

# HANWHA SOLARONE CO., LTD.

## **FORM 6-K** (Report of Foreign Issuer)

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Sector	Technology
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**SECURITIES AND EXCHANGE COMMISSION**  
**WASHINGTON, D.C. 20549**

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**FORM 6-K**

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**REPORT OF FOREIGN ISSUER**  
**Pursuant to Rule 13a-16 or 15d-16 of**  
**the Securities Exchange Act of 1934**

**For the Month of November, 2013**

**Commission File Number 1-33208**

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**HANWHA SOLARONE CO., LTD.**

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**888 Linyang Road**  
**Qidong, Jiangsu Province 226200**  
**People's Republic of China**  
**(Address of Principal Executive Offices)**

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

Form 20-F ☒ Form 40-F ☐

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

Yes ☐ No ☒

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

Yes ☐ No ☒

(Indicate by check mark whether the registrant by furnishing the information contained in this Form is also thereby furnishing the information to the Commission pursuant to Rule 12g3-2(b) under the Securities Exchange Act of 1934.)

Yes ☐ No ☒

(If "Yes" is marked, indicate below the file number assigned to the registrant in connection with Rule 12g3-2(b): 82- )

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Hanwha SolarOne Co., Ltd. (the “Registrant”) is furnishing under the cover of Form 6-K:

Exhibit 99.1 Press Release Announcing an Amendment to Hanwha SolarOne’s Shareholder Agreement and Share Issuance and Repurchase Agreement

Exhibit 99.2. Amendment 1 to the Shareholder Agreement, dated as of the 16th day of September, 2010 by and among Hanwha SolarOne Co., Ltd., and Hanwha Solar Holdings Co., Ltd.

Exhibit 99.3. Amendment No. 1 to the Share Issuance and Repurchase Agreement, dated as of the 16th day of September, 2010 by and among Hanwha SolarOne Co., Ltd., and Hanwha Solar Holdings Co., Ltd.

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## SIGNATURES

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

HANWHA SOLARONE CO., LTD

Date: November 14, 2013

By: /s/ Ki-Joon HONG

Name: Ki-Joon HONG

Title: Chief Executive Officer



### **Hanwha SolarOne Announces Amendment to its Shareholder Agreement and Share Issuance and Repurchase Agreement**

SHANGHAI, November 14, 2013 /PRNewswire/ — Hanwha SolarOne Co., Ltd. (“SolarOne” or the “Company”) (Nasdaq: HSOL), a vertically integrated manufacturer of silicon ingots, wafers and photovoltaic (“PV”) cells and modules in China, today announced that it has amended its Shareholder Agreement, dated as of September 16, 2010, by and among the Company and Hanwha Solar Holdings Co., Ltd. (“Holdings”), and its Share Issuance and Repurchase Agreement, dated September 16, 2010, by and among the Company and Holdings. Both amendments are dated November 12, 2013.

The amendments eliminate certain restrictions in the Shareholder Agreement and the Share Issuance and Repurchase Agreement that limited Holdings’ ability to increase its ownership in the Company above 49.9% and remove the requirement that the board be comprised of seven directors. The amendments also allow Holdings to nominate directors to the board according to a formula based on its share ownership in the Company; however, the number of directors that Holdings may nominate will in any event be less than a majority of the board. The amendments were considered by a special committee of the board of the Company comprised entirely of independent directors, and recommended to and approved by the board.

### **About Hanwha SolarOne**

Hanwha SolarOne (NASDAQ: HSOL) is a vertically-integrated manufacturer of silicon ingots, wafers, PV cells and modules. Hanwha SolarOne offers high-quality, reliable products and services at competitive prices. Partnering with third party distributors, OEM manufacturers, and system integrators, Hanwha SolarOne serves the utility, commercial, government, and residential markets. The Company maintains a strong worldwide presence with employees located throughout Europe, North America, and Asia and embraces environmental responsibility and sustainability with an active role in the voluntary photovoltaic recycling program. Hanwha Group, Hanwha SolarOne’s largest shareholder, is active in solar project development and financing, and plans to produce polysilicon in the future. For more information visit: [www.hanwha-solarone.com](http://www.hanwha-solarone.com).



### **Safe Harbor/Forward-Looking Statements**

Certain statements made or incorporated by reference in this press release may be forward-looking statements that involve a number of risks and uncertainties that could cause actual results to differ materially. These statements are made under the “Safe Harbor” provisions of the U.S. Private Securities Litigation Reform Act of 1995. In some cases, you can identify forward-looking statements by such terms as “believes,” “expects,” “anticipates,” “intends,” “estimates,” the negative of these terms, or other comparable terminology. Factors that could cause actual results to differ include the risks regarding general business and economic conditions and the state of the solar industry; governmental support for the deployment of solar power; future available supplies of high-purity silicon; demand for end-use products by consumers and inventory levels of such products in the supply chain; changes in demand from significant customers; changes in demand in the Company project markets; changes in customer order patterns; capacity utilization; level of competition; pricing pressure and declines in average selling prices; delays in new product introduction; continued success in technological innovations and delivery of products with the features customers demand; utility-scale project approval process; delays in utility-scale project construction; shortage in supply of materials or capacity requirements; availability of financing; exchange rate fluctuations; litigation and other risks as described in the Company’s SEC filings, including its annual report on Form 20-F filed on April 29, 2013. Although the Company believes that the expectations reflected in any forward looking statements are reasonable, it cannot guarantee future results, level of activity, performance, or achievements. Investors should not place undue reliance on these forward-looking statements. All information provided in this press release is as of today’s date, unless otherwise stated, and Hanwha SolarOne undertakes no duty to update such information, except as required under applicable law.

For further information, please contact:

Hanwha SolarOne Co., Ltd.

Investor Contact:

Paul Combs

V.P. Investor Relations

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Source: Hanwha SolarOne Co., Ltd.

**AMENDMENT NO. 1**  
**TO**  
**SHAREHOLDER AGREEMENT**

This Amendment No. 1 (this “**Amendment**”) to the Shareholder Agreement dated as of the 16th day of September, 2010 (the “**Agreement**”), by and among Hanwha SolarOne Co., Ltd., an exempted company incorporated and validly existing with limited liability under the laws of the Cayman Islands (the “**Company**”), and Hanwha Solar Holdings Co., Ltd., an exempted company incorporated and validly existing with limited liability under the laws of the Cayman Islands (including its successors, assigns and permitted transferees, the “**Investor**”), is dated as of this twelfth day of November, 2013. Capitalized terms not otherwise defined in this Amendment shall be given the meanings ascribed thereto in the Agreement.

WHEREAS, the Board of Directors of the Company (the “**Board**”) constituted a special committee of Independent Directors (the “**Special Committee**”) to consider proposed amendments to the Agreement;

WHEREAS, the Special Committee has considered this Amendment and has unanimously recommended its approval by the Board;

WHEREAS, following such recommendation, the Board has considered this Amendment and has unanimously approved its adoption;

NOW, THEREFORE, in consideration of the foregoing, intending to be legally bound, the Parties agree as follows:

1. Amendment of the Agreement. The Agreement is hereby amended as follows:

- (a) The definition of “Maximum Amount” shall be deleted in its entirety.
- (b) Section 3.1(a) shall be deleted in its entirety and replaced by the following:

“Following the Closing, in the event the Company proposes to sell and issue any Ordinary Shares or Share Equivalents, other than Excluded Securities (the “**Offered Securities**”), the Investor will have a right to purchase from the Company the Investor’s Pro Rata Share (such amount, the “**Eligible Amount**”), subject in all cases to compliance with the terms and conditions of Section 3.7(c). The Investor’s “**Pro Rata Share**” is the number of Offered Securities equal to the product obtained by multiplying (A) the Offered Securities by (B) the Beneficial Ownership Percentage as of immediately prior to the issuance of such Offered Securities, rounded up to the nearest whole Offered Security.”

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- (c) Section 3.2(a)(i) shall be deleted in its entirety and replaced by the following:

“From and after the Closing, the Company will take all appropriate action to establish and maintain the size of each committee and subcommittee of the Board (each, a “Committee” and, collectively, the “Committees”) at three (3) members. Further, the Company will maintain an Audit Committee (the “Audit Committee”), a Corporate Governance and Nominating Committee (the “Nominating Committee”) and a Compensation Committee (the Compensation Committee”) of the Board, the duties and composition of which will be in accordance with (A) Commission rules, (B) the Nasdaq Marketplace Rules (or a home country exemption therefrom), and (C) each such Committee’s charter and adopting resolutions in effect as of the date of the Purchase Agreement, and as may be amended by the Board. Effective as of the Closing, the members of the Board will be the individuals set forth on Exhibit A attached hereto.”

- (d) Section 3.2(a)(ii) shall be deleted in its entirety and replaced by the following:

The Investor is entitled to designate directors (each, an “Investor Director”) in accordance with the Nasdaq Marketplace Rules and the following rules:

- a. In the case that the numbers of the members of the board is an odd number:

For so long as the Beneficial Ownership Percentage is (i) at least forty percent (40%), the number equal to the total number of the members of the Board minus one member divided by two will be designated in writing by the Investor to be nominated by the Company to serve as members of the Board; (ii) at least twenty-five percent (25%), but less than forty percent (40%), the number of the members of the Board will be designated in writing by the Investor to be nominated by the Company to serve as members of the Board shall be one less than scenario (i) mentioned above; and (iii) at least ten percent (10%), but less than twenty-five percent (25%), the number of the members of the Board will be designated in writing by the Investor to be nominated by the Company to serve as a member of the Board shall be two less than scenario (i) mentioned above, but no less than one, in each case, so long as such number of Investor Directors does not represent a majority of the directors.



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- b. In the case that the numbers of members of the board is an even number:

For so long as the Beneficial Ownership Percentage is (i) at least forty percent (40%), the number equal to the total number of the members of the Board minus two members divided by two will be designated in writing by the Investor to be nominated by the Company to serve as members of the Board; (ii) at least twenty-five percent (25%), but less than forty percent (40%), the number of the members of the Board will be designated in writing by the Investor to be nominated by the Company to serve as members of the Board shall be one less than scenario (i) mentioned above; and (iii) at least ten percent (10%), but less than twenty-five percent (25%), the number of the members of the Board will be designated in writing by the Investor to be nominated by the Company to serve as a member of the Board shall be two less than scenario (i) mentioned above, but no less than one, in each case, so long as such number of Investor Directors does not represent a majority of the directors.

Each Investor Director must be eligible to serve on a U.S.-company board of directors under applicable Law, Commission rules, the Nasdaq Marketplace Rules and the nomination criteria policies of the Nominating Committee in effect as of the date of the Purchase Agreement (the "Policies"), and as may be amended by the Board (including at least one (1) Investor Director). The Company represents and warrants to the Investor that the Company has provided the Investor with physical copies of all Policies. The Chairperson of the Board will be an Investor Director. Neither Party will take any action reasonably intended to adversely affect the likelihood of any of the Investor Directors or the Independent Directors being elected to, or being removed from, the Board, subject to applicable law and corporate governance principles or policies of the Company.

- (e) Section 3.7(d) shall be deleted in its entirety.

2. Representations and Warranties of the Company. The Company represents and warrants to the Investor that it has full corporate power and authority to execute and deliver this Amendment.

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3. Representations and Warranties of the Investor. The Investor represents and warrants to the Company that it has full corporate power and authority to execute and deliver this Amendment.

4. No Further Amendments. Except as expressly set forth in Section 1 of this Amendment, the Agreement shall remain in full force and effect without further amendment.

5. General Provisions. The parties agree and acknowledge that the terms of Article V of the Agreement shall be incorporated into and apply with equal force to this Amendment.

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IN WITNESS WHEREOF, the Company and the Investor have executed this Amendment as of the date first above written.

THE COMPANY:

HANWHA SOLARONE CO., LTD.

By: /s/ Ki-Joon HONG

Name: Ki-Joon HONG

Title: Chief Executive Officer

THE INVESTOR:

HANWHA SOLAR HOLDINGS CO., LTD.

By: /s/ Jae Chun SONG

Name: Jae Chun SONG

Title: Senior Vice President

**AMENDMENT NO. 1**  
**TO**  
**SHARE ISSUANCE AND REPURCHASE AGREEMENT**

This Amendment No. 1 (this “**Amendment**”) to the Share Issuance and Repurchase Agreement dated as of the 16th day of September, 2010 (the “**Agreement**”), by and among Hanwha SolarOne Co., Ltd., an exempted company incorporated and validly existing with limited liability under the laws of the Cayman Islands (the “**Company**”), and Hanwha Solar Holdings Co., Ltd., an exempted company incorporated and validly existing with limited liability under the laws of the Cayman Islands (including its successors, assigns and permitted transferees, the “**Investor**”), is dated as of this twelfth day of November, 2013. Capitalized terms not otherwise defined in this Amendment shall be given the meanings ascribed thereto in the Agreement.

WHEREAS, the Board of Directors of the Company (the “**Board**”) constituted a special committee of Independent Directors (the “**Special Committee**”) to consider proposed amendments to the Agreement;

WHEREAS, the Special Committee has considered this Amendment and has unanimously recommended its approval by the Board;

WHEREAS, following such recommendation, the Board has considered this Amendment and has unanimously approved its adoption;

NOW, THEREFORE, in consideration of the foregoing, intending to be legally bound, the Parties agree as follows:

1. Amendment of the Agreement. The Agreement is hereby amended as follows:

- a* . Sections 3(d), 3(e) and 9(b) shall be deleted in their entirety.
- b* . Section 3(f) shall be deleted in its entirety and replaced by the following:  
“Any repurchase pursuant to Section 3(a) above shall be deemed effective immediately prior to the occurrence or event resulting in such right of repurchase.”

2. Representations and Warranties of the Company. The Company represents and warrants to the Investor that it has full corporate power and authority to execute and deliver this Amendment.

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3. Representations and Warranties of the Investor. The Investor represents and warrants to the Company that it has full corporate power and authority to execute and deliver this Amendment.

4. No Further Amendments. Except as expressly set forth in Section 1 of this Amendment, the Agreement shall remain in full force and effect without further amendment.

5. General Provisions. The parties agree and acknowledge that the terms of Sections 13 to 16 of the Agreement shall be incorporated into and apply with equal force to this Amendment.

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IN WITNESS WHEREOF, the Company and the Investor have executed this Amendment as of the date first above written.

THE COMPANY:

HANWHA SOLARONE CO., LTD.

By: /s/ Ki-Joon HONG

Name: Ki-Joon HONG

Title: Chief Executive Officer

THE INVESTOR:

HANWHA SOLAR HOLDINGS CO., LTD.

By: /s/ Jae Chun SONG

Name: Jae Chun SONG

Title: Senior Vice President