental authority of competent jurisdiction or threatened that seeks to restrain, enjoin, prevent, prohibit, or otherwise makes illegal the consummation of the transactions contemplated by this Agreement.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

**Section 2.1 Representations and Warranties of the Company.** The Company hereby represents and warrants to the Option Holder, as of the date hereof and as of the Closing, as follows:

(a) **Organization and Authority.** Each of the Company and its subsidiaries is an entity duly incorporated or otherwise organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, with the requisite power and authority to own and use its properties and assets and to carry on its business in all material respects as is currently conducted. Neither the Company nor any of its subsidiaries is in material violation or default of any of the provisions of its respective certificate or articles of incorporation, bylaws or other organizational or charter documents. Each of the Company and its subsidiaries is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary and no proceeding has been instituted in any such jurisdiction revoking, limiting or curtailing or seeking to revoke, limit or curtail such power and authority or qualification, except to the extent that the failure to be so qualified and in good standing would not adversely affect the ability of the Company to carry out its obligations under, and to consummate the transactions contemplated by, this Agreement or adversely affect the ability of the Company and its subsidiaries to conduct the business as is currently conducted.

(b) **Due Issuance of the Purchase Shares.** The Purchase Shares have been duly authorized and, when issued and delivered to the Option Holder and paid for by the Option Holder pursuant to this Agreement, will be validly issued, fully paid and non-assessable, and free of any liens or encumbrances, except as required by applicable laws, and issued in compliance with all applicable federal, securities laws and the Articles of Incorporation and the Bylaws of the Company.

(c) **Authority.** The Company has full power and authority to enter into, execute and deliver this Agreement and each agreement, certificate, document and instrument to be executed and delivered by it pursuant to this Agreement and to perform its obligations hereunder. The execution and delivery by it of this Agreement and the performance by it of its obligations hereunder have been duly authorized by all requisite actions on its part.

(d) Noncontravention. This Agreement has been duly executed and delivered by the Company and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, and (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental entity or court to which the Company or any of its subsidiaries is subject. To the Company's best knowledge, neither the execution and delivery by the Company of this Agreement, nor the consummation by the Company of any of the transactions contemplated hereby, nor compliance by the Company with any of the terms and conditions hereof will contravene any existing agreement, federal, state, county or local law, rule or regulation or any judgment, decree or order applicable to, or binding upon, it.

(e) Filings, Consents and Approvals. Assuming the accuracy of the representations and warranties of the Option Holder in Section 2.2(f), neither the execution and delivery by the Company of this Agreement, nor the consummation by the Company of any of the transactions contemplated hereby, nor the performance by the Company of this Agreement in accordance with its terms requires the filing, consent, approval, order or authorization of, or registration with, or the giving notice to, any governmental or public body or authority, except such as have been obtained, made, given or will be made promptly hereafter and any required filing or notification with the Securities and Exchange Commission.

**Section 2.2 Representations and Warranties of the Option Holder**. The Option Holder hereby represents and warrants to the Company as of the date hereof and as of the Closing Date, as follows:

(a) Due Formation. The Option Holder is a company duly incorporated as an exempted company with limited liability, validly existing and in good standing under the laws of the jurisdiction of its incorporation, with full power and authority to own and operate and to carry on its business in the places and in the manner as currently conducted.

(b) Authority. The Option Holder has full power and authority to enter into, execute and deliver this Agreement and each agreement, certificate, document and instrument to be executed and delivered by the Option Holder pursuant to this Agreement and to perform its obligations hereunder. The execution and delivery by the Option Holder of this Agreement and the performance by the Option Holder of its obligations hereunder have been duly authorized by all requisite actions on its part.

(c) Valid Agreement. This Agreement has been duly executed and delivered by the Option Holder and constitutes the legal, valid and binding obligation of the Option Holder, enforceable against it in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, and (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

(d) Consents. Neither the execution and delivery by the Option Holder of this Agreement nor the consummation by it of any of the transactions contemplated hereby nor the performance by the Option Holder of this Agreement in accordance with its terms requires the consent, approval, order or authorization of, or registration with, or the giving of notice to, any governmental or public body or authority or any third party, except as have been obtained, made or given.

(e) No Conflict. Neither the execution and delivery by the Option Holder of this Agreement, nor the consummation by it of any of the transactions contemplated hereby, nor compliance by the Option Holder with any of the terms and conditions hereof will contravene any existing agreement, federal, state, county or local law, rule or regulation or any judgment, decree or order applicable to, or binding upon, the Option Holder.

(f) Status and Investment Intent.

(i) Experience. The Option Holder has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of its investment in the Option and the Purchase Shares. The Option Holder is capable of bearing the economic risks of such investment, including a complete loss of its investment.

(ii) Purchase Entirely for Own Account. The Option Holder is acquiring the Option and the Purchase Shares that may be sold pursuant to this Agreement for its own account for investment purposes only and not with the view to, or with any intention of, resale, distribution or other disposition thereof. The Option Holder does not have any direct or indirect arrangement, or understanding with any other persons to distribute, or regarding the distribution of the Option and the Purchase Shares in violation of the United States Securities Act of 1933, as amended (the "Securities Act") or other applicable laws.

(iii) Not U.S. person. The Option Holder is not a "U.S. person" (as such term is defined in Regulation S of the Securities Act) and is not acquiring the Option and/or purchasing the Purchase Shares for the account or benefit of any "U.S. person".

(iv) Distribution Compliance Period. The Option Holder acknowledges that all offers and sales of the Purchase Shares before the end of the "distribution compliance period" (as such term is defined in Regulation S) be made only in accordance with Regulation S, pursuant to registration of the securities under the Securities Act or pursuant to an exemption therefrom.

(v) Restrictive Legend. The Option Holder understands that the certificate evidencing the Purchase Shares will bear a legend or other restriction substantially to the following effect:

"THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"). NO SALE, PLEDGE, HYPOTHECATION, TRANSFER OR OTHER DISPOSITION OF THESE SECURITIES MAY BE MADE UNLESS EITHER (A) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR (B) PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, IN EITHER CASE UPON THE RECEIPT OF AN OPINION OF U.S. COUNSEL."

(vi) No Broker. No broker, investment banker or other person is entitled to any broker's, finder's or other similar fee or commission in connection with the execution and delivery of this Agreement or the consummation of any of the transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Option Holder.

(g) Financing. The Option Holder has sufficient funds available to it to purchase all of the Purchase Shares pursuant to this Agreement.

### ARTICLE III

#### MISCELLANEOUS

**Section 3.1 Lockup.** Without the prior written consent of the Company, the Option Holder shall not sell, give, assign, hypothecate, pledge, encumber, grant a security interest in or otherwise dispose of, or suffer to exist (whether by operation of law or otherwise) any encumbrance on, any of its Purchase Shares, or any right, title or interest therein or thereto, prior to the date that is three (3) months after the Closing Date.

**Section 3.2 Survival of the Representations and Warranties.** All representations and warranties made by any Party shall survive for two years and shall terminate and be without further force or effect on the second anniversary of the Closing Date. Notwithstanding the foregoing, any claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the non-breaching Party prior to the expiration date of the applicable survival period shall not thereafter be barred by the expiration of the relevant representations or warranty and such claims shall survive until finally resolved.

**Section 3.3 Termination.** This Agreement may be terminated, and the transactions contemplated hereby may be abandoned at any time prior to Closing, (i) by mutual agreement of the Parties, (ii) by the Company in the event that the Closing has not occurred by the date that is seven (7) months from the date of this Agreement. Nothing in this Section 3.3 shall be deemed to release any Party from any liability for any breach of this Agreement prior to the effective date of such termination.

**Section 3.4 Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of the State of New York without giving effect to the conflicts of law principles thereof.

**Section 3.5 Dispute Resolution.** Any dispute, controversy or claim (each, a “Dispute”) arising out of or relating to this Agreement, or the interpretation, performance breach, termination, validity or invalidity thereof, shall be referred to arbitration upon the demand of any Party to the dispute with notice (the “Arbitration Notice”) to the other Party.

(a) The Dispute shall be settled in Hong Kong in a proceeding conducted in English by one (1) arbitrator from the Hong Kong International Arbitration Centre (the “HKIAC”) in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules (the “HKIAC Rules”) in force when the Arbitration Notice is submitted in accordance with the HKIAC Rules.

(b) Each party to the arbitration shall cooperate with each other party to the arbitration in making full disclosure of and providing complete access to all information and documents reasonably requested by such other party in connection with such arbitral proceedings, subject only to any confidentiality obligations binding on such party.

(c) The award of the arbitral tribunal shall be final and binding upon the parties thereto, and the prevailing party may apply to a court of competent jurisdiction for enforcement of such award.

(d) During the course of the arbitral tribunal's adjudication of the Dispute, this Agreement shall continue to be performed except with respect to the part in dispute and under adjudication.

**Section 3.6 Amendment.** This Agreement shall not be amended, changed or modified, except by another agreement in writing executed by the Parties hereto.

**Section 3.7 Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, each of the Company and the Option Holder and their respective heirs, successors and permitted assigns.

**Section 3.8 Assignment.** Neither this Agreement nor any of the rights, duties or obligations hereunder may be assigned by the Company or the Option Holder without the express written consent of the other Parties. Any purported assignment in violation of the foregoing sentence shall be null and void.

**Section 3.9 Notices.** All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of actual delivery if delivered personally to the Party to whom notice is to be given, on the date sent if sent by telecopier, tested telex or prepaid telegram, on the next business day following delivery if sent by courier or on the day of attempted delivery by postal service if mailed by registered or certified mail, return receipt requested, postage paid, and properly addressed as follows:

If to the Option Holder, at:                Yes Yield Investments Limited  
  3See Meadow House  
  Blackburne Highway, Road town, Tortola  
  British Virgin Islands

If to the Company, at:                         Solar Power, Inc.  
  3400 Douglas Boulevard, Suite 285  
  Roseville, California  
  USA  
  Fax: +1-916-771-3657

Any Party may change its address for purposes of this [Section 3.9](#) by giving the other Party hereto written notice of the new address in the manner set forth above.

**Section 3.10 Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the Parties hereto with respect to the matters covered hereby, and all prior agreements and understandings, oral or in writing, if any, between the Parties with respect to the matters covered hereby are merged and superseded by this Agreement.

**Section 3.11 Severability.** If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the Parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

**Section 3.12 Fees and Expenses.** Except as otherwise provided in this Agreement, each Party will be responsible for all of its own expenses incurred in connection with the negotiation, preparation and execution of this Agreement.

**Section 3.13 Public Announcements.** The Option Holder shall not make, or cause to be made, any press release or public announcement in respect of this Agreement or the transactions contemplated by this Agreement or otherwise communicate with any news media without the prior written consent of the Company unless otherwise required by securities laws or other applicable law.

**Section 3.14 Specific Performance.** The Parties hereto agree that irreparable damage would occur in the event any provision of this Agreement are not performed in accordance with the terms hereof. Accordingly, each Party shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or equity.

**Section 3.15 Headings.** The headings of the various articles and sections of this Agreement are inserted merely for the purpose of convenience and do not expressly or by implication limit, define or extend the specific terms of the section so designated.

**Section 3.16 Execution in Counterparts.** For the convenience of the Parties and to facilitate execution, this Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first above written.

Solar Power, Inc.

By: /s/ Xiaofeng Peng.

Name: Xiaofeng Peng.

Title: Director



Option Holder

Yes Yield Investments Limited

By: /s/ Jilun He

Name: Jilun He

Title: Director

EX-99.3 4 d85857dex993.htm EX-99.3

**Exhibit 99.3**

### Supplemental Agreement

This supplemental agreement (this "Agreement"), dated as of October 31, 2015, is by and between **Melodious International Investments Group Limited**, formerly known as Yes Yield Investments Limited, a company incorporated under the laws of the British Virgin Islands (the "Option Holder"), and **Solar Power, Inc.**, a California corporation (the "Company").

Whereas, the Option Holder and the Company entered into an option agreement on May 4, 2015 (the "Option Agreement"). According to Section 1.1 of the Option Agreement, the Company grants the Option Holder an option to purchase 9,260,000 Common Shares at the total purchase price of US\$25,002,000 on or prior to the date that is six months from the date of the Option Agreement.

Whereas, the Option Holder has issued a written notice to purchase 3,703,704 Common Shares at the total purchase price of US\$10,000,000.8 and the proposed Closing Date should not be later than November 20, 2015.

Whereas, the Option Holder desires to extend the Option Deadline.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements contained in the Option Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Company and the Option Holder further agree as follows:

1. The Company agrees to extend the Option Deadline to purchase the remaining 5,556,296 Common Shares at the total purchase price of US\$15,001,999.2 to a date that is eight (8) months from the date hereof; and
2. Section 1.1 of the Option Agreement is hereby amended by deleting the last sentence therein.

Capitalized terms used but not defined herein shall have the same meanings as in the Option Agreement.

This Agreement, along with the Option Agreement, constitutes a complete statement of the terms of the agreement between the Company and the Option Holder with respect to its subject matter.

\* \* \* \*

IN WITNESS WHEREOF, the parties caused their signatures of their duly authorized officers to be set forth on the day and year first written above.

Solar Power, Inc.

/s/ Xiaofeng Peng.

Melodious International Investments Group Limited

/s/ Jilun He

EX-99.4 5 d85857dex994.htm EX-99.4

**Exhibit 99.4**

#### JOINT FILING AGREEMENT

THIS JOINT FILING AGREEMENT is entered into as of October 22, 2020, by and among the parties hereto. The undersigned hereby agree that the Statement on Schedule 13D with respect to the ordinary shares, par value \$0.0001 per share, of SPI Energy Co., Ltd., a Cayman Islands corporation, and any amendment thereafter signed by each of the undersigned shall be (unless otherwise determined by the undersigned) filed on behalf of each of the undersigned pursuant to and in accordance with the provisions of Rule 13d-1(k)(1) under the Securities Exchange Act of 1934, as amended.

Jilun He

By: /s/ Jilun He

Melodious International Investments Group Limited

By: /s/ Jilun He

Name: Jilun He

Title: Director