

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

SCHEDULE 13D

(Rule 13d-101)

**INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT
TO §240.13d-1(a) AND AMENDMENTS THERETO FILED
PURSUANT TO §240.13d-2(a)**

**Under the Securities Exchange Act of 1934
(Amendment No. *)**

Canadian Solar Inc.

(Name of Issuer)

Common Shares with no par value

(Title of Class of Securities)

136635109

(CUSIP Number)

**Michael G. Potter, Chief Financial Officer
545 Speedvale Avenue West
Guelph, Ontario, Canada N1K 1E6
Tel: (1-519) 837-1881**

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

June 15, 2013

(Date of Event Which Requires Filing of this Statement)

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 of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

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

* 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 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).

1	Names of Reporting Persons Shawn (Xiaohua) Qu	
2	Check the Appropriate Box if a Member of a Group	
	(a)	<input type="checkbox"/>
	(b)	<input checked="" type="checkbox"/>
3	SEC Use Only	
4	Source of Funds OO (See Item 3)	
5	Check if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization Canada	
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power 18,038,784
	8	Shared Voting Power 0
	9	Sole Dispositive Power 13,765,682
	10	Shared Dispositive Power 0
11	Aggregate Amount Beneficially Owned by Each Reporting Person 18,038,784	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 37.3% ¹	
14	Type of Reporting Person IN	

¹ As a percentage of 48,314,654 Common Shares. See note 2 to Item 5, below.

Item 1. Security and Issuer.

This statement relates to the common shares (no par value) (the “**Common Shares**”), of Canadian Solar Inc. (the “**Issuer**”). The Issuer’s principal executive office is located at 545 Speedvale Avenue West Guelph, Ontario, Canada N1K 1E6.

Item 2. Identity and Background.

This statement of beneficial ownership on Schedule 13D is being filed by Shawn (Xiaohua) Qu (“**Mr. Qu**”). Mr. Qu is a citizen of Canada and chairman of the board, president and chief executive officer of the Issuer. Mr. Qu’s business address is located at the principal office address of the Issuer.

During the last five years Mr. Qu has not been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) nor has he been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction resulting in a decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or a finding of any violation with respect to such laws.

Mr. Qu disclaims beneficial ownership of any Common Shares of the Issuer beneficially owned by any other person, and hereby disclaims membership in a “group” (within the meaning of Section 13(d)(3) of the Exchange Act) with any other person, and this Schedule 13D shall not be construed as acknowledging that Mr. Qu for any or all purposes, beneficially owns any Common Shares of the Issuer beneficially owned by any other person or is a member of such a group with any other person.

This Schedule 13D supersedes the Schedule 13G filed by Mr. Qu with the SEC on February 14, 2007, as amended by Amendment No. 1 thereto filed with the SEC on January 28, 2008, by Amendment No. 2 thereto filed with the SEC on February 6, 2009 and by Amendment No. 3 thereto filed with the SEC on February 14, 2012.

Item 3. Source and Amount of Funds or Other Consideration.

Mr. Qu is filing this Schedule 13D in relation to his voting power over Common Shares that may be issued pursuant to warrants, which first became exercisable on June 15, 2013.

The Issuer entered into a purchase agreement dated April 11, 2012 to acquire certain assets (the “**Purchase Agreement**”). Pursuant to the Purchase Agreement and as part of the consideration for the acquisition, the Issuer issued warrants to CIM/SP Funding, LLC, SkyPower Services ULC, 2241555 Ontario Inc., David Kassie and Kerry Adler (the “**Warrant Holders**”). The warrants allow the Warrant Holders to purchase an aggregate of 4,273,102 Common Shares on or after June 15, 2013 and on or before June 15, 2017 at a predetermined price.

Pursuant to a voting agreement dated June 15, 2012 (the “**Voting Agreement**”), each Warrant Holder agreed to vote any Common Shares issuable upon exercise of the warrants as Mr. Qu directs on all matters upon which a vote, consent or approval of shareholders is sought and granted Mr. Qu an irrevocable proxy with respect thereto, thereby irrevocably divested itself of all voting power in relation to the Common Shares issuable upon exercise of the warrants. Pursuant to the Voting Agreement Mr. Qu will cease to exercise his voting power of the Common Shares issuable upon exercise of the warrants when such Common Shares are transferred to an entity not affiliated with the Warrant Holders.

No additional consideration was or will be paid for Mr. Qu’s acquisition of the voting rights as the value of the voting rights was considered in determining the consideration under the Purchase Agreement and the exercise price of the warrants.

Item 4. Purpose of Transaction.

The information set forth in Items 3 is incorporated by reference in its entirety into this Item 4. Mr. Qu does not have any plans or proposals that would result in:

- (a) The acquisition by any person of additional securities of the Issuer, or the disposition of securities of the Issuer;
- (b) An extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Issuer or any of its subsidiaries;
- (c) A sale or transfer of a material amount of assets of the Issuer or any of its subsidiaries;
- (d) 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;
- (e) Any material change in the present capitalization or dividend policy of the Issuer;
- (f) Any other material change in the Issuer's business or corporate structure;
- (g) Changes in the Issuer's constitutive documents which may impede the acquisition of control of the Issuer by any person;
- (h) Causing a class of securities of the Issuer to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association;
- (i) A class of equity securities of the Issuer becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Act; or
- (j) Any action similar to any of those enumerated above.

Item 5. Interest in Securities of the Issuer.

(a), (b) The following table sets forth Mr. Qu's beneficial ownership of Common Shares of the Issuer.

Name	Amount Beneficially Owned ⁽¹⁾	Percentage of Class ⁽²⁾	Sole Voting Power	Shared Voting Power	Sole Dispositive Power	Shared Dispositive Power
Shawn (Xiaohua) Qu	18,038,784 ⁽³⁾	37.3%	18,038,784	0	13,765,382	0

⁽¹⁾ Beneficial ownership is determined in accordance with Rule 13d-3 of the General Rules and Regulations under the Exchange Act and includes voting or investment power with respect to the Common Shares.

⁽²⁾ Percentage of beneficial ownership is based on 48,314,654 Common Shares which includes (i) 43,937,307 Common Shares outstanding as of June 15, 2013; (ii) 104,245 Common Shares issuable upon the exercise of options held by Mr. Qu and his wife, Hanbing Zhang ("Ms. Zhang"), within 60 days from June 15, 2013; and (iii) 4,273,102 Common Shares issuable upon exercise of warrants exercisable on or after June 15, 2013 and on or before June 15, 2017.

⁽³⁾ Includes (i) 13,661,437 Common Shares directly held by Mr. Qu and Ms. Zhang; (ii) 104,245 Common Shares issuable upon the exercise of options held by Mr. Qu and Ms. Zhang within 60 days from June 15, 2013; and (iii) 4,273,102 Common Shares issuable upon exercise of warrants exercisable on or after June 15, 2013 and on or before June 15, 2017.

(c) During the 60 days preceding the filing of this Schedule 13D, Mr. Qu has not effected any transactions in the Common Shares.

(d) The Warrant Holders have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the Common Shares issuable upon exercise of the warrants. Mr. Qu has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the other Common Shares that he beneficially owns.

(e) Not applicable.

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

Each of the Warrant Holders and the Issuer have executed share purchase warrants that allow the Warrant Holders to purchase an aggregate of 4,273,102 Common Shares on or after June 15, 2013 and on or before June 15, 2017 at a predetermined price. The Warrant Holders are entitled to purchase Common Shares before June 15, 2017 if the Issuer undergoes a change of control, dissolution or bankruptcy.

Pursuant to the Voting Agreement, each Warrant Holder agreed to vote any Common Shares issuable upon exercise of the warrants as Mr. Qu directs on all matters upon which a vote, consent or approval of shareholders is sought and granted Mr. Qu an irrevocable proxy with respect thereto, thereby irrevocably divested itself of all voting power in relation to the Common Shares issuable upon exercise of the warrants.

In addition to and separate from the facts that give rise to the filing of this Schedule 13D, Mr. Qu owns options and restricted share units of the Issuer (including those not exercisable within 60 days from June 15, 2013). For information on the options and restricted share units, please see "Item 6. Directors, Senior Management and Employees" in the Issuer's annual report on Form 20-F for the year ended December 31, 2012 (File No. 001-33107).

Item 7. Material to be Filed as Exhibits.

- Exhibit 99.1: Form of Share Purchase Warrant
Exhibit 99.2: Voting Agreement dated June 15, 2012, between Canadian Solar Inc., Shawn Qu, CIM/SP Funding, LLC, SkyPower Services ULC, 2241555 Ontario Inc. and David Kassie
-

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: June 17, 2013

By: /s/ Shawn (Xiaohua) Qu
Shawn (Xiaohua) Qu

THIS WARRANT WAS ORIGINALLY ISSUED ON [●] 2012 AND SUCH ISSUANCE WAS NOT REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR THE SECURITIES LAW OF ANY STATE OR OTHER JURISDICTION. THIS WARRANT MAY NOT BE TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT AND APPLICABLE SECURITIES LAWS OF THE RELEVANT STATE OR OTHER JURISDICTION OR AN EXEMPTION FROM REGISTRATION THEREUNDER. THIS WARRANT IS NOT TRANSFERRABLE EXCEPT WITH THE PRIOR WRITTEN CONSENT OF CANADIAN SOLAR INC.

UNLESS PERMITTED UNDER CANADIAN SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY IN CANADA BEFORE THE DATE WHICH IS FOUR MONTHS AND A DAY AFTER THE DATE THE ISSUER BECAME A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY OF CANADA.

CANADIAN SOLAR INC.

SHARE PURCHASE WARRANT

Date of Issuance: [●] 2012

Certificate No. W-[●]

FOR VALUE RECEIVED, Canadian Solar Inc., a corporation incorporated under the laws of Canada (the "Company"), hereby grants to [●] (the "Registered Holder") the right to purchase from the Company [●] Warrant Shares (representing []% of the share capital of the Company outstanding as of the date hereof) at a price per share of USD\$5.00 (as adjusted from time to time in accordance herewith, the "Exercise Price"). This Warrant is issued pursuant to the terms of the Purchase Agreement, dated as of [●] (the "Purchase Agreement"), by and among the Company, CIM/SP Funding, LLC, 2241555 Ontario Inc., David Kassie, CIM/SP Infralender, LLC, SkyPower Canada Funding LP (each such person, a member of the "Seller Group" and SkyPower Limited. Certain capitalized terms used herein are defined in Section 3 hereof. The amount and kind of securities obtainable pursuant to the rights granted hereunder and the purchase price for such securities are subject to adjustment pursuant to the provisions contained in this Warrant.

This Warrant is subject to the following provisions:

Section 1. Exercise or Exchange of Warrant.

1A. Exercise Period. The Registered Holder may exercise, in whole or in part (but not as to a fraction of a Warrant Share), the purchase rights represented by this Warrant (i) at any time and from time to time after the first anniversary of the Date of Issuance to and including the fifth anniversary of the Date of Issuance, being [●] 2017 (the "Exercise Period"); or (ii) in connection with a Change of Control or Material Change Event that occurs at any time prior to the last day of the Exercise Period.

1B. Exercise or Exchange Procedure.

(i) This Warrant shall be deemed to have been exercised when the Company has received all of the following items (the “Exercise Time”):

- (a) a completed Exercise Agreement, as described in paragraph 1C, executed by the Registered Holder;
- (b) this Warrant; and
- (c) a check payable to the Company in an amount equal to the product of the Exercise Price multiplied by the number of Warrant Shares being purchased upon such exercise (the “Aggregate Exercise Price”).

(ii) As an alternative to the exercise of this Warrant as provided in paragraph 1B(i), the Registered Holder may exchange all or part of the purchase rights represented by this Warrant by surrendering this Warrant to the Company, together with a written notice to the Company that the Registered Holder is exchanging the Warrant (or a portion thereof) for an aggregate number of Warrant Shares specified in the notice, from which the Company shall withhold and not issue to the Registered Holder a number of Warrant Shares with an aggregate Market Price equal to the Aggregate Exercise Price of the number of Warrant Shares specified in such notice (and such withheld shares shall no longer be issuable under this Warrant).

(iii) Certificates for Warrant Shares purchased upon exercise of this Warrant shall be delivered by the Company to the Registered Holder within five Business Days after the date of the Exercise Time. Unless this Warrant has expired or all of the purchase rights represented hereby have been exercised, the Company shall prepare a new Warrant, substantially identical hereto, representing the rights formerly represented by this Warrant which have not expired or been exercised and shall, within such five-day period, deliver such new Warrant to the Registered Holder.

(iv) The Warrant Shares issuable upon the exercise of this Warrant shall be deemed to have been issued to the Registered Holder at the Exercise Time, and the Registered Holder shall be deemed for all purposes to have become the record holder of such Warrant Shares at the Exercise Time.

(v) Notwithstanding any other provision hereof, if an exercise of any portion of this Warrant is to be made in connection with a Change of Control or a Material Change Event, the exercise of any portion of this Warrant may, at the election of the Registered Holder, be conditioned upon the consummation of such Change of Control or Material Change Event in which case such exercise shall not be deemed to be effective until immediately prior to the consummation of such Change of Control or Material Change Event.

(vi) All Warrant Shares which are issuable hereunder shall, when issued, be duly and validly issued, fully paid and nonassessable and free from all taxes, liens and charges.

(vii) Upon any exercise of this Warrant, the Company may require customary investment representations from the Registered Holder to assure that the issuance of the Warrant Share hereunder shall not require registration or qualification under the Securities Act or any state securities laws.

1C. Exercise Agreement. Upon any exercise of this Warrant, the Registered Holder shall furnish to the Company an Exercise Agreement substantially in the form set forth in Exhibit I hereto, with such other representations as the Company may reasonably request. Such Exercise Agreement shall be dated the actual date of execution thereof.

Section 2. Adjustment of Exercise Price and Number of Shares. In order to prevent dilution of the rights granted under this Warrant, the Exercise Price shall be subject to adjustment from time to time as provided in this Section 2, and the number of Warrant Shares obtainable upon exercise of this Warrant shall be subject to adjustment from time to time as provided in this Section 2.

2A. Adjustment of Exercise Price and Number of Shares upon Issuance of Common Shares .

(i) If and whenever on or after the Date of Issuance of this Warrant the Company issues or sells any Common Shares for a consideration per share less than the Exercise Price in effect immediately prior to such time to any shareholder of the Company (or any Affiliate of any such shareholder) in a transaction that is not on arms' length terms, then immediately upon such issue or sale the Exercise Price shall be reduced to the Exercise Price determined by dividing:

- (A) the sum of (x) the product derived by multiplying the Exercise Price in effect immediately prior to such issue or sale times the number of Common Shares Deemed Outstanding immediately prior to such issue or sale, plus (y) the consideration, if any, received by the Company upon such issue or sale, by
- (B) the number of Common Shares Deemed Outstanding immediately after such issue or sale.

(ii) Upon each such adjustment of the Exercise Price hereunder, the number of Warrant Shares acquirable upon exercise of this Warrant shall be adjusted to the number of shares determined by multiplying the Exercise Price in effect immediately prior to such adjustment by the number of Warrant Shares acquirable upon exercise of this Warrant immediately prior to such adjustment and dividing the product thereof by the Exercise Price resulting from such adjustment.

(iii) Notwithstanding the foregoing, there shall be no adjustment to the Exercise Price or the number of Warrant Shares obtainable upon exercise of this Warrant with respect to any Permitted Issuance.

2B. Subdivision or Combination of Common Shares. If the Company at any time subdivides (by any share split, share dividend, recapitalization or otherwise) its outstanding Common Shares into a greater number of shares, the Exercise Price in effect immediately prior to such subdivision shall be proportionately reduced and the number of Warrant Shares obtainable upon exercise of this Warrant shall be proportionately increased. If the Company at any time combines or consolidates (by reverse share split or otherwise) its outstanding Warrant Shares into a smaller number of shares, the Exercise Price in effect immediately prior to such combination shall be proportionately increased and the number of Warrant Shares obtainable upon exercise of this Warrant shall be proportionately decreased.

2C. Reorganization, Reclassification, Consolidation, Merger or Sale. Any recapitalization, reorganization, reclassification, consolidation, merger, sale of all or substantially all of the Company's assets or other transaction, in each case which is effected in such a way that the holders of Common Shares are entitled to receive (either directly or upon subsequent liquidation) shares, securities or assets with respect to or in exchange for Common Shares (including securities convertible into shares) is referred to herein as "Organic Change." Prior to the consummation of any Organic Change, the Company shall exercise reasonable efforts to make appropriate provision to ensure that the Registered Holder of the Warrant shall thereafter have the right to acquire and receive, in lieu of or addition to (as the case may be) the Warrant Shares immediately theretofore acquirable and receivable upon the exercise of the Warrant, such shares of stock, securities or assets as would have been issued or payable in such Organic Change (if the Registered Holder had exercised this Warrant immediately prior to such Organic Change) with respect to or in exchange for the Warrant Shares immediately theretofore acquirable and receivable upon exercise of this Warrant had such Organic Change not taken place.

2D. Notices.

(i) Immediately upon any adjustment of the Exercise Price, the Company shall give written notice thereof to the Registered Holder.

(ii) The Company shall give written notice to the Registered Holder at least 20 days prior to the date on which the Company closes its books or takes a record (A) with respect to any dividend or distribution upon the Common Shares, (B) with respect to any pro rata subscription offer to holders of Common Shares or (C) for determining rights to vote with respect to any Organic Change, dissolution or liquidation.

(iii) The Company shall also give written notice to the Registered Holder at least 20 days prior to the date on which any Organic Change, dissolution or liquidation shall take place.

Section 3. Definitions. The following terms have meanings set forth below:

"Affiliate" means as to any Person, any other Person that, directly or indirectly, controls, or is controlled by, or is under common control with, such Person. For this purpose, "control" (including, with its correlative meanings, "controlled by" and "under common control with") shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management or policies of a Person, whether through the ownership of securities or partnership or other ownership interests, by contract or otherwise.

“Business Day” means any day other than a Saturday, Sunday or a statutory holiday in the Province of Ontario or the State of California or New York.

“Change of Control” means any transaction or series of transactions pursuant to which any Person or a group of related Persons (other than any member of the Seller Group or any of their Affiliates) in the aggregate acquires (i) Common Shares of the Company or equity securities of the surviving entity entitled to vote (other than voting rights accruing only in the event of a default, breach, event of noncompliance or other contingency) to elect directors or managers with a majority of the voting power of the Company’s or the surviving entity’s board of directors or managers (whether by merger, consolidation, reorganization, combination, sale or transfer of the Company’s Common Shares or such surviving entity’s equity securities) or (ii) all or substantially all of the Company’s assets determined on a consolidated basis.

“Common Share” means the common shares in the capital of the Company.

“Common Share Deemed Outstanding” means, at any given time, the number of Common Shares actually outstanding at such time, plus the number of Common Shares deemed to be outstanding pursuant to any Options or Convertible Securities regardless of whether the Options or Convertible Securities are actually exercisable at such time.

“Convertible Securities” means any securities (directly or indirectly) convertible into or exchangeable for Common Shares.

“Material Change Event” means any liquidation, dissolution, winding up or bankruptcy of the Company.

“Market Price” means as to any Warrant Shares the average of the closing prices of such Warrant Shares on The Nasdaq Stock Market LLC, or, if there have been no sales on such exchange on any day, the average of the highest bid and lowest asked prices on such exchange at the end of such day.

“Options” means any rights or options to subscribe for or purchase Common Shares or Convertible Securities.

“Person” means any individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, government or any departmental authority or other entity however designated or constituted.

“Permitted Issuance” means securities issued to directors or employees of or consultants or other service providers to the Company or any of its subsidiaries pursuant to any equity incentive plan, share option plan, employee share purchase plan, restricted share plan or other employee share plan or agreement or otherwise and, in the case of rights, options or warrants, the securities issued or issuable upon exercise thereof and, in the case of convertible or exchangeable securities, the securities issued or issuable upon the conversion or exchange thereof, provided that such plan or agreement, and the issuance of such securities thereunder, has a *bona fide* business purpose.

“Securities Act” means the United States Securities Act of 1933, as amended, and any rules or regulations promulgated thereunder.

“Warrant Shares” means Common Shares; provided that if there is a change such that the securities issuable upon exercise of the Warrant are issued by an entity other than the Company or there is a change in the type or class of securities so issuable, then the term “Warrant Share” shall mean, in lieu of each Common Share, the securities issuable upon exercise of the Warrant in accordance with Section 2C.

Section 4. No Voting Rights. This Warrant shall not entitle the holder hereof to any voting rights or other rights as a shareholder of the Company.

Section 5. Warrant Non-Transferable. This Warrant may not be transferred to any person other than a member of the Seller Group except with the prior written consent of the Company in its sole discretion (and, in any event, subject to the last sentence of this Section 5). The Registered Holder represents and acknowledges that the Warrant and the Warrant Shares issuable upon exercise hereof (a) are not registered under the Securities Act or under any securities laws of any U.S. state or any other jurisdiction, that the issuance of the Warrant and the offering and sale of such Warrant Shares are being made in reliance on the exemption from registration under Section 4(2) of the Securities Act and from similar exemptions under state securities laws or the laws of other jurisdictions as not involving any public offering and that the Company’s reliance on such exemption is predicated in part on the representations made by the Registered Holder to the Company that such holder (1) is acquiring the Warrant for investment for its own account, with no present intention of reselling or otherwise distributing the same, (2) is an “accredited investor” as defined in Regulation D under the Securities Act, and (3) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the investments made or to be made in connection with the acquisition and exercise of the Warrant. Neither the Warrant nor the Warrant Shares issuable upon exercise hereof may be transferred except (A) pursuant to an effective registration statement under the Securities Act, (B) pursuant to Rule 144 under the Securities Act if the transfer is permitted by Rule 144 and the transferor delivers a certificate, in form and substance reasonably satisfactory to the Company, that such transfer complies with the requirements of Rule 144, or (C) pursuant to any other available exemption from registration if such transferee makes the representations set forth in the preceding sentence in writing to the Company and, in the case of any transfer pursuant to clause (B) or (C), accompanied by the delivery to the Company of an opinion of counsel reasonably satisfactory to the Company stating that no registration is required under the Securities Act.

Section 6. Legend. Certificates for Warrant Shares purchased upon exercise of this Warrant may bear a legend concerning resale under applicable securities laws in a form to be determined by the Company.

Section 7. Notices. Except as otherwise expressly provided herein, all notices, demands or other communications referred to in this Warrant shall be in writing and shall be deemed to have been given (i) when delivered personally to the recipient, (ii) when sent to the recipient by confirmed electronic mail or facsimile if sent during normal business hours of the recipient; but if not, then on the next business day, (iii) one business day after it is sent to the recipient by reputable overnight courier service (charges prepaid) or (iv) three days after it is mailed to the recipient by first class mail, return receipt requested, and shall be addressed (a) to the Company, at its principal executive offices and (b) to the Registered Holder of this Warrant, at such holder's address as it appears in the records of the Company (unless otherwise indicated by any such holder).

Section 8. Amendment and Waiver. Except as otherwise provided herein, the provisions of the Warrant may be amended only with the written consent of the Registered Holder and the Company, and the Company may take any action herein prohibited, or omit to perform any act herein required to be performed by it, only if the Company has obtained the written consent of the Registered Holder of the Warrant.

Section 9. No Third Party Beneficiaries. Nothing in this Warrant shall be construed to give to any Person other than the Company and the Registered Holder any legal or equitable right, remedy or claim under this Warrant, and this Warrant shall be for the sole and exclusive benefit of the Company and such Registered Holder.

Section 10. Descriptive Headings. The descriptive headings of the several Sections and paragraphs of this Warrant are inserted for convenience only and do not constitute a part of this Warrant.

Section 11. Governing Law. This Warrant Certificate shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any other jurisdictions.

Section 12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

Section 13. Severability. If one or more provisions of this Warrant are held to be unenforceable under applicable law, such provision shall be excluded from this Warrant and the balance of the Warrant shall be interpreted as though such provision were so excluded and shall be enforceable in accordance with its terms.

* * * * *

IN WITNESS WHEREOF, the Company has caused this Warrant to be signed by a duly authorized officer as of the Date of Issuance set forth above.

CANADIAN SOLAR INC.

By: _____
Name: _____
Title: _____

Signature Page to Warrant Certificate No. W-[●]

EXERCISE AGREEMENT

To:

Dated:

The undersigned, pursuant to the provisions set forth in the attached Warrant (Certificate No. W-), hereby agrees to subscribe for the purchase of Warrant Shares covered by such Warrant and makes payment herewith in full therefor at the price per share provided by such Warrant.

Signature _____

Address _____



VOTING AGREEMENT

VOTING AGREEMENT, dated as of June 15, 2012 (this "Agreement"), by and among Canadian Solar Inc., a corporation incorporated under the federal laws of Canada (the "Company"), Shawn Qu (the "Key Shareholder"), an individual and a shareholder of the Company, and each of the persons listed on Schedule 1 hereto (each, a "Seller Group Member").

RECITALS

WHEREAS, concurrently with the execution of this Agreement, the Company issued to each Seller Group Member a warrant granting to such Seller Group Member the right to purchase a number of shares in the capital of the Company (each, a "Warrant" and collectively, the "Warrants");

WHEREAS, the number of shares in the capital of the Company into which each Warrant would be exercisable (when exercisable in accordance with the terms of such Warrant) is set forth opposite such Seller Group Member's name on Schedule 1 hereto; and

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

GENERAL

Section 1.1 Defined Terms. The following terms, as used in this Agreement, shall have the meanings set forth below.

(a) "Affiliate" means, as to any Person, (i) any other Person that, directly or indirectly, controls, or is controlled by, or is under common control with, such Person, and (ii) with respect to any natural Person, any spouse, sibling, children, grandchildren, parent, grandparent, cousin, aunt or uncle of such Person. For this purpose, "control" (including, with its correlative meanings, "controlled by" and "under common control with") shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management or policies of a Person, whether through the ownership of securities or partnership or other ownership interests, by contract or otherwise.

(b) "Exchange Act" means the United States Securities and Exchange Act of 1934, as amended.

(c) "Independent Third Party" means any Person or group of Persons other than any Seller Group Member or any Affiliate of a Seller Group Member.

(d) "Laws" means any law, statute or ordinary of the United States, Canada, any state, province, or locality, or any other nation, or any common law, rule, regulation, directive, treaty provision, guideline, order or interpretation of any governmental, administrative or regulatory authority, court or tribunal.

(e) “Person” means an individual, corporation, limited liability company, partnership, association, trust, unincorporated organization, other entity or group (as defined in the Exchange Act).

(f) “Transfer” means, directly or indirectly, to sell, transfer, offer, exchange, assign, pledge, encumber, hypothecate or otherwise dispose of (by merger, by tendering into any tender or exchange offer, by testamentary disposition, by operation of law or otherwise), either voluntarily or involuntarily, or to enter into any contract, option or other agreement with respect to any sale, transfer, offer, exchange, assignment, pledge, encumbrance, hypothecation or other disposition.

(g) “Warrant Shares” means any common shares in the capital of the Company (or other equity securities) that may be issued upon exercise of the Warrant by a Seller Group Member.

ARTICLE II

VOTING

Section 2.1 Agreement to Vote.

(a) During the period commencing, with respect to each Seller Group Member, on the date such Seller Group Member exercises its or his Warrant in accordance with Section 1 thereof, and continuing, with respect to each Seller Group Member, until the Warrant Shares held by such Seller Group Member have been Transferred to an Independent Third Party (pursuant to a Transfer in compliance with the terms of the Warrant), each Seller Group Member hereby irrevocably and unconditionally agrees that at any meeting of the shareholders of the Company, however called, including any adjournment, recess or postponement thereof, in connection with any written consent of the shareholders of the Company and in any other circumstance upon which a vote, consent or other approval of all or some of the shareholders of the Company is sought, such Seller Group Member shall, and shall cause any holder of record of its Warrant Shares to, in each case to the extent that the Warrant Shares are entitled to vote thereon or consent thereto:

(i) unless otherwise directed by the Key Shareholder, appear at each such meeting or otherwise cause all of its Warrant Shares to be counted as present thereat for purposes of calculating a quorum and respond to each request by the Company for written consent, if any, in each case, as applicable; and

(ii) vote (or cause to be voted), in person or by proxy, or deliver (or cause to be delivered) a written consent covering, all of its Warrant Shares, as directed by the Key Shareholder (and, if not so directed, refrain from voting or cause not to be voted all of its Warrant Shares), including with respect to the election of directors or any other matters.

Section 2.2 Grant of Proxy.

Each Seller Group Member hereby irrevocably and unconditionally grants a proxy to, and appoints, the Key Shareholder and any designee of the Key Shareholder, and each of them individually, as his, her or its proxies and attorneys-in-

fact, with full power of substitution and resubstitution, for and in such Seller Group Member's name, place and stead, in the event that such Seller Group Member shall at any time fail to perform its obligations under Section 2.1 hereof, to vote, act by written consent or execute and deliver a proxy to vote or grant a written consent during the term of this Agreement with respect to the Warrant Shares as provided in Section 2.1 hereof. This proxy and power of attorney is given in connection with, and in consideration of, the delivery of the Warrants by the Company to the Seller Group Members, and to secure the performance of the duties and obligations of such Seller Group Member owed to the Key Shareholder under this Agreement. Each Seller Group Member hereby (a) affirms that such irrevocable proxy is (i) coupled with an interest by reason of the Warrant issued to such Seller Group Member and (ii) executed and intended to be irrevocable in accordance with applicable Laws, and (b) revokes any and all prior proxies granted by each Seller Group Member with respect to the Warrant Shares and no subsequent proxy shall be given by any Seller Group Member that is inconsistent with the obligations in Section 2.1 hereof (and if given shall be ineffective). Each Seller Group Member shall take such further action or execute such other instruments as may be reasonably necessary in accordance with the applicable Laws to effectuate the intent of this proxy. The power of attorney granted by such Seller Group Member herein is a durable power of attorney and, so long as the Key Shareholder has the interest secured by such power of attorney or the obligations secured by such power of attorney remain undischarged, the power of attorney shall not be revoked by the dissolution, bankruptcy, death or incapacity of such Seller Group Member. The proxy and power of attorney granted hereunder shall terminate upon the termination of this Agreement or, with respect to any Seller Group Member, upon Transfer of all Warrant Shares held by such Seller Group Member to an Independent Third Party.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Section 3.1 Representations and Warranties of the Seller Group Members.

Each Seller Group Member represents and warrants to the Key Shareholder as follows:

(a) Organization; Authorization; Validity of Agreement; Necessary Action. With respect to each Seller Group Member that (i) is not a natural person, such Seller Group Member (A) is duly organized, validly existing and in good standing under the Laws of the jurisdiction in which it is organized (in the case of good standing, to the extent the concept is recognized by such jurisdiction) and (B) has the requisite corporate, limited partnership, trust or other organizational power and authority to execute and deliver this Agreement and to perform its obligations hereunder and to consummate the transactions contemplated by this Agreement or (ii) is a natural person, he or she has the legal capacity and authority to execute and deliver this Agreement and perform his or her obligations hereunder and to consummate the transactions contemplated by this Agreement. The execution and delivery by such Seller Group Member of this Agreement, the performance by such Seller Group Member of his, her or its obligations hereunder and the consummation by such Seller Group Member of the transactions contemplated by this Agreement have been duly and validly authorized by such Seller Group Member and no other actions or proceedings

on the part of such Seller Group Member are necessary to authorize the execution and delivery by him, her or it of this Agreement, the performance by him, her or it of its obligations hereunder or the consummation by him, her or it of the transactions contemplated by this Agreement. This Agreement has been duly executed and delivered by such Seller Group Member and, assuming this Agreement constitutes a valid and binding obligation of the Company and the Key Shareholder, constitutes a legal, valid and binding agreement of such Seller Group Member enforceable against such Seller Group Member in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(b) Non-Contravention. The execution and delivery of this Agreement by such Seller Group Member do not, and the performance by such Seller Group Member of his, her or its obligations under this Agreement and the consummation by such Seller Group Member of the transactions contemplated by this Agreement, will not (i) conflict with, or result in any violation or breach of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of, or result in, consent, termination, cancellation or acceleration of any obligation or loss of material benefit under, or to increased, additional, accelerated or guaranteed rights or entitlements of any Person under, or result in the creation of any lien upon his, her or its assets or properties under, any provision of (A) any charter or organizational documents of such Seller Group Member, (B) any contract to which such Seller Group Member is party or by which any of his, her or its assets or properties is bound and (C) any judgment or Law applicable to such Seller Group Member or his, her or its assets or properties or (ii) require any consent of, or registration, declaration or filing with, notice to, or permit from, any governmental, regulatory or administrative authority, other than, with respect to clauses (i)(B) and (C) and (b)(ii) for those conflicts, violations, breaches, defaults, terminations, cancellations or accelerations and losses of material benefits that, individually or in the aggregate, would not or would not reasonably be expected to delay, prevent or otherwise restrict such Seller Group Member from performing any of his, her or its obligations under this Agreement.

(c) No Inconsistent Agreements. Except for this Agreement, such Seller Group Member has not: (i) entered into any contract, voting agreement, voting trust or similar agreement with respect to such Seller Group Member's Warrant or any of the Warrant Shares, (ii) granted any irrevocable proxy, consent or power of attorney with respect to such Seller Group Member's Warrant or any of the Warrant Shares that is not revoked by Section 2.2 or (iii) taken any action that would constitute a breach hereof, make any representation or warranty of such Seller Group Member set forth in this Article III untrue or incorrect in any material respect or have the effect of preventing or disabling such Seller Group Member from performing in any material respect any of its obligations under this Agreement.

(d) No Action. As of the date of this Agreement, there is no proceeding pending or, to the knowledge of such Seller Group Member, threatened against such Seller Group Member that could reasonably be expected to impair the ability of such Seller Group Member to perform its obligations hereunder or to consummate the transactions contemplated hereby on a timely basis.

Section 3.2 Representations and Warranties of the Key Shareholder. This Agreement has been duly executed and delivered by the Key Shareholder and the Key Shareholder has the legal capacity and authority to execute and deliver this Agreement and perform his obligations hereunder and, assuming this Agreement constitutes a valid and binding obligation of each Seller Group Member, this Agreement constitutes a legal, valid and binding agreement of the Key Shareholder enforceable against the Key Shareholder in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

ARTICLE IV

OTHER COVENANTS

Section 4.1 Share Dividends, Share Splits and Similar Transactions.

In the event of a reclassification, recapitalization, reorganization, share split (including a reverse share split) or combination, exchange or readjustment of shares, or other similar transaction, or if any share dividend, subdivision or distribution (including any dividend or distribution of securities convertible into or exchangeable for equity securities of the Company) is declared, in each case affecting the Warrant Shares, the term "Warrant Shares," shall be deemed to refer to and include such shares as well as all such share dividends and distributions and any securities of the Company into which or for which any or all of such shares may be changed or exchanged or which are received in such transaction.

Section 4.2 No Inconsistent Agreements.

Except for this Agreement, none of the Seller Group Members shall: (a) create or permit to exist any lien that could prevent such Seller Group Member from voting the Warrant Shares in accordance with this Agreement or from complying in all material respects with the other obligations under this Agreement, other than any restrictions imposed by applicable Law on such Warrant Shares, (b) enter into any voting or similar agreement with respect to the Warrants or the Warrant Shares, or grant any proxy, consent or power of attorney with respect to any of the Warrants or the Warrant Shares (other than as contemplated by Section 2.2 hereof), or (c) take any action, directly or indirectly, that could reasonably be expected to (i) make any representation or warranty of such Seller Group Member set forth in Article III untrue or incorrect in any material respect or (ii) have the effect of materially delaying, preventing or disabling such Seller Group Member from performing any of his, her or its obligations under this Agreement.

Section 4.3 Transfers to Affiliates. No Seller Group Member shall Transfer any Warrants or Warrant Shares to any of its Affiliates, any other Seller Group Member or any Affiliate of any other Seller Group Member, unless the transferee agrees in a writing reasonably satisfactory to the Key Shareholder to assume all of such transferring Seller Group Member's obligations hereunder in respect of the Warrant Shares subject to such Transfer, and to be bound by, and comply with, the terms of this Agreement with respect to the Warrant Shares subject to such Transfer, to the same extent as such transferring Seller Group Member is bound hereunder. Following any Transfer to an Affiliate, another Seller Group Member or an Affiliate of another Seller Group Member, the transferee of such Transfer shall be deemed to be a "Seller Group Member" for all purposes hereunder, and the transferring Seller Group Member shall remain liable for the performance of the covenants contained herein by the transferee.

Section 4.4 Further Assurances.

No Seller Group Member shall take any action, directly or indirectly, that would have the effect of preventing, impeding, interfering with or adversely affecting in any material respect the performance by such Seller Group Member of his, her or its obligations under this Agreement. From time to time, at the Key Shareholder's request and without further consideration, each Seller Group Member shall take all further action, and execute and deliver or cause to be executed or delivered such additional documents, as may be reasonably necessary to consummate and make effective the transactions contemplated by this Agreement in accordance with the terms set forth herein.

ARTICLE V

MISCELLANEOUS

Section 5.1 Interpretation. Unless the express context otherwise requires:

- (a) the words "hereof", "hereto", "hereby", "herein" and "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement;
- (b) terms defined in the singular shall have a comparable meaning when used in the plural, and vice versa;
- (c) references herein to a specific Section, Recital or Schedule shall refer, respectively, to Sections, Recitals or Schedules of this Agreement unless otherwise indicated and references to this Agreement shall refer as well to all exhibits and schedules thereto;
- (d) wherever the word "include," "includes" or "including" is used herein, it shall be deemed to be followed by the words "without limitation";
- (e) references herein to any gender shall include each other gender;

(f) references herein to any Person shall include such Person's heirs, executors, personal representatives, administrators, successors and assigns; provided, that nothing contained in this Section 5.1 is intended to authorize any assignment or Transfer not otherwise permitted by this Agreement;

(g) the word "or" shall be disjunctive but not exclusive;

(h) references herein to any Law shall be deemed to refer to such Law as amended, modified, codified, reenacted, supplemented or superseded in whole or in part and in effect from time to time, and also to all rules and regulations promulgated thereunder;

(i) references herein to any contract mean such contract as amended, supplemented, modified or waived in accordance with the terms thereof;

(j) the captions, headings and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions hereof; and

(k) with regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

Section 5.2 Termination.

All obligations and rights of a Seller Group Member hereunder shall automatically terminate at such time as such Seller Group Member has Transferred all of the Warrant Shares held by it to an Independent Third Party (but solely if such Transfer is in compliance with the terms of the Warrant applicable to the Warrant Shares). Thereafter, this Agreement shall be of no further force and effect on such Seller Group Member, other than the provisions of this Article V which shall survive indefinitely. This Agreement and all obligations of the parties hereunder shall terminate and be of no further force and effect with the written consent of the Key Shareholder and each of the Seller Group Members. Upon termination of this Agreement, the rights and obligations of the Seller Group Members will terminate and become void without further action by any party except for the provisions of Article V, which will survive such termination indefinitely. For the avoidance of doubt, the termination of this Agreement shall not relieve any party of liability for any breach prior to such termination. All representations and warranties in this Agreement shall survive any termination of this Agreement.

Section 5.3 Governing Law and Venue.

This Agreement and all disputes or controversies arising out of or relating to this Agreement or the transactions contemplated hereby shall be governed by and construed in accordance with the Laws of the State of New York, without giving effect to the choice of Law principles thereof. Any proceeding (whether sounding in contract, tort, equity or otherwise) arising out of or relating to this Agreement shall be brought solely and exclusively in any New York State court or Federal court of the United States of America sitting in the Southern District of New York. Each of the parties hereto agrees that a final judgment (subject to any appeals therefrom) in any such proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Each

party hereto hereby irrevocably submits to the exclusive jurisdiction of such courts in respect of any such proceeding, and hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any such proceeding in any such court in accordance with the provisions of this Section 5.3. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by Law, the defense of an inconvenient forum to the maintenance of such proceeding in any such court.

Section 5.4 Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed given (a) upon personal delivery, (b) one (1) Business Day after being sent via an internationally recognized overnight courier service, (c) three (3) Business Days after being sent, postage prepaid, by registered, certified or express mail or (d) upon receipt of electronic or other confirmation of transmission if sent via facsimile, in each case, at the addresses or facsimile numbers (or at such other address or facsimile number for a party as shall be specified by like notice) set forth below:

If to any Seller Group Member, to the address set forth in the signature page hereto.

If to the Key Shareholder, to:

c/o Canadian Solar, Inc.
No. 199 Lushan Road
Suzhou New District
Suzhou, Jiangsu 215129
People's Republic of China
Attention: Mr. Shawn Qu

If to the Company, to:

Canadian Solar Solutions Inc.
545 Speedvale Avenue West
Guelph, ON N1K 1E6

Attention: Legal Department
Facsimile: (519) 837-2250
E-mail: john.marner@na.canadiansolar.com

with a copy (which shall not constitute notice) to:

Kirkland & Ellis
26th Floor, Gloucester Tower
The Landmark

15 Queen's Road, Central
Attention: David T. Zhang
Facsimile: +852-3761-3301

If to any Seller Group Member: to such Seller Group Member and its counsel at their respective addresses and facsimile numbers set forth on Schedule 1 hereto.

Section 5.5 Amendment. This Agreement may not be amended, modified or supplemented except by an instrument in writing signed by the Key Shareholder, the Company and each Seller Group Member; provided that matters that only affect the right of a particular Seller Group Member or Seller Group Members shall only require an instrument in writing signed by the Key Shareholder and such Seller Group Member or Seller Group Members.

Section 5.6 Extension; Waiver. At any time before the termination of this Agreement, the Key Shareholder, on the one hand, and any of the Seller Group Members, on the other hand, may (a) extend the time for the performance of any of the obligations or other acts of the other party, (b) waive any inaccuracies in the representations and warranties of the other party contained in this Agreement or in any document delivered under this Agreement or (c) waive compliance with any of the covenants or conditions contained in this Agreement. Any agreement on the part of a party to any extension or waiver shall be valid only if set forth in an instrument in writing signed by such party. The failure of any party to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege under this Agreement.

Section 5.7 Entire Agreement. This Agreement, together with the terms of the Warrant, constitutes the sole and entire agreement of the Seller Group Members or any of their Affiliates, on the one hand, and the Key Shareholder or any of its Affiliates, on the other, with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. No representation, warranty, inducement, promise, understanding or condition not set forth in this Agreement has been made or relied upon by any of the parties to this Agreement.

Section 5.8 No Third-Party Beneficiaries. This Agreement is for the sole benefit of, shall be binding upon, and may be enforced solely by the Seller Group Members, the Key Shareholder and the Company, and nothing in this Agreement, express or implied, is intended to or shall confer upon any person (other than the Seller Group Members, the Key Shareholder or the Company) any legal or equitable right, benefit or remedy of any nature whatsoever.

Section 5.9 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any party or any circumstance, is held to be invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or

unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

Section 5.10 Rules of Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.

Section 5.11 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by operation of Law (including, but not limited to, by merger or consolidation) or otherwise by any of the parties without the prior written consent of the other parties. Any assignment in violation of the preceding sentence shall be void. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

Section 5.12 Specific Performance. The parties hereto agree that irreparable damage may occur if any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly each party to this Agreement (a) shall be entitled to seek an injunction or injunctions, specific performance and other equitable relief to prevent breaches or threatened breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in the forum described in Section 5.3, without proof of damages or otherwise, this being in addition to any other remedy at law or in equity, and (b) hereby waives any requirement for the posting of any bond or similar collateral in connection therewith. Each party hereto agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief on the basis that the other party has an adequate remedy at law.

Section 5.13 Costs and Expenses. All costs and expenses (including all fees and disbursements of counsel, accountants, investment bankers, experts and consultants to a party) incurred in connection with this Agreement shall be paid by the party incurring such costs and expenses.

Section 5.14 Counterparts; Effectiveness. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

Section 5.15 Nature of Obligations. The agreements, obligations, representations and warranties of the Seller Group Members hereunder shall be, as among Seller Group Members that are not Affiliates, several and not joint, and as among Seller Group Members that are Affiliates, joint and several.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be duly executed on its behalf on the day and year first above written.

By: /s/ Shawn Qu
Name: Shawn Qu

CANADIAN SOLAR INC.

By: /s/ Michael G. Potter
Name: Michael G. Potter
Title: Senior Vice President and Chief Financial Officer

CSI Warrant Voting Agreement

Seller Group Member

CIM/SP FUNDING, LLC

Per: /s/ Abraham Shemesh

Name: Abraham Shemesh

Title: Treasurer

Per: /s/ Helly Eppich

Name: Helly Eppich

Title: VP

CSI Warrant Voting Agreement

Seller Group Member

SKYPOWER SERVICES ULC

Per: /s/ Kerry Adler

Name:

Title:

CSI Warrant Voting Agreement

Seller Group Member

SKYPOWER SERVICES ULC

Per: /s/ Abraham Shemesh

Name: Abraham Shemesh

Title: Chairman and Director

CSI Warrant Voting Agreement

Seller Group Member

2241555 ONTARIO INC.

Per: /s/ Kerry Adler

Name:

Title:

CSI Warrant Voting Agreement

Seller Group Member

/s/ David Kassie

DAVID KASSIE

CSI Warrant Voting Agreement

Seller Group Member

/s/ Kerry Adler

KERRY ADLER

CSI Warrant Voting Agreement

Schedule 1

SELLER GROUP MEMBER INFORMATION

Name and Contact Information	Number of Common Shares Underlying Warrant and Warrant No.
CIM/SP Funding, LLC 6922 Hollywood Blvd., 9th Floor Los Angeles, CA 90028 Attention: Jennifer Gandin Facsimile: [Number]	3,491,457 (W-1)
	25,631 (W-2)
	6,278 (W-3)
	401,181 (W-4)
SkyPower Services ULC 130 Adelaide Street West, Suite 3000 Toronto, ON M5H 3P5 Attention: Kerry Adler Facsimile: [Number]	117,669 (W-5)
2241555 Ontario Inc. 130 Adelaide Street West, Suite 3000 Toronto, ON M5H 3P5 Attention: Kerry Adler Facsimile: [Number]	185,460 (W-6)
David Kassie 254 Warren Road Toronto, ON M4V 2S8 Facsimile: [Number]	45,426 (W-7)