

To be valid, the whole of this document must be returned.
本文件必須整份交還，方為有效。

IMPORTANT
重要提示

Reference is made to the prospectus issued by China Singyes Solar Technologies Holdings Limited (the "Company") dated 24 June 2016 in relation to the Rights Issue (the "Prospectus"). Terms defined in the Prospectus shall have the same meanings when used herein unless the context otherwise requires.

茲提述中國興業太陽能技術控股有限公司(「本公司」)於二零一六年六月二十四日就供股刊發之供股章程(「供股章程」)。除非文義另有所指，否則供股章程所界定之詞彙與本通知書所採用者具有相同涵義。

THIS PROVISIONAL ALLOTMENT LETTER IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS PROVISIONAL ALLOTMENT LETTER AND THE ACCOMPANYING EXCESS APPLICATION FORM EXPIRES AT 4:00 P.M. ON MONDAY, 11 JULY 2016.

本暫定配額通知書乃有價值及可轉讓之表格，並應即時處理，本暫定配額通知書及隨附之額外申請表格所載之供股建議將於二零一六年七月十一日(星期一)下午四時正截止。

IF YOU ARE IN ANY DOUBT ABOUT THIS PROVISIONAL ALLOTMENT LETTER, OR AS TO THE ACTION TO BE TAKEN, OR IF YOU HAVE SOLD ALL OR PART OF YOUR SHARES OF THE COMPANY, YOU SHOULD CONSULT YOUR STOCKBROKER OR OTHER REGISTERED DEALER IN SECURITIES, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISER.

閣下如對本暫定配額通知書或應採取之行動有任何疑問或如閣下已出售閣下名下全部或部分本公司之股份，應諮詢閣下之股票經紀或其他註冊證券交易商、銀行經理、律師、專業會計師或其他專業顧問。

A copy of this Provisional Allotment Letter, together with a copy of the other Issue Documents, have been registered with the Registrar of Companies in Hong Kong pursuant to Section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong). The Registrar of Companies in Hong Kong and the Securities and Futures Commission in Hong Kong take no responsibility as to the contents of any of these documents.

本暫定配額通知書之副本連同其他發行文件之副本，已遵照香港法例第32章公司(清盤及雜項條文)條例第342C條之規定於香港公司註冊處處長註冊。香港公司註冊處處長與香港證券及期貨事務監察委員會對任何此等文件之內容概不負責。

Hong Kong Exchanges and Clearing Limited, The Stock Exchange of Hong Kong Limited (the "Stock Exchange") and Hong Kong Securities Clearing Company Limited ("HKSCC") take no responsibility for the contents of this Provisional Allotment Letter, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this Provisional Allotment Letter.

香港交易及結算所有限公司、香港聯合交易所有限公司(「聯交所」)及香港中央結算有限公司(「香港結算」)對本暫定配額通知書之內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示概不就因本暫定配額通知書全部或任何部分內容而產生或因倚賴該等內容而引致之任何損失承擔任何責任。



China Singyes Solar Technologies Holdings Limited
中國興業太陽能技術控股有限公司

(incorporated in Bermuda with limited liability)
(於百慕達註冊成立的有限公司)

(Stock Code: 750)
(股份代號: 750)

RIGHTS ISSUE OF 139,012,199 RIGHTS SHARES ON THE BASIS OF
ONE RIGHTS SHARE FOR EVERY FIVE EXISTING SHARES HELD
ON THE RECORD DATE AT THE SUBSCRIPTION PRICE OF
HK\$2.6 EACH PER RIGHTS SHARE

按於記錄日期每持有五股現有股份獲發一股供股股份之基準
按認購價每股供股股份2.6港元以供股方式發行139,012,199股供股股份
PAYABLE IN FULL ON ACCEPTANCE BY NOT LATER THAN
4:00 P.M. ON MONDAY, 11 JULY 2016
股款須不遲於二零一六年七月十一日(星期一)下午四時正接納時繳足

PROVISIONAL ALLOTMENT LETTER
暫定配額通知書

Share Registrar and
Transfer Office in Hong Kong:
Tricor Investor Services Limited
Level 22
Hopewell Centre
183 Queen's Road East
Hong Kong

香港股份過戶登記處：
卓佳證券登記有限公司
香港
皇后大道東183號
合和中心
22樓

註冊辦事處：
Clarendon House
2 Church Street
Hamilton HM 11
Bermuda

Principal office in Hong Kong:
Unit 3108, 31/F
China Merchants Tower
Shun Tak Centre
Sheung Wan
Hong Kong

香港主要辦事處：
香港
上環
信德中心
招商局大廈
31樓3108室

Name(s) and address of Qualifying Shareholder(s)

合資格股東之姓名及地址

[Blank area for Name(s) and address of Qualifying Shareholder(s)]

Name of bank on which cheque/cashier's order is drawn:

支票/銀行本票的付款銀行名稱：

Please insert your contact telephone no. here:
請於此填上閣下之聯絡電話：

Cheque/cashier's order number:

支票/銀行本票號碼：

The Underwriter has the right under the Underwriting Agreement to terminate the Underwriting Agreement by notice to the Company at any time prior to the Latest Termination Time, in certain circumstances set out in the Underwriting Agreement. Details of the circumstances in which the Underwriter has the right to terminate the Underwriting Agreement are set out in an enclosed sheet under the heading "Termination of the Underwriting Agreement".

經包銷協議，包銷商有權在包括在隨附通知書內所載之若干情況下，於最後截止時間前，隨時向本公司發出通知終止包銷協議，包銷商有權終止包銷協議之情況詳情，載於隨附文件「終止包銷協議」一節內。

The Rights Issue is conditional upon the Underwriting Agreement becoming unconditional and not being terminated. If the Rights Issue does not become unconditional, the Rights Issue will not proceed. Any dealings in the Shares up to the date on which the conditions to which the Rights Issue is subject are fulfilled (which is currently expected to be 5:00 p.m. on Thursday, 14 July 2016), or in the nil-paid Rights Shares on the Stock Exchange during the period in which they may be traded in their nil-paid form, will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed.

供股須待包銷協議或無條件及並無被終止時，方可作實。倘若供股並未成為無條件，則供股將不會進行。截至供股之所有條件達成當日(自前預期為二零一六年七月十四日(星期四)下午五時正)止之任何股份買賣，或於未繳股款供股股份方式進行買賣之期間在聯交所買賣未繳股款供股股份將須承受供股未必成為無條件或未必進行之風險。

Investors who have any doubt about their position are recommended to obtain professional advice from their advisers regarding dealings in the Shares or nil-paid Rights Shares during these periods. 投資者如對彼等之立場有任何疑問，應諮詢彼等顧問有關於該等期間買賣股份或未繳股款供股股份之專業意見。

THIS PROVISIONAL ALLOTMENT LETTER IS NOT FOR PUBLICATION, RELEASE OR DISTRIBUTION, DIRECTLY OR INDIRECTLY, IN OR INTO THE UNITED STATES. THE RIGHTS SHARES (IN BOTH NIL-PAID AND FULLY-PAID FORMS), THIS PROVISIONAL ALLOTMENT LETTER AND THE EXCESS APPLICATION FORM HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OR UNDER ANY SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES, AND MAY NOT BE OFFERED, SOLD, TAKEN UP, EXERCISED, RESOLD, RENOUNCED, TRANSFERRED OR DELIVERED, DIRECTLY OR INDIRECTLY, WITHIN THE UNITED STATES EXCEPT PURSUANT TO AN APPLICABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES.

本暫定配額通知書不可直接或間接在或向美國發行、發放或派發。未繳股款及繳足股款供股股份，本暫定配額通知書及額外申請表格尚未且不會根據(美國證券法)或美國任何州或其他司法權區之證券法例進行登記，除根據(美國證券法)及美國任何州或其他司法權區之適用證券法例豁免登記要求之外，不得在美國境內直接或間接進行發行、出售、派發、行發、轉售、發放、轉讓或交付。

Subject to the granting of the listing of, and permission to deal in, the Rights Shares in both nil-paid and fully-paid forms on the Stock Exchange as well as compliance with the stock admission requirements of HKSCC, the Rights Shares in both nil-paid and fully-paid forms will be accepted as eligible securities by HKSCC for deposit, clearance and settlement in CCASS with effect from the respective commencement dates of dealings in the Rights Shares in their nil-paid and fully-paid forms on the Stock Exchange and such other date as determined by HKSCC. Settlement of transactions between participants on the Stock Exchange on any trading day is required to take place in CCASS on the second trading day thereafter. All activities under CCASS are subject to the General Rules of CCASS and CCASS Operational Procedures in effect from time to time.

待未繳股款及繳足股款供股股份獲准於聯交所上市及買賣，並符合香港結算之股份收納規定後，未繳股款及繳足股款供股股份將獲香港結算接納為合資格證券，可自未繳股款及繳足股款供股股份各自開始於聯交所買賣當日或香港結算決定之其他日期起，在中央結算系統寄存、結算及交收。聯交所參與者關於任何交易日進行之交易須於其後第二個交易日在中央結算系統進行交收。中央結算系統之一切活動均須依照不時有效之中央結算系統一般規則及中央結算系統運作程序規則進行。

Dealings in the Shares may be settled through CCASS and you should consult your stockbroker, other registered dealer in securities, bank manager, solicitor, professional accountant or other professional adviser for details of those settlement arrangements and how such arrangements may affect your rights and interests.

股份之買賣可透過中央結算系統結算。閣下應諮詢閣下之股票經紀、其他註冊證券交易商、銀行經理、律師、專業會計師或其他專業顧問，以了解結算安排詳情以及有關安排可能如何影響閣下之權利及權益。

TO ACCEPT THE PROVISIONAL ALLOTMENT OF RIGHTS SHARES AS SPECIFIED IN THIS PROVISIONAL ALLOTMENT LETTER IN FULL, YOU MUST LODGE THIS PROVISIONAL ALLOTMENT LETTER INTACT WITH THE REGISTRAR, TRICOR INVESTOR SERVICES LIMITED, AT LEVEL 22, HOPEWELL CENTRE, 183 QUEEN'S ROAD EAST, HONG KONG TOGETHER WITH A REMITTANCE, BY CHEQUE OR CASHIER'S ORDER, IN HONG KONG DOLLARS FOR THE FULL AMOUNT SHOWN IN BOX C ABOVE SO AS TO BE RECEIVED BY THE REGISTRAR NOT LATER THAN 4:00 P.M. ON MONDAY, 11 JULY 2016. ALL REMITTANCES MUST BE MADE IN HONG KONG DOLLARS AND CHEQUES MUST BE DRAWN ON AN ACCOUNT WITH, OR CASHIER'S ORDERS MUST BE ISSUED BY, A LICENSED BANK IN HONG KONG AND MADE PAYABLE TO "China Singyes Solar Technologies Holdings Limited - Rights Issue Account" AND CROSSED "Account Payee Only". INSTRUCTIONS ON TRANSFER AND SPLITTING OF ENTITLEMENTS TO RIGHTS SHARES ARE ALSO SET OUT IN AN ENCLOSED SHEET. NO RECEIPT WILL BE GIVEN FOR SUCH REMITTANCE.

閣下如欲接納本暫定配額通知書規定的全部供股股份之暫定配額，須將本暫定配額通知書連同整份交還上列機構所指示由登記處香港佳士得證券有限公司(地址為香港皇后大道東183號合和中心22樓)收取之港元全數股款(以支票或銀行本票)，最遲於二零一六年七月十一日(星期一)下午四時正前交回本公司之登記處，所有股款須以港元繳付，並須在寄附該銀行戶口開出之支票或以香港特許銀行發出之銀行本票支付，並須註明抬頭人為「China Singyes Solar Technologies Holdings Limited - Rights Issue Account」，並以「只准入抬頭人戶戶」劃線方式開出。有關轉讓及分拆供股配額之指示載於隨附文件。本公司將不另發股款收據。

Each person accepting the provisional allotment specified in this document:
接納本文件所載之暫定配額的每位人士均：

- confirms that he/she/it has read the terms and conditions and acceptance procedures set out in an enclosed sheet and in the Prospectus and agrees to be bound by them; and
- confirms that he/she/it has read the terms and conditions and acceptance procedures set out in an enclosed sheet and in the Prospectus and agrees to be bound by them; and
- agrees that this Provisional Allotment Letter, and the resulting contract, will be governed by and construed in accordance with Hong Kong law.

同意本暫定配額通知書及以此通知書之合約須受香港法律管轄及根據香港法律詮釋。



China Singyes Solar Technologies Holdings Limited

中國興業太陽能技術控股有限公司

(incorporated in Bermuda with limited liability)

(Stock Code: 750)

24 June 2016

Dear Qualifying Shareholder(s),

INTRODUCTION

In accordance with the terms and conditions of the Provisional Allotment Letter and those set out in the Prospectus and subject to the articles of association of the Company, the Directors have provisionally allotted to you the number of Rights Shares in the Company indicated in Box B on Form A of the Provisional Allotment Letter on the basis of 1 Rights Share for every 5 existing Shares in the Company registered in your name in the register of members of the Company on Thursday, 23 June 2016. Your holding of existing Shares in the Company as at that date is set out in Box A on Form A of the Provisional Allotment Letter and the number of Rights Shares provisionally allotted to you is set out in Box B on Form A of the Provisional Allotment Letter. The terms defined in the Prospectus have the same meanings when adopted here unless the context otherwise requires.

You have the right to acquire the Rights Shares provisionally allotted to you at the Subscription Price of HK\$2.6 per Rights Share payable in full on acceptance, in the manner set out below, by not later than 4:00 p.m. on Monday, 11 July 2016.

You may, subject to the section headed "Qualifying Shareholders and Non-Qualifying Shareholders" below, accept all or any number of the Rights Shares provisionally allotted to you hereunder or dispose of your right to all or any of them. If you wish to accept only part of your provisional allotment and to transfer the remainder or to transfer your provisional allotment to more than one person, you should refer to the instructions in the section headed "Splitting" below. If you wish to transfer all of your provisional allotment you should refer to the instructions in the section headed "Transfer" below.

The Rights Issue is conditional, among other things, upon the Underwriting Agreement becoming unconditional and not being terminated. If the Rights Issue does not become unconditional, the Rights Issue will not proceed.

RIGHTS SHARES

The Rights Shares to be allotted and issued will, subject to the articles of association of the Company, rank pari passu in all respects with each other, including, in particular, as to dividends, voting and capital, and with all Shares in issue as at the date of allotment and issue of Rights Shares such that holders of fully-paid Rights Shares will be entitled to receive all future dividends and distributions the record dates of which are on or after the date of allotment and issue of the Rights Shares.

Subject to the granting of the listing of, and permission to deal in, the Rights Shares in both nil-paid and fully-paid forms on the Stock Exchange, as well as compliance with the stock admission requirements of HKSCC, the Rights Shares in both nil-paid and fully-paid forms will be accepted as eligible securities by HKSCC for deposit, clearance and settlement in CCASS with effect from the respective commencement dates of dealings in the Rights Shares in their nil-paid and fully-paid forms on the Stock Exchange or such other dates as determined by HKSCC. Settlement of transactions between participants of the Stock Exchange on any trading day is required to take place in CCASS on the second trading day thereafter. All activities under CCASS are subject to the General Rules of CCASS and CCASS Operational Procedures in effect from time to time.

PROCEDURE FOR ACCEPTANCE

Any person (including, without limitation, agents, custodians, nominees and trustees) outside Hong Kong wishing to take up his/her/its rights under the Rights Issue must satisfy himself/herself/itself as to full observance of the applicable laws of any relevant territory including obtaining any requisite governmental or other consents, observing any other requisite formalities or provisional allotment, transferring must then complete and sign the "Registration Application Form" (Form C) in the Provisional Allotment Letter and lodge the Provisional Allotment Letter intact together with a remittance for the full amount payable on acceptance with the Registrar, at the above address, by not later than 4:00 p.m. on Monday, 11 July 2016.

Qualifying Shareholders who wish to take up their provisional allotment of Rights Shares in full must lodge the whole of the Provisional Allotment Letter intact with the Registrar, Tricor Investor Services Limited, at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong, together with a remittance for the full amount payable on acceptance, as shown in Box C on Form A of the Provisional Allotment Letter, so as to be received by not later than 4:00 p.m. on Monday, 11 July 2016. All remittances must be in Hong Kong dollars and cheques must be drawn on an account with, or cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "China Singyes Solar Technologies Holdings Limited – Rights Issue Account" and crossed "Account Payee Only". Such payment will constitute acceptance of the provisional allotment on the terms of the Provisional Allotment Letter and the Prospectus and subject to the articles of association of the Company. No receipt will be given for such remittance. All enquiries in connection with the Provisional Allotment Letter should be addressed to the Registrar at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong.

It should be noted that, unless a Provisional Allotment Letter, duly completed, together with the appropriate remittance shown in Box C on Form A of the Provisional Allotment Letter, has been received as described above by 4:00 p.m. on Monday, 11 July 2016, whether by the original allottee or any person in whose favour the rights have been validly transferred, your provisional allotment and all rights thereunder will be deemed to have been declined and will be cancelled. The Company may (at its sole discretion) treat a Provisional Allotment Letter as valid and binding on the person(s) by whom or on whose behalf it is lodged even if not completed in accordance with the relevant instructions.

SPLITTING

If you wish to accept only part of your provisional allotment of Rights Shares without renouncing the balance of your provisional allotment hereunder, or transfer a part of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder, or transfer all or part of your rights to more than one person (not as joint holders), the entire original Provisional Allotment Letter must be surrendered and lodged for cancellation with a covering letter stating clearly the number of split Provisional Allotment Letters required and the number of nil-paid Rights Shares to be comprised in each split Provisional Allotment Letter (which, in aggregate, should be equal to the number of Rights Shares provisionally allotted to you as set out in Box B on Form A of the Provisional Allotment Letter), by not later than 4:30 p.m. on Thursday, 30 June 2016 with the Registrar, Tricor Investor Services Limited, at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong, who will cancel the original Provisional Allotment Letter and issue new Provisional Allotment Letters in the denominations required which will be available for collection at the Registrar, at the above address, after 9:00 a.m. on the second Business Day after the surrender of the original Provisional Allotment Letter.

TRANSFER

If you wish to transfer all of your provisional allotment under the Provisional Allotment Letter to another person or persons as joint holders, you should complete and sign the "Form of Transfer and Nomination" (Form B) in the Provisional Allotment Letter and hand the completed and signed Provisional Allotment Letter to the person to or through whom you are transferring your provisional allotment. The transferee must then complete and sign the "Registration Application Form" (Form C) in the Provisional Allotment Letter and lodge the Provisional Allotment Letter intact together with a remittance for the full amount payable on acceptance with the Registrar, at the above address, by not later than 4:00 p.m. on Monday, 11 July 2016.

It should be noted that Hong Kong stamp duty is payable in connection with the transfer of your rights to subscribe for the relevant Rights Shares to the transferee(s) and the acceptance by the transferee(s) of such rights. The Company reserves the right to refuse to register any transfer in favour of any person in respect of which the Company believes such transfer may violate applicable legal or regulatory requirements.

TERMINATION OF THE UNDERWRITING AGREEMENT

It should be noted that the Underwriting Agreement contains provisions granting the Underwriter, by notice to the Company, the right to terminate the Underwriting Agreement on the occurrence of certain events. The Underwriter may at any time prior to the Latest Termination Time, by notice in writing to the Company, rescind or terminate the Underwriting Agreement if: (A) (i) any matter or circumstance arises as a result of which any of the conditions set out in the Underwriting Agreement has become incapable of satisfaction as at the required time; (2) any material breach of any of the representations, warranties or undertakings given by the Company or Strong Eagle in the Underwriting Agreement comes to the knowledge of the Underwriter, or there has been a material breach on the part of the Company or Strong Eagle of any other provision of the Underwriting Agreement or the Underwriter has caused to believe that any such breach has occurred; (3) any event occurs or matter arises or is discovered, which, if it had occurred before the date of the Underwriting Agreement or before any of the dates or before any time on which the representations, warranties and undertakings are deemed to be given to the Company or Strong Eagle in the Underwriting Agreement would have rendered any of those representations, warranties or undertakings untrue, inaccurate, incomplete or misleading in any material respect, comes to the knowledge of the Underwriter; (4) any statement contained in the Prospectus has become or been discovered to be untrue, inaccurate, incomplete or misleading in any material respect; (5) any matter arises or is discovered which would, if the Prospectus was to be issued at the time, constitute material omission therefrom; (6) the Company's application to the Main Board of the Stock Exchange for permission for the listing of the Rights Shares (nil-paid and fully-paid) and permission to deal in the Rights Shares (nil-paid and fully-paid) on the Stock Exchange is withdrawn by the Company and/or refused by the Stock Exchange; (7) any event, act or omission occurs which gives or is likely to give rise to any liability of the Company pursuant to the indemnities referred to in the Underwriting Agreement; (8) there is any material adverse change or prospective adverse change in the business or in the financial or trading position or prospects of any member of the Group which in the reasonable opinion of the Underwriter acting in good faith is material in the context of the Rights Issue; or (9) there has occurred, happened, come into effect or become public knowledge any event, series of events or circumstances concerning or relating to (whether or not foreseeable): (i) any change in, or any event or series of events likely to result in any change in (whether or not permanent) local, national or international financial, political, economic, military, industrial, legal, fiscal, regulatory, currency or securities market matters or conditions or currency exchange rates or exchange controls (including without limitation, any change in the system under which the value of the Hong Kong currency is linked to that of the United States) in Hong Kong, the United States, the European Union, the United Kingdom or the PRC; (ii) any new laws, rules, statutes, ordinances, regulations, guidelines or circulars (in each case, to the extent mandatory or, if not complied with, the basis for legal or regulatory consequences), orders, judgments, decrees or rulings of any governmental authority (the "Laws") or changes in existing Laws or any change in the interpretation or application thereof by any court or other competent authority in Hong Kong or the PRC; (iii) any event of force majeure affecting Hong Kong, the United States, the European Union, the United Kingdom or the PRC including, without limiting the generality thereof, any act of God, war, outbreak or escalation of hostilities (whether or not war is declared) or act of terrorism, or declaration of a national or international emergency or war, riot, public disorder, civil commotion, economic sanctions, fire, flood, epidemic outbreak of an infectious disease, calamity, crisis, or other shock-out (whether or not covered by insurance) of any movable, substantial or fixed property of the Company or Strong Eagle in Hong Kong, the United States, the European Union, the United Kingdom or the PRC; (iv) any major disruption of any securities settlement or clearing services in Hong Kong or on commercial banking activities in Hong Kong, due to exceptional financial circumstances or otherwise; (v) a change or development involving a prospective change in taxation or exchange control (or the implementation of any exchange control) in Hong Kong, the United States, the European Union, the United Kingdom or the PRC; or (vi) any suspension of dealings in the Shares for a period of over three consecutive business days (other than as a result of announcing the Rights Issue) which, in the sole opinion of the Underwriter: (i) have or will have, or is likely to have, a Material Adverse Effect, or is or will be, or is likely to be, materially adverse to any present or prospect Shareholder in its capacity as such; (ii) has or will have or is likely to have a material adverse impact on the success of the Rights Issue or dealings in the Rights Shares in the secondary market; or (iii) makes it impracticable, inadvisable or inexpedient to proceed with the Rights Issue on the terms and in the manner contemplated in the Announcement and the Issue Documents; or (iv) any breach of the terms and conditions under the Sub-underwriting Agreement (as defined in the Underwriting Agreement) by any of the sub-underwriters or any breach by any of the sub-underwriters to acquire the Rights Shares which it has agreed with the Underwriter to take up. If prior to the Latest Termination Time, any such notice as is referred to above is given by the Underwriter, the obligations of all parties under the Underwriting Agreement (save in respect of the termination clause under the Underwriting Agreement which shall remain in full force and effect, and save further that the Company shall pay as soon as practicable the underwriting commission and other costs, charges and expenses (if any) shall terminate forthwith.

CHEQUES AND CASHIER'S ORDERS

All cheques and cashier's orders will be presented for payment following receipt and all interest earned on such monies (if any) will be retained for the benefit of the Company. Without prejudice to the other rights of the Company in respect thereof, any Provisional Allotment Letter in respect of which the accompanying cheque or cashier's order is dishonoured on first presentation is liable to be rejected, and in that event the provisional allotment and all rights thereunder will be deemed to have been declined and will be cancelled. Completion and return of a Provisional Allotment Letter together with a cheque or cashier's order in payment for the Rights Shares accepted will constitute a warranty by the applicant(s) (whose cheques or cashier's order will be honoured on first presentation).

SHARE CERTIFICATES AND REFUND CHEQUES FOR THE RIGHTS ISSUE

It is expected that share certificates for all nil-paid Rights Shares are to be posted on or before Tuesday, 19 July 2016 to those Qualifying Shareholders who have accepted and (where applicable) applied for, and paid for, the Rights Shares by ordinary mail at their own risk. Each Shareholder will receive one share certificate for all allotted Rights Shares. Refund cheques in respect of wholly or partially unsuccessful applications for excess Rights Shares (if any) are expected to be posted on or before Tuesday, 19 July 2016 by ordinary mail to the applicants at their own risk.

EXCESS RIGHTS SHARES

The Qualifying Shareholders may apply, by way of excess application, for Rights Shares representing unsold fractional entitlements, together with any Rights Shares provisionally allotted but not accepted by Qualifying Shareholders or otherwise subscribed for by renounees or transferees of nil-paid Rights Shares and any Rights Shares representing any unsold entitlements of the Non-Qualifying Shareholders (if any).

Application for excess Rights Shares may be made by completing a prescribed Excess Application Form. The Directors will allocate the excess Rights Shares at their discretion on a fair and equitable basis according to the principle that any excess Rights Shares will be allocated to Qualifying Shareholders who apply for them on a pro rata basis by reference to the number of Rights Shares applied for, but no reference will be made to the number of Rights Shares held by the applicant(s) under the Provisional Allotment Letter or the existing number of Rights Shares held by Qualifying Shareholders. If the aggregate number of Rights Shares applied for under Provisional Allotment Letters is greater than the aggregate number of excess Rights Shares applied for through Excess Application Forms, the Directors will allocate in full each Qualifying Shareholder for the number of excess Rights Shares applied for under the Excess Application Forms. No preference will be given to topping up odd lots to whole board lots.

Beneficial owners whose Shares are held by a registered owner, or which are held in CCASS, should note that the Board will regard the registered owner (including HKSCC Nominees Limited) as a single Shareholder on the register of members of the Company. Accordingly, beneficial owners whose Shares are registered in the name of a registered owner, or which are held in CCASS, should note that the aforesaid arrangements in relation to the allocation of excess Rights Shares will not be extended to them individually.

A Qualifying Shareholder wishes to apply for any Rights Shares in addition to his/her/its provisional allotment, he/she/it must complete and sign an Excess Application Form enclosed with the Prospectus and lodge it, together with a separate remittance for the amount payable in respect of the excess Rights Shares applied for, with the Registrar by 4:00 p.m. on Monday, 11 July 2016, or such later time and/or date as may be agreed between the Company and the Underwriter. All remittances must be made in Hong Kong dollars and cheques must be drawn on an account with, or cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "China Singyes Solar Technologies Holdings Limited – Excess Application Account" and crossed "Account Payee Only".

FRACTIONAL ENTITLEMENTS

The entitlement of Qualifying Shareholders will be rounded down to the nearest whole number. The Company will not provisionally allot and will not accept applications for any fractions of Rights Shares. All fractions of Rights Shares will be aggregated and all nil-paid Rights Shares arising from such aggregation will be sold in the market at a premium (net of expenses) and the Company will retain the proceeds for its own benefit. Any unsold fractions of Rights Shares will be available to meet excess application by the Qualifying Shareholders.

DISTRIBUTION OF THE PROVISIONAL ALLOTMENT LETTER AND THE OTHER PROSPECTUS DOCUMENTS

The Provisional Allotment Letter shall only be sent to Qualifying Shareholders.

Distribution of the Provisional Allotment Letter and the other Issue Documents into jurisdictions other than Hong Kong may be restricted by law. Persons into whose possession the Provisional Allotment Letter or any of the other Issue Documents come (including, without limitation, agents, custodians, nominees and trustees) should inform themselves of and observe any such restrictions. Any failure to comply with those restrictions may constitute a violation of the securities laws of any such jurisdiction. Any Shareholder or beneficial owner who is in any doubt as to his/her position should consult an appropriate professional adviser without delay. The Company reserves the right to refuse to permit a Shareholder to take up his/her/its nil-paid Rights Shares or apply for excess Rights Shares where it believes that doing so would violate applicable securities legislations or other laws or regulations of any jurisdiction.

The Issue Documents may not be distributed or filed in jurisdictions where applicable securities legislation of any jurisdiction other than Hong Kong.

QUALIFYING SHAREHOLDERS AND NON-QUALIFYING SHAREHOLDERS

To qualify for the Rights Issue and to accept the Rights Shares provisionally allotted under the Provisional Allotment Letter, a Shareholder must have been registered as a member of the Company on Thursday, 23 June 2016 and be a Qualifying Shareholder.

Non-Qualifying Shareholders are those Shareholder(s) whose name(s) appear(s) on the register of members of the Company on the Record Date and whose address(es) as shown on such register (if it is outside Hong Kong where the Directors, based on advice provided by legal advisers, consider it necessary or expedient to exclude any such Shareholders on account either of legal restrictions under the laws of the relevant place or the requirements of the relevant regulatory body or stock exchange in that place ("Specified Territories").

Receipt of the Provisional Allotment Letter and/or any other Issue Document does not and will not constitute an offer in those jurisdictions in which it would be illegal to make an offer and, in those circumstances, the Provisional Allotment Letter and/or the other Issue Documents must be treated as sent for information only and should not be copied or redistributed.

Notwithstanding any other provision in the Provisional Allotment Letter or any other Issue Documents, the Company reserves the right to permit any Shareholder to take up his/her/its rights if the Company, in its absolute discretion, is satisfied that the transaction in question is exempt from or not subject to the legislation or regulations giving rise to the restrictions in question.

REPRESENTATIONS AND WARRANTIES

By completing, signing and submitting the Provisional Allotment Letter, each purchaser of nil-paid Rights Shares or subscriber of fully-paid Rights Shares hereby represents and warrants to the Company and to any person acting on their behalf, unless in their sole discretion the Company waives such requirement expressly in writing that:

- he/she/it was a Shareholder on Thursday, 23 June 2016, or he/she/it lawfully acquired or may lawfully acquire the nil-paid Rights Shares, directly or indirectly, from such a person;
- he/she/it may lawfully be offered, take up, obtain, subscribe for and receive the nil-paid Rights Shares and/or the fully-paid Rights Shares in the jurisdiction in which he/she/it resides or is currently located;
- he/she/it is not resident or located in, or a citizen of, the U.S.;
- he/she/it is not accepting an offer to acquire or take up the nil-paid Rights Shares or fully-paid Rights Shares on a non-discretionary basis for a person who is resident or located in, or a citizen of, the U.S. at the time the instruction to accept was given;
- he/she/it is not taking up for the account of any person who is located in the U.S., unless (a) the instruction to purchase or take up the nil-paid Rights Shares or to subscribe for or accept fully-paid Rights Shares was received from a person outside the U.S. and (b) the person giving such instruction has confirmed that it (1) has the authority to give such instruction and (2) either (A) has investment discretion over such account or (B) is an investment manager or investment company for such account;
- he/she/it is acquiring the nil-paid Rights Shares and/or the fully-paid Rights Shares in an "offshore transaction" as defined in Regulation S;
- he/she/it has not been offering the Rights Shares by means of any "directed selling efforts" as defined in Regulation S;
- he/she/it is not acquiring the nil-paid Rights Shares or fully-paid Rights Shares with a view to the offer, sale, allotment, take up, exercise, resale, renunciation, pledge, transfer, delivery or distribution, directly or indirectly, of such nil-paid Rights Shares or fully-paid Rights Shares into the U.S.; and
- he/she/it understands that neither the nil-paid Rights Shares nor the fully-paid Rights Shares have been or will be registered under the U.S. Securities Act or with any securities regulatory authority of any state, territory, or possession of the U.S. and the nil-paid Rights Shares and fully-paid Rights Shares are being distributed and offered only outside the U.S. in reliance on Regulation S. Consequently, he/she/it understands that the nil-paid Rights Shares or fully-paid Rights Shares may not be offered, sold, allotted, taken up, exercised, resold, renounced, pledged, delivered, distributed or otherwise transferred in or into the U.S., except in reliance on an exemption from, or in transactions not subject to, the registration requirements of the U.S. Securities Act.

Any person accepting and/or transferring the Provisional Allotment Letter or requesting registration of the Rights Shares comprised therein represents and warrants to the Company that, except where proof has been provided to the satisfaction of the Company that such person's use of the Provisional Allotment Letter will not result in the contravention of any applicable legal requirement in any jurisdiction, he/she/it: (i) is not accepting and/or transferring the Provisional Allotment Letter, or requesting registration of the relevant nil-paid Rights Shares or fully-paid Rights Shares from within any of the Specified Territories; (ii) is not in any of the Specified Territories or in any territory in which it is otherwise unlawful to make or accept an offer to acquire the nil-paid Rights Shares or fully-paid Rights Shares or to use the Provisional Allotment Letter in any manner in which such person has used or will use; (iii) is not acting on a non-discretionary basis for a person resident in any of the Specified Territories at the time the instruction to accept or transfer was given; and (iv) is not acquiring the nil-paid Rights Shares or the fully-paid Rights Shares with a view to the offer, sale, allotment, take up, exercise, resale, renunciation, pledge, transfer, delivery or distribution, directly or indirectly, of any such nil-paid Rights Shares or fully-paid Rights Shares into any of the Specified Territories.

The Company may treat as invalid any acceptance or purported acceptance of the allotment of Rights Shares comprised in, or transfer or purported transfer of, the Provisional Allotment Letter if it: (a) appears to the Company to have been executed in, or dispatched from, any of the Specified Territories and the acceptance or transfer may involve a breach of the laws of the relevant Specified Territory or the acceptance or transfer is otherwise in a manner which may involve a breach of the laws of any jurisdiction or if it or its agents believe the same may violate any applicable legal or regulatory requirement; (b) provides an address in any of the Specified Territories for delivery of definitive share certificates for Rights Shares and such delivery would be unlawful or provides an address for delivery of definitive share certificates in any other jurisdiction outside Hong Kong in which it would be unlawful to deliver such certificates; or (c) purports to exclude the representation and/or warranty required by the paragraph immediately preceding.

Completion and return of the Provisional Allotment Letter by any person will constitute a warranty and representation to the Company, by such person, that all registration, legal and regulatory requirements, in connection with such application have been or will be duly complied with by that person. For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited is subject to any of the representations and warranties above.

GENERAL

Lodgment of the Provisional Allotment Letter with, where relevant, the form of transfer and nomination purporting to have been signed by the person(s) in whose favour the Provisional Allotment Letter has been issued, shall be conclusive evidence of the title of the party or parties lodging it to deal with the same and to receive a split Provisional Allotment Letter and/or the share certificates for the Rights Shares. Further copies of the Prospectus are available at the Registrar, Tricor Investor Services Limited, at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong.

All documents, including cheques for refund, will be sent by ordinary mail at the risk of the relevant applicants or other persons entitled thereto.

The Provisional Allotment Letter and all acceptances of the offer contained in it shall be governed by the law of Hong Kong. Nil-paid Rights Shares are expected to be traded in board lots of 1,000 (as the existing Shares are currently traded on the Stock Exchange in board lots of 1,000). References in the Provisional Allotment Letter to times and dates are to Hong Kong times and dates unless otherwise stated.

If you have questions in relation to the Rights Issue, please address your questions to the Registrar, Tricor Investor Services Limited, at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong during business hours from 9:00 a.m. to 6:00 p.m., Monday to Friday (other than Hong Kong public holidays).

By completing, signing and submitting the Provisional Allotment Letter, you agree to disclose to the Company and/or the Registrar and their respective advisers and agent's personal data and any information which they require about you or the person(s) for whose benefit you have made the acceptance of the provisional allotment of Rights Shares. The Personal Data (Privacy) Ordinance provides the holders of securities with rights to ascertain whether the Company or the Registrar hold their personal data, to obtain a copy of that data, and to correct any data that is inaccurate. In accordance with the Personal Data (Privacy) Ordinance, the Company and the Registrar have the right to change or update the processing of any data access request. All requests for access to data or correction of data or formalization of regarding policies and practices and the kinds of data held should be addressed to (i) the Company, at its place of business in Hong Kong at Unit 3108, 31/F Floor, China Merchants Tower, Shun Tak Centre, 168-200 Connaught Road, Shaung Wan, Hong Kong or as notified from time to time in accordance with applicable law, for its attention of the Company Secretary; or (ii) (as the case may be) the Registrar at its address set out above.

Yours faithfully, For and on behalf of
China Singyes Solar Technologies Holdings Limited
LIU Hongwei
Chairman

