

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

MARCO PETERS, Individually and on Behalf
of All Others Similarly Situated,

Plaintiff,

vs.

JINKOSOLAR HOLDING CO., LTD., XIANDE
LI, KANGPING CHEN, XIANHUA LI, WING
KEONG SLEW, HAITAO JIN, ZIBIN LI, STEVEN
MARKSCHEID, LONGGEN ZHANG, CREDIT
SUISSE SECURITIES (USA) LLC,
OPPENHEIMER & CO. INC., ROTH CAPITAL
PARTNERS, LLC, WILLIAM BLAIR & CO., and
COLLINS STEWART LLC,

Defendants.

No. 11 Civ. 7133 (JPO)

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (the “Stipulation”) is submitted pursuant to Rule 23 of the Federal Rules of Civil Procedure. Subject to the approval of the Court, this Stipulation is entered into between and among Lead Plaintiffs Abdullah al-Mahmud, Azriel Shusterman, and Vaughn Leroy Meyer (“Lead Plaintiffs”)¹ on behalf of themselves and the Class (as hereinafter defined), and Defendants JinkoSolar Holding Co., Ltd (“JKS”), Steven Markscheid, Credit Suisse Securities (USA) LLC, Oppenheimer & Co. Inc., Roth Capital Partners, LLC, William Blair & Co., and Collins Stewart LLC (n/k/a Canaccord Genuity Securities LLC) (“Defendants”), by and through their counsel.

¹ Plaintiff Richard Matkevich was also appointed as a Lead Plaintiff, but he predeceased the Stipulation. A Suggestion of Death has been filed pursuant to Rule 25(a)(1) of the Federal Rules of Civil Procedure. Accordingly, the term Lead Plaintiffs will refer to the three remaining individuals appointed by the Court as Lead Plaintiffs.

WHEREAS:

A. On October 11, 2011, a putative class action complaint was filed in this Court by Marco Peters against Defendants JinkoSolar Holding Co., Ltd., Xiande Li, Kangping Chen, Xianhua Li, Wing Keong Siew, Haitao Jin, Zibin Li, Steven Markscheid, Longgen Zhang, Credit Suisse Securities (USA) LLC, Oppenheimer & Co., Inc., Roth Capital Partners, LLC, and Collins Stewart LLC, alleging both violations of Sections 11, 12(a)(2), and 15 of the Securities Act of 1933 and violations of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 and Rule 10b-5 promulgated under Section 10(b) (hereinafter the “Action”) (Dkt. No. 1);

B. On March 19, 2012, the Court issued an Order that appointed Lead Plaintiffs in the Action, and Bernstein Liebhart LLP and Zamansky & Associates, LLC as Co-Lead Counsel for the proposed Class (Dkt. No. 52);

C. On June 1, 2012, Lead Plaintiffs filed an Amended Class Action Complaint in the Action (the “Complaint,” Dkt. No. 57), which added William Blair & Co. as an additional defendant;

D. The Complaint alleges, among other things, that certain of JKS’s public offering documents contained materially misleading statements regarding compliance with environmental regulations in violation of Sections 11, 12(a)(2), and 15 of the Securities Act of 1933;

E. The Complaint further alleges that Lead Plaintiffs and other Class Members purchased JKS’s American Depositary Shares (“ADS”) listed on the New York Stock Exchange (NYSE:JKS) at prices artificially inflated by Defendants’ materially misleading statements in violation of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934, and Rule 10b-5 promulgated under Section 10(b), and were damaged thereby;

F. No process or pleadings were served on defendants Xiande Li, Kangping Chen, Xianhua Li, Wing Keong Slew, Haitao Jin, Zibin Li, Zibin Li, and Longgen Zhang; accordingly, these individuals did not appear in the Action or otherwise respond to the Complaint;

G. On August 1, 2012, Defendants filed motions to dismiss the Complaint. (Dkt. Nos. 62, 65, and 67), which were fully briefed by November 8, 2012;

H. On January 22, 2013, the Court dismissed all claims alleged in the Complaint for failure to state a claim (Dkt. No. 75);

I. On February 19, 2013, Lead Plaintiffs filed a Notice of Appeal (Dkt. Nos. 77-78);

J. On July 31, 2014, following the completion of appellate briefing and oral argument, the U.S. Court of Appeals for the Second Circuit entered an Order vacating the dismissal of the Complaint and remanded the Action to the District Court for further proceedings (Dkt. Nos. 82, 83);

K. On September 30, 2014, Defendants filed new motions to dismiss the Complaint (Dkt. Nos. 86, 89, and 91), which were fully briefed by December 8, 2014;

L. While the new motions to dismiss were pending before the Court, counsel for Lead Plaintiffs and JKS engaged in settlement discussions. On July 18, 2015, following negotiations that spanned over two months, the parties informed the Court that there was an agreement in principle as to a settlement amount, subject to the negotiation and execution of definitive settlement documentation, and requested that the Court hold in abeyance any ruling on Defendants' pending motions to dismiss;

M. Defendants deny any wrongdoing whatsoever, and this Stipulation shall not be construed or deemed to be evidence of or an admission or concession on the part of any Defendant with respect to any claim of any fault or liability or wrongdoing or damage

whatsoever, or any infirmity in the defenses that Defendants have asserted or could assert. The parties to this Stipulation recognize that the litigation has been filed by Lead Plaintiffs and defended by Defendants in good faith and with adequate basis in fact under Federal Rule of Civil Procedure 11, that the litigation is being voluntarily settled after advice of counsel, and that the terms of the settlement are fair, adequate and reasonable. This Stipulation shall not be construed or deemed to be a concession by Lead Plaintiffs or any Class Member of any infirmity in the claims asserted in the Action;

N. Co-Lead Counsel has conducted an investigation relating to the claims and the underlying events and transactions alleged in the Complaint. Co-Lead Counsel has analyzed the documentary evidence and has researched the applicable law with respect to the claims of Lead Plaintiffs and the Class against the Defendants and the potential defenses thereto;

O. Lead Plaintiffs, by Co-Lead Counsel, have conducted discussions and arm's length negotiations with Defendants' Counsel with respect to a compromise and settlement of the Action as against all Defendants with a view to settling the issues in dispute and achieving the best relief possible consistent with the interests of the Class; and

P. Based upon their investigation, Co-Lead Counsel have concluded that the terms and conditions of this Stipulation are fair, reasonable and adequate to Lead Plaintiffs and the Class, and in their best interests, and have agreed to settle the claims raised in the Action pursuant to the terms and provisions of this Stipulation, after considering: (a) the substantial benefits that Lead Plaintiffs and the members of the Class will receive from settlement of the Action as against all Defendants, (b) the attendant risks of litigation, and (c) the desirability of permitting the Settlement to be consummated as provided by the terms of this Stipulation.

NOW THEREFORE, without any admission or concession on the part of Lead Plaintiffs of any lack of merit of the Action whatsoever, and without any admission or concession of any liability or wrongdoing or lack of merit in the defenses whatsoever by Defendants, it is hereby **STIPULATED AND AGREED**, by and among the parties to this Stipulation, through their respective attorneys, subject to approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, in consideration of the benefits flowing to the parties hereto from the Settlement herein set forth, that all Released Claims (as defined below) as against the Released Parties (as defined below) and all Released Defendants' Claims (as defined below) shall be compromised, settled, released and dismissed with prejudice, upon and subject to the following terms and conditions:

CERTAIN DEFINITIONS

1. As used in this Stipulation, the following terms shall have the following meanings:

(a) "Authorized Claimant" means a Class Member who submits a timely and valid Proof of Claim form to the Claims Administrator.

(b) "Cash Settlement Amount" means the amount specified in ¶ 4(a) hereof.

(c) "Claims Administrator" means the firm of Garden City Group, LLC, which shall administer the Settlement.

(d) "Class" means, for the purposes of this Settlement only, all persons and entities who purchased or otherwise acquired JinkoSolar Holding Co., Ltd. New York Stock Exchange-traded ADSs (NYSE:JKS) between May 13, 2010 and September 20, 2011 (the "Class Period"), either in or traceable to the May 13, 2010 initial public offering or the November 4, 2010 secondary offering, or on the open market during the Class Period, and were damaged

thereby. Excluded from the Class are the following: JKS, and its officers, directors, employees, affiliates, legal representatives, predecessors, successors and assigns, and any entity in which any of them have a controlling interest or are a parent, and Defendants and their immediate family members, employees, legal representatives, affiliates, heirs, predecessors, successors, and assigns and any entity in which any of them has a controlling interest. Also excluded from the Class are any putative Class Members who exclude themselves by timely filing a request for exclusion in accordance with the requirements set forth in the Notice.

(e) “Class Member” means a member of the Class.

(f) “Class Period” means, for the purposes of this Settlement only, the period of time between May 13, 2010 and September 20, 2011.

(g) “Defendants” mean JinkoSolar Holding Co., Ltd., Steven Markscheid, Credit Suisse Securities (USA) LLC, Oppenheimer & Co. Inc., Roth Capital Partners, LLC, William Blair & Co., and Collins Stewart LLC (n/k/a Canaccord Genuity Securities LLC).

(h) “Defendants’ Counsel” means the law firms of Shearman & Sterling LLP and O’Melveny & Myers LLP.

(i) “Effective Date” means the date upon which the Settlement contemplated by this Stipulation shall become effective, as set forth in ¶ 23 below.

(j) “Final,” with respect to the Order and Final Judgment or any Alternative Judgment (as defined herein), means: (a) if no appeal is filed, the expiration date of the time for filing or noticing of any appeal from the Order and Final Judgment or Alternative Judgment; or (b) if there is an appeal from the Order and Final Judgment or Alternative Judgment, the date of final dismissal of any appeal from the Order and Final Judgment or Alternative Judgment, or the final dismissal of any proceeding on certiorari or otherwise to review the Order and Final

Judgment or Alternative Judgment; or (c) the date of final affirmance on an appeal of the Order and Final Judgment or Alternative Judgment, the expiration of the time to file a petition for a writ of certiorari, or the denial of a petition for a writ of certiorari, and, if certiorari is granted, the date of final affirmance of the Order and Final Judgment or Alternative Judgment following review pursuant to that grant. Any proceeding or order, or any appeal or petition for a writ of certiorari pertaining solely to any plan of allocation and/or application for attorneys' fees, costs or expenses, shall not in any way delay or preclude the Order and Final Judgment or Alternative Judgment from becoming Final.

(k) "Gross Settlement Fund" means the Cash Settlement Amount plus any income or interest subsequently earned thereon.

(l) "Co-Lead Counsel" means the law firms of Bernstein Liebhard LLP and Zamansky LLC.

(m) "Net Settlement Fund" has the meaning defined in ¶ 5(a) hereof.

(n) "Notice" means the Notice of Pendency of Class Action and Proposed Settlement, Settlement Fairness Hearing, and Motion for an Award of Attorneys' Fees and Reimbursement of Litigation Expenses, which is to be sent to members of the Class substantially in the form attached hereto as Exhibit A-1.

(o) "Order and Final Judgment" means the proposed order and final judgment to be entered approving the Settlement in the form attached hereto as Exhibit B.

(p) "Order for Preliminary Approval of Settlement, Notice, and Hearing" means the proposed order preliminarily approving the Settlement and directing notice thereof to the Class substantially in the form attached hereto as Exhibit A.

(q) “Publication Notice” means the summary notice of proposed Settlement and hearing for publication substantially in the form attached hereto as Exhibit A-2.

(r) “Proof of Claim” means the proof of claim and release form substantially in the form attached hereto as Exhibit A-3.

(s) “Released Claims” means any and all claims, debts, demands, rights or causes of action, suits, matters, and issues or liabilities whatsoever (including, but not limited to, any claims for damages, interest, attorneys’ fees, expert or consulting fees, and any other costs, expenses or liability whatsoever), whether based on federal, state, local, statutory or common law or any other law, rule or regulation, whether fixed or contingent, accrued or un-accrued, liquidated or un-liquidated, at law or in equity, matured or un-matured, whether class or individual in nature, including both known claims and Unknown Claims (as defined herein), (i) that have been asserted in this Action against any of the Released Parties, or (ii) that could have been asserted in any forum by Class Members or any of them or the successors and assigns of any of them against any of the Released Parties which arise out of, are based upon, or relate to the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, or referred to in the Complaint and which relate to the purchase, acquisition, holding, or sale of JKS ADS during the Class Period.

(t) “Released Defendants’ Claims” means any and all claims, rights or causes of action or liabilities whatsoever, whether based on federal, state, local, statutory or common law or any other law, rule or regulation, including both known claims and Unknown Claims, that have been or could have been asserted in the Action or any forum by Defendants or any of them or the successors and assigns of any of them against Lead Plaintiffs, other Class Members or their attorneys, which arise out of or relate in any way to the institution, prosecution, or

settlement of the Action (except Released Defendants' Claims does not include all claims, rights or causes of actions or liabilities whatsoever related to the enforcement of the Settlement, including, without limitation, any of the terms of this Stipulation or orders or judgments issued by a court in connection with the Settlement).

(u) "Released Defendants' Opt-Out Threshold" has the meaning set forth in ¶ 22 hereof and in the Supplemental Agreement;

(v) "Released Parties" means any and all Defendants, Xiande Li, Kangping Chen, Xianhua Li, Wing Keong Slew, Haitao Jin, Zibin Li, Longgen Zhang, their past or present subsidiaries, parents, principals, affiliates, general or limited partners or partnerships, successors and predecessors, members, officers, directors, agents, employees, representatives, attorneys, advisors, investment advisors, underwriters, investment bankers, auditors, accountants, insurers, and any person, firm, trust, corporation, officer, director or other individual or entity in which any Defendant has a controlling interest or which is related to or affiliated with any Defendants, and the legal representatives, heirs, executors, administrators, successors in interest or assigns of Defendants.

(w) "Settlement" means the settlement contemplated by this Stipulation.

(x) "Taxes" means (i) any and all applicable taxes, duties and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) arising in any jurisdiction, if any (A) with respect to the income or gains earned by or in respect of the Gross Settlement Fund, including, without limitation, any taxes that may be imposed upon Settling Defendants or their counsel with respect to any income or gains earned by or in respect of the Gross Settlement Fund for any period while it is held by the Escrow Agent during which the Gross Settlement Fund does not qualify as a Qualified Settlement Fund for federal or state

income tax purposes; or (B) by way of withholding as required by applicable law on any distribution by the Escrow Agent or the Claims Administrator of any portion of the Gross Settlement Fund to Authorized Claimants and other persons entitled hereto pursuant to this Stipulation; and (ii) any and all expenses, liabilities and costs incurred in connection with the taxation of the Gross Settlement Fund (including without limitation, expenses of tax attorneys and accountants). For the purposes of paragraph (A) hereof, taxes imposed on Settling Defendants shall include amounts equivalent to taxes that would be payable by Settling Defendants but for the existence of relief from taxes by virtue of loss carryforwards or other tax attributes, determined by Settling Defendants, acting reasonably, and accepted by the Escrow Agent, acting reasonably.

(y) "Unknown Claims" means any and all Released Claims which any of the Lead Plaintiffs or any Class Member does not know or suspect to exist in his, her or its favor as of the Effective Date, and any Released Defendants' Claims which any Defendant does not know or suspect to exist in his, her or its favor as of the Effective Date, which if known by him, her or it might have affected his, her or its decision(s) with respect to the Settlement. With respect to any and all Released Claims and Released Defendants' Claims, the parties stipulate and agree that upon the Effective Date, Lead Plaintiffs and Defendants shall expressly waive, and each Class Member shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF

**KNOWN BY HIM OR HER MUST HAVE MATERIALLY
AFFECTED HIS OR HER SETTLEMENT WITH THE
DEBTOR.**

Lead Plaintiffs and Defendants acknowledge, and all other Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of Released Claims and Released Defendants' Claims was separately bargained for and was a key element of the Settlement.

SCOPE AND EFFECT OF SETTLEMENT

2. The obligations incurred pursuant to this Stipulation shall be in full and final disposition of the Action and any and all Released Claims as against all Released Parties and any and all Released Defendants' Claims.

3. (a) Upon the Effective Date of this Settlement, Lead Plaintiffs and all the other Class Members on behalf of themselves, their personal representatives, heirs, executors, administrators, trustees, predecessors, successors and assigns, with respect to each and every Released Claim, release and forever discharge, and are forever enjoined from prosecuting, any Released Claims against any of the Released Parties, and shall not institute, continue, maintain or assert, either directly or indirectly, whether in the United States or elsewhere, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim or demand against any Released Party or any other person who may claim any form of contribution or indemnity from any Released Party in respect of any Released Claim or any matter related thereto, at any time on or after the Effective Date.

(b) Upon the Effective Date of this Settlement, Defendants, on behalf of themselves, their heirs, executors, administrators, predecessors, successors and assigns, release and forever discharge each and every of the Released Defendants' Claims, and are forever

enjoined from prosecuting the Released Defendants' Claims against Lead Plaintiffs, all other Class Members, and their respective counsel.

THE SETTLEMENT CONSIDERATION

4. (a) In consideration for the release and discharge provided for in ¶ 3(a) hereof, JKS shall pay or cause to be paid to the Escrow Agent within twenty-five (25) business days after entry by the Court of the Order for Preliminary Approval of Settlement, Notice, and Hearing (the "Due Date") the sum of Five Million and Fifty Thousand U.S. Dollars (\$5,050,000) (the "Cash Settlement Amount") to be held in escrow. No Defendant other than JKS shall have responsibility for payment of any portion of the Cash Settlement Amount.

(b) Upon deposit of the Cash Settlement Amount into escrow, the Cash Settlement Amount and any income or interest subsequently earned thereon shall be the "Gross Settlement Fund."

5. (a) The Gross Settlement Fund, net of any Taxes (as defined below) on the income thereof, shall be used to pay (i) the Notice and Administration Costs referred to in ¶ 7 hereof, (ii) the attorneys' fee and expense award referred to in ¶ 8 hereof, and (iii) the remaining administration expenses referred to in ¶ 9 hereof. The balance of the Gross Settlement Fund after the above payments shall be the "Net Settlement Fund." At a time following the Effective Date, the Net Settlement Fund shall be distributed to the Authorized Claimants as provided in ¶¶ 10-12 hereof. Any sums required to be held in escrow hereunder prior to the Effective Date shall be held by Bernstein Liebhard LLP as Escrow Agent for the Settlement Fund. All funds held by the Escrow Agent shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall be distributed to Authorized Claimants or returned to the persons paying the same pursuant to this Stipulation

and/or further order of the Court. The Escrow Agent shall invest any funds held in escrow in a Signature Bank money market account or short-term United States Agency or Treasury Securities (or a mutual fund invested solely in such instruments), and shall collect and reinvest all interest accrued thereon. The parties hereto agree that the Gross Settlement Fund is intended to be a Qualified Settlement Fund within the meaning of Treasury Regulation § 1.468B-1, and that the Escrow Agent, as administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any Taxes owed with respect to the Settlement Fund. The parties hereto agree that the Settlement Fund shall be treated as a Qualified Settlement Fund from the earliest date possible, and agree to any relation-back election required to treat the Settlement Fund as a Qualified Settlement Fund from the earliest date possible. JKS agrees to provide promptly to the Escrow Agent the statement described in Treasury Regulation § 1.468B-3(e).

(b) All Taxes shall be paid out of the Gross Settlement Fund, shall be considered to be a cost of administration of the Settlement and shall be timely paid by the Escrow Agent without prior Order of the Court. The Gross Settlement Fund or the Escrow Agent shall, to the extent required by law, be obligated to withhold from any distributions to Authorized Claimants and other persons entitled thereto pursuant to this Stipulation any funds necessary to pay Taxes including the establishment of adequate reserves for Taxes as well as any amount that may be required to be withheld under Treasury Reg. 1.468B-(1)(2) or otherwise under applicable law in respect of such distributions. Further, the Gross Settlement Fund shall indemnify and hold harmless the Settling Defendants and their counsel for Taxes (including, without limitation, taxes payable by reason of any such indemnification payments).

(c) None of the Defendants, the Released Parties or their respective counsel shall have any responsibility for or liability whatsoever with respect to (i) any act, omission or determination of Co-Lead Counsel, the Escrow Agent or the Claims Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Gross Settlement Fund; (iii) the Plan of Allocation; (iv) the determination, administration, calculation or payment of any claims asserted against the Gross Settlement Fund; (v) any losses suffered by, or fluctuations in the value of, the Gross Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses and/or costs incurred in connection with the taxation of the Gross Settlement Fund or the filing of any returns.

ADMINISTRATION

6. The Claims Administrator shall administer the Settlement subject to the jurisdiction of the Court. To the extent reasonably necessary to effectuate the terms of the Settlement, JKS shall provide to the Claims Administrator, without charge, all information from JKS's transfer records concerning the identity of Class Members and their transactions in JKS ADS during the Class Period.

7. The Escrow Agent shall be subject to the jurisdiction of the Court. The Escrow Agent may pay from the Gross Settlement Fund, without further approval from Defendants, the reasonable costs and expenses associated with identifying members of the Class and effecting mailing of the Notice and publication of the Publication Notice to the Class, and the administration of the Settlement, including without limitation, the actual costs of publication, printing and mailing the Notice, reimbursements to nominee owners for forwarding Notice to their beneficial owners, bank fees, and the administrative expenses incurred and fees charged by

the Claims Administrator in connection with providing notice and processing the submitted claims. Such costs and expenses together shall not exceed \$150,000, though Co-Lead Counsel may make an application to the Court for reasonable expenses exceeding this amount.

FEES AND EXPENSES

8. Co-Lead Counsel will apply to the Court for an award from the Gross Settlement Fund of attorneys' fees and reimbursement of expenses. Such amounts as are awarded by the Court shall be payable from the Gross Settlement Fund to Co-Lead Counsel immediately upon award, notwithstanding the existence of any timely filed objections thereto, or potential for appeal therefrom, or collateral attack on the Settlement or any part thereof, subject to Co-Lead Counsel's obligation to make appropriate refunds or repayments to the Settlement Fund plus accrued interest at the same net rate as is earned by the Gross Settlement Fund, if and when, as a result of any appeal and/or further proceedings on remand, or successful collateral attack, the fee or cost award is reduced or reversed or for whatever reason the Settlement is terminated pursuant to ¶ 24 hereof. Co-Lead Counsel shall allocate the attorneys' fees amongst additional plaintiffs' counsel in a manner in which Co-Lead Counsel in good faith believe reflects the contributions of such counsel to the prosecution and settlement of the Action with Defendants. Defendants shall have no obligations whatsoever with respect to any attorneys' fees or expenses incurred by or awarded to Co-Lead Counsel or any counsel to a plaintiff, which shall be paid solely from the Gross Settlement Fund. An award of attorneys' fees and/or costs is not a necessary term of this Stipulation and it is not a condition of this Stipulation that any application for an award of attorneys' fees or reimbursement of costs be approved.

DISTRIBUTION TO AUTHORIZED CLAIMANTS

9. Co-Lead Counsel will apply to the Court for an order (the “Class Distribution Order”) approving the Claims Administrator’s administrative determinations concerning the acceptance and rejection of the claims submitted herein and approving any fees and expenses not previously applied for, including the fees and expenses of the Claims Administrator, and, only if the Effective Date has occurred, directing payment of the Net Settlement Fund to Authorized Claimants.

10. The Claims Administrator shall determine each Authorized Claimant’s *pro rata* share of the Net Settlement Fund based upon each Authorized Claimant’s Recognized Claim (as defined in the Plan of Allocation described in the Notice annexed hereto as Exhibit A-1, or in such other Plan of Allocation as the Court approves).

11. The Plan of Allocation proposed in the Notice is not a necessary term of this Stipulation and it is not a condition of this Stipulation that any particular Plan of Allocation be approved.

12. Each Authorized Claimant shall be allocated a *pro rata* share of the Net Settlement Fund based on his or her Recognized Claim compared to the total Recognized Claims of all accepted claimants. This is not a claims-made settlement. The entire Net Settlement Fund shall be distributed to the Authorized Claimants. If there is any balance remaining in the Net Settlement Fund six months from the date of distribution of the Net Settlement Fund by reason of un-cashed distributions or otherwise, then, after the Claims Administrator has made reasonable efforts to have Authorized Claimants cash their distributions, and it is economically feasible, any balance remaining in the Net Settlement Fund shall be redistributed to Authorized Claimants who have cashed their initial distributions and who would receive at least \$10.00 from such redistribution after the payment of any taxes and unpaid costs or fees incurred in administering

the Net Settlement Fund for such redistribution. If a redistribution is not economically feasible and funds still remain in the Net Settlement Fund or if after six months following the redistribution funds still remain in the Net Settlement Fund, the outstanding balance shall be donated to a non-sectarian, not-for-profit 501(c)(3) organization serving the public interest, designated by Lead Plaintiffs. The Defendants shall not be entitled to get back any of the settlement monies following the Effective Date. The Defendants shall have no involvement in reviewing or challenging claims filed with the Claims Administrator in this Settlement.

ADMINISTRATION OF THE SETTLEMENT

13. Any member of the Class who does not submit a valid Proof of Claim will not be entitled to receive any of the proceeds from the Net Settlement Fund but will otherwise be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Order and Final Judgment to be entered in the Action and the releases provided for herein, and will be barred from bringing any action against the Released Parties concerning the Released Claims.

14. The Claims Administrator shall process the Proofs of Claim and, after entry of the Class Distribution Order, distribute the Net Settlement Fund to the Authorized Claimants. Except for JKS's obligation to pay the Settlement Amount, and to cooperate in the production of information with respect to the identification of Class Members from JKS's shareholder transfer records, as provided herein, the Released Parties shall have no liability, obligation or responsibility for the administration of the Settlement or disbursement of the Net Settlement Fund. Co-Lead Counsel shall have the right, but not the obligation, to advise the Claims Administrator to waive what Co-Lead Counsel deem to be formal or technical defects in any Proofs of Claim submitted in the interests of achieving substantial justice.

15. For purposes of determining the extent, if any, to which a Class Member shall be entitled to be treated as an “Authorized Claimant”, the following conditions shall apply:

(a) Each Class Member shall be required to submit a Proof of Claim and Release (see attached Exhibit 3 to Exhibit A), supported by such documents as are designated therein, including proof of the transactions claimed and the losses incurred thereon, or such other documents or proof as the Claims Administrator, in its discretion may deem acceptable;

(b) All Proofs of Claim must be submitted by the date specified in the Notice, unless such period is extended by Order of the Court. Any Class Member who fails to submit a Proof of Claim by such date shall be forever barred from receiving any payment pursuant to this Settlement (unless, by Order of the Court, a later submitted Proof of Claim by such Class Member is approved), but shall in all other respects be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Order and Final Judgment to be entered in the Action and the releases provided for herein, and will be barred from bringing any action against the Released Parties concerning the Released Claims. Provided that it is received before the motion for the Class Distribution Order is filed, a Proof of Claim shall be deemed to have been submitted when posted, if received with a postmark indicated on the envelope and if mailed by first-class mail and addressed in accordance with the instructions thereon. In all other cases, the Proof of Claim shall be deemed to have been submitted when actually received by the Claims Administrator;

(c) Each Proof of Claim shall be submitted to and reviewed by the Claims Administrator, who shall determine in accordance with this Stipulation and the approved Plan of Allocation the extent, if any, to which each claim shall be allowed, subject to review by the Court pursuant to subparagraph (e) below;

(d) Proofs of Claim that do not meet the submission requirements may be rejected. Prior to rejection of a Proof of Claim, the Claims Administrator shall communicate with the claimant in order to attempt to remedy the curable deficiencies in the Proof of Claim submitted. The Claims Administrator shall notify, in a timely fashion and in writing, each claimant whose Proof of Claim it proposes to reject in whole or in part, setting forth the reasons therefor, and shall indicate in such notice that the claimant whose claim is to be rejected has the right to a review by the Court if the claimant so desires and complies with the requirements of subparagraph (e) below;

(e) If any claimant whose claim has been rejected in whole or in part desires to contest such rejection, the claimant must, within twenty (20) days after the date of mailing of the notice required in subparagraph (d) above, serve upon the Claims Administrator a notice and statement of reasons indicating the claimant's grounds for contesting the rejection along with any supporting documentation, and requesting a review thereof by Co-Lead Counsel. If a dispute concerning a claim cannot be otherwise resolved, Co-Lead Counsel shall thereafter present the request for review to the Court on notice to the claimant; and

(f) The administrative determinations of the Claims Administrator accepting and rejecting claims shall be presented to the Court, on notice to Defendants' Counsel, for approval by the Court in the Class Distribution Order.

16. Each claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to the claimant's claim, and the claim will be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided that such investigation and discovery shall be limited to that claimant's status as a Class Member and the validity and amount of the

claimant's claim. No discovery shall be allowed on the merits of the Action or Settlement in connection with processing of the Proofs of Claim.

17. Payment pursuant to this Settlement shall be deemed final and conclusive against all Class Members. All Class Members whose claims are not approved by the Court shall be barred from participating in distributions from the Net Settlement Fund, but otherwise shall be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Order and Final Judgment to be entered in the Action and the releases provided for herein, and will be barred from bringing any action against the Released Parties concerning the Released Claims.

18. All proceedings with respect to the administration, processing and determination of claims described in this Stipulation and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of claims, shall be subject to the jurisdiction of the Court.

19. The Net Settlement Fund shall be distributed to Authorized Claimants by the Claims Administrator only after the Effective Date and after: (i) all timely Claims have been processed, and all claimants whose Claims have been rejected or disallowed, in whole or in part, have been notified and provided the opportunity to be heard concerning such rejection or disallowance; (ii) all objections with respect to all rejected or disallowed claims have been resolved by the Court, and all appeals therefrom have been resolved or the time therefor has expired, or a reserve has been made to cover the potential payment to such claimants; (iii) all matters with respect to attorneys' fees, costs, plaintiff reimbursements, and disbursements have been resolved by the Court, all appeals therefrom have been resolved or the time therefor has expired, or a reserve has been made to cover the potential payment with respect to such

attorneys' fees, costs, and disbursements; and (iv) all costs of administration have been paid or provided for.

TERMS OF ORDER FOR NOTICE AND HEARING

20. Promptly after this Stipulation has been fully executed, Co-Lead Counsel shall apply to the Court for entry of an Order for Preliminary Approval of Settlement, Notice and Hearing, substantially in the form annexed hereto as Exhibit A. Co-Lead Counsel shall request that the Order for Preliminary Approval, Notice and Hearing direct that requests for exclusion must be postmarked at least twenty-eight (28) calendar days prior to the Settlement Hearing date. Upon receiving any request(s) for exclusion pursuant to the Notice, the Claims Administrator shall promptly notify Co-Lead Counsel and Defense Counsel of such request(s) for exclusion. Co-Lead Counsel shall in any event cause to be provided to Defendants' Counsel copies of all Requests for Exclusion, and any written revocation of Requests for Exclusion, as expeditiously as possible and in any event not less than fourteen (14) calendar days prior to the Settlement Hearing date.

TERMS OF ORDER AND FINAL JUDGMENT

21. If the Settlement contemplated by this Stipulation is approved by the Court, counsel for the parties shall request that the Court enter an Order and Final Judgment in the form annexed hereto as Exhibit B.

SUPPLEMENTAL AGREEMENT

22. Concurrently with the execution of this Stipulation, Lead Plaintiffs and Defendants, through their respective counsel, are executing a "Supplemental Agreement," the substance of which provides that Defendants shall, at their sole discretion, have the right to withdraw from or terminate this Settlement if potential members of the Settlement Class who purchased in the aggregate an amount equal to or greater than a certain number of JKS ADS (as

set forth in the Supplemental Agreement) elect to exclude themselves from the Class (the “Released Defendants’ Opt-Out Threshold”). The Supplemental Agreement may be examined by the Court if so requested by the Court. In the event of termination of this Settlement pursuant to the Supplemental Agreement, this Stipulation and the Settlement shall become null and void and of no further force and effect and the provisions of ¶ 25 shall apply.

EFFECTIVE DATE OF SETTLEMENT, WAIVER OR TERMINATION

23. The “Effective Date” of the Settlement shall be the date when all the following shall have occurred:

(a) approval by the Court of the Settlement, following notice to the Class and a hearing, as prescribed by Rule 23 of the Federal Rules of Civil Procedure;

(b) entry by the Court of an Order and Final Judgment in all material respects in the form set forth in Exhibit B annexed hereto, and such Order and Final Judgment becomes Final, or, in the event that the Court enters an order and final judgment in a form other than that provided above (“Alternative Judgment”) and none of the parties hereto elect to terminate this Settlement, the date that such Alternative Judgment becomes Final; and

(c) expiration of the time to exercise the termination rights provided in ¶ 24 hereof.

24. Defendants and Lead Plaintiffs shall each have the right to terminate the Settlement and this Stipulation by providing written notice of their election to do so (“Termination Notice”) to all other parties hereto within thirty (30) days of any of the following:

(a) the Court declining to enter the Order for Preliminary Approval, Notice and Hearing in any material respect; (b) the Court refusing to approve this Settlement as set forth in this Stipulation; (c) the Court declining to enter the Order and Final Judgment in any material respect or entering

an Alternative Judgment; (d) the date upon which any Order and Final Judgment is modified or reversed in any material respect by any level of appellate court; (e) the date upon which any Alternative Judgment is modified or reversed in any material respect by any level of appellate court; or (f) the Defendants being permitted under the terms of the Supplemental Agreement referenced in paragraph 22 to terminate the Settlement and this Stipulation.

25. Except as otherwise provided herein, in the event the Settlement is terminated, then the parties to this Stipulation shall be deemed to have reverted to their respective status in the Action immediately prior to the execution of this Stipulation and, except as otherwise expressly provided, the parties shall proceed in all respects as if this Stipulation and any related orders had not been entered, and, within twenty-five (25) business days following any termination of this Settlement, any portion of the Cash Settlement Amount previously paid by Defendants, together with any interest earned thereon, less any Taxes due with respect to such income, and less costs of administration and notice actually incurred and paid or payable from the Cash Settlement Amount, shall be returned to the entity that paid the Cash Settlement Amount in accordance with written instructions by that entity.

NO ADMISSION OF WRONGDOING

26. This Stipulation, whether or not consummated, and any proceedings taken pursuant to it:

(a) shall not be offered or received against any Defendants as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by any Defendants with respect to the truth of any fact alleged by Lead Plaintiffs or the validity of any claim that has been or could have been asserted in the Action or in any litigation, or the

deficiency of any defense that has been or could have been asserted in the Action or in any litigation, or of any liability, negligence, fault, or wrongdoing of any of the Defendants;

(b) shall not be offered or received against any of the Defendants as evidence of a presumption, concession or admission of any fault, misrepresentation or omission with respect to any statement or written document approved or made by any of the Defendants;

(c) shall not be offered or received against any of the Defendants as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason as against any of the Defendants, in any other civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation; provided, however, that if this Stipulation is approved by the Court, the Released Parties may refer to it to effectuate the liability protection granted them hereunder;

(d) shall not be construed against any Defendants as an admission or concession that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial; and

(e) shall not be construed as or received in evidence as an admission, concession or presumption against Lead Plaintiffs or any of the other Class Members that any of their claims are without merit, or that any defenses asserted by any Defendants have any merit, or that damages recoverable under the Complaint would not have exceeded the Gross Settlement Fund.

MISCELLANEOUS PROVISIONS

27. All of the exhibits attached hereto are hereby incorporated by reference as though fully set forth herein.

28. Each Defendant contributing to the Settlement Amount warrants as to himself, herself or itself that, as to the payments made by or on behalf of him, her or it, at the time of such payment that the Defendant made or caused to be made pursuant to ¶ 4 above, he, she or it was not insolvent, nor did nor will the payment required to be made by or on behalf of him, her or it render such Defendant insolvent, within the meaning of and/or for the purposes of the United States Bankruptcy Code, including §§ 101 and 547 thereof. This warranty is made by each such Defendant and not by Defendants' Counsel.

29. If a case is commenced in respect of any Defendant contributing to the Settlement Amount (or any insurer contributing funds to the Cash Settlement Amount on behalf of any Defendant) under Title 11 of the United States Code (Bankruptcy), or a trustee, receiver, conservator, or other fiduciary is appointed under any similar law, and in the event of the entry of a final order of a court of competent jurisdiction determining the transfer of money to the Gross Settlement Fund or any portion thereof by or on behalf of such Defendant to be a preference, voidable transfer, fraudulent transfer or similar transaction and any portion thereof is required to be returned, and such amount is not promptly deposited to the Gross Settlement Fund by others, then, at the election of Co-Lead Counsel, the parties shall jointly move the Court to vacate and set aside the releases given and Judgment entered in favor of Defendants pursuant to this Stipulation, which releases and Judgment shall be null and void, and the parties shall be restored to their respective positions in the litigation immediately prior to the execution of this Stipulation and any cash amounts in the Gross Settlement Fund shall be returned as provided in ¶ 25 above.

30. The parties to this Stipulation intend the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by the Class Members against the

Released Parties with respect to the Released Claims. Accordingly, Lead Plaintiffs and Defendants agree not to assert in any forum that the litigation was brought by Lead Plaintiffs or defended by Defendants in bad faith or without a reasonable basis. The parties hereto shall assert no claims of any violation of Rule 11 of the Federal Rules of Civil Procedure relating to the prosecution, defense, or settlement of the Action. The parties agree that the amount paid and the other terms of the Settlement were negotiated at arm's length in good faith by the parties, and reflect a settlement that was reached voluntarily after consultation with experienced legal counsel.

31. This Stipulation may not be modified or amended, nor may any of its provisions be waived except by a writing signed by all parties hereto or their successors-in-interest.

32. The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

33. The administration and consummation of the Settlement as embodied in this Stipulation shall be under the authority of the Court and the Court shall retain jurisdiction for the purpose of entering orders providing for awards of attorneys' fees and expenses to Co-Lead Counsel and enforcing the terms of this Stipulation.

34. The waiver by one party of any breach of this Stipulation by any other party shall not be deemed a waiver of any other prior or subsequent breach of this Stipulation.

35. This Stipulation and its exhibits and the Supplemental Agreement constitute the entire agreement among the parties hereto concerning the Settlement of the Action, and no representations, warranties, or inducements have been made by any party hereto concerning this Stipulation and its exhibits other than those contained and memorialized in such documents.

36. This Stipulation may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

37. This Stipulation shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.

38. The construction, interpretation, operation, effect and validity of this Stipulation, and all documents necessary to effectuate it, shall be governed by the internal laws of the State of New York without regard to conflicts of laws, except to the extent that federal law requires that federal law governs.

39. No opinion or advice concerning the tax consequences of the proposed Settlement to individual Class Members is being given or will be given by Co-Lead Counsel or Defendants' Counsel; nor is any representation or warranty in this regard made by virtue of this Stipulation. Each Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member.

40. This Stipulation shall not be construed more strictly against one party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the parties, it being recognized that it is the result of arm's-length negotiations between the parties and all parties have contributed substantially and materially to the preparation of this Stipulation.

41. All counsel and any other person executing this Stipulation and any of the exhibits hereto, or any related settlement documents, warrant and represent that they have the full authority to do so and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Stipulation to effectuate its terms.

42. Co-Lead Counsel and Defendants' Counsel agree to cooperate fully with one another in seeking Court approval of the Order for Preliminary Approval, Notice and Hearing, the Stipulation and the Settlement, and to promptly agree upon and execute all such other documentation as may be reasonably required to obtain final approval by the Court of the Settlement.

DATED: September 15, 2015

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Co-Lead Counsel for Lead Plaintiffs and the Proposed Class

EXHIBIT A

EXHIBIT A

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

MARCO PETERS, Individually and on Behalf
of All Others Similarly Situated,

Plaintiff,

vs.

JINKOSOLAR HOLDING CO., LTD., XIANDE
LI, KANGPING CHEN, XIANHUA LI, WING
KEONG SLEW, HAITAO JIN, ZIBIN LI, STEVEN
MARKSCHEID, LONGGEN ZHANG, CREDIT
SUISSE SECURITIES (USA) LLC,
OPPENHEIMER & CO. INC., ROTH CAPITAL
PARTNERS, LLC, WILLIAM BLAIR & CO., and
COLLINS STEWART LLC,

Defendants.

No. 11 Civ. 7133 (JPO)

**ORDER FOR PRELIMINARY APPROVAL OF SETTLEMENT,
NOTICE, AND HEARING**

WHEREAS, an action is pending before this Court styled *Marco Peters v. JinkoSolar Holding Co., Ltd., Xiande Li, Kangping Chen, Xianhua Li, Wing Keong Siew, Haitao Jin, Zibin Li, Steven Markscheid, Longgen Zhang, Credit Suisse Securities (USA) LLC, Oppenheimer & CO., Inc., Roth Capital Partners, LLC, and Collins Stewart LLC*, No. 11 Civ. 7133 (JPO) (the “Action”);

WHEREAS, the Lead Plaintiffs having made a motion, pursuant to Federal Rule of Civil Procedure 23(e), for an order preliminarily approving the Settlement of this Action, in accordance with a Stipulation of Settlement dated September 15, 2015 (the “Settlement Agreement” or the “Stipulation”), which, together with the Exhibits annexed thereto, sets forth the terms and conditions for a proposed settlement of the Action between the Parties and for dismissal of the Action against the Defendants and the Released Parties with prejudice upon the terms and conditions set forth

therein; and the Court having read and considered the Settlement Agreement and the Exhibits annexed thereto; and

WHEREAS, unless otherwise defined, all terms used herein have the same meanings as set forth in the Settlement Agreement.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. The Court has reviewed the Stipulation and does hereby preliminarily approve the Settlement set forth therein, subject to further consideration at the Settlement Hearing described below.

2. The Court finds that: (a) the Settlement Agreement resulted from arm's-length negotiations; and (b) the Settlement Agreement is sufficiently fair, reasonable and adequate as to the Class Members to warrant providing notice of the Settlement to Class Members and holding a Settlement Hearing.

3. A hearing (the "Settlement Hearing") shall be held before this Court on _____, 2015, at _____.m., at courtroom 706 of the Thurgood Marshall United States Courthouse, 40 Foley Square, New York, New York 10007, to determine whether the proposed Settlement of the Action on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and adequate to the Class and should be approved by the Court; to determine whether an Order and Final Judgment as provided in ¶ 21 of the Settlement Agreement should be entered; to determine whether the proposed Plan of Allocation should be approved; to determine any amount of fees, costs, and expenses that should be awarded to Co-Lead Counsel; to hear any objections by Class Members to the Settlement Agreement or Plan of Allocation or any award of fees, costs, and expenses to Co-Lead Counsel; and to consider such other matters as the Court may deem appropriate. The Court may adjourn the Settlement Hearing without further notice to Members of the Class.

4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court preliminarily certifies for purposes of settlement only a Class consisting of all persons and entities who purchased or otherwise acquired JinkoSolar Holding Co., Ltd. New York Stock Exchange-traded ADSs (NYSE:JKS) between May 13, 2010 and September 20, 2011 (the “Class Period”), either in or traceable to the May 13, 2010 initial public offering or the November 4, 2010 secondary offering, or on the open market during the Class Period, and were damaged thereby. Excluded from the Class are the following: JKS, and its officers, directors, employees, affiliates, legal representatives, predecessors, successors and assigns, and any entity in which any of them have a controlling interest or are a parent, and Defendants and their immediate family members, employees, legal representatives, affiliates, heirs, predecessors, successors, and assigns and any entity in which any of them has a controlling interest. Also excluded from the Class are any putative Class Members who exclude themselves by timely filing a request for exclusion in accordance with the requirements set forth in the Notice.

5. Solely for purposes of the Settlement, the Court preliminarily finds that the prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied in that: (a) the members of the Class are so numerous that joinder of all Class Members in the Action is impracticable; (b) there are questions of law and fact common to the Class that predominate over any individual questions; (c) the claims of the Lead Plaintiffs are typical of the claims of the Class; (d) Lead Plaintiffs and its counsel have fairly and adequately represented and protected the interests of Class Members; and (e) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

6. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the purposes of this Settlement only, Lead Plaintiffs Abdullah al-Mahmud, Azriel Shusterman, and Vaughn Leroy

Meyer are certified as class representatives and Co-Lead Counsel Bernstein Liebhard LLP and Zamansky LLC are certified as class counsel.

7. The Court approves the form, substance, and requirements of the Notice, Publication Notice, and Proof of Claim and Release form, substantially in the forms annexed hereto as Exhibits A-1 through A-3.

8. The Court appoints the Garden City Group, LLC as Claims Administrator (“Claims Administrator”) to supervise and administer the notice procedure as well as the processing of claims as more fully set forth below. The Parties and their counsel shall not be liable for any act or omission of the Claims Administrator:

(a) Not later than ten (10) calendar days after entry of this Order, JKS shall provide the Claims Administrator with records from its transfer agent sufficient to identify purchasers of JKS ADS during the Class Period, as well as for one trading day after the Class Period;

(b) Not later than eighteen (18) business days after entry of this Order (the “Notice Date”), the Claims Administrator shall cause a copy of the Notice and Proof of Claim and Release form, substantially in the forms annexed hereto, to be mailed by First-Class Mail to all Class Members who can be identified with reasonable effort and to be posted on the Settlement website at www.jinkosolarsecuritiessettlement.com;

(c) Not later than ten (10) calendar days after the Notice Date, the Claims Administrator shall cause the Publication Notice to be published once in the national edition of *Investor’s Business Daily* and once over a national newswire service; and

(d) Not later than twenty-one (21) calendar days prior to the Settlement Hearing, Co-Lead Counsel shall serve on Defendants’ counsel and file with the Court proof, by affidavit or declaration, of such mailing and publishing.

9. Nominees who purchased JKS ADS during the Class Period shall be requested to send the Notice and Proof of Claim and Release form to such beneficial owners of JKS ADS within ten (10) calendar days after receipt thereof, or send a list of the names and addresses of such beneficial owners to the Claims Administrator within ten (10) calendar days of receipt thereof, in which event the Claims Administrator shall promptly mail the Notice and Proof of Claim and Release form to such beneficial owners.

10. The form and content of the notice program described herein, and the methods set forth herein for notifying the Class of the Settlement and its terms and conditions, the Fee and Expense Application, and the Plan of Allocation meet the requirements of Rule 23 of the Federal Rules of Civil Procedure, Section 21D(a)(7) of the Securities Exchange Act of 1934, 15 U.S.C. §78u-4(a)(7), as amended by the Private Securities Litigation Reform Act of 1995, and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled thereto.

11. Other than the cost of providing the applicable transfer records to the Claims Administrator, and the costs and expenses of providing notice pursuant to the Class Action Fairness Act, all fees, costs, and expenses incurred in identifying and notifying members of the Class shall be paid from the Settlement Fund and in no event shall any of the Released Parties bear any responsibility for such fees, costs, or expenses except to the extent the Settlement is terminated and ¶ 25 of the Settlement Agreement is invoked.

12. All Members of the Class (except Persons who request exclusion pursuant to ¶ 17 below) shall be bound by all determinations and judgments in the Action concerning the Settlement, including, but not limited to, the releases provided for therein, whether favorable or unfavorable to the Class, regardless of whether such Persons seek or obtain by any means, including, without

limitation, by submitting a Proof of Claim and Release form or any similar document, any distribution from the Settlement Fund or the Net Settlement Fund.

13. Pending final determination by the Court as to whether the Settlement, as set forth in the Settlement Agreement, is fair, reasonable and adequate and should be finally approved and whether the Judgment dismissing the Action with prejudice should be approved, no Class Member, either directly, representatively or in any other capacity, shall assert, commence or prosecute against any of the Defendants or the Released Parties any of the Released Claims in this Action, or in any other proceeding or forum. This injunction is necessary to protect and effectuate the Settlement, this Order, and the Court's flexibility and authority to effectuate the Settlement and to enter judgment when appropriate, and is ordered in aid of the Court's jurisdiction and to protect its judgments.

14. Class Members who wish to participate in the Settlement shall complete and submit the Proof of Claim and Release form in accordance with the instructions contained therein. Unless the Court orders otherwise, all Proofs of Claim and Release must be postmarked no later than ninety (90) calendar days from the Notice Date. Any Class Member who does not submit a Proof of Claim and Release within the time provided shall be barred from sharing in the distribution of the proceeds of the Net Settlement Fund, but shall nevertheless be bound by any final judgment entered by the Court. Notwithstanding the foregoing, Co-Lead Counsel shall have the discretion to accept late-submitted claims for processing by the Claims Administrator so long as distribution of the Net Settlement Fund is not materially delayed thereby. Co-Lead Counsel shall bear no liability for declining to accept any late-submitted claims.

15. The Proof of Claim and Release submitted by each Class Member must satisfy the following conditions, unless otherwise ordered by the Court: (i) it must be properly completed, signed and submitted in a timely manner in accordance with the provisions of the preceding

paragraph; (ii) it must be accompanied by adequate supporting documentation for the transactions reported therein, in the form of broker confirmation slips, broker account statements, an authorized statement from the broker containing the transactional information found in a broker confirmation slip, or such other documentation as is deemed adequate by Co-Lead Counsel; (iii) if the person executing the Proof of Claim and Release is acting in a representative capacity, a certification of her current authority to act on behalf of the Class Member must be included in the Proof of Claim and Release; and (iv) the Proof of Claim and Release must be complete and contain no material deletions or modifications of any of the printed matter contained therein and must be signed under penalty of perjury.

16. Any member of the Class may enter an appearance in the Action, at his, her, or its own expense, individually or through counsel of his, her, or its own choice. If the member of the Class does not enter an appearance, he, she, or it will be represented by Co-Lead Counsel.

17. Any person or entity falling within the definition of the Class may, upon request, be excluded from the Class. Any such person or entity must submit to the Claims Administrator a request for exclusion (“Request for Exclusion”) so that it is received no later than twenty-eight (28) calendar days before the Settlement Hearing. A Request for Exclusion must be signed and state (a) the name, address, and telephone number of the person or entity requesting exclusion; (b) the person or entity’s purchases and sales of JKS ADS during the period of May 12, 2010 through December 19, 2011 supported by brokerage documentation showing the dates, the number of JKS ADS purchased/sold, and prices paid/received for each transaction excluding commissions, fees, and taxes; and (c) that the person or entity wishes to be excluded from the Class. All persons and entities who submit valid and timely Requests for Exclusion in the manner set forth in this paragraph shall

have no rights under the Settlement Agreement and shall not share in the distribution of the Net Settlement Fund.

18. Co-Lead Counsel shall cause to be provided to Defendants' counsel copies of all Requests for Exclusion, and any written revocation of Requests for Exclusion, as expeditiously as possible and in any event not less than fourteen (14) calendar days prior to the Settlement Hearing.

19. Any Class Member may appear and object if he, she, or it has any reason why the proposed Settlement of the Action should not be approved as fair, reasonable and adequate, or why a judgment should not be entered thereon, why the Plan of Allocation should not be approved, why attorneys' fees, costs, and expenses should not be awarded to Co-Lead Counsel; provided, however, that no Class Member or any other Person shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement, or, if approved, the Judgment to be entered thereon approving the same, or the order approving the Plan of Allocation, or any attorneys' fees, costs, and expenses to be awarded to Co-Lead Counsel, unless written objections and copies of any papers and briefs are received by Bernstein Liebhard LLP, Michael S. Bigin, 10 East 40th Street, New York, NY 10016 and Shearman & Sterling LLP, Brian H. Polovoy, 599 Lexington Avenue, New York, NY 10022, no later than twenty-eight (28) calendar days before the Settlement Hearing, and said objections, papers, and briefs are filed with the Clerk of the United States District Court for the Southern District of New York, no later than twenty-eight (28) calendar days before the Settlement Hearing. Any Class Member who does not make his, her, or its objection in the manner provided shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the proposed Settlement as incorporated in the Settlement Agreement, to the Plan of Allocation, and to the award of attorneys' fees, costs, and expenses to Co-Lead Counsel, unless otherwise ordered by the Court. Attendance at the Settlement

Hearing is not necessary. However, any person or entity wishing to be heard orally in opposition to the approval of the Settlement, the Plan of Allocation, and/or the application for an award of attorneys' fees, costs, and expenses are required to indicate in their written objection their intention to appear at the hearing. Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.

20. All funds held by the Escrow Agent shall be deemed and considered to be in *custodia legis*, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to the Settlement Agreement and/or further order(s) of the Court.

21. All papers in support of the Settlement, Plan of Allocation, and any application by Co-Lead Counsel for attorneys' fees, costs, and expenses shall be filed no later than twenty-one (21) calendar days prior to the Settlement Hearing and any reply papers shall be filed no later than seven (7) calendar days prior to the Settlement Hearing.

22. The Released Parties shall have no responsibility for the Plan of Allocation or any application for attorneys' fees, costs, or expenses submitted by Co-Lead Counsel, and such matters will be considered separately from the fairness, reasonableness, and adequacy of the Settlement.

23. At or after the Settlement Hearing, the Court shall determine whether the Plan of Allocation proposed by Co-Lead Counsel, and any application for attorneys' fees, costs, and expenses, should be approved.

24. All reasonable expenses incurred in identifying and notifying Class Members as well as administering the Settlement Fund shall be paid as set forth in the Settlement Agreement. In the event the Court does not approve the Settlement, or it otherwise fails to become effective, the Settlement Fund shall be returned to the entities that provided it, as described in the Settlement Agreement.

25. Neither the Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations, discussions, proceedings connected with it, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the Settlement may be construed as an admission or concession by the Defendants or any other Released Parties of the truth of any of the allegations in the Action, or of any liability, fault, or wrongdoing of any kind, or offered or received in evidence, or otherwise used by any person in the Action, or in any other action or proceeding, whether civil, criminal, or administrative, in any court, administrative agency, or other tribunal, except in connection with any proceeding to enforce the terms of the Settlement Agreement. The Released Parties, Lead Plaintiffs, Class Members, and each of their counsel, may file the Settlement Agreement and/or the Judgment in any action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

26. All proceedings in the Action are stayed until further order of this Court, except as may be necessary to implement the Settlement or comply with the terms of the Settlement Agreement.

27. The Court reserves the right to alter the time or the date of the Settlement Hearing without further notice to the members of the Class, provided that the time or the date of the Settlement Hearing shall not be set at a time or date earlier than the time and date set forth in ¶ 3 above, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement. The Court may approve the Settlement, with such modifications as may be agreed to by the Parties, if appropriate, without further notice to the Class.

28. If the Settlement fails to become effective as defined in the Settlement Agreement or is terminated, then, in any such event, the Settlement Agreement, including any amendment(s) thereof, except as expressly provided in the Settlement Agreement, and this Order shall be null and void, of no further force or effect, and without prejudice to any Party, and may not be introduced as evidence or used in any actions or proceedings by any person or entity against the Parties and they shall be deemed to have reverted to their respective litigation positions in the Action as of immediately prior to the execution of the Settlement Agreement.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE J. PAUL OETKEN
UNITED STATES DISTRICT JUDGE

EXHIBIT A-1

EXHIBIT A-1

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

MARCO PETERS, Individually and on Behalf
of All Others Similarly Situated,

Plaintiff,

vs.

JINKOSOLAR HOLDING CO., LTD., XIANDE
LI, KANGPING CHEN, XIANHUA LI, WING
KEONG SLEW, HAITAO JIN, ZIBIN LI, STEVEN
MARKSCHEID, LONGGEN ZHANG, CREDIT
SUISSE SECURITIES (USA) LLC,
OPPENHEIMER & CO. INC., ROTH CAPITAL
PARTNERS, LLC, WILLIAM BLAIR & CO., and
COLLINS STEWART LLC,

Defendants.

No. 11 Civ. 7133 (JPO)

Class Action

**NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT,
SETTLEMENT FAIRNESS HEARING, AND MOTION FOR AN AWARD OF
ATTORNEYS' FEES AND REIMBURSEMENT OF LITIGATION EXPENSES**

A Federal Court Authorized This Notice. This Is Not A Solicitation From A Lawyer

**TO: ALL PERSONS AND ENTITIES WHO PURCHASED OR OTHERWISE
ACQUIRED JINKOSOLAR HOLDING CO., LTD. NEW YORK STOCK
EXCHANGE-TRADED ADSs (NYSE:JKS) BETWEEN MAY 13, 2010
AND SEPTEMBER 20, 2011 (THE "CLASS PERIOD"), EITHER IN OR
TRACEABLE TO THE MAY 13, 2010 INITIAL PUBLIC OFFERING
OR THE NOVEMBER 4, 2010 SECONDARY OFFERING, OR ON THE
OPEN MARKET DURING THE CLASS PERIOD, AND WERE
DAMAGED THEREBY (THE "CLASS" OR "CLASS MEMBERS").¹**

¹ All capitalized terms that are not defined in this Notice have the meaning ascribed to them in the Stipulation of Settlement (the "Stipulation") dated September 15, 2015, which is available on the website established for the Settlement at www.jinkosolarsecuritiessettlement.com.

- **PLEASE READ THIS NOTICE CAREFULLY.**
- **IF YOU WISH TO COMMENT IN FAVOR OF THE SETTLEMENT OR OBJECT TO THE SETTLEMENT, YOU MUST FOLLOW THE DIRECTIONS IN THIS NOTICE.**
- **YOU MAY BE ELIGIBLE TO RECEIVE MONEY FROM THE SETTLEMENT OF THIS CASE.**
- **YOUR LEGAL RIGHTS MAY BE AFFECTED BY THIS LAWSUIT.**
- **TO RECEIVE MONEY FROM THIS SETTLEMENT, YOU MUST SUBMIT A VALID PROOF OF CLAIM AND RELEASE FORM (“CLAIM FORM”) POSTMARKED ON OR BEFORE ____.**
- **IF YOU DO NOT WISH TO PARTICIPATE IN THE SETTLEMENT, YOU MAY REQUEST TO BE EXCLUDED FROM THE SETTLEMENT BY SENDING A WRITTEN REQUEST FOR EXCLUSION THAT MUST BE RECEIVED ON OR BEFORE ____.**
- **IF YOU RECEIVED THIS NOTICE ON BEHALF OF A CLASS MEMBER WHO IS DECEASED, YOU SHOULD PROVIDE THE NOTICE TO THE AUTHORIZED LEGAL REPRESENTATIVE OF THAT CLASS MEMBER.**

YOU ARE HEREBY NOTIFIED AS FOLLOWS:²

A proposed settlement (the “Settlement”) has been reached by the Parties³ in the class action pending in the United States District Court for the Southern District of New York (the “Court”), which was brought on behalf of all Class Members described above. The Court has preliminarily approved the Settlement, whose terms are set forth in the Stipulation, which is available at www.jinkosolarsecuritiessettlement.com, and has preliminarily certified the Class for Settlement purposes only. You have received this Notice because the Parties’ records indicate that you are a member of the Class. This Notice is designed to inform you of your rights, how you can submit a Claim Form, and how you can comment in favor of the Settlement or object to the Settlement. If the Settlement is finally approved by the Court, the Settlement will be binding upon you, unless you exclude yourself, even if you do not submit a Claim Form to obtain money

² A copy of this Notice may be found at www.jinkosolarsecuritiessettlement.com.

³ The “Parties” are collectively defined as Abdullah al-Mahmud, Azriel Shusterman, and Vaughn Leroy Meyer (“Lead Plaintiffs”) on behalf of themselves and the Class and Defendants JinkoSolar Holding Co., Ltd. (“JKS”), Steven Markscheid, Credit Suisse Securities (USA) LLC, Oppenheimer & Co. Inc., Roth Capital Partners, LLC, William Blair & Co., and Collins Stewart LLC (n/k/a Canaccord Genuity Securities LLC) (“Defendants”).

from the Net Settlement Fund and even if you object to the Settlement.

There will be a hearing on the Settlement (the “Settlement Hearing”) before the Honorable J. Paul Oetken, United States District Court Judge, at _____, on _____, in Courtroom 706 of the Thurgood Marshall United States Courthouse, 40 Foley Square, New York, New York 10007.

I. BACKGROUND OF THE CASE

On October 11, 2011, a securities class action complaint was filed in this Court by Marco Peters against Defendants JinkoSolar Holding Co., Ltd., Xiande Li, Kangping Chen, Xianhua Li, Wing Keong Siew, Haitao Jin, Zibin Li, Steven Markscheid, Loggen Zhang, Credit Suisse Securities (USA) LLC, Oppenheimer & Co., Inc., Roth Capital Partners, LLC, and Collins Stewart LLC, alleging both violations of Sections 11, 12(a)(2), and 15 of the Securities Act of 1933 and violations of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 and Rule 10b-5 promulgated under Section 10(b) (hereinafter the “Action”) (Dkt. No. 1).

On March 19, 2012, after considering the adequacy of plaintiffs to represent the putative Class, the Court issued an Order that appointed Lead Plaintiffs in the Action. Lead Plaintiffs’ counsel, Bernstein Liebhard LLP and Zamansky LLC were appointed Co-Lead Counsel for the proposed Class (Dkt. No. 52).

Lead Plaintiffs conducted further investigation of allegations of the initial complaint in both the People’s Republic of China and the United States. On June 1, 2012, Lead Plaintiffs utilized the information learned from their investigation and filed an Amended Class Action Complaint in the Action (the “Complaint,” Dkt. No. 57). There, Lead Plaintiffs alleged Defendants made material misstatements based, in part, on translated documents purportedly filed by JKS with authorities in the People’s Republic of China. The Complaint alleges, among other things, that JKS’s public offering materials contained materially misleading statements regarding compliance with environmental regulations in violation of Sections 11, 12(a)(2), and 15 of the Securities Act of 1933. The Complaint further alleged that Lead Plaintiffs and other Class Members purchased JKS’s American Depositary Shares (“ADS”) listed on the New York Stock Exchange (Ticker: JKS) at prices artificially inflated by Defendants’ materially misleading statements in violation of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934, and Rule 10b-5 promulgated under Section 10(b), and were damaged thereby.

On August 1, 2012, Defendants filed three separate motions to dismiss the Complaint (Dkt. Nos. 62, 65, and 67), which were each opposed by Lead Plaintiffs. The motions were fully briefed by November 8, 2012. On January 22, 2013, the Court dismissed all claims alleged in the Complaint for failure to state a claim (Dkt. No. 75). The Court found that the Complaint failed to allege there were materially false and misleading statements for which plaintiffs could pursue a claim against Defendants.

On February 19, 2013, Lead Plaintiffs appealed this ruling. Lead Plaintiffs submitted appellate briefs to the Second Circuit Court of Appeals seeking to revive the claims alleged on behalf of Lead Plaintiffs and the Class. Following the completion of appellate briefing and oral

argument, on July 31, 2014, the Second Circuit Court of Appeals vacated the dismissal and remanded the Action to the District Court for further adjudication (Dkt. Nos. 82, 83).

On September 30, 2014, Defendants filed three new motions to dismiss the Complaint (Dkt. Nos. 86, 89, and 91), which Lead Plaintiffs opposed. The motions were fully briefed by December 8, 2014 (Dkt. No. 96). While these new motions to dismiss were pending before the Court, Lead Plaintiffs and JKS engaged in settlement discussions. The parties ultimately reached an agreement-in-principle to settle the Action for \$5,050,000 for the benefit of the Class.

On September 15, 2015, the Parties entered into the Stipulation memorializing their agreement to settle the Action.

Defendants have denied the claims asserted against them in the Action and deny having engaged in any wrongdoing or violation of law of any kind whatsoever. Defendants have agreed to the Settlement solely to eliminate the burden and expense of continued litigation. Accordingly, the Settlement may not be construed as an admission of any wrongdoing by any of the Defendants. The Court has not ruled on the merits of whether the Defendants violated the securities laws, or any other laws or rules.

Lead Plaintiffs and Defendants, and their counsel, have concluded that the Settlement is advantageous, considering the risks and uncertainties to each side of continued litigation. The Parties and their counsel have determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the Class Members.

The Settlement creates a Gross Settlement Fund in the amount of \$5,050,000 in cash. Your recovery from the Gross Settlement Fund will depend on a number of variables, including the number of JKS ADS that you purchased during the Class Period, and the timing of your purchases and sales of any such ADS. Lead Plaintiffs' damages expert estimates that if all eligible Claimants submit a valid Claim Form, the average distribution per damaged share⁴ will be approximately \$0.47 per ADS before deduction of Court-approved fees and expenses. Class Members should note, however, that this is only an estimate based on the overall number of potentially affected shares.

Lead Plaintiffs and Defendants do not agree on the average amount of damages per ADS that would be recoverable if Lead Plaintiffs were to have prevailed in the Action. The issues on which the Parties disagree include: (1) the amount by which JKS ADS were allegedly artificially inflated (if at all) during the Class Period; (2) the effect of various market forces on the price of JKS ADS at various times during the Class Period; (3) the extent to which external factors, such as general market and industry conditions, influenced the price of JKS ADS at various times during the Class Period; (4) the extent to which the various public statements that Lead Plaintiffs alleged were materially misleading influenced (if at all) the price of JKS ADS at various times during the Class Period; (5) the extent to which the various allegedly adverse material facts that Lead Plaintiffs alleged were omitted influenced (if at all) the price of JKS ADS at various times

⁴ An allegedly damaged share might have been traded more than once during the Class Period, and the indicated average recovery would be the total for all purchasers of that share.

during the Class Period; (6) whether the statements made or facts allegedly omitted were material, false, misleading, or otherwise actionable under the federal securities laws; and (7) whether the market for JKS ADS was efficient.

Co-Lead Counsel, who has been prosecuting this Action on a wholly-contingent basis since its inception, has not received any payment of attorneys' fees for their representation of the Class and has advanced the funds to pay expenses necessarily incurred to prosecute the Action. Co-Lead Counsel will apply to the Court for an award of attorneys' fees for all plaintiffs' counsel in the amount of 30% of the Gross Settlement Fund. In addition, Co-Lead Counsel will apply for reimbursement of reasonable litigation expenses (exclusive of administration costs) paid or incurred in connection with the prosecution and resolution of the claims against the Defendants, in an amount not to exceed \$90,000. Any fees and expenses awarded by the Court will be paid from the Gross Settlement Fund. Class Members are not personally liable for any such fees or expenses. If the Settlement is approved, and Co-Lead Counsel's fee and expense application is granted in its entirety, the average cost per ADS of these fees and expenses combined will be approximately \$0.15 per ADS.

Lead Plaintiffs and the Class are represented by Co-Lead Counsel Bernstein Liebhard LLP and Zamansky LLC. Any questions regarding the Action or the Settlement should be directed to Michael S. Bigin at Bernstein Liebhard LLP, 10 East 40th Street, New York, NY 10016, (212) 779-1414, JKS@bernlieb.com or Jacob H. Zamansky or Samuel E. Bonderhoff at Zamansky LLC, 50 Broadway, 32nd Floor, New York, NY 10004, (212) 742-1414.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:	
Submit A Claim Form Postmarked By _____.	This is the only way to be eligible to get a payment in connection with the Settlement.
Exclude Yourself From The Settlement Class By Submitting A Written Request Received No Later Than _____.	If you exclude yourself from the Class, you will not be eligible to get any payment from the Net Settlement Fund. This is the only option that allows you to be part of any other lawsuit against any of the Defendants or the other Released Parties concerning the Released Claims (defined below).
Object To The Settlement By Submitting A Written Objection So It Is Received No Later Than _____.	If you do not like the proposed Settlement, the proposed Plan of Allocation, or the Fee and Expense Application, you may write to the Court and explain why you do not like them. You cannot object to the Settlement, the Plan of Allocation, or the Fee and Expense Application unless you are a Class Member and do not exclude yourself.
Go To The Settlement Hearing On ____ And File A Notice Of Intention To Appear No Later Than _____.	Filing a written objection and notice of intention to appear allows you to speak in Court about the fairness of the Settlement, the Plan of Allocation, and/or the Fee and Expense Application. If you submit a written objection, you may (but do not have to) attend the hearing and speak to the Court about your objection.
Do Nothing	If you are a member of the Class and you do not submit a Claim Form by _____, you will not be eligible to receive any payment from the Net

	Settlement Fund. You will, however, remain a member of the Class, which means that you give up your right to sue about the claims that are resolved by the Settlement and you will be bound by any Judgments or Orders entered by the Court pertaining to the class actions in the Action.
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II. TERMS OF THE SETTLEMENT

The Stipulation setting forth the terms of the Settlement provides for the following:

A. Why Did I Get This Notice?

This Notice is being sent to you pursuant to an order of the Court because you, someone in your family, or an investment account for which you serve as a custodian may have purchased JKS ADS during the Class Period. The Court has directed us to send you this Notice because, as a potential Class Member, you have a right to know about your options before the Court rules on the proposed Settlement. Additionally, you have the right to understand how a class action lawsuit may generally affect your legal rights. If the Court approves the Settlement and the Plan of Allocation (or some other plan of allocation), the Claims Administrator selected by Lead Plaintiffs and approved by the Court will make payments pursuant to the Settlement and the Court-approved Plan of Allocation after any objections and appeals are resolved. This Notice is also being sent to inform you of a hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Allocation, and the Fee and Expense Application.

In a class action lawsuit, a court selects one or more people, known as class representatives, to sue on behalf of all people with similar claims, commonly known as the class or the class members. A class action is a type of lawsuit in which the claims of a number of individuals are resolved together, thus providing the class members with both consistency and efficiency. Once a class is certified, the presiding court must resolve all issues on behalf of the class members, except for any persons or entities who choose to exclude themselves from the class. In the Action, the Court appointed Abdullah al-Mahmud, Azriel Shusterman, and Vaughn Leroy Meyer to serve as “Lead Plaintiffs”⁵ under a federal law governing securities lawsuits, and approved Lead Plaintiffs’ selection of the law firm Bernstein Liebhard LLP and Zamansky LLC to serve as “Co-Lead Counsel.” The Court has preliminarily certified the Action to proceed as a class action for settlement purposes only and preliminarily certified the Lead Plaintiffs as representatives for the Class.

This Notice does not express any opinion by the Court concerning the merits of any claim in the Action, and the Court still has to decide whether to approve the Settlement. If the Court approves the Settlement and the Plan of Allocation, payments to Authorized Claimants will be made after any appeals are resolved, and after the completion of all claims processing.

⁵ Plaintiff Richard Matkevich was also appointed as a Lead Plaintiff, but he predeceased the Settlement.

B. What Does The Settlement Provide?

\$5,050,000 in cash for the benefit of the Class (the “Gross Settlement Fund”).

C. Am I Included In The Settlement?

You are included in the Settlement if you purchased JKS ADS during the Class Period and were purportedly damaged thereby.

Excluded from the Class are the following: JKS, and its officers, directors, employees, affiliates, legal representatives, predecessors, successors and assigns, and any entity in which any of them have a controlling interest or are a parent, and Defendants and their immediate family members, employees, legal representatives, affiliates, heirs, predecessors, successors, and assigns and any entity in which any of them has a controlling interest. Also excluded from the Class are any putative Class Members who exclude themselves by timely filing a request for exclusion in accordance with the requirements set forth in the Notice.

PLEASE NOTE: RECEIPT OF THIS NOTICE DOES NOT MEAN THAT YOU ARE A CLASS MEMBER OR THAT YOU WILL BE ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT. IF YOU ARE A CLASS MEMBER AND YOU WISH TO BE ELIGIBLE TO PARTICIPATE IN THE DISTRIBUTION OF PROCEEDS FROM THE SETTLEMENT, YOU ARE REQUIRED TO SUBMIT THE CLAIM FORM THAT IS BEING DISTRIBUTED WITH THIS NOTICE AND THE REQUIRED SUPPORTING DOCUMENTATION AS SET FORTH THEREIN POSTMARKED NO LATER THAN _____.

D. What Might Happen If There Is No Settlement?

If there is no Settlement, and Lead Plaintiffs fail to establish any essential legal or factual element of its claims against the Defendants, neither it nor any Class Member would recover anything from the Defendants. If the Defendants succeed in proving any of their defenses, the Class could recover substantially less than the amounts provided in the Settlement, or nothing at all. Additionally, there are limits on the insurance coverage available for the Defendants, and such coverage is a wasting asset. The ongoing prosecution of the Action against the Defendants depletes the amount of available funds to settle claims such as this one. Thus, even if Lead Plaintiffs would prevail at trial and on any appeal that would have followed, by the time Lead Plaintiffs could seek to enforce the judgment, the insurance coverage could be materially depleted.

E. What Is The Legal Effect Of The Settlement On My Rights?

If you are a member of the Class, the Settlement will affect you. If the Court grants final approval of the Settlement, the Action will be dismissed with prejudice and all Class Members will fully release and discharge the Defendants from all claims for relief arising out of or based on Lead Plaintiffs’ allegations. When a Person “releases” claims, that means that Person cannot sue the Defendants for any of the claims covered by the release. If you are a Class Member and you submit a valid and timely Claim Form, you will receive a payment based upon the distribution formula described below.

F. What Will I Receive From The Settlement?

At this time, it is not possible to make any determination as to how much a Class Member may receive from the Settlement.

Pursuant to the Settlement, the Defendants have agreed to pay \$5,050,000 in cash. If the Settlement is approved by the Court, the Net Settlement Fund (*i.e.*, the Gross Settlement Fund less (a) all federal, state, and local taxes on any income earned by the Gross Settlement Fund and the reasonable costs incurred in connection with determining the amount of and paying taxes owed by the Gross Settlement Fund (including reasonable expenses of tax attorneys and accountants); (b) the costs and expenses incurred in connection with providing Notice to Class Members and administering the Settlement on behalf of Class Members; (c) any attorneys' fees, expenses awarded by the Court; and (d) the escrow costs of maintaining the Gross Settlement Fund; will be distributed to Class Members as set forth in the proposed Plan of Allocation, or such other plan as the Court may approve.

After approval of the Settlement by the Court, and upon satisfaction of the other conditions to the Settlement, the Net Settlement Fund will be distributed to Authorized Claimants in accordance with the Plan of Allocation approved by the Court. The Net Settlement Fund will not be distributed until the Court has approved a plan of allocation, and the time for any petition for rehearing, appeal, or review, whether by certiorari or otherwise, has expired.

Neither the Defendants nor any other person that paid any portion of the Gross Settlement Amount is entitled to get back any portion of the Net Settlement Fund once the Court's Order and Final Judgment approving the Settlement becomes final. The Defendants will not have any liability, obligation, or responsibility for the administration of the Settlement or disbursement of the Net Settlement Fund or the Plan of Allocation.

Approval of the Settlement is independent from approval of the Plan of Allocation. Any determination with respect to the Plan of Allocation will not affect the Settlement, if approved.

Each Person wishing to participate in the distribution must timely submit a valid Claim Form establishing membership in the Class, and including all required documentation, postmarked on or before _____, to the address set forth in the Claim Form that accompanies this Notice.

Unless the Court otherwise orders, any Class Member who fails to submit a Claim Form postmarked on or before _____, shall be fully and forever barred from receiving payments pursuant to the Settlement, but will in all other respects remain a Class Member and be subject to the provisions of the Stipulation and Settlement that is approved, including the terms of any judgment entered and releases given.

The Court has reserved jurisdiction to allow, disallow, or adjust the Claim of any Class Member on equitable grounds.

Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her, or its Claim Form. Upon request of the Claims Administrator, each Person

that submits a Claim Form shall subject his, her, or its Claim to investigation as to his, her, or its status as a Claimant and the allowable amount of his, her, or its Claim.

Persons that are excluded from the Class by definition or that exclude themselves from the Class will not be eligible to receive a distribution from the Net Settlement Fund and should not submit a Claim Form.

G. Proposed Plan Of Allocation

As discussed in this Notice, Lead Plaintiffs have recovered \$5,050,000 in cash for the benefit of the Class (the “Settlement Amount”). The “Net Settlement Fund” is the Settlement Amount, after deduction of Court-approved attorneys’ fees and expenses, notice and administration expenses, and taxes and tax expenses. The Net Settlement Fund will be distributed to Class Members who are entitled to share in the distribution, who submit timely and valid Proofs of Claim (“Authorized Claimants”), and whose payment from the Net Settlement Fund would equal or exceed ten dollars (\$10.00).

The purpose of this Plan of Allocation of the Net Settlement Fund (“Plan of Allocation” or “Plan”) is to establish a reasonable and equitable method of distributing the Net Settlement Fund among Authorized Claimants. For purposes of determining the amount an Authorized Claimant may recover under this Plan, Co-Lead Counsel have consulted with their damages consultants and others. This Plan is intended to be generally consistent with an assessment of, among other things, the damages that Lead Plaintiffs and Co-Lead Counsel believe could have been recovered had they prevailed at trial. The Plan is not intended to and does not exactly replicate such assessment of damages, however. Certain Class Members who may not have had recoverable damages at trial may be eligible to receive a distribution under this Plan.

Because the Net Settlement Fund is less than the total losses suffered by Class Members, the formulas described below for calculating Recognized Loss are not intended to estimate the amount that will actually be paid to Authorized Claimants. Rather, these formulas provide the basis on which the Net Settlement Fund will be distributed among Authorized Claimants.

CALCULATION OF RECOGNIZED LOSS

Computation of Inflation Loss

For JKS ADS purchased during the Class Period:

- a. *sold between May 13, 2010 and September 20, 2011*, an Authorized Claimant’s Inflation Loss shall be the number of JKS ADS purchased multiplied by the lesser of (but not less than zero): (i) the amount paid per share for the security minus the amount received per share upon sale of the security; or (ii) the Inflation Loss per Share at purchase as shown in Table A below minus the Inflation Loss per Share at sale as shown in Table A below;
- b. *if held as of the close of trading on September 20, 2011*, an Authorized Claimant’s Inflation Loss shall be the number of JKS ADS purchased multiplied by the lesser

of (but not less than zero): (i) the amount paid per share for the security minus the Holding Value per Share on the date of sale (or December 19, 2011 if still held as of December 19, 2011) as shown in Table B below; or (ii) the Inflation Loss per Share at purchase as shown in Table A below.

Table A –Inflation Loss per Share

Period Start	Period End	Inflation Loss
May 13, 2010	September 16, 2011	\$2.01
September 19, 2011	September 19, 2011	\$0.07
September 20, 2011	September 20, 2011	\$0.01

Table B –Holding Value per Share⁶

Table 2: Holding Value per Share					
Date	Holding Value	Date	Holding Value	Date	Holding Value
9/21/2011	\$5.76	10/21/2011	\$6.77	11/22/2011	\$7.27
9/22/2011	\$5.93	10/24/2011	\$6.85	11/23/2011	\$7.24
9/23/2011	\$5.97	10/25/2011	\$6.90	11/25/2011	\$7.20
9/26/2011	\$5.96	10/26/2011	\$6.95	11/28/2011	\$7.16
9/27/2011	\$5.94	10/27/2011	\$7.03	11/29/2011	\$7.12
9/28/2011	\$5.80	10/28/2011	\$7.13	11/30/2011	\$7.10
9/29/2011	\$5.68	10/31/2011	\$7.20	12/1/2011	\$7.08
9/30/2011	\$5.58	11/1/2011	\$7.25	12/2/2011	\$7.06
10/3/2011	\$5.48	11/2/2011	\$7.30	12/5/2011	\$7.04
10/4/2011	\$5.50	11/3/2011	\$7.34	12/6/2011	\$7.01
10/5/2011	\$5.58	11/4/2011	\$7.38	12/7/2011	\$6.99
10/6/2011	\$5.68	11/7/2011	\$7.42	12/8/2011	\$6.97
10/7/2011	\$5.73	11/8/2011	\$7.45	12/9/2011	\$6.95
10/10/2011	\$5.80	11/9/2011	\$7.47	12/12/2011	\$6.92
10/11/2011	\$5.89	11/10/2011	\$7.48	12/13/2011	\$6.89
10/12/2011	\$6.01	11/11/2011	\$7.49	12/14/2011	\$6.86
10/13/2011	\$6.19	11/14/2011	\$7.47	12/15/2011	\$6.82
10/14/2011	\$6.31	11/15/2011	\$7.45	12/16/2011	\$6.79
10/17/2011	\$6.42	11/16/2011	\$7.42	12/19/2011	\$6.76
10/18/2011	\$6.54	11/17/2011	\$7.39	and after	
10/19/2011	\$6.63	11/18/2011	\$7.36		
10/20/2011	\$6.70	11/21/2011	\$7.32		

The first-in-first-out (“FIFO”) basis will be applied to purchases and sales. Sales will be matched in chronological order, by trade date, first against the ADS purchased in the initial public offering of the ADSs on May 13, 2010, and then against the purchases during the Class Period.

⁶ The Holding Value is based on the average closing price from September 21, 2011 through the listed date, and covers a period of 90 days.

No claim will be recognized for JKS ADS purchased after September 20, 2011.

If the Inflation Loss is greater than zero, then the Claimant has an Inflation Loss for that purchase transaction.

If the Inflation Loss is less than zero, then the Claimant has no Inflation Loss for that purchase transaction.

Total Inflation Loss for a Claimant is the sum of all Inflation Losses for all purchase transactions in JKS ADS.

If a Claimant has a Total Inflation Loss for a Claimant's purchases of JKS ADS, the Claims Administrator will then compute the Net Trading Loss (Gain), as indicated below.

Computation of Net Trading Loss (Gain)

For each purchase transaction of JKS ADS during the Class Period, the Trading Loss (Gain), using FIFO matching of purchases to sales, will be computed as follows:

- a. *if sold on or before September 20, 2011*, the Trading Loss (Gain) equals the number of JKS ADS multiplied by the purchase price minus the sale price;
- b. *if held as of the close of trading on September 20, 2011*, the Trading Loss (Gain) equals the number of JKS ADS multiplied by purchase price minus the closing price per ADS of \$5.76.

If the Trading Loss is greater than zero, then the Claimant has a Trading Loss for that purchase transaction.

If the Trading Loss is less than zero, then the Claimant has a Trading Gain (negative Trading Loss) for that purchase transaction.

Net Trading Loss (Gain) for each Claimant will be the sum of all Trading Losses and Trading Gains (negative Trading Losses) for all purchase transactions for that Claimant.

If a Claimant has a Net Trading Gain (Total Trading Gains exceed or are equal to Total Trading Losses) for all purchase transactions in JKS ADS, the Claimant will not be eligible to receive a distribution from the Net Settlement Fund.

If there is a Total Inflation Loss and a Net Trading Loss for all of the Claimant's purchase transactions in JKS ADS, the Claims Administrator will then compute the Recognized Loss (and Recognized Claim), as indicated below.

Recognized Loss and Recognized Claim

For all transactions JKS ADS, if a Claimant has a Total Inflation Loss and a Net Trading Loss, the Recognized Loss for each Claimant will be the lesser of such Claimant's: (i) Total Inflation Loss; or (ii) Net Trading Loss.

The Recognized Claim for an Authorized Claimant will be based on the Claimant's pro-rata share of the Net Settlement Fund. The Claimant's Recognized Claim will be calculated by multiplying the Net Settlement Fund by a fraction, the numerator of which is the Claimant's Recognized Loss and the denominator of which is the aggregate Recognized Losses of all Authorized Claimants. The number of claimants who send in claims varies widely from case to

case.

INSTRUCTIONS APPLICABLE TO ALL CLAIMANTS

Short sales and purchases to cover short sales (whether they occurred during or after the Class Period) are not included when calculating Inflation Loss or Trading Loss (Gain).

A purchase or sale of JKS ADS shall be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date.

Acquisition by Gift, Inheritance, or Operation of Law: If a Class Member acquired JKS ADS during the Class Period by way of gift, inheritance or operation of law, such a claim will be computed by using the date and price of the original purchase and not the date and price of transfer. To the extent that JKS ADS were originally purchased prior to commencement of the Class Period, the Recognized Loss for that acquisition shall be deemed to be Zero (\$0.00).

Notwithstanding any of the above, receipt of JKS ADS during the Class Period in exchange for securities of any other corporation or entity shall not be deemed a purchase or sale of JKS ADS.

No Authorized Claimant whose proportionate share of cash distributions from the Net Settlement Fund is less than \$10.00 shall receive a distribution from the Net Settlement Fund.

Class Members who do not submit a timely and valid request for exclusion and do not submit an acceptable Proof of Claim by the deadline for submitting claims, will not share in the recovery, but nevertheless will be bound by the Settlement and the Judgment of the Court dismissing this Action.

Distributions will be made to Authorized Claimants after all Claims have been processed and after the Court has finally approved the Settlement. If there is any balance remaining in the Net Settlement Fund six months from the date of distribution of the Net Settlement Fund by reason of un-cashed distributions or otherwise, then, after the Claims Administrator has made reasonable efforts to have Authorized Claimants cash their distributions, and it is economically feasible, any balance remaining in the Net Settlement Fund shall be redistributed to Authorized Claimants who have cashed their initial distributions and who would receive at least \$10.00 from such redistribution after the payment of any taxes and unpaid costs or fees incurred in administering the Net Settlement Fund for such redistribution. If a redistribution is not economically feasible and funds still remain in the Net Settlement Fund or if after six months following the redistribution funds still remain in the Net Settlement Fund, the outstanding balance shall be donated to a non-sectarian, not-for-profit 501(c)(3) organization serving the public interest, designated by Lead Plaintiffs.

Payment pursuant to the Plan of Allocation, or such other plan as may be approved by the Court, shall be conclusive against all Authorized Claimants. No Person shall have any claim against Lead Plaintiffs, Co-Lead Counsel, or the Claims Administrator or other agent designated by Co-Lead Counsel arising from distributions made substantially in accordance with the Stipulation, the Plan of Allocation approved by the Court, or further orders of the Court. No Person shall have any claim against Defendants, and their respective counsel or any of the other Released Parties arising from any distributions made by the Claims Administrator.

Lead Plaintiffs, Defendants, and their respective counsel, and all other Released Parties

shall have no responsibility or liability whatsoever for the investment or distribution of the settlement funds, the Net Settlement Fund, the Plan of Allocation, or the determination, administration, calculation, or payment of any Claim Form or nonperformance of the Claims Administrator, the payment or withholding of taxes owed by the Settlement Fund, or any losses incurred in connection therewith.

The Plan of Allocation set forth herein is the plan that is being proposed by Lead Plaintiffs and Co-Lead Counsel to the Court for approval. The Court may approve this Plan of Allocation as proposed or it may modify the Plan of Allocation without further notice to the Class. Any orders regarding a modification of the Plan of Allocation will be posted on the settlement website, www.jinkosolarsecuritiessettlement.com.

H. Can I Decide To Opt Out Of This Settlement?

Yes. If you do not wish to be included in the Class and you do not wish to participate in the Settlement, you may request to be excluded. To do so, you must submit a written request for exclusion that must be signed by you or your authorized representative and received on or before _____. You must set forth: (a) the name, address, and telephone number of the person or entity requesting exclusion; (b) the person or entity's purchases and sales of JKS ADS during the period of May 13, 2010 through December 19, 2011 supported by brokerage documentation showing the dates, the number JKS ADS purchased/sold, and prices paid/received for each transaction excluding commissions, fees, and taxes; and (c) a statement that the person or entity wishes to be excluded from the Class.

The exclusion request should be addressed as follows:

JinkoSolar Securities Settlement Exclusion
c/o Garden City Group, LLC
PO Box 10242
Dublin OH 43017-5742

NO REQUEST FOR EXCLUSION WILL BE CONSIDERED VALID UNLESS ALL OF THE INFORMATION DESCRIBED ABOVE IS INCLUDED IN ANY SUCH REQUEST.

If you timely and validly request exclusion from the Class, (a) you will be excluded from the Class, (b) you will not share in the proceeds of the Settlement described herein, (c) you will not be bound by any judgment entered in the case, and (d) you will not be precluded, by reason of your decision to request exclusion from the Class, from otherwise prosecuting an individual claim, if timely, against the Defendants based on the matters complained of in the litigation. The Defendants may withdraw from and terminate the Settlement if Class Members who purchased in excess of a certain amount of JKS ADS exclude themselves from the Class.

I. What If A Settlement Class Member Is Deceased?

The authorized legal representative(s) of a Class Member may receive a recovery on behalf of the Class Member.

J. What If I Bought JKS ADS On Someone Else's Behalf?

If you purchased JKS ADS during the Class Period for the beneficial interest of a Class Member, you must either (a) send copies of the Notice and Claim Form to the beneficial owners of the ADS within five business days from the receipt of the Notice, and provide written confirmation to the Claims Administrator of such transmittal, or (b) provide the Claims Administrator with the names and addresses of such beneficial owners within five business days from the receipt of the Notice, in which event the Claims Administrator will promptly mail the Notice and Claim Form to such beneficial owners. The Claims Administrator will provide nominees with additional copies of the Notice and Claim Form upon request. Nominees may seek reimbursement of their reasonable administrative expenses actually incurred in searching their records to find the names and addresses of beneficial owners and for mailing the Notice and Claim Forms by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought.

Copies of this Notice and the Claim Form can be obtained from the website maintained by the Claims Administrator, www.jinkosolarsecuritiessettlement.com, by calling the Claims Administrator toll-free at 1-877-940-7794.

K. How And What Do I Do To Make Sure The Claims Administrator Has My Correct Address?

If your address changes from the address to which this Notice was directed, you must notify the Claims Administrator of your new address as soon as possible. Failure to keep the Claims Administrator informed of your address may result in the loss of any monetary award you might be eligible to receive. Please send your new contact information to the Claims Administrator at the address listed below and include your old address, new address, new telephone number, date of birth, and Social Security number. These last two items are required so that the Claims Administrator can verify that the address change is from an actual Class Member.

JinkoSolar Securities Settlement
c/o Garden City Group, LLC
PO Box 10242
Dublin OH 43017-5742
Toll Free number: 1-877-940-7794
Email: info@jinkosolarsecuritiessettlement.com

L. What Are The Lead Plaintiffs Being Paid?

Lead Plaintiffs will receive only their proportionate share of the recovery, the same as all other Class Members.

M. What Are The Co-Lead Counsel's Fees And Costs?

At the Settlement Hearing, Co-Lead Counsel will request that the Court award attorneys' fees of 30% of the Gross Settlement Fund, plus expenses (exclusive of administration costs) not to exceed \$90,000 which were incurred in connection with the litigation of the Action, plus

interest thereon. Whatever amount is approved by the Court as legal fees and expenses will be paid from the Gross Settlement Fund.

To date, Co-Lead Counsel has not received any payment for their services in conducting this Action, nor has Co-Lead Counsel been reimbursed for their substantial expenses. The fees requested by Co-Lead Counsel will compensate Co-Lead Counsel for their efforts in achieving the Gross Settlement Fund for the benefit of the Class, and for their risk in undertaking this representation on a wholly-contingent basis. If the fees and expenses requested are approved by the Court, the estimated average cost per ADS for the Class will be \$0.15 per ADS.

III. LEAD PLAINTIFFS AND CO-LEAD COUNSEL SUPPORT THE SETTLEMENT

Lead Plaintiffs and Co-Lead Counsel believe that the claims asserted against the Defendants have merit. Lead Plaintiffs and Co-Lead Counsel recognize, however, the expense and length of continued proceedings necessary to pursue their claims against these Defendants through trial and appeals, as well as the difficulties in establishing liability and damages at trial. Lead Plaintiffs and Co-Lead Counsel have also taken into account the possibility that the claims asserted in the Action might have been dismissed in response to various motions the Defendants were expected to make, including motions to dismiss, defenses to class certification, and a motion for summary judgment, and have considered issues that would have been decided by a jury in the event of a trial of the Action, including whether certain of the Defendants acted with an intent to mislead investors, whether all of the Class Members' losses were caused by the alleged misrepresentations or omissions and the amount of damages. Lead Plaintiffs and Co-Lead Counsel have considered the uncertain outcome and trial risk in complex lawsuits like this one, and that, even if they were successful, after the resolution of the appeals that were certain to be taken (which could take years to resolve) substantial funds available for payment of claims would be expended. Moreover, the limits on available insurance coverage, and the fact that the insurance coverage provided to the Defendants by the directors' and officers' policies is a wasting asset, which would have continued to be depleted by the costs of this and other ongoing litigation, were significant factors that Lead Plaintiffs considered in connection with entering into the Settlement.

In light of the value of the Settlement and the immediacy of a cash recovery to the Class, Lead Plaintiffs and Co-Lead Counsel believe that the proposed Settlement is fair, reasonable, and adequate. Indeed, Lead Plaintiffs and Co-Lead Counsel believe that the Settlement achieved is an excellent result and in the best interests of the Class. The Settlement, which provides an immediate \$5,050,000 in cash (less the various deductions described in this Notice), individually and collectively provide substantial benefits now as compared to the risk that a similar, smaller, or no recoveries would be achieved after a trial and appeals, possibly years in the future.

IV. WHAT OPPORTUNITY WILL I HAVE TO GIVE MY OPINION ABOUT THE SETTLEMENT?

A. How Can I Object To The Settlement, Plan of Allocation and Fee and Expense Application?

If you wish to object to the Settlement, Plan of Allocation, and/or the Fee and Expense Application you may submit a written statement of the objection. Your written objection should include all reasons for the objection. The objection must also include your name, address, telephone number, and the number of JKS ADS you purchased during the Class Period, including proof of your purchase of such ADS.

To be considered, your written objection and copies of any papers and briefs must be received by Bernstein Liebhard LLP, Michael S. Bigin, 10 East 40th Street, New York, NY 10016 and Shearman & Sterling LLP, Brian H. Polovoy, 599 Lexington Avenue, New York, NY 10022, and filed with the Clerk of the United States District Court for the Southern District of New York no later than ____.

You may file a written objection without having to appear at the Settlement Hearing. You may not, however, appear at the Settlement Hearing to present your objection unless you first filed and served a written objection in accordance with the procedures described above, unless the Court orders otherwise.

If you file an objection to the Settlement, Plan of Allocation, and/or the Fee and Expense Application you also have a right to appear at the Settlement Hearing either in person or through counsel hired by you at your own expense. If you wish to be heard orally at the hearing in opposition to the approval of the Settlement, the Plan of Allocation, or the Fee and Expense Application, and if you file and serve a timely written objection as described above, you must also file a notice of appearance with your objection. Persons who intend to object and desire to present evidence at the Settlement Hearing must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the hearing.

Unless the Court orders otherwise, any Class Member who does not object in the manner described above will be deemed to have waived any objection and shall be forever foreclosed from making any objection to the proposed Settlement, the proposed Plan of Allocation and the Lead Plaintiffs' and Co-Lead Counsel's Fee and Expense Application.

B. What Rights Am I Giving Up By Remaining In The Class?

If you remain in the Class, you will be bound by any orders issued by the Court. For example, if the Court approves the Settlement, the Court will enter the Order and Final Judgment. The Order and Final Judgment will dismiss with prejudice the claims against the Defendants and will provide that, upon the Effective Date of this Settlement, Lead Plaintiffs and all the other Class Members on behalf of themselves, their personal representatives, heirs, executors, administrators, trustees, predecessors, successors and assigns, with respect to each and every Released Claim, release and forever discharge, and are forever enjoined from prosecuting, any Released Claims against any of the Released Parties, and shall not institute, continue,

maintain or assert, either directly or indirectly, whether in the United States or elsewhere, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim or demand against any Released Party or any other person who may claim any form of contribution or indemnity from any Released Party in respect of any Released Claim or any matter related thereto, at any time on or after the Effective Date.

“Released Claims” means any and all claims, debts, demands, rights or causes of action, suits, matters, and issues or liabilities whatsoever (including, but not limited to, any claims for damages, interest, attorneys’ fees, expert or consulting fees, and any other costs, expenses or liability whatsoever), whether based on federal, state, local, statutory or common law or any other law, rule or regulation, whether fixed or contingent, accrued or un-accrued, liquidated or un-liquidated, at law or in equity, matured or un-matured, whether class or individual in nature, including both known claims and Unknown Claims (as defined herein), (i) that have been asserted in this Action against any of the Released Parties, or (ii) that could have been asserted in any forum by Class Members or any of them or the successors and assigns of any of them against any of the Released Parties which arise out of, are based upon, or relate to the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, or referred to in the Complaint and which relate to the purchase, acquisition, holding, or sale of JKS ADS during the Class Period.

“Released Parties” means any and all Defendants, Xiande Li, Kangping Chen, Xianhua Li, Wing Keong Slew, Haitao Jin, Zibin Li, Longgen Zhang, their past or present subsidiaries, parents, principals, affiliates, general or limited partners or partnerships, successors and predecessors, members, officers, directors, agents, employees, representatives, attorneys, advisors, investment advisors, underwriters, investment bankers, auditors, accountants, insurers, and any person, firm, trust, corporation, officer, director or other individual or entity in which any Defendant has a controlling interest or which is related to or affiliated with any Defendants, and the legal representatives, heirs, executors, administrators, successors in interest or assigns of Defendants.

“Unknown Claims” means any and all Released Claims which any of the Lead Plaintiffs or any Class Member does not know or suspect to exist in his, her or its favor as of the Effective Date, and any Released Defendants’ Claims which any Defendant does not know or suspect to exist in his, her or its favor as of the Effective Date, which if known by him, her or it might have affected his, her or its decision(s) with respect to the Settlement. With respect to any and all Released Claims and Released Defendants’ Claims, the parties stipulate and agree that upon the Effective Date, Lead Plaintiffs and Defendants shall expressly waive, and each Class Member shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY

AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Lead Plaintiffs and Defendants acknowledge, and all other Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims and Released Defendants’ Claims was separately bargained for and was a key element of the Settlement.

The Order and Final Judgment will also provide that, upon the Effective Date of this Settlement, Defendants, on behalf of themselves, their heirs, executors, administrators, predecessors, successors and assigns, release and forever discharge each and every of the Released Defendants’ Claims, and are forever enjoined from prosecuting the Released Defendants’ Claims against Lead Plaintiffs, all other Class Members, and their respective counsel.

“Released Defendants’ Claims” means any and all claims, rights or causes of action or liabilities whatsoever, whether based on federal, state, local, statutory or common law or any other law, rule or regulation, including both known claims and Unknown Claims, that have been or could have been asserted in the Action or any forum by Defendants or any of them or the successors and assigns of any of them against Lead Plaintiffs, other Class Members or their attorneys, which arise out of or relate in any way to the institution, prosecution, or settlement of the Action (except Released Defendants’ Claims does not include all claims, rights or causes of actions or liabilities whatsoever related to the enforcement of the Settlement, including, without limitation, any of the terms of this Stipulation or orders or judgments issued by a court in connection with the Settlement).

V. SETTLEMENT HEARING

The Court will hold a Settlement Hearing at _____.m. on _____, 2015 in Courtroom 706 of the United States District Court for the Southern District of New York, Thurgood Marshall United States Courthouse, 40 Foley Square, New York, NY 10007, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the proposed Plan of Allocation and the Fee and Expense Award. The Court may adjourn or continue the Settlement Hearing without further notice to the Class. If you intend to attend the Settlement Hearing, you should confirm the date and time with Co-Lead Counsel.

Class Members do not need to attend the Settlement Hearing. The Court will consider any submission made in accordance with the provisions in this Notice even if the Class Member does not attend the hearing. You can participate in the Settlement without attending the Settlement Hearing. You are not obligated to attend the Settlement Hearing.

VI. GETTING MORE INFORMATION

This Notice is a summary and does not describe all of the details of the Stipulation. For precise terms and conditions of the Settlement, you may review the Stipulation filed with the Court, as well as the other pleadings and records of this litigation, which may be inspected during business hours, at the office of the Clerk of the Court, United States District Court,

Southern District of New York, Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, NY 10007, at www.jinkosolarsecuritiessettlement.com. Class Members without access to the Internet may be able to review this document on-line at locations such as a public library.

If you have any questions about the settlement of the Action, you may contact Co-Lead Counsel:

Michael S. Bigin
BERNSTEIN LIEBHARD LLP
10 East 40th Street
New York, New York 10016
(212) 779-1414
JKS@bernlieb.com

Jacob H. Zamansky
Samuel E. Bonderoff
ZAMANSKY LLC
50 Broadway, 32nd Floor
New York, New York 10004
Telephone: (212) 742-1414
Facsimile: (212) 742-1177

You may also call 1-877-940-7794 or write to the Claims Administrator at JinkoSolar Securities Settlement c/o Garden City Group, LLC, PO Box 10242, Dublin OH 43017-5742, stating that you are requesting assistance regarding the JinkoSolar Securities Litigation.

DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE.

DATED: _____, 2015

BY ORDER OF THE COURT,
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

EXHIBIT A-2

EXHIBIT A-2

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

MARCO PETERS, Individually and on Behalf
of All Others Similarly Situated,

Plaintiff,

vs.

JINKOSOLAR HOLDING CO., LTD., XIANDE
LI, KANGPING CHEN, XIANHUA LI, WING
KEONG SLEW, HAITAO JIN, ZIBIN LI, STEVEN
MARKSCHEID, LONGGEN ZHANG, CREDIT
SUISSE SECURITIES (USA) LLC,
OPPENHEIMER & CO. INC., ROTH CAPITAL
PARTNERS, LLC, WILLIAM BLAIR & CO., and
COLLINS STEWART LLC,

Defendants.

No. 11 Civ. 7133 (JPO)

SUMMARY NOTICE

**TO: ALL PERSONS AND ENTITIES WHO PURCHASED OR OTHERWISE
ACQUIRED JINKOSOLAR HOLDING CO., LTD. NEW YORK STOCK
EXCHANGE-TRADED ADSs (NYSE:JKS) BETWEEN MAY 13, 2010 AND
SEPTEMBER 20, 2011 (THE “CLASS PERIOD”), EITHER IN OR TRACEABLE
TO THE MAY 13, 2010 INITIAL PUBLIC OFFERING OR THE NOVEMBER 4,
2010 SECONDARY OFFERING, OR ON THE OPEN MARKET DURING THE
CLASS PERIOD, AND WERE DAMAGED THEREBY. (THE “CLASS” OR
“CLASS MEMBERS”).**

YOU ARE HEREBY NOTIFIED, pursuant to an Order of the United States District Court for the Southern District of New York (the “Court”), that a hearing will be held at ____m. on ____ 2015 before the Honorable J. Paul Oetken, United States District Judge, in Courtroom ____, at the Thurgood Marshall United States Courthouse, 40 Foley Square, New York, New York, for the purpose of determining (1) whether the proposed settlement of the Action for the principal amount of \$5,050,000 in cash should be approved by the Court as fair, reasonable, and adequate to Class Members; (2) whether the proposed Order and Final Judgment should be entered by the Court dismissing the Action with prejudice; (3) whether the proposed plan to distribute the settlement proceeds (“Plan of Allocation”) is fair, reasonable, and adequate and, therefore, should be approved; and (4) whether the application of Lead Plaintiffs for attorneys’ fees and costs incurred in connection with this Action and reimbursement of Plaintiffs’

reasonable costs and expenses directly related to representation of the Class (“Fee and Expense Application”) should be approved. In connection with the Fee and Expense Application, Co-Lead Counsel will request attorneys’ fees of 30% of the Gross Settlement Fund, plus expenses (exclusive of administration costs) not to exceed \$90,000.

If you purchased JKS ADS between May 13, 2010 and September 20, 2011, your rights may be affected by the settlement of the Action. If you have not received a detailed Notice of Pendency of Class Action and Proposed Settlement, Settlement Fairness Hearing, and Motion For an Award of Attorneys’ Fees and Reimbursement of Litigation Expenses (the “Notice”) and a copy of the Proof of Claim Form, you may obtain copies by writing to Claims Administrator at JinkoSolar Securities Settlement c/o Garden City Group, LLC, PO Box 10242, Dublin OH 43017-5742, or by calling 1-877-940-7794, or on the Internet at www.jinkosolarsecuritysettlement.com. If you are a Class Member, in order to share in the distribution of the Net Settlement Fund, you must submit a Claim Form, postmarked on or before _____ establishing that you are entitled to recovery.

If you desire to be excluded from the Class, you must submit a request for exclusion by no later than _____, in the manner and form explained in the detailed Notice referred to above. All Class Members who have not timely and validly requested exclusion from the Class will be bound by any judgment entered in the Action pursuant to the Stipulation of Settlement dated September 15, 2015.

Any objection to the Settlement must be filed with the Court and received by Counsel no later than _____.

PLEASE DO NOT CONTACT THE COURT OR THE CLERK’S OFFICE REGARDING THIS NOTICE. If you have any questions about the Settlement, you may contact Co-Lead Counsel:

Michael S. Bigin
BERNSTEIN LIEBHARD LLP
10 East 40th Street
New York, New York 10016
(212) 779-1414
JKS@bernlieb.com

Jacob H. Zamansky
Samuel E. Bonderoff
ZAMANSKY LLC
50 Broadway, 32nd Floor
New York, New York 10004
Telephone: (212) 742-1414
Facsimile: (212) 742-1177

DATED: _____, 2015

BY ORDER OF THE COURT, UNITED
STATES DISTRICT COURT SOUTHERN
DISTRICT OF NEW YORK

EXHIBIT A-3

EXHIBIT A-3

**Must Be
Postmarked
No Later Than
_____, 2015**

JKS

JinkoSolar Securities Settlement
c/o Garden City Group, LLC
PO Box 10242
Dublin OH 43017-5742
1-877-940-7794
www.jinkosolarsecuritiessettlement.com

Claim Number:

Control Number:

PROOF OF CLAIM AND RELEASE

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PART II - SCHEDULES OF TRANSACTIONS IN JKS ADS.....	3
PART III - RELEASE AND CERTIFICATION	4-5
REMINDER CHECKLIST.....	6

GENERAL INSTRUCTIONS

To recover as a member of the Class based on your claims in the action entitled *Marco Peters v. JinkoSolar Holding Co., Ltd., Xiande Li, Kangping Chen, Xianhua Li, Wing Keong Siew, Haitao Jin, Zibin Li, Steven Markscheid, Longgen Zhang, Credit Suisse Securities (USA) LLC, Oppenheimer & Co., Inc., Roth Capital Partners, LLC, William Blair & Co., and Collins Stewart LLC*, No. 11 Civ. 7133 (JPO) (the "Action"), you must complete and, on page 5 hereof, sign this Proof of Claim and Release (the "Claim Form"). If you fail to file a properly addressed Claim Form, your Claim may be rejected and you may be precluded from any recovery from the Net Settlement Fund created in connection with the proposed Settlement of the Action.

Important - This form should be completed IN CAPITAL LETTERS using BLACK or DARK BLUE ballpoint/fountain pen. Characters and marks used should be similar in the style to the following:

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z 1 2 3 4 5 6 7 0

PART I - CLAIMANT INFORMATION

[illegible]

Claimant Name(s) listed above):

Daytime Telephone Number.

[illegible]

To view GCG's Privacy Notice, please visit <http://www.gardencitygroup.com/privacy>

Number (EIN) for business entities, trusts, estates, etc., and telephone number of the beneficial owner(s) may be used in verifying this claim.

PART II - SCHEDULE OF TRANSACTIONS IN JKS ADS

Date(s) of Purchase/Acquisition (List Chronologically) (Month/Day/Year)				Number of ADS Purchased/ Acquired	Purchase/Acquisition Price Per ADS	Total Purchase or Acquisition Price (excluding taxes, commissions and fees)
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Date(s) of Sale (List Chronologically) (Month/Day/Year)	Number of ADS Sold	Sale Price Per ADS	Total Sale Price (Excluding taxes, commissions and fees)
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PART III - RELEASE AND CERTIFICATION

1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever settle, release, relinquish and discharge, all of the Released Claims against each and all of the "Released Parties" which means any and all Defendants, Xiande Li, Kangping Chen, Xianhua Li, Wing Keong Slew, Haitao Jin, Zibin Li, Longgen Zhang, their past or present subsidiaries, parents, principals, affiliates, general or limited partners or partnerships, successors and predecessors, members, officers, directors, agents, employees, representatives, attorneys, advisors, investment advisors, underwriters, investment bankers, auditors, accountants, insurers, and any person, firm, trust, corporation, officer, director or other individual or entity in which any Defendant has a controlling interest or which is related to or affiliated with any Defendants, and the legal representatives, heirs, executors, administrators, successors in interest or assigns of Defendants.

2. "Released Claims" means any and all claims, debts, demands, rights or causes of action, suits, matters, and issues or liabilities whatsoever (including, but not limited to, any claims for damages, interest, attorneys' fees, expert or consulting fees, and any other costs, expenses or liability whatsoever), whether based on federal, state, local, statutory or common law or any other law, rule or regulation, whether fixed or contingent, accrued or un-accrued, liquidated or un-liquidated, at law or in equity, matured or un-matured, whether class or individual in nature, including both known claims and Unknown Claims (as defined herein), (i) that have been asserted in this Action against any of the Released Parties, or (ii) that could have been asserted in any forum by Class Members or any of them or the successors and assigns of any of them against any of the Released Parties which arise out of, are based upon, or relate to the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, or referred to in the Complaint and which relate to the purchase, acquisition, holding, or sale of JKS ADS during the Class Period.

3. "Unknown Claims" means any and all Released Claims which any of the Lead Plaintiffs or any Class Member does not know or suspect to exist in his, her or its favor as of the Effective Date, and any Released Defendants' Claims which any Defendant does not know or suspect to exist in his, her or its favor as of the Effective Date, which if known by him, her or it might have affected his, her or its decision(s) with respect to the Settlement. With respect to any and all Released Claims and Released Defendants' Claims, the parties stipulate and agree that upon the Effective Date, Lead Plaintiffs and Defendants shall expressly waive, and each Class Member shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

4. I (we), or the individual or entity for whom or which I am (we are) acting, hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever release, relinquish and discharge all claims that have been or could have been asserted against Lead Plaintiff and/or Lead Counsel relating to the institution, prosecution of the Action or the Released Claims.

5. I (we), or the individual or entity for whom or which I am (we are) acting, hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, unconditionally, and forever settle, release and expressly waive with prejudice any claims for abuse of process, for malicious prosecution and/or for sanctions under Rule 11 of the Federal Rules of Civil Procedure or otherwise.

6. This release shall be of no force or effect unless and until the Court approves the Stipulation and it becomes effective on the Effective Date.

7. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

8. I (We) hereby warrant and represent that I (we) have included information about all of my (our) transactions in JKS ADS that occurred during the period May 13, 2010 through December 19, 2011, inclusive, as well as the number of JKS ADS held by me at the close of trading on December 19, 2011.

PART III - RELEASE AND CERTIFICATION (Continued)

SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

Signature of Claimant

Date _____

Print your name here

Signature of Joint Claimant, if any

Date _____

Signature of Person Completing Form

Print Name of Person Completing Form

Date _____

Capacity of person signing on behalf of Claimant, if other than

an individual, e.g., executor, president, trustee, custodian, etc.

(Must provide evidence of authority to act on behalf of claimant.)

REMINDER CHECKLIST

1. Please sign the Proof of Claim and Release.
2. Remember to attach supporting documentation, if available.
3. DO NOT SEND ORIGINALS OF ANY SUPPORTING DOCUMENTS.
4. Keep a copy of your completed Proof of Claim and all documentation submitted for your records.
5. The Claims Administrator will acknowledge receipt of your Proof of Claim by mail within 60 days. Your claim is not deemed filed until you receive an acknowledgment postcard. If you do not receive an acknowledgment postcard within 60 days, please call the Claims Administrator toll free at 1-877-940-7794.
6. If you move, you must send the Claims Administrator your new address. Otherwise, any funds allocated to your claim are subject to forfeiture.
7. Do not use highlighter on the Proof of Claim or supporting documentation.
8. If you have any questions or concerns regarding your Proof of Claim, please contact the Claims Administrator at the address listed below or at 1-877-940-7794, or visit www.jinkosolarsecuritiessettlement.com.

THIS PROOF OF CLAIM MUST BE POSTMARKED ON OR BEFORE
_____ AND MUST BE MAILED TO:

JinkoSolar Securities Settlement
c/o Garden City Group, LLC
PO Box 10242
Dublin OH 43017-5742

EXHIBIT B

EXHIBIT B

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

MARCO PETERS, Individually and on Behalf
of All Others Similarly Situated,

Plaintiff,

vs.

JINKOSOLAR HOLDING CO., LTD., XIANDE
LI, KANGPING CHEN, XIANHUA LI, WING
KEONG SLEW, HAITAO JIN, ZIBIN LI, STEVEN
MARKSCHEID, LONGGEN ZHANG, CREDIT
SUISSE SECURITIES (USA) LLC,
OPPENHEIMER & CO. INC., ROTH CAPITAL
PARTNERS, LLC, WILLIAM BLAIR & CO., and
COLLINS STEWART LLC,

Defendants.

No. 11 Civ. 7133 (JPO)

Class Action

ORDER AND FINAL JUDGMENT

WHEREAS, Lead Plaintiffs Abdullah al-Mahmud, Azriel Shusterman, and Vaughn Leroy Meyer (“Lead Plaintiffs”)¹ on behalf of themselves and the Class, and Defendants JinkoSolar Holding Co., Ltd. (“JKS”), Steven Markscheid, Credit Suisse Securities (USA) LLC, Oppenheimer & Co. Inc., Roth Capital Partners, LLC, William Blair & Co., and Collins Stewart LLC (n/k/a Canaccord Genuity Securities LLC) (“Defendants”), by and through their counsel entered into the Stipulation of Settlement dated September 15, 2015, providing for the settlement and release of all Released Claims and Released Defendants’ Claims, which include Unknown

¹ Plaintiff Richard Matkevich was also appointed as a Lead Plaintiff, but he predeceased the Stipulation. A Suggestion of Death was filed pursuant to Rule 25(a)(1) of the Federal Rules of Civil Procedure. Accordingly, the term Lead Plaintiffs will refer to the three remaining individuals appointed by the Court as Lead Plaintiffs.

Claims, on the terms and conditions set forth in the Stipulation, subject to the approval of this Court (the “Settlement”);

WHEREAS, unless otherwise defined in this Order and Final Judgment, the capitalized terms herein shall have the same meaning as they have in the Stipulation and its exhibits;

WHEREAS, in the Order for Preliminary Approval of Settlement, Notice, and Hearing dated _____, 2015, this Court (a) preliminarily approved the Settlement; (b) preliminarily certified the Action as a class action for settlement purposes; (c) ordered that notice of the proposed Settlement be provided to potential Class Members; (d) provided Class Members with the opportunity either to exclude themselves from the Settlement Class or to object to the proposed Settlement; and (e) scheduled a hearing regarding final approval of the Settlement;

WHEREAS, due and adequate notice has been given to the Class;

WHEREAS, the Court conducted a hearing on _____, 20__ (the “Settlement Hearing”) to consider, among other things, (i) whether the terms and conditions of the Settlement are fair, reasonable, and adequate and should therefore be approved; (ii) whether a judgment should be entered dismissing the Action with prejudice; (iii) whether to approve the Plan of Allocation as a fair and reasonable method to allocate the settlement proceeds among Class Members; and (iv) whether and in what amount to award Co-Lead Counsel’s and Lead Plaintiffs’ fees and reimbursement of expenses;

WHEREAS, the Court having reviewed and considered the Stipulation, all papers filed and proceedings held in connection with the Settlement, and the record in the Action, and with good cause appearing therefor;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. This Order and Final Judgment incorporates by reference the definitions of terms defined in the Stipulation, and all terms used herein shall have the same meanings as set forth in the Stipulation and its exhibits.

2. The Court has jurisdiction over the subject matter of the Action and over all parties to the Action, including, but not limited to, the Lead Plaintiffs, all Class Members (including any Class Members who did not file a proper and timely request for exclusion), and the Defendants.

3. Lead Plaintiffs Abdullah al-Mahmud, Azriel Shusterman, and Vaughn Leroy Meyer are hereby appointed, for settlement purposes only, as “Class Representatives” in respect of the Class for purposes of Federal Rule of Civil Procedure 23. Bernstein Liebhard LLP and Zamansky LLC, which were appointed by the Court to serve as Co-Lead Counsel, are hereby appointed, for settlement purposes only, as counsel for the Class pursuant to Rules 23(c)(1)(B) and (g) of the Federal Rules of Civil Procedure.

4. Pursuant to the Order for Preliminary Approval of Settlement, Notice, and Hearing, the Court certified, for settlement purposes only, a Class consisting of:

all persons and entities who purchased or otherwise acquired JinkoSolar Holding Co., Ltd. New York Stock Exchange-traded ADSs (NYSE:JKS) between May 13, 2010 and September 20, 2011 (the “Class Period”), either in or traceable to the May 13, 2010 initial public offering or the November 4, 2010 secondary offering, or on the open market during the Class Period, and were damaged thereby. Excluded from the Class are the following: JKS, and its officers, directors, employees, affiliates, legal representatives, predecessors, successors and assigns, and any entity in which any of them have a controlling interest or are a parent, and Defendants and their immediate family members, employees, legal representatives, affiliates, heirs, predecessors, successors, and assigns and any entity in which any of them has a controlling interest. Also excluded from the Class are any putative Class Members who exclude themselves by timely filing a request for exclusion in accordance with the requirements set forth in the Notice.

5. The Class that this Court preliminarily certified in the Order for Preliminary Approval of Settlement, Notice, and Hearing is hereby finally certified for settlement purposes under Federal Rule of Civil Procedure 23(b)(3).

6. The persons listed on Exhibit A, annexed hereto, have submitted requests for exclusion from the Class that were accepted by the Court. By virtue of such requests, those persons are deemed not to be members of the Class, and have no rights to participate in the Settlement or to receive any distributions from the Net Settlement Fund. Except for those persons listed on Exhibit A, no other persons have submitted requests for exclusion from the Class that were accepted by the Court. The persons listed on Exhibit A are the only persons whose requests for exclusion have been accepted, and, as a consequence, these persons are not bound by the terms of the Stipulation and this Order and Final Judgment.

7. In granting final certification of the Class, the Court finds that the prerequisites for a class action under Federal Rules of Civil Procedure 23(a) and (b)(3) have been satisfied in that: (a) the number of Class Members is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Class; (c) the claims of the proposed settlement class representatives are typical of the claims of the Class; (d) the proposed Class Representatives and Co-Lead Counsel have and will fairly and adequately represent the interests of the Class; (e) the questions of law and fact common to the members of the Class predominate over any questions affecting only individual members of the Class; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

8. The Stipulation and the Settlement are approved as fair, reasonable, and adequate, and in the best interests of the Class, and the Class Members and the parties to the Stipulation are directed to implement the Stipulation in accordance with its terms and provisions.

9. The complaints filed in the Action are hereby dismissed with prejudice and without costs, except as provided in the Stipulation.

10. The Court finds that the complaints filed in the Action were filed on a good faith basis in accordance with the Private Securities Litigation Reform Act of 1995 (“PSLRA”) and Rule 11 of the Federal Rules of Civil Procedure. The Court further finds that during the course of the Action, the parties and their respective counsel at all times complied with the requirements of Rule 11 of the Federal Rules of Civil Procedure.

11. The Notice was disseminated and published in accordance with the Order for Preliminary Approval of Settlement, Notice, and Hearing. The form and method of notifying the Class of the pendency of the Action as a class action and of the terms and conditions of the proposed Settlement satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Securities Exchange Act of 1934 (as amended by the PSLRA), due process, and any other applicable law, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all Class Members entitled thereto.

12. Neither this Order and Final Judgment, the Stipulation, the Supplemental Agreement, nor any negotiations or proceedings connected thereto, nor any of the documents, provisions, or statements referred to therein: (i) is, or shall be deemed to be, or shall be used as an admission of any Released Party, or any other person of the validity of any Released Claims, or any wrongdoing by or liability of any Released Party; (ii) is, or shall be deemed to be, or shall be used as an admission of any fault or omission of any Released Party in any statement, release, or written documents issued, filed, or made; (iii) shall be offered or received in evidence against any Released Party in any civil, criminal, or administrative action or proceeding in any court, administrative agency, or other tribunal other than such proceedings as may be necessary to consummate or enforce the Stipulation, the Settlement set forth

therein, the releases provided pursuant thereto, and/or this Order and Final Judgment, except that the Stipulation may be filed by any Released Party in this Action or in any subsequent action brought against any of the Released Parties in order to support a defense or counterclaim of any Released Party of *res judicata*, collateral estoppel, release, good faith settlement, or any theory of claim or issue preclusion or similar defense or counterclaim, including, without limitation, specific performance of the Settlement embodied in the Stipulation as injunctive relief; (iv) shall be construed against the Released Parties, Lead Plaintiffs, and Class Members as an admission or concession that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial; and (v) shall be construed as or received in evidence as an admission, concession, or presumption against Lead Plaintiffs and Class Members, or any of them, that any of their claims are without merit or that damages recoverable in the Action would not have exceeded the Cash Settlement Amount.

13. The releases set forth in the Stipulation (the “Releases”), together with the definitions contained in the Stipulation relating thereto, are expressly incorporated herein in all respects. The Releases are effective as of the Effective Date. Accordingly, this Court orders that:

- (a) Upon the Effective Date of this Settlement, Lead Plaintiffs and all the other Class Members on behalf of themselves, their personal representatives, heirs, executors, administrators, trustees, predecessors, successors and assigns, with respect to each and every Released Claim, release and forever discharge, and are forever enjoined from prosecuting, any Released Claims against any of the Released Parties, and shall not institute, continue, maintain or assert, either directly or indirectly, whether in the United States or elsewhere, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim or demand against any Released Party or any other person who may claim any form of

contribution or indemnity from any Released Party in respect of any Released Claim or any matter related thereto, at any time on or after the Effective Date.

- (b) Upon the Effective Date of this Settlement, Defendants, on behalf of themselves, their heirs, executors, administrators, predecessors, successors and assigns, release and forever discharge each and every of the Released Defendants' Claims, and are forever enjoined from prosecuting the Released Defendants' Claims against Lead Plaintiffs, all other Class Members, and their respective counsel.

14. The terms of the Stipulation and of this Order and Final Judgment shall be forever binding on Defendants, Lead Plaintiffs, and all other Class Members (regardless of whether or not any individual Settlement Class Member submits a Claim Form or seeks or obtains a distribution from the Net Settlement Fund), as well as their respective heirs, executors, administrators, predecessors, successors, and assigns.

15. The Escrow Agent shall maintain the Settlement Fund in accordance with the requirements set forth in the Stipulation. No Released Party, shall have any liability, obligation, or responsibility whatsoever for the administration of the Settlement or disbursement of the Net Settlement Fund. Co-Lead Counsel, Lead Plaintiffs, the Escrow Agent, and the Claims Administrator shall have no liability to any Class Member with respect to any aspect of the administration of the Settlement Fund, including, but not limited to, the processing of Proof of Claim forms and the distribution of the Net Settlement Fund to Class Members.

16. The Plan of Allocation is approved as fair and reasonable, and Co-Lead Counsel and the Claims Administrator are directed to administer the Stipulation in accordance with its terms and provisions. Any further orders or proceedings solely regarding the Plan of Allocation shall in no way disturb or affect this Order and Final Judgment and shall be separate and apart from it.

17. Pursuant to the PSLRA, 15 U.S.C. § 78u-4(f)(7)(A), and applicable law, upon the Effective Date, any and all claims, actions, allegations, causes of action, demands, or rights, however denominated and whether presently known or unknown, seeking contribution as that term is defined for purposes of the PSLRA or other law, or seeking indemnification for claims arising under the federal securities laws or for state law claims arising out of or related to the Action, by any person or entity against the Defendants, and by any Defendant against any person or entity, other than a person or entity whose liability has been extinguished by the settlement of the Defendant, are hereby barred and discharged against any Released Party.

18. Co-Lead Counsel are hereby awarded _____% of the Gross Settlement Fund in attorneys' fees, which sum the Court finds to be fair and reasonable, and \$_____ in reimbursement of expenses, which shall be paid to Co-Lead Counsel from the Gross Settlement Fund with interest at the same net rate that the Gross Settlement Fund earns. The award of attorneys' fees shall be allocated among additional plaintiffs' counsel in a fashion which, in the opinion of Co-Lead Counsel, fairly compensates any additional plaintiffs' counsel for their respective contributions in the prosecution of the Action.

19. In making this award of attorneys' fees and reimbursement of expenses, the Court has considered and found that:

(a) The Settlement has created a fund of \$5,050,000 in cash that is already on deposit, and numerous Class Members who submit, or have submitted, acceptable Claim Forms will benefit from the Settlement created by Co-Lead Counsel.

(b) Over _____ copies of the Notice was disseminated to Class Members indicating that Co-Lead Counsel were moving for attorneys' fees in the amount of 30% of the Gross Settlement Fund and for reimbursement of expenses in an amount not to exceed \$_____

and _____ objections were filed against the Fee and Expenses Application filed by Co-Lead Counsel contained in the Notice;

(c) Co-Lead Counsel have litigated the Action and achieved the Settlement with skill, perseverance, and diligent advocacy;

(d) The Action involves complex factual and legal issues and, in the absence of a settlement, would involve further lengthy proceedings with uncertain resolution of the complex factual and legal issues;

(e) Had Co-Lead Counsel not achieved the Settlement, there would remain a significant risk that the Class may have recovered less or nothing from the Defendants;

(f) Co-Lead Counsel have devoted over _____ hours, with a lodestar value of \$_____, to achieve the Settlement; and

(g) The amount of attorneys' fees awarded and expenses reimbursed from the Settlement Fund is fair, reasonable and consistent with fee and expense awards in similar cases.

20. The awarded attorneys' fees and expenses, and interest earned thereon, shall be paid to Co-Lead Counsel from the Gross Settlement Fund immediately after the date this Order and Final Judgment is executed subject to the terms, conditions, and obligations of the Stipulation, which terms, conditions, and obligations are incorporated herein.

21. This Court hereby retains exclusive jurisdiction over the Parties and the Class Members for all matters relating to this Action, including the administration, interpretation, effectuation, or enforcement of the Stipulation and this Order and Final Judgment, and including any application for fees and expenses incurred in connection with administering and distributing the settlement proceeds to the members of the Settlement Class.

22. In the event the Effective Date does not occur, then this Order and Final Judgment shall be rendered null and void and shall be vacated and, in such event, the Stipulation, and all orders entered and releases delivered in connection herewith, shall be null and void.

23. Without further approval from the Court, the parties are hereby authorized to agree to and adopt such amendments or modifications of the Stipulation or any exhibits attached thereto to effectuate the Settlement that: (i) are not materially inconsistent with this Order and Final Judgment; and (ii) do not materially limit the rights of Class Members in connection with the Settlement. Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

Dated: New York, New York

HONORABLE J. PAUL OETKEN
UNITED STATES DISTRICT JUDGE