

SOLARFUN POWER HOLDINGS CO., LTD.

FORM 6-K (Report of Foreign Issuer)

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

FORM 6-K

REPORT OF FOREIGN ISSUER

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

For the Month of November, 2010

Commission File Number 1-33208

SOLARFUN POWER HOLDINGS CO., LTD.

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

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

Form 20-F ☒ Form 40-F ☐

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

Yes ☐ No ☒

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

Yes ☐ No ☒

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

Yes ☐ No ☒

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

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Solarfun Power Holdings Co., Ltd. (the “Company”) is furnishing under the cover of Form 6-K:

99.1 Underwriting Agreement by and among the Company, Morgan Stanley & Co. International plc and UBS Securities LLC dated November 10, 2010

99.2 Subscription Agreement by and between the Company and Hanwha Solar Holdings Co., Ltd. dated November 9, 2010

This Report on Form 6-K and the exhibits hereto are hereby incorporated by reference into the Company’s prospectus supplement filed with the United States Securities and Exchange Commission on November 10, 2010.

SIGNATURES

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

SOLARFUN POWER HOLDINGS CO., LTD.

Date: November 12, 2010

By: /s/ Ping Peter Xie

Name: Ping Peter Xie

Title: Chief Executive Officer of Solarfun Power
Holdings Co., Ltd.

SOLARFUN POWER HOLDINGS CO., LTD.

8,000,000 American Depositary Shares

Each representing five Ordinary Shares

(par value US\$0.0001 per share)

UNDERWRITING AGREEMENT

November 10, 2010

November 10, 2010

Morgan Stanley & Co. International plc
25 Cabot Square, Canary Wharf
London, E14 4QA, England

UBS Securities LLC
299 Park Avenue
New York, New York 10171-0026

As the Managers for the Underwriters named in Schedule I hereto

Ladies and Gentlemen:

Solarfun Power Holdings Co., Ltd., an exempted company with limited liability incorporated under the laws of the Cayman Islands (the “**Company**”), proposes to issue and sell to the several Underwriters named in Schedule I hereto (the “**Underwriters**”), for whom you are acting as managers (the “**Managers**”), an aggregate of 8,000,000 American Depositary Shares (the “**Firm ADSs**”) representing 40,000,000 ordinary shares, par value US\$0.0001 per share, of the Company. The Company also proposes to issue and sell to the several Underwriters not more than the number of additional ADSs set forth in Schedule II hereto (the “**Additional ADSs**”) if and to the extent that you, as Managers of the offering, shall have determined to exercise, on behalf of the Underwriters, the right to purchase such American Depositary Shares granted to the Underwriters in Section 2 hereof. The Firm ADSs and the Additional ADSs are hereinafter collectively referred to as the “**ADSs**.” The ordinary shares, par value US\$0.0001 per share, of the Company represented by the ADSs are hereinafter referred to as the “**Shares**.” The ordinary shares, par value US\$0.0001 per share, of the Company to be outstanding after giving effect to the sales contemplated hereby are hereinafter referred to as the “**Ordinary Shares**.”

The Shares will be delivered in the form of the ADSs. The ADSs and the American Depositary Receipts (the “**ADRs**”) evidencing the ADSs are to be issued pursuant to a deposit agreement dated as of December 19, 2006 (the “**Deposit Agreement**”) among the Company, The Bank of New York, as depositary (the “**Depositary**”), and all owners and beneficial owners from time to time of the American Depositary Shares issued thereunder. Each ADS will initially represent the right to receive five Ordinary Shares deposited pursuant to the Deposit Agreement.

The Company has filed with the Securities and Exchange Commission (the “**Commission**”) a registration statement, including a prospectus, on Form F-3

(File No. 333-152005), relating to the securities (the “**Shelf Securities**”), including the Shares, to be issued from time to time by the Company. The registration statement as amended to the date of this Agreement, including the information (if any) deemed to be part of the registration statement at the time of effectiveness pursuant to Rule 430A or Rule 430B under the Securities Act of 1933, as amended (the “**Securities Act**”), is hereinafter referred to as the “**Registration Statement**,” and the related prospectus covering the Shelf Securities dated July 14, 2008 in the form first used to confirm sales of the ADSs (or in the form first made available to the Underwriters by the Company to meet requests of purchasers pursuant to Rule 173 under the Securities Act) is hereinafter referred to as the “**Basic Prospectus**.” The Basic Prospectus, as supplemented by the prospectus supplement specifically relating to the Shares in the form first used to confirm sales of the ADSs (or in the form first made available to the Underwriters by the Company to meet requests of purchasers pursuant to Rule 173 under the Securities Act) is hereinafter referred to as the “**Prospectus**,” and the term “**preliminary prospectus**” means any preliminary form of the Prospectus. The registration statement on Form F-6 relating to the ADSs, as amended at the time it became effective, is hereinafter referred to as the “**ADR Registration Statement**.” If the Company has filed an abbreviated registration statement to register additional ADSs or Ordinary Shares pursuant to Rule 462(b) under the Securities Act (the “**Rule 462 Registration Statement**”), then reference herein to the term “Registration Statement” shall be deemed to include such Rule 462 Registration Statement.

For purposes of this Agreement, “**free writing prospectus**” has the meaning set forth in Rule 405 under the Securities Act, “**Time of Sale Prospectus**” means the preliminary prospectus together with the free writing prospectuses, if any, each identified in Schedule II hereto, and “**broadly available road show**” means a “bona fide electronic road show” as defined in Rule 433(h)(5) under the Securities Act that has been made available without restriction to any person. As used herein, the terms “Registration Statement,” “Basic Prospectus,” “preliminary prospectus,” “Time of Sale Prospectus” and “Prospectus” shall include the documents, if any, incorporated by reference therein. The terms “**supplement**,” “**amendment**,” and “**amend**” as used herein with respect to the Registration Statement, the Basic Prospectus, the Time of Sale Prospectus, any preliminary prospectus or free writing prospectus shall include all documents subsequently filed by the Company with the Commission pursuant to the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), that are deemed to be incorporated by reference therein.

1. *Representations and Warranties* . The Company represents and warrants to and agrees with each of the Underwriters that:

(a) The Registration Statement and the ADR Registration Statement each has become effective; no stop order suspending the effectiveness of the Registration Statement or the ADR Registration Statement is in effect, and no

proceedings for such purpose are pending before or, to the Company's knowledge, threatened by the Commission. The Company meets the requirement for use of Form F-3 under the Securities Act.

(b) (i) Each document, if any, filed or to be filed pursuant to the Exchange Act and incorporated by reference in the Time of Sale Prospectus or the Prospectus complied or will comply when so filed in all material respects with the Exchange Act and the applicable rules and regulations of the Commission thereunder, (ii) each part of the Registration Statement or the ADR Registration Statement, when such part became effective, did not contain, and each such part, as amended or supplemented, if applicable, will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (iii) the Registration Statement, the ADR Registration Statement as of the date hereof does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (iv) the Registration Statement, the ADR Registration Statement and the Prospectus comply, and as amended or supplemented, if applicable, will comply in all material respects with the Securities Act and the applicable rules and regulations of the Commission thereunder, (v) the Time of Sale Prospectus does not, and at the time of each sale of the ADSs in connection with the offering when the Prospectus is not yet available to prospective purchasers and at the Closing Date (as defined in Section 4), the Time of Sale Prospectus, as then amended or supplemented by the Company, if applicable, will not, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, (vi) each broadly available road show, if any, when considered together with the Time of Sale Prospectus, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading and (vii) the Prospectus does not contain and, as amended or supplemented, if applicable, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except that the representations and warranties set forth in this paragraph do not apply to statements or omissions in the Registration Statement, the Time of Sale Prospectus or the Prospectus based upon information relating to any Underwriter furnished to the Company in writing by such Underwriter through the Managers expressly for use therein.

(c) The Company is not an "ineligible issuer" in connection with the offering pursuant to Rules 164, 405 and 433 under the Securities Act. Any free writing prospectus that the Company is required to file pursuant to Rule 433(d) under the Securities Act has been, or will be, filed with the Commission in accordance with the requirements of the Securities Act and the applicable rules and regulations of the Commission thereunder. Each free writing prospectus that

the Company has filed, or is required to file, pursuant to Rule 433(d) under the Securities Act or that was prepared by on behalf of or used or referred to by the Company complies or will comply in all material respects with the requirements of the Securities Act and the applicable rules and regulations of the Commission thereunder. Except for the free writing prospectuses, if any, identified in Schedule II hereto forming part of the Time of Sale Prospectus, and electronic road shows, if any, each furnished to you before first use, the Company has not prepared, used or referred to, and will not, without your prior consent, prepare, use or refer to, any free writing prospectus.

(d) The Company has been duly incorporated, is validly existing as a corporation in good standing under the laws of the Cayman Islands, has the corporate power and authority to own, lease and operate its property and to conduct its business as described in the Time of Sale Prospectus and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that the failure to be so qualified or to be in good standing would not have any material adverse change, or any development involving a prospective material adverse change, in the condition, financial or otherwise, or in the earnings, business or operations of the Company and its subsidiaries, taken as a whole (a “**Material Adverse Effect**”).

(e) Each subsidiary of the Company has been duly incorporated, is validly existing as a corporation in good standing under the laws of the jurisdiction of its incorporation, has the corporate power and authority to own, lease and operate its property and to conduct its business as described in the Time of Sale Prospectus and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not have a Material Adverse Effect; all of the issued shares of capital stock of each Subsidiary of the Company have been duly and validly authorized and issued, are fully paid and non-assessable and are owned directly or indirectly by the Company, free and clear of all liens, encumbrances, equities or claims.

(f) Each of this Agreement and the Deposit Agreement has been duly authorized, executed and delivered by the Company, and the Deposit Agreement constitutes a valid, binding and enforceable agreement of the Company, except that the rights to indemnity and contribution may be limited by federal or state securities law, and such enforceability may be limited by applicable bankruptcy, insolvency, moratorium and other similar laws affecting the rights of creditors generally and the application of general equitable principles. The registered holders of ADSs have the rights specified in the Deposit Agreement.

(g) The authorized, issued and outstanding capital stock of the Company is as set forth in the Time of Sale Prospectus in the column entitled

“Actual” under the caption “Capitalization” (except for subsequent issuances, if any, pursuant to this Agreement, pursuant to employee benefit plans, pursuant to the exercise of convertible securities or options outstanding on the date hereof or pursuant to any share incentive plans or except as otherwise disclosed in the Time of Sale Prospectus), and conforms in all material respects to the description thereof contained in each of the Time of Sale Prospectus and the Prospectus. None of the outstanding shares of capital stock of the Company was issued in violation of the preemptive or other similar rights of any security holder of the Company.

(h) There are no outstanding securities convertible into or exchangeable for, or warrants, rights or options to purchase from the Company, or obligations of the Company to issue, Ordinary Shares or any other class of capital stock of the Company except as set forth in the Time of Sale Prospectus.

(i) The Ordinary Shares outstanding prior to the issuance of the ADSs have been duly authorized and are validly issued, fully paid and non-assessable. The Shares to be issued underlying the ADSs have been duly authorized and, when issued and delivered in accordance with the terms of this Agreement, will be duly and validly issued, fully paid and non-assessable, and the issuance of such Shares will not be subject to any preemptive or similar rights of any security holder of the Company except as disclosed in the Time of Sale Prospectus. The ADSs and the Shares represented thereby will be free and clear of any securing interests, claims, liens, equities or encumbrances.

(j) The ADRs evidencing the ADSs, when issued by the Depositary against the deposit of underlying Shares in respect thereof in accordance with the provisions of the Deposit Agreement, will be duly authorized and validly issued, will have been issued in compliance with all applicable United States securities laws, and the persons in whose names such ADRs are registered will be entitled to the rights of registered holders of ADRs specified therein and in the Deposit Agreement.

(k) The ADSs and the Shares represented thereby, when issued, are freely transferable by the Company to or for the account of the Underwriters; and there are no restrictions on subsequent transfers of the ADSs or the Shares represented thereby pursuant to the Company’s articles of incorporation or memorandum of association, or under the laws of the Cayman Islands, the British Virgin Islands (the “**BVI**”), the People’s Republic of China (“**PRC**”) or the United States, unless such subsequent transferees are PRC entities or PRC domestic individuals.

(l) The execution and delivery by the Company of, and the performance by the Company of its obligations under, this Agreement and the Deposit Agreement do not, and will not, contravene any provision of applicable law or the memorandum of association, articles of association or other constitutive documents of the Company or any agreement or other instrument

binding upon the Company or any of its subsidiaries that is material to the Company and its subsidiaries, taken as a whole, or any judgment, order or decree of any governmental body, agency or court having jurisdiction over the Company or any subsidiary, and no consent, approval, authorization or order of, or qualification with, any governmental body or agency is required for the performance by the Company of its obligations under this Agreement and the Deposit Agreement, except such as have been obtained under the Securities Act or such as may be required by the securities or Blue Sky laws of the various states in connection with the offer and sale of the ADSs.

(m) There has not occurred any material adverse change, or any development involving a prospective material adverse change, in the condition, financial or otherwise, or in the earnings, business or operations of the Company and its subsidiaries, taken as a whole, from that set forth in the Time of Sale Prospectus.

(n) There are no legal or governmental proceedings pending or, to the Company's knowledge, threatened to which the Company or any of its subsidiaries is a party or to which any of the properties of the Company or any of its subsidiaries is subject, except for (i) proceedings described in the Time of Sale Prospectus and (ii) proceedings that would not have a Material Adverse Effect or materially and adversely affect the power or ability of the Company to perform its obligations under this Agreement and the Deposit Agreement or to consummate the transactions contemplated by the Time of Sale Prospectus that are required to be described in the Registration Statement or the Prospectus. There are no statutes, regulations, contracts or other documents that are required to be described in the Registration Statement or the Prospectus or to be filed as exhibits to the Registration Statement that are not described or filed as required.

(o) Each preliminary prospectus filed as part of the registration statement as originally filed or as part of any amendment thereto, or filed pursuant to Rule 424 under the Securities Act, complied when so filed in all material respects with the Securities Act and the applicable rules and regulations of the Commission thereunder.

(p) The Company is not, and after giving effect to the offering and sale of the ADSs and the application of the proceeds thereof as described in the Prospectus will not be, required to register as an "investment company" as such term is defined in the Investment Company Act of 1940, as amended.

(q) The Company does not expect to become a "passive foreign investment company," as such term is defined in the United States Internal Revenue Code, for the taxable year ending December 31, 2010 or for the foreseeable future.

(r) The Company is a "foreign private issuer" as defined in Rule 3b-4 under the Exchange Act;

(s) The Company and its subsidiaries (i) are in compliance with any and all applicable foreign, federal, state and local laws and regulations relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants (the “ **Environmental Laws** ”), (ii) have received all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses and (iii) are in compliance with all terms and conditions of any such permit, license or approval, except where such noncompliance with Environmental Laws, failure to receive required permits, licenses or other approvals or failure to comply with the terms and conditions of such permits, licenses or approvals would not, singly or in the aggregate, have a Material Adverse Effect.

(t) There are no costs or liabilities associated with the Environmental Laws (including, without limitation, any capital or operating expenditures required for clean-up, closure of properties or compliance with Environmental Laws or any permit, license or approval, any related constraints on operating activities and any potential liabilities to third parties) which would, singly or in the aggregate, have a Material Adverse Effect.

(u) There are no contracts, agreements or understandings between the Company and any person granting such person the right to require the Company to file a registration statement under the Securities Act with respect to any securities of the Company or to require the Company to include such securities within the ADSs registered pursuant to the Registration Statement, except as described in the Time of Sale Prospectus or for those that have been irrevocably and validly waived by the respective holders thereof.

(v) Except as described in the Time of Sale Prospectus, the Company has not sold, issued or distributed any Ordinary Shares or American Depositary Shares during the six-month period preceding the date hereof, including any sales pursuant to Rule 144A under, or Regulation D or S of, the Securities Act, other than shares issued pursuant to employee benefit plans, qualified stock option plans or other employee compensation plans or pursuant to outstanding options, rights or warrants.

(w) Neither the Company nor any of its subsidiaries or affiliates, nor any director, officer, or employee, nor, to the Company’s knowledge, any agent or representative of the Company or of any of its subsidiaries or affiliates, has taken or will take any action in furtherance of an offer, payment, promise to pay, or authorization or approval of the payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any “government official” (including any officer or employee of a government or government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office) to influence official action or secure an improper advantage; and the Company and its subsidiaries and affiliates

have conducted their businesses in compliance with applicable anti-corruption laws and have instituted and maintain and will continue to maintain policies and procedures designed to promote and achieve compliance with such laws and with the representation and warranty contained herein.

(x) The operations of the Company and its subsidiaries are and have been conducted at all times in material compliance with all applicable financial recordkeeping and reporting requirements, including those of the Bank Secrecy Act, as amended by Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), and the applicable anti-money laundering statutes of jurisdictions where the Company and its subsidiaries conduct business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the “**Anti-Money Laundering Laws**”), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the best knowledge of the Company, threatened.

(y) (i) The Company represents that neither the Company nor any of its subsidiaries, nor any director, officer, or employee thereof, nor, to the Company’s knowledge, any agent, affiliate or representative of the Company or any of its subsidiaries, is an individual or entity (“**Person**”) that is, or is owned or controlled by a Person that is:

(A) the subject of any sanctions administered or enforced by the U.S. Department of Treasury’s Office of Foreign Assets Control (“**OFAC**”), the United Nations Security Council (“**UNSC**”), the European Union (“**EU**”), Her Majesty’s Treasury (“**HMT**”), or other relevant sanctions authority (collectively, “**Sanctions**”), nor

(B) located, organized or resident in a country or territory that is the subject of Sanctions (including, without limitation, Burma/Myanmar, Cuba, Iran, North Korea, Sudan and Syria).

(ii) The Company represents and covenants that it will not, directly or indirectly, use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other Person:

(A) to fund or facilitate any activities or business of or with any Person or in any country or territory that, at the time of such funding or facilitation, is the subject of Sanctions;

(B) in any other manner that will result in a violation of Sanctions by any Person (including any Person participating in the offering, whether as underwriter, advisor, investor or otherwise); or

(C) for the purpose of manufacturing, producing, processing or trading of any military goods or war materials.

(iii) The Company represents and covenants that it and its subsidiaries are not now knowingly engaged in, and will not engage in, any dealings or transactions with any Person, or in any country or territory, that at the time of the dealing or transaction is or was the subject of Sanctions.

(z) Except as disclosed in the Time of Sale Prospectus, (i) no person has the right, contractual or otherwise, to cause the Company to issue or sell to it any Ordinary Shares or shares of any other capital stock or other equity interests of the Company, (ii) no person has any preemptive rights, resale rights, rights of first refusal or other rights to purchase or otherwise acquire any Ordinary Shares or shares of any other capital stock of the Company and (iii) no person has the right to act as an underwriter or as a financial advisor to the Company in connection with the offer and sale of the ADSs.

(aa) There are no contracts, agreements or understandings to which the Company or any of its subsidiaries is a party that would give rise to a valid claim against the Company, any of its subsidiaries or any Underwriter for any finder's or broker's fee or agent's commission or other like payment.

(bb) Except as described in the Registration Statement, the Prospectus and the Time of Sale Prospectus, neither the Company nor any of its subsidiaries is engaged in any trading activities involving commodity contracts or other trading contracts which are not currently traded on a securities or commodities exchange and for which the market value cannot be determined.

(cc) Except as described in the Registration Statement, the Prospectus and the Time of Sale Prospectus, neither the Company nor any of its subsidiaries has entered into any memorandum of understanding, letter of intent, definitive agreement or any similar agreements with respect to a merger or consolidation or a material acquisition or disposition of assets, technologies, business units or businesses.

(dd) Except as disclosed in the Time of Sale Prospectus, no material indebtedness (actual or contingent) and no material contract or arrangement is outstanding between the Company or any of its subsidiaries and any director or executive officer of the Company or any of its subsidiaries or any person connected with such director or executive officer (including his/her spouse, infant children, any company or undertaking in which he/she holds a controlling interest); and there are no material relationships or transactions between the

Company or any of its subsidiaries on the one hand and its affiliates, officers and directors or their shareholders, customers or suppliers on the other hand which, although required to be disclosed, are not disclosed in the Time of Sale Prospectus.

(ee) Subsequent to the respective dates as of which information is given in each of the Registration Statement, the Prospectus and the Time of Sale Prospectus, (i) the Company and its subsidiaries have not incurred any material liability or obligation, direct or contingent, nor entered into any material transaction, (ii) the Company has not purchased any of its outstanding capital stock, nor declared, paid or otherwise made any dividend or distribution of any kind on its capital stock other than ordinary and customary dividends; and (iii) there has not been any material change in the capital stock or long-term debt of the Company and its subsidiaries, except in each case as described in each of the Registration Statement, the Prospectus and the Time of Sale Prospectus, respectively.

(ff) The Company and its subsidiaries have good and marketable land use rights to all real property and good and marketable title to all personal property owned by them, in each case free and clear of all liens, encumbrances and defects except such as do not materially affect the value of such property and do not interfere with the use made and proposed to be made of such property by the Company and its subsidiaries; and any real property and buildings held under lease by the Company and its subsidiaries are held by them under valid, subsisting and enforceable leases with such exceptions as are not material and do not interfere with the use made and proposed to be made of such property and buildings by the Company and its subsidiaries.

(gg) Each of the Company and its subsidiaries has all necessary licenses, franchises, concessions, consents, authorizations, approvals, orders, certificates and permits of and from, and has made all necessary declarations and filings with, all governmental agencies to own, lease, license and use its properties, assets and conduct its business in the manner described in the Time of Sale Prospectus, and such licenses, franchises, concessions, consents, authorizations, approvals, orders, certificates or permits contain no material restrictions or conditions not described in the Time of Sale Prospectus; and except as described in the Time of Sale Prospectus, neither the Company nor any of its subsidiaries has a reasonable basis to believe that any regulatory body is considering modifying, suspending or revoking any such licenses, consents, authorizations, approvals, orders, certificates or permits, and the Company and its subsidiaries are in compliance with the provisions of all such licenses, consents, authorizations, approvals, orders, certificates or permits, except where any non-compliance would not, individually or in the aggregate, have a Material Adverse Effect.

(hh) Neither the Company nor any of its subsidiaries is (i) in breach of or in default under any laws, regulations, rules, orders, decrees, guidelines or notices of the PRC, the Cayman Islands, the BVI or any other jurisdiction where it is incorporated or operates, (ii) in breach of or in default under any approval, consent, waiver, authorization, exemption, permission, endorsement or license granted by any court or governmental agency or body of any stock exchange authorities (“**Governmental Agency**”) in the PRC, the Cayman Islands, the BVI or any other jurisdiction where it is incorporated or operates, (iii) in violation of its memorandum of association, articles of association or other constitutive documents or (iv) in default in the performance or observance of any obligation, agreement, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which it is a party or by which it or any of its properties may be bound, except, with respect to (i), (ii) and (iv), where any default would not, individually or in the aggregate, have a Material Adverse Effect.

(ii) All dividends and other distributions declared and payable on the capital stock of the Company may under the current laws and regulations of the Cayman Islands and the PRC be paid to the Depositary or the holders of the ADSs without the necessity of obtaining any consents, approvals, authorizations, orders, registrations, clearances or qualifications of or with any Governmental Agency having jurisdiction over the Company or any of its subsidiaries or any of their respective properties (hereinafter referred to as “**Governmental Authorization**”) in the Cayman Islands or the PRC; except as described in the Time of Sale Prospectus, all such dividends and other distributions will not be subject to withholding or other taxes under the laws and regulations of the Cayman Islands or the PRC and are otherwise free and clear of any other tax, withholding or deduction in the Cayman Islands or the PRC.

(jj) All dividends and other distributions declared and payable on the capital stock of Linyang Solar Power Investment Holding Ltd. may under the current laws and regulations of the BVI be paid to the Company without the necessity of obtaining any Governmental Authorization in the BVI or the PRC; except as described in the Time of Sale Prospectus, all such dividends and other distributions will not be subject to withholding or other taxes under the laws and regulations of the BVI or the PRC and are otherwise free and clear of any other tax, withholding or deduction in the BVI or the PRC.

(kk) Except as disclosed in the Time of Sale Prospectus, dividends declared with respect to after tax retained earnings on the registered capital of Jiangsu Linyang Solarfun Co., Ltd. may under the current laws and regulations of the PRC be paid to Solarfun Power Hong Kong Limited in Renminbi that may be converted into U.S. dollars, subject to the successful completion of procedures required by the relevant PRC laws and regulations on foreign exchange for such remittances, and without the necessity of obtaining any Governmental Authorization in the PRC.

(ll) (i) Each of the Company and its subsidiaries owns, possesses, licenses or has other rights to use the patents and patent applications, copyrights, trademarks, service marks, trade names, Internet domain names, technology, know-how (including trade secrets and other unpatented and/or unpatentable proprietary rights) and other intellectual property necessary or used in any material respect to conduct its business in the manner in which it is being conducted and in the manner in which it is contemplated as set forth in the Time of Sale Prospectus (collectively, the “**Intellectual Property**”); (ii) none of the material copyrights owned or licensed by the Company or any of its subsidiaries, if any, is unenforceable or invalid; (iii) neither the Company nor any of its subsidiaries has received any notice of violation or conflict with asserted rights of others with respect to the Intellectual Property; (iv) there are no pending or, to the knowledge of the Company after due inquiry, threatened actions, suits, proceedings or claims by others that allege the Company or any of its subsidiaries is infringing any patent, trade secret, trademark, service mark, copyright or other intellectual property or proprietary right, except where such actions, suits, proceedings or claims would not, individually or in the aggregate, have a Material Adverse Effect; (v) the discoveries, inventions, products or processes of the Company and its subsidiaries referenced in the Time of Sale Prospectus do not violate or conflict with any intellectual property or proprietary right of any third person, or any discovery, invention, product or process that is the subject of a patent application filed by any third person; and (vi) the Company and its subsidiaries are not in breach of, and have complied in all material respects with all terms of, any license or other agreement relating to the Intellectual Property; to the extent any Intellectual Property is sublicensed to the Company or any of its subsidiaries by a third party, such third party has represented and warranted that it has a valid and enforceable license relating to such Intellectual Property and is permitted to sublicense such Intellectual Property to the Company; and there are no material contracts or other documents related to the Intellectual Property other than those described in the Time of Sale Prospectus.

(mm) (i) No material labor dispute with the employees of either the Company or its subsidiaries exists or, to the best knowledge of the Company is imminent; (ii) other than as described in the Time of Sale Prospectus, no union organizing activities are currently taking place concerning the employees of either the Company or its subsidiaries; and (iii) there is no existing or, to the best knowledge of the Company, threatened or imminent labor disturbance by the employees of any of its principal suppliers, manufacturers or contractors that could, singly or in the aggregate, have a Material Adverse Effect.

(nn) The Company and its subsidiaries maintain insurance covering their respective properties, operations, product liabilities, personnel and businesses as the Company reasonably deems adequate and in accordance with customary industry practice in the PRC; neither the Company nor any of its subsidiaries has reason to believe that it will not be able to renew any such insurance as and when such insurance expires.

(oo) Neither the Company nor any of its subsidiaries has sent or received any communication regarding termination of, or intent not to renew, any of the contracts or agreements referred to or described in the Time of Sale Prospectus or Prospectus, and no such termination or non-renewal has been threatened by the Company or any of its subsidiaries or any other party to any such contract or agreement.

(pp) The American Depositary Shares are listed on the NASDAQ Global Market (the “**NASDAQ**”) under the symbol “SOLF.”

(qq) Ernst & Young Hua Ming, who have audited certain financial statements of the Company and its subsidiaries, are independent public accountants of the Company as required by the Securities Act and the rules and regulations of the Commission thereunder and are independent in accordance with the requirements of the United States Public Company Accounting Oversight Board.

(rr) The consolidated financial statements, included or incorporated by reference in the Registration Statement, the Prospectus and the Time of Sale Prospectus together with the related notes and schedules thereto, present fairly in all material respects the financial position of each of the Company and its subsidiaries as at the dates indicated and the results of operations and statement of changes in financial position of the Company and its subsidiaries for the periods specified; such financial statements have been prepared in conformity with generally accepted accounting principles in the United States (“**U.S. GAAP**”) applied on a consistent basis during the periods involved.

(ss) The section entitled “Operating and Financial Review and Prospects — Critical Accounting Policies and Estimates” in the Time of Sale Prospectus accurately and fully describes (i) accounting policies that the Company believes are the most important in the portrayal of the Company’s financial condition and results of operations and that require management’s most difficult, subjective or complex judgments (“**Critical Accounting Policies**”), (ii) judgments and uncertainties affecting the application of Critical Accounting Policies and (iii) the likelihood that materially different amounts would be reported under different conditions or using different assumptions and an explanation thereof; the Company’s directors and management have reviewed and agreed with the selection, application and disclosure of the Company’s Critical Accounting Policies as described in the Registration Statement the Prospectus and the Time of Sale Prospectus and have consulted with its independent accountants with regard to such disclosure.

(tt) The sections entitled “Operating and Financial Review and Prospects” and “Recent Developments” in the Time of Sale Prospectus accurately and fully describe: (i) all material trends, demands, commitments, events, uncertainties and risks, and the potential effects thereof, that the Company believes would materially affect its liquidity and are reasonably likely to occur;

and (ii) all off-balance sheet transactions, arrangements and obligations, including, without limitation, relationships with unconsolidated entities, that are contractually limited to narrow activities that facilitate the transfer of or access to assets by the Company or any of its subsidiaries, such as structured finance entities and special purpose entities that are reasonably likely to have a material effect on the liquidity of the Company or any of its subsidiaries or the availability thereof or the requirements of the Company or any of its subsidiaries for capital resources.

(uu) The Company maintains a system of internal control over financial reporting (as such term is defined in Rule 13a-15(f) under the Exchange Act) that complies with the requirements of the Exchange Act and has been designed by the Company's principal executive officer and principal financial officer, or under their supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. As of December 31, 2009, the Company's internal control over financial reporting was effective and the Company is not aware of any material weaknesses in its internal control over financial reporting.

(vv) Since the date of the latest financial statements included or incorporated by reference in the Prospectus, there has been no significant adverse change in the Company's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

(ww) The Company has established and maintains disclosure controls and procedures (as such term is defined in Rule 13a-15(e) under the Exchange Act) that comply with the requirements of the Exchange Act; such disclosure controls and procedures have been designed to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to the Company's principal executive officer and principal financial officer by others within those entities and such disclosure controls and procedures are effective to perform the functions for which they were established.

(xx) The Company and each of its subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with U.S. GAAP and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences, and (v) the Company has made and kept books, records and accounts which, in

reasonable detail, accurately and fairly reflect the transactions and dispositions of assets of such entity.

(yy) There is and has been no material failure on the part of the Company and, to the best of its knowledge, any of the Company's directors or officers, in their capacities as such, to comply with any provisions of the Sarbanes-Oxley Act of 2002 and the rules and regulations in connection therewith (the "**Sarbanes-Oxley Act**"), including Section 402 relating to loans and Sections 302 and 906 relating to certifications.

(zz) Since the date of the latest financial statements included in the Time of Sale Prospectus, neither of the Company nor any of its subsidiaries has: (i) entered into or assumed any contract, (ii) incurred or agreed to incur any liability (including any contingent liability) or other obligation, (iii) assumed or acquired or agreed to assume or acquire any liabilities (including contingent liabilities), that would, in any of clauses (i) through (iii) above, be material to the Company and its subsidiaries and that are not otherwise described in the Time of Sale Prospectus.

(aaa) The statements set forth in the Registration Statement and the Prospectus under the captions "Description of Share Capital" and "Description of American Depositary Shares" insofar as they purport to constitute a summary of the terms of the Ordinary Shares and the American Depositary Shares, and under the captions "Enforceability of Civil Liabilities," "Taxation" and "Plan of Distribution," insofar as they purport to describe the provisions of the laws and documents referred to therein, are accurate, complete and fair in all material respects.

(bbb) Each "forward-looking statement" (within the meaning of Section 27A of the Securities Act or Section 21E of the Exchange Act) contained or incorporated by reference in the Registration Statement, the Prospectus and the Time of Sale Prospectus, if any, has been made or reaffirmed with a reasonable basis and in good faith.

(ccc) All statistical or market-related data included in the Registration Statement, the Prospectus and the Time of Sale Prospectus, if any, are based on or derived from sources that the Company reasonably believes to be reliable and accurate, and the Company has obtained the written consent to the use of such data from such sources to the extent required.

(ddd) The Company has provided or made available to you true, correct and complete copies of all documentation pertaining to any extension of credit in the form of a personal loan made, directly or indirectly, by the Company or any of its subsidiaries to any director or executive officer of the Company. Except as disclosed in the Registration Statement, the Prospectus and the Time of Sale Prospectus, since September 30, 2007, the Company has not, directly or indirectly, including through any of its subsidiaries, extended credit, arranged to

extend credit, or renewed any extension of credit, in the form of a personal loan, to or for any director or executive officer of the Company, or to or for any family member or affiliate of any director or executive officer of the Company.

(eee) No holder of any of the ADSs or Shares after the consummation of the transactions contemplated by this Agreement or the Deposit Agreement, is or will be subject to any personal liability in respect of any liability of the Company by virtue only of its holding of any such ADSs or Shares; and except as set forth in the Time of Sale Prospectus, there are no limitations on the rights of holders of the ADSs or Shares to hold, vote or transfer their Shares.

(fff) Except as otherwise described in the Registration Statement, the Prospectus and the Time of Sale Prospectus, all amounts payable by the Company in respect of the ADSs or the underlying Shares, or otherwise under this Agreement, shall be made free and clear of and without deduction for or on account of any taxes imposed, assessed or levied by the Cayman Islands, or any authority thereof or therein (except income taxes imposed by the Cayman Islands on payments hereunder to an Underwriter whose net income is subject to tax by the Cayman Islands or withholding, if any, in the ordinary course of such Underwriter's business) nor are any taxes imposed in the Cayman Islands on, or by virtue of the execution or delivery of, such documents, save and except that stamp duty may be payable if such documents are executed in or brought within the jurisdiction of the Cayman Islands.

(ggg) The Company and each of its subsidiaries have filed all tax returns required to be filed by the law of the jurisdictions where the Company and its subsidiaries are incorporated, managed or engage in business through the date of this Agreement or have requested extensions thereof (except where the failure to file would not, individually or in the aggregate, have a Material Adverse Effect) and have paid all taxes required to be paid thereon (except for cases in which the failure to file or pay would not have a Material Adverse Effect, or, except as currently being contested in good faith and for which reserves required by U.S. GAAP have been created in the financial statements of the Company), and no tax deficiency has been determined adversely to the Company or any of its subsidiaries which has had (nor does the Company nor any of its subsidiaries have any notice or knowledge of any tax deficiency which could reasonably be expected to be determined adversely to the Company or its subsidiaries and which could reasonably be expected to have) a Material Adverse Effect.

(hhh) The application of the net proceeds from the offering of the ADSs, and the Shares, as described in the Time of Sale Prospectus, will not contravene any provision of any current and applicable laws or the current constitutive documents of the Company or any of its subsidiaries or contravene the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement, note, lease or other agreement or instrument currently binding

upon the Company or any of its subsidiaries or any Governmental Authorization applicable to any of the Company or any of its subsidiaries.

(iii) No stamp or other issuance or transfer taxes or duties and no capital gains, incomes withholding or other taxes are payable by or on behalf of the Underwriters to the Cayman Islands, the BVI, the PRC or any political subdivision or taxing authority thereof in connection with the issuance, sale or delivery of the Shares to or by the Underwriters in the form of ADSs.

(jjj) Neither the Company nor any of its subsidiaries has taken, nor will it take any action which is designed to or which has constituted, under the Exchange Act or otherwise, stabilization or manipulation of the price of any security of the Company in connection with the offering of the ADSs.

(kkk) Neither of the Company nor any of its subsidiaries has any material obligation to provide retirement, healthcare, death or disability benefits to any of the present or past employees of the Company or any of its subsidiaries, or to any other person, except as disclosed in the Registration Statement, the Prospectus and the Time of Sale Prospectus.

(lll) The choice of laws of the State of New York as the governing law of this Agreement and the Deposit Agreement is a valid choice of law under the laws of the Cayman Islands and the PRC and will be honored by courts in the Cayman Islands and the PRC. The Company has the power to submit, and pursuant to Section 14 of this Agreement, has legally, validly, effectively and irrevocably submitted, to the non-exclusive jurisdiction of any New York State or United States Federal court sitting in the Borough of Manhattan, The City of New York (each, a “**New York Court**”), and has the power to designate, appoint and empower, and pursuant to Section 14 of this Agreement, has legally, validly and effectively designated, appointed and empowered an agent for service of process in any suit or proceeding based on or arising under this Agreement in any New York Court.

(mmm) The issuance and sale of the ADSs and the Shares represented thereby, the quotation and trading of the ADSs on the NASDAQ or the consummation of the transactions contemplated by this Agreement is not and will not be, as of the date hereof or as of each Closing Date, adversely affected by the Rules on Mergers and Acquisitions of Domestic Enterprises by Foreign Investors (the “**PRC M&A Rules**”) or any official clarifications, guidance, interpretations or implementation rules in connection with or related to the PRC M&A Rules.

(nnn) Each of the Company and its subsidiaries that were incorporated outside of the PRC has taken, or is in the process of taking, all reasonable steps to comply with, and to ensure compliance by each of its shareholders, option holders, directors, officers, employees and directed share participants of the Company’s initial public offering that is, or is directly or indirectly owned or controlled by, a PRC resident or citizen with any applicable rules and regulations

of the relevant PRC government agencies (including but not limited to the PRC Ministry of Commerce, the PRC National Development and Reform Commission and the PRC State Administration of Foreign Exchange) relating to overseas investment by PRC residents and citizens or overseas listing by offshore special purpose vehicles controlled directly or indirectly by PRC companies and individuals, such as the Company (the “**PRC Overseas Investment and Listing Regulations**”), including, without limitation, requesting each shareholder, option holder, director, officer, employees and directed shares participant of the Company’s initial public offering that is, or is directly or indirectly owned or controlled by, a PRC resident or citizen to complete any registration and other procedures required under applicable PRC Overseas Investment and Listing Regulations.

(ooo) This Agreement and the Deposit Agreement are in proper legal form under the laws of the Cayman Islands for the enforcement thereof in the Cayman Islands against the Company, and it is not necessary in order to ensure the legality, validity, enforcement or admissibility into evidence of this Agreement and the Deposit Agreement in the Cayman Islands that this Agreement or the Deposit Agreement be filed or recorded with any court or other authority in the Cayman Islands or that any tax or fee be paid in the Cayman Islands on or in respect of this Agreement, the Deposit Agreement or any other document, other than court costs, including (without limitation) filing fees and deposits to secure judgments.

2. *Agreements to Sell and Purchase.* The Company hereby agrees to sell to the several Underwriters, and each Underwriter, upon the basis of the representations and warranties herein contained, but subject to the conditions hereinafter stated, agrees, severally and not jointly, to purchase from the Company the respective numbers of Firm ADSs set forth in Schedule I hereto opposite its name at the purchase price set forth in Schedule II hereto (the “**Purchase Price**”).

On the basis of the representations and warranties contained in this Agreement, and subject to its terms and conditions, the Company agrees to sell to the Underwriters the Additional ADSs, and the Underwriters shall have the right to purchase, severally and not jointly, up to the number of Additional ADSs set forth in Schedule II hereto at the Purchase Price, *provided, however*, that the amount paid by the Underwriters for any Additional ADSs shall be reduced by an amount per share equal to any dividends declared by the Company and payable on the Firm ADSs but not payable on such Additional ADSs. You may exercise this right on behalf of the Underwriters in whole or from time to time in part by giving written notice not later than 30 days after the date of this Agreement. Any exercise notice shall specify the number of Additional ADSs to be purchased by the Underwriters and the date on which such Additional ADSs are to be purchased. Each purchase date must be at least one business day after the written notice is given and may not be earlier than the closing date for the Firm ADSs nor

later than ten business days after the date of such notice. Additional ADSs may be purchased as provided in Section 4 hereof solely for the purpose of covering over-allotments made in connection with the offering of the Firm ADSs. On each day, if any, that Additional ADSs are to be purchased, each Underwriter agrees, severally and not jointly, to purchase the number of Additional ADSs (subject to such adjustments to eliminate fractional shares as you may determine) that bears the same proportion to the total number of Additional ADSs to be purchased on such Option Closing Date as the number of Firm ADSs set forth in Schedule I hereto opposite the name of such Underwriter bears to the total number of Firm ADSs. The Firm ADSs and Additional ADSs are to be offered at the price set forth in Schedule II hereto (“**Public Offering Price**”).

3. *Public Offering* . The Company is advised by you that the Underwriters propose to make a public offering of their respective portions of the ADSs as soon after the Registration Statement and this Agreement have become effective as in your judgment is advisable. The Company is further advised by you that the ADSs are to be offered to the public upon the terms set forth in the Prospectus.

4. *Payment and Delivery*. Payment for the Firm ADSs shall be made to the Company in federal or other funds immediately available in New York City against delivery of such Firm ADSs for the accounts of the Underwriters at 10:00 a.m., New York Time on November 16, 2010, or at such other time on the same or such other date, not later than the fifth business day thereafter, as may be designated in writing by you. The time and date of such payment are hereinafter referred to as the “**Firm Closing Date** .”

Payment for any Additional ADSs shall be made to the Company in federal or other funds immediately available in New York City against delivery of such Additional ADSs for the accounts of the Underwriters at 10:00 a.m., New York Time on the date specified in the corresponding notice described in Section 2 or at such other time on the same or on such other date, in any event not later than the tenth business day thereafter, as may be designated in writing by you. The time and date of such payment are hereinafter referred to as the “**Option Closing Date** ,” and together with the “Firm Closing Date,” “**Closing Dates**” and each being a “**Closing Date** .”

The Firm ADSs and the Additional ADSs shall be registered in such names and in such denominations as you shall request in writing not later than one full business day prior to the relevant Closing Date, for the respective accounts of the several Underwriters, with any transfer taxes payable in connection with the transfer of the Shares to the Underwriters duly paid by the Company, against payment of the Purchase Price therefor.

5. *Conditions to the Underwriters’ Obligations* . The several obligations of the Underwriters are subject to the following conditions:

(a) Subsequent to the execution and delivery of this Agreement and prior to each Closing Date:

(i) there shall not have occurred any downgrading, nor shall any notice have been given of any intended or potential downgrading or of any review for a possible change that does not indicate the direction of the possible change, in the rating accorded any of the securities of the Company or any of its subsidiaries or in the rating outlook for the Company by any “nationally recognized statistical rating organization,” as such term is defined for purposes of Rule 436(g)(2) under the Securities Act; and

(ii) there shall not have occurred any change, or any development involving a prospective change, in the condition, financial or otherwise, or in the earnings, business or operations of the Company and its subsidiaries, taken as a whole, from that set forth in the Time of Sale Prospectus as of the date of this Agreement that, in your judgment, is material and adverse and that makes it, in your judgment, impracticable to market the Shares on the terms and in the manner contemplated in the Time of Sale Prospectus.

(b) The Underwriters shall have received on each Closing Date a certificate, dated such Closing Date and signed by an executive officer of the Company, to the effect set forth in Section 5(a)(i) above and to the effect that the representations and warranties of the Company contained in this Agreement are true and correct as of the Closing Date and that the Company has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied hereunder on or before the Closing Date.

The officer signing and delivering such certificate may rely upon the best of his or her knowledge as to proceedings threatened.

(c) The Underwriters shall have received on each Closing Date an opinion of Shearman & Sterling LLP, United States counsel for the Company, dated such Closing Date, in form and substance satisfactory to the Managers and to the effect set forth in Exhibit A. Such opinion shall be rendered to the Underwriters at the request of the Company and shall so state therein.

(d) The Underwriters shall have received on each Closing Date opinions of Maple and Calder, Cayman Islands and BVI counsel for the Company, dated such Closing Date, in form and substance satisfactory to the Managers and to the effect set forth in Exhibit B and Exhibit C. Such opinion shall be rendered to the Underwriters at the request of the Company and shall so state therein.

(e) The Underwriters shall have received on each Closing Date an opinion of Grandall Legal Group (Shanghai), PRC counsel for the Underwriters,

dated such Closing Date, in form and substance satisfactory to the Managers and to the effect set forth in Exhibit D.

(f) The Underwriters shall have received on each Closing Date an opinion of Davis Polk & Wardwell LLP, United States counsel for the Underwriters, dated such Closing Date, in form and substance satisfactory to the Managers.

(g) The Underwriters shall have received on each Closing Date an opinion of Emmet Marvin & Martin, counsel for the Depositary, dated such Closing Date, in form and substance satisfactory to the Managers and to the effect set forth in Exhibit E.

(h) The Underwriters shall have received, on each of the date hereof and each Closing Date, a letter dated the date hereof or such Closing Date, as the case may be, in form and substance satisfactory to the Underwriters, from Ernst & Young Hua Ming, independent public accountants, containing statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained in the Registration Statement, the Time of Sale Prospectus and the Prospectus, *provided* that the letter delivered on each Closing Date shall use a "cut-off date" not earlier than three days prior to such Closing Date.

(i) The "lock-up" agreements, each substantially in the form of Exhibit F hereto, between you and certain shareholder, officers and directors of the Company, each listed in Schedule III hereto, relating to sales and certain other dispositions of Ordinary Shares, American Depositary Shares or certain other securities, delivered to you on or before the date hereof, shall be in full force and effect on the Closing Date.

(j) The Deposit Agreement shall remain in full force and effect. The Company and the Depositary shall have taken all action necessary to permit the deposit of the Shares and the issuance of the ADSs corresponding to such Shares in accordance with the Deposit Agreement.

(k) On each Closing Date, the Depositary shall have furnished or caused to be furnished to the Underwriters a certificate satisfactory to the Managers of one of its authorized officers with respect to the deposit with it of the Shares represented by the ADSs against issuance of the ADRs evidencing the ADSs, the execution, issuance, countersignature and delivery of the ADRs evidencing the ADSs pursuant to the Deposit Agreement and such other matters related hereto as the Managers may reasonably request.

The several obligations of the Underwriters to purchase Additional ADSs hereunder are also subject to the delivery to you on the applicable Option Closing Date of such documents as you may reasonably request with respect to the good standing of the Company, the due authorization and issuance of the Additional

ADSs to be sold on such Option Closing Date and other matters related to the issuance of such Additional ADSs.

6. *Covenants of the Company* . The Company covenants with each Underwriter as follows:

(a) To furnish to you, without charge, a signed copy of the Registration Statement (including exhibits thereto and documents incorporated by reference therein) and to deliver to each of the Underwriters during the period mentioned in Section 6(e) or 6(f) below, as many copies of the Time of Sale Prospectus, the Prospectus, any documents incorporated by reference therein and any supplements and amendments thereto or to the Registration Statement as you may reasonably request.

(b) Before amending or supplementing the Registration Statement, the Time of Sale Prospectus or the Prospectus, to furnish to you a copy of each such proposed amendment or supplement and not to file any such proposed amendment or supplement to which you reasonably object.

(c) To furnish to you a copy of each proposed free writing prospectus to be prepared by or on behalf of, used by, or referred to by the Company and not to use or refer to any proposed free writing prospectus to which you reasonably object.

(d) Not to take any action that would result in an Underwriter or the Company being required to file with the Commission pursuant to Rule 433(d) under the Securities Act a free writing prospectus prepared by or on behalf of the Underwriter that the Underwriter otherwise would not have been required to file thereunder.

(e) If the Time of Sale Prospectus is being used to solicit offers to buy the ADSs at a time when the Prospectus is not yet available to prospective purchasers and any event shall occur or condition exist as a result of which it is necessary to amend or supplement the Time of Sale Prospectus in order to make the statements therein, in the light of the circumstances, not misleading, or if any event shall occur or condition exist as a result of which the Time of Sale Prospectus conflicts with the information contained in the Registration Statement then on file, or if, in the opinion of counsel for the Underwriters, it is necessary to amend or supplement the Time of Sale Prospectus to comply with applicable law, forthwith to prepare, file with the Commission and furnish, at its own expense, to the Underwriters and to any dealer upon request, either amendments or supplements to the Time of Sale Prospectus so that the statements in the Time of Sale Prospectus as so amended or supplemented will not, in the light of the circumstances when the Time of Sale Prospectus is delivered to a prospective purchaser, be misleading or so that the Time of Sale Prospectus, as amended or supplemented, will no longer conflict with the Registration Statement, or so that

the Time of Sale Prospectus, as amended or supplemented, will comply with applicable law.

(f) If, during such period after the first date of the public offering of the ADSs as in the opinion of counsel for the Underwriters the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) of the Securities Act) is required by law to be delivered in connection with sales by an Underwriter or dealer, any event shall occur or condition exist as a result of which it is necessary to amend or supplement the Prospectus in order to make the statements therein, in the light of the circumstances when the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) of the Securities Act) is delivered to a purchaser, not misleading, or if, in the opinion of counsel for the Underwriters, it is necessary to amend or supplement the Prospectus to comply with applicable law, forthwith to prepare, file with the Commission and furnish, at its own expense, to the Underwriters and to the dealers (whose names and addresses you will furnish to the Company) to which ADSs may have been sold by you on behalf of the Underwriters and to any other dealers upon request, either amendments or supplements to the Prospectus so that the statements in the Prospectus as so amended or supplemented will not, in the light of the circumstances when the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) of the Securities Act) is delivered to a purchaser, be misleading or so that the Prospectus, as amended or supplemented, will comply with applicable law.

(g) To endeavor to qualify the ADSs for offer and sale under the securities or Blue Sky laws of such jurisdictions as you shall reasonably request.

(h) To make generally available to the Company's security holders and to you as soon as practicable an earning statement covering a period of at least twelve months beginning with the first fiscal quarter of the Company occurring after the date of this Agreement which shall satisfy the provisions of Section 11(a) of the Securities Act and the rules and regulations of the Commission thereunder.

(i) To use its best efforts to effect and maintain the listing of the ADSs on the NASDAQ.

(j) To use the net proceeds received by it from the sale of the ADSs in the manner specified in the Time of Sale Prospectus.

(k) Whether or not the transactions contemplated in this Agreement are consummated or this Agreement is terminated, to pay or cause to be paid all expenses incident to the performance of its obligations under this Agreement, including: (i) the fees, disbursements and expenses of the Company's counsel, the Company's accountants and the Underwriters' PRC counsel in connection with the issuance, delivery and sale of the ADSs under the Securities Act and all other fees or expenses in connection with the preparation and filing of the Registration Statement, any preliminary prospectus, the Time of Sale Prospectus, the

Prospectus, any free writing prospectus prepared by or on behalf of, used by, or referred to by the Company and amendments and supplements to any of the foregoing, including the filing fees payable to the Commission relating to the ADSs (within the time required by Rule 456 (b)(1), if applicable), all printing costs associated therewith, and the mailing and delivering of copies thereof to the Underwriters and dealers, in the quantities hereinabove specified, (ii) all costs and expenses related to the transfer and delivery of the ADSs to the Underwriters, including any transfer or other taxes payable thereon, (iii) the cost of printing or producing any Blue Sky or legal investment memorandum in connection with the offer and sale of the ADSs under state securities laws and all expenses in connection with the qualification of the ADSs for offer and sale under state securities laws as provided in Section 6(g) hereof, including filing fees and the reasonable fees and disbursements of counsel for the Underwriters in connection with such qualification and in connection with the Blue Sky or legal investment memorandum, (iv) the cost of printing certificates representing the Shares, (v) the costs and charges of any transfer agent, registrar or depositary, (vi) the costs and expenses of the Company relating to investor presentations on any “road show” undertaken in connection with the marketing of the offering of the ADSs, including, without limitation, expenses associated with the preparation or dissemination of any electronic road show, expenses associated with the production of road show slides and graphics, fees and expenses of any consultants engaged in connection with the road show presentations with the prior approval of the Company, travel and lodging expenses of the representatives and officers of the Company and any such consultants, and the cost of any aircraft chartered in connection with the road show, (vii) the document production charges and expenses associated with printing this Agreement and (viii) all other costs and expenses incident to the performance of the obligations of the Company hereunder for which provision is not otherwise made in this Section. It is understood, however, that except as provided in this Section, Section 8 entitled “Indemnity and Contribution” and the last paragraph of Section 10 below, the Underwriters will pay all of their costs and expenses, including fees and disbursements of their United States counsel, stock transfer taxes payable on resale of any of the ADSs by them and any advertising expenses connected with any offers they may make.

(l) If the third anniversary of the initial effective date of the Registration Statement occurs before all the ADSs have been sold by the Underwriters, prior to the third anniversary to file a new shelf registration statement and to take any other action necessary to permit the public offering of the ADSs to continue without interruption; references herein to the Registration Statement shall include the new registration statement declared effective by the Commission;

(m) Not to take any action prohibited by Regulation M under the Exchange Act in connection with the distribution of the ADSs contemplated hereby.

(n) To indemnify and hold the Underwriters harmless against any documentary, stamp or similar issuance or transfer taxes, duties or fees and any transaction levies, commissions or brokerage charges, including any interest and penalties, which are or may be required to be paid in connection with the creation, allotment, issuance, offer and distribution of the ADSs and the execution, delivery and performance of the this Agreement.

The Company also covenants with each Underwriter that, without the prior written consent of the Managers with the authorization to release this lock-up on behalf of the Underwriters, it will not, during the restricted period set forth in Schedule II hereto, (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any Ordinary Shares, American Depositary Shares or any securities convertible into or exercisable or exchangeable for Ordinary Shares or American Depositary Shares; (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Ordinary Shares or American Depositary Shares; whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Ordinary Shares, American Depositary Shares or such other securities, in cash or otherwise; or (3) file any registration statement with the Commission relating to the offering of any Ordinary Shares or American Depositary Shares or any securities convertible into or exercisable or exchangeable for Ordinary Shares or American Depositary Shares. The foregoing sentence shall not apply to (a) the Ordinary Shares or ADSs to be sold hereunder, (b) any issuance by the Company of Ordinary Shares or American Depositary Shares upon the exercise of an option or warrant or pursuant to the employee equity incentive plans or the conversion of a security outstanding on the date hereof of which the Underwriters have been advised in writing, (c) any issuance by the Company of Ordinary Shares or American Depositary Shares to Hanwha Solar Holdings Co., Ltd. as disclosed in the Time of Sale Prospectus, (d) the registration of any Ordinary Shares or American Depositary Shares pursuant to any registration rights outstanding on the date hereof, or (e) the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of Ordinary Shares or American Depositary Shares, *provided* that such plan does not provide for the transfer of Ordinary Shares or American Depositary Shares during the 90-day restricted period and no public announcement or filing under the Exchange Act regarding the establishment of such plan shall be required of or voluntarily made by or on behalf of the undersigned or the Company. Notwithstanding the foregoing, if (1) during the last 17 days of the 90-day restricted period the Company issues an earnings release or material news or a material event relating to the Company occurs; or (2) prior to the expiration of the 90-day restricted period, the Company announces that it will release earnings results during the 16 day period beginning on the last day of the 90-day restricted period, the restrictions imposed by this agreement shall continue to apply until the expiration of the 18-day period beginning on the issuance of the earnings release or the occurrence of the material

news or material event. The Company shall promptly notify the Managers of any earnings release, news or event that may give rise to an extension of the initial 90-day restricted period.

7. *Covenants of the Underwriters* . Each Underwriter severally covenants with the Company not to take any action that would result in the Company being required to file with the Commission under Rule 433(d) a free writing prospectus prepared by or on behalf of such Underwriter that otherwise would not be required to be filed by the Company thereunder, but for the action of the Underwriter

8. *Indemnity and Contribution*. (a) The Company agrees to indemnify and hold harmless each Underwriter, each person, if any, who controls any Underwriter within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act and each affiliate of any Underwriter within the meaning of Rule 405 under the Securities Act from and against any and all losses, claims, damages and liabilities (including, without limitation, any legal or other expenses reasonably incurred in connection with defending or investigating any such action or claim) caused by any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or any amendment thereof, any preliminary prospectus, the Time of Sale Prospectus, any issuer free writing prospectus as defined in Rule 433(h) under the Securities Act, any Company information that the Company has filed, or is required to file, pursuant to Rule 433(d) under the Securities Act, or the Prospectus or any amendment or supplement thereto, or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as such losses, claims, damages or liabilities are caused by any such untrue statement or omission or alleged untrue statement or omission based upon information relating to any Underwriter furnished to the Company in writing by such Underwriter through you expressly for use therein.

(b) Each Underwriter agrees, severally and not jointly, to indemnify and hold harmless the Company, its directors, its officers who sign the Registration Statement and each person, if any, who controls the Company within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act to the same extent as the foregoing indemnity from the Company to such Underwriter, but only with reference to information relating to such Underwriter furnished to the Company in writing by such Underwriter through you expressly for use in the Registration Statement, any preliminary prospectus, the Time of Sale Prospectus, any issuer free writing prospectus or the Prospectus or any amendment or supplement thereto.

(c) In case any proceeding (including any governmental investigation) shall be instituted involving any person in respect of which indemnity may be sought pursuant to Section 8(a) or 8(b), such person (the “ **indemnified party** ”)

shall promptly notify the person against whom such indemnity may be sought (the “ **indemnifying party** ”) in writing and the indemnifying party, upon request of the indemnified party, shall retain counsel reasonably satisfactory to the indemnified party to represent the indemnified party and any others the indemnifying party may designate in such proceeding and shall pay the fees and disbursements of such counsel related to such proceeding. In any such proceeding, any indemnified party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the indemnifying party and the indemnified party shall have mutually agreed to the retention of such counsel or (ii) the named parties to any such proceeding (including any impleaded parties) include both the indemnifying party and the indemnified party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood that the indemnifying party shall not, in respect of the legal expenses of any indemnified party in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all such indemnified parties and that all such fees and expenses shall be reimbursed as they are incurred. Such firm shall be designated in writing by the Managers, in the case of parties indemnified pursuant to Section 8(a), and by the Company, in the case of parties indemnified pursuant to Section 8(b). The indemnifying party shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party from and against any loss or liability by reason of such settlement or judgment. Notwithstanding the foregoing sentence, if at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel as contemplated by the second and third sentences of this paragraph, the indemnifying party agrees that it shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 30 days after receipt by such indemnifying party of the aforesaid request and (ii) such indemnifying party shall not have reimbursed the indemnified party in accordance with such request prior to the date of such settlement. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened proceeding in respect of which any indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party, unless such settlement includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such proceeding.

(d) To the extent the indemnification provided for in Section 8(a) or 8(b) is unavailable to an indemnified party or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then each indemnifying party under such paragraph, in lieu of indemnifying such indemnified party thereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (i) in such proportion as is

appropriate to reflect the relative benefits received by the Company on the one hand and the Underwriters on the other hand from the offering of the ADSs and the Shares or (ii) if the allocation provided by clause 8(d)(i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause 8(d)(i) above but also the relative fault of the Company on the one hand and of the Underwriters on the other hand in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Underwriters on the other hand in connection with the offering of the Shares shall be deemed to be in the same respective proportions as the net proceeds from the offering of the Shares (before deducting expenses) received by the Company and the total underwriting discounts and commissions received by the Underwriters bear to the aggregate public offering price of the ADSs set forth in the Prospectus. The relative fault of the Company on the one hand and the Underwriters on the other hand shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or by the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Underwriters' respective obligations to contribute pursuant to this Section 8 are several in proportion to the respective number of ADSs they have purchased hereunder, and not joint.

(e) The Company and the Underwriters agree that it would not be just or equitable if contribution pursuant to this Section 8 were determined by *pro rata* allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in Section 8(d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages and liabilities referred to in Section 8(d) shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 8, no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the ADSs underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages that such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The remedies provided for in this Section 8 are not exclusive and shall not limit any rights or remedies which may otherwise be available to any indemnified party at law or in equity.

(f) The indemnity and contribution provisions contained in this Section 8 and the representations, warranties and other statements of the Company contained in this Agreement shall remain operative and in full force and effect regardless of (i) any termination of this Agreement, (ii) any investigation made by or on behalf of any Underwriter, any person controlling any Underwriter or any affiliate of any Underwriter or by or on behalf of the Company, its officers or directors or any person controlling the Company and (iii) acceptance of and payment for any of the ADSs.

9. *Termination* . The Underwriters may terminate this Agreement by notice given by you to the Company, if after the execution and delivery of this Agreement and prior to the Closing Date (i) trading generally shall have been suspended or materially limited on, or by, as the case may be, any of the New York Stock Exchange, the NASDAQ Global Market, The Stock Exchange of Hong Kong Limited or the London Stock Exchange, (ii) trading of any securities of the Company shall have been suspended on the NASDAQ Global Market, (iii) a material disruption in securities settlement, payment or clearance services in the United States shall have occurred, (iv) any moratorium on commercial banking activities shall have been declared by Federal or New York State or the relevant authorities in London, the Cayman Islands, Hong Kong or the PRC or (v) there shall have occurred any outbreak or escalation of hostilities, or any change in financial markets, currency exchange rates or controls or any calamity or crisis that, in your judgment, is material and adverse and which, singly or together with any other event specified in this clause (v), makes it, in your judgment, impracticable or inadvisable to proceed with the offer, sale or delivery of the ADSs on the terms and in the manner contemplated in the Time of Sale Prospectus or the Prospectus.

10. *Effectiveness; Defaulting Underwriters* . This Agreement shall become effective upon the execution and delivery hereof by the parties hereto.

If, on a Closing Date, any one or more of the Underwriters shall fail or refuse to purchase ADSs that it has or they have agreed to purchase hereunder on such date, and the aggregate number of ADSs which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase is not more than one-tenth of the aggregate number of the ADSs to be purchased on such date, the other Underwriters shall be obligated severally in the proportions that the number of Firm ADSs set forth opposite their respective names in Schedule II bears to the aggregate number of Firm ADSs set forth opposite the names of all such non-defaulting Underwriters, or in such other proportions as you may specify, to purchase the ADSs which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase on such date; *provided* that in no event shall the number of ADSs that any Underwriter has agreed to purchase pursuant to this Agreement be increased pursuant to this Section 10 by an amount in excess of one-ninth of such number of ADSs without the written consent of such Underwriter. If, on the Firm Closing Date, any Underwriter or Underwriters shall

fail or refuse to purchase Firm ADSs and the aggregate number of Firm ADSs with respect to which such default occurs is more than one-tenth of the aggregate number of Firm ADSs to be purchased on such date, and arrangements satisfactory to you and the Company for the purchase of such Firm ADSs are not made within 36 hours after such default, this Agreement shall terminate without liability on the part of any non-defaulting Underwriter or the Company. In any such case either you or the Company shall have the right to postpone the Firm Closing Date, but in no event for longer than seven days, in order that the required changes, if any, in the Registration Statement, in the Time of Sale Prospectus, in the Prospectus or in any other documents or arrangements may be effected. If, on an Option Closing Date, any Underwriter or Underwriters shall fail or refuse to purchase Additional ADSs and the aggregate number of Additional ADSs with respect to which such default occurs is more than one-tenth of the aggregate number of Additional ADSs to be purchased on such Option Closing Date, the non-defaulting Underwriters shall have the option to (i) terminate their obligation hereunder to purchase the Additional ADSs to be sold on such Option Closing Date or (ii) purchase not less than the number of Additional ADSs that such non-defaulting Underwriters would have been obligated to purchase in the absence of such default. Any action taken under this paragraph shall not relieve any defaulting Underwriter from liability in respect of any default of such Underwriter under this Agreement.

If this Agreement shall be terminated by the Underwriters, or any of them, because of any failure or refusal on the part of the Company to comply with the terms or to fulfill any of the conditions of this Agreement, or if for any reason the Company shall be unable to perform its obligations under this Agreement, other than as the result of the termination of this Agreement by the Underwriters pursuant to Section 9 hereof or any failure or refusal on the part of the Underwriters to comply with the terms of this Agreement, the Company will reimburse the Underwriters or such Underwriters as have so terminated this Agreement with respect to themselves, severally, for all out-of-pocket expenses (including the fees and disbursements of their counsel) reasonably incurred by such Underwriters in connection with this Agreement or the offering contemplated hereunder.

11. *Entire Agreement*. (a) This Agreement, together with any contemporaneous written agreements and any prior written agreements (to the extent not superseded by this Agreement) that relate to the offering of the ADSs, represents the entire agreement between the Company and the Underwriters with respect to the preparation of any preliminary prospectus, the Time of Sale Prospectus, the Prospectus, the conduct of the offering, and the purchase and sale of the ADSs.

(b) The Company acknowledges that in connection with the offering of the ADSs: (i) the Underwriters have acted at arms length, are not agents of, and owe no fiduciary duties to, the Company or any other person, (ii) the

Underwriters owe the Company only those duties and obligations set forth in this Agreement and prior written agreements (to the extent not superseded by this Agreement), if any, and (iii) the Underwriters may have interests that differ from those of the Company. The Company waives to the full extent permitted by applicable law any claims it may have against the Underwriters arising from an alleged breach of fiduciary duty in connection with the offering of the ADSs.

12. *Counterparts* . This Agreement may be signed in two or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

13. *Applicable Law* . This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

14. *Submission to Jurisdiction; Appointment of Agent for Service* . (a) Each of the parties hereto irrevocably submits to the non-exclusive jurisdiction of any New York State or United States Federal court sitting in the Borough of Manhattan, The City of New York (each a “ **New York Court** ”) over any suit, action or proceeding arising out of or relating to this Agreement, the Time of Sale Prospectus, the Prospectus, the Deposit Agreement, or the offering of the ADSs. The Company irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any such suit, action or proceeding brought in such a court and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum. To the extent that the Company has or hereafter may acquire any immunity (on the grounds of sovereignty or otherwise) from the jurisdiction of any court or from any legal process with respect to itself or its property, the Company irrevocably waives, to the fullest extent permitted by law, such immunity in respect of any such suit, action or proceeding.

(b) The Company hereby irrevocably appoints CT Corporation System, with offices at 111 Eighth Ave., New York, New York 10011 as its agent for service of process in any suit, action or proceeding described in the preceding paragraph and agrees that service of process in any such suit, action or proceeding may be made upon it at the office of such agent. The Company waives, to the fullest extent permitted by law, any other requirements of or objections to personal jurisdiction with respect thereto. The Company represents and warrants that such agent has agreed to act as the Company’s agent for service of process, and the Company agrees to take any and all action, including the filing of any and all documents and instruments, that may be necessary to continue such appointment in full force and effect.

15. *Judgment Currency* . If for the purposes of obtaining judgment in any court it is necessary to convert a sum due hereunder into any currency other than United States dollars, the parties hereto agree, to the fullest extent permitted by law, that the rate of exchange used shall be the rate at which in accordance with normal banking procedures the Underwriter could purchase United States

dollars with such other currency in The City of New York on the business day preceding that on which final judgment is given. The obligation of the Company with respect to any sum due from it to any Underwriter or any person controlling such Underwriter shall, notwithstanding any judgment in a currency other than United States dollars, not be discharged until the first business day following receipt by such Underwriter or controlling person of any sum in such other currency, and only to the extent that such Underwriter or controlling person may in accordance with normal banking procedures purchase United States dollars with such other currency. If the United States dollars so purchased are less than the sum originally due to each Underwriter or controlling person hereunder, the Company agrees as a separate obligation and notwithstanding any such judgment, to indemnify such Underwriter or controlling person against such loss. If the United States dollars so purchased are greater than the sum originally due to any Underwriter or controlling person hereunder, such Underwriter or controlling person agrees to pay to the Company an amount equal to the excess of the dollars so purchased over the sum originally due to such Underwriter or controlling person hereunder.

16. *Foreign Taxes* . The Company further agrees that all amounts payable under this Agreement are exclusive of any current or future taxes (including but not limited to valued added tax, goods and services tax, business tax, withholding tax, stamp duty, any other taxes and charges, and interests and penalties thereon, imposed by any Governmental Agency, collectively the “Taxes,” for the avoidance of doubt, except for income taxes that are imposed on the net income of the Underwriters in the ordinary course of its business) and all amounts shall be paid free and clear of any deduction or withholding. The Company agrees that it shall be responsible for all Taxes as well as all applicable compliance and regulatory obligations which may arise from or in connection with this Agreement. If any Taxes shall be due, or if the Company shall be required by applicable law to make any deduction or withholding on account of Taxes, then it shall pay such additional amounts so that the net amount received by the Underwriters is not less than the amount provided for herein. The Company shall promptly deliver to the Underwriters all official tax receipts evidencing payment of the Taxes.

17. *Headings* . The headings of the sections of this Agreement have been inserted for convenience of reference only and shall not be deemed a part of this Agreement.

18. *Notices* . All communications hereunder shall be in writing and effective only upon receipt and if to the Underwriters shall be delivered, mailed or sent to you at the address set forth in Schedule II hereto; and if to the Company shall be delivered, mailed or sent to the address set forth in Schedule II hereto.

[Signature page follows]

Very truly yours,
Solarfun Power Holdings Co., Ltd.

By: /s/ Ping Peter Xie

Name: Ping Peter Xie

Title: Chief Executive Officer

Accepted as of the date hereof

Morgan Stanley & Co. International plc UBS Securities LLC

Acting severally on behalf of themselves and the several Underwriters
named in Schedule I hereto.

By: Morgan Stanley & Co. International plc

By: /s/ Crawford Jamieson
Name: Crawford Jamieson
Title: Managing Director

By: UBS Securities LLC

By: /s/ Saurabh Beniwal
Name: Saurabh Beniwal
Title: Managing Director

By: /s/ Leo Wang
Name: Leo Wang
Title: Associate Director

Form of Lock-Up Letter

November __, 2010

Morgan Stanley & Co. International plc
25 Cabot Square, Canary Wharf
London, E14 4QA, England

UBS Securities LLC
299 Park Avenue
New York, New York 10171-0026

for themselves and as the Managers of the several underwriters named in Schedule I to the Underwriting Agreement referred below

Ladies and Gentlemen:

The undersigned understands that Morgan Stanley & Co. International plc and UBS Securities LLC (the “**Managers**”) propose to enter into an Underwriting Agreement (the “**Underwriting Agreement**”) with Solarfun Power Holdings Co., Ltd., an exempted company with limited liability incorporated under the laws of the Cayman Islands (the “**Company**”), providing for the public offering (the “**Public Offering**”) by the several underwriters named in Schedule I thereto (the “**Underwriters**”) of up to 9,200,000 American Depositary Shares representing up to 46,000,000 ordinary shares, par value US\$0.0001 per share, of the Company. The ordinary shares, par value US\$0.0001 per share, of the Company to be outstanding after giving effect to the sales contemplated thereby are hereinafter referred to as the “**Ordinary Shares**.”

To induce the Underwriters that may participate in the Public Offering to continue their efforts in connection with the Public Offering, the undersigned hereby agrees that, without the prior written consent of the Managers on behalf of the Underwriters, it will not, during the period commencing on the date hereof and ending 90 days after the date of the final prospectus relating to the Public Offering (the “**Prospectus**”), (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any Ordinary Shares or American Depositary Shares beneficially owned (as such term is used in Rule 13d-3 of the Securities Exchange

Act of 1934, as amended (the “ **Exchange Act** ”)) by the undersigned or any other securities so owned convertible into or exercisable or exchangeable for Ordinary Shares or American Depositary Shares, (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Ordinary Shares or American Depositary Shares, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Ordinary Shares, American Depositary Shares or such other securities, in cash or otherwise. In addition, the undersigned agrees that, without the prior written consent of Managers on behalf of the Underwriters, it will not, during the period commencing on the date hereof and ending 90 days after the date of the Prospectus, make any demand for or exercise any right with respect to, the registration of any Ordinary Shares or American Depositary Shares or any security convertible into or exercisable or exchangeable for Ordinary Shares or American Depositary Shares. The restrictions described in the foregoing sentences shall not apply to (a) transactions relating to Ordinary Shares, American Depositary Shares or other securities acquired in open market transactions after the completion of the Public Offering, *provided* that no filing under the Exchange Act shall be required or shall be voluntarily made in connection with subsequent sales of Ordinary Shares or American Depositary Shares or other securities acquired in such open market transactions, (b) transfers to an affiliate or a family member of the undersigned or a trust created for the benefit of the undersigned or family member, or transfers of any Ordinary Shares, American Depositary Shares or any security convertible into Ordinary Shares or American Depositary Shares as a bona fide gift, or (c) distributions of any Ordinary Shares, American Depositary Shares or any security convertible into Ordinary Shares or American Depositary Shares to limited partners or stockholders of the undersigned; *provided* that in the case of any transfer or distribution pursuant to clause (b) or (c), each donee or distributee shall sign and deliver a lock-up letter substantially in the form of this letter, (d) transfers by operation of laws, or (e) the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of Ordinary Shares or American Depositary Shares, *provided* that such plan does not provide for the transfer of Ordinary Shares or American Depositary Shares during the restricted period and no public announcement or filing under the Exchange Act regarding the establishment of such plan shall be required of or voluntarily made by or on behalf of the undersigned or the Company. The undersigned also agrees and consents to the entry of stop transfer instructions with the Company’s transfer agent and registrar against the transfer of the undersigned’s Ordinary Shares or American Depositary Shares except in compliance with the foregoing restrictions.

If:

(1) during the last 17 days of the restricted period the Company issues an earnings release or material news or a material event relating to the Company occurs; or

(2) prior to the expiration of the restricted period, the Company announces that it will release earnings results during the 16-day period beginning on the last day of the restricted period;

the restrictions imposed by this agreement shall continue to apply until the expiration of the 18-day period beginning on the issuance of the earnings release or the occurrence of the material news or material event.

The undersigned shall not engage in any transaction that may be restricted by this agreement during the 34-day period beginning on the last day of the initial restricted period unless the undersigned requests and receives prior written confirmation from the Company or the Managers that the restrictions imposed by this agreement have expired.

The undersigned understands that the Company and the Underwriters are relying upon this agreement in proceeding toward consummation of the Public Offering. The undersigned further understands that this agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors and assigns.

Whether or not the Public Offering actually occurs depends on a number of factors, including market conditions. Any Public Offering will only be made pursuant to an Underwriting Agreement, the terms of which are subject to negotiation between the Company and the Underwriters.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has hereunto executed this letter.

Very truly yours,

(Name)

(Title)

Subscription Agreement

THIS SUBSCRIPTION AGREEMENT (this “Agreement”) is made as of November 9, 2010, by and between Solarfun Power Holdings Co., Ltd., an exempted company incorporated and validly existing with limited liability under the laws of Cayman Islands (the “Company”), and Hanwha Solar Holdings Co., Ltd., an exempted company incorporated and validly existing with limited liability under the laws of Cayman Islands (the “Investor”).

RECITALS

WHEREAS, the Company has filed a registration statement on Form F-3, as amended, on June 27, 2008 and has filed or plans to file a preliminary prospectus supplement and a Rule 462(b) registration statement on or about the date hereof with the United States Securities and Exchange Commission (the “SEC”) in connection with the offering by the Company of American Depositary Shares (the “Offered ADSs”), each representing five (5) ordinary shares of the Company, par value \$0.0001 per share (the “Ordinary Shares”) (the “Offering”);

WHEREAS, the Company entered into a shareholder agreement with the Investor on September 16, 2010 (the “Shareholder Agreement”), pursuant to Section 3.1 of which the Investor has the right to purchase in connection with the Offering a certain number of Ordinary Shares from the Company;

WHEREAS, pursuant to Section 3.1 of the Shareholder Agreement and contingent upon the closing of the Offering, the Investor wishes to acquire Ordinary Shares from the Company in a transaction exempt from registration pursuant to Regulation S of the U.S. Securities Act of 1933, as amended (“Regulation S” and the “Securities Act”, respectively).

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises hereinafter set forth, the parties hereto agree as follows:

1. Investment.

Pursuant to Regulation S and contingent upon the closing of the Offering and the closing of any exercise of the over-allotment option relating thereto (each, a “Closing”) of the Offering, the Company agrees to sell and the Investor agrees to buy a certain number of Ordinary Shares (the “Placed Shares”) from the Company that will result in the Investor maintaining after each such Closing the same level of beneficial ownership in the Company as it had immediately prior to the Offering, at a per Ordinary Share price (the “Purchase Price”) equal to 20% (reflecting the 5-to-1 ordinary share to ADS ratio) of the public offering price set forth on the cover of the prospectus supplement in connection with the Offering. For the purpose of calculating the number of the Placed Shares, the Additional Shares (as defined in the Share Issuance and Repurchase Agreement dated September 16, 2010, by and between the parties hereto) shall be deemed to have been issued to, and beneficially owned by, the Investor.

2. Conditions.

The Investor's and the Company's obligations under Section 1 of this Agreement are conditional upon and shall not become effective until each Closing. For the avoidance of doubt, under no circumstances shall the Investor's beneficial ownership in the Company be increased to a level that would constitute a "make-whole change of control" or "change in control," as such terms are defined in the Indenture dated as of January 28, 2008 by and between the Company and The Bank of New York, as a result of the execution or performance of this Agreement.

3. Settlement.

Subject to Section 2 of this Agreement, settlement of the Investor's purchase of the Placed Shares pursuant to Section 1 of this Agreement will take place no later than the earlier of (i) seven (7) days after the date of each Closing, and (ii) immediately prior to the occurrence of any event or circumstance that results in a reduction in the beneficial ownership of the Investor in the Company to a level that negatively impacts any of the rights of the Investor under the Shareholder Agreement. On each such settlement date, the Investor shall pay to the Company via wire transfer of immediately available funds an amount equal to the Purchase Price multiplied by the number of Placed Shares purchased by the Investor in order to maintain after such Closing the same level of beneficial ownership in the Company as it had immediately prior to the Offering, and the Company shall deliver or cause to be delivered to the Investor a copy of the executed irrevocable instructions to Maples Finance Limited, the principal share registrar of the Company (the "Share Registrar"), instructing the Share Registrar to issue such Placed Shares to the Investor, and to deliver to the Investor at the address listed on the signature page to this Agreement, on an expedited basis, a certificate evidencing such Placed Shares, registered in the name of the Investor and an updated register of members of the Company.

4. Representations and Warranties.

4.1 The Investor hereby represents and warrants to the Company that:

(i) it has the right, corporate power and authority to enter into this Agreement, and that this Agreement, when executed and delivered, will constitute a valid and legally binding obligation of the Investor;

(ii) it is not a U.S. Person (as defined in Rule 902 of Regulation S);

(iii) it is acquiring the Placed Shares in an offshore transaction in reliance on Regulation S;

(iv) it understands that the Placed Shares are "restricted securities" and have not been registered under the Securities Act or any applicable state securities law and is acquiring the Placed Shares as principal for its own account and not with a view to or for distributing or reselling such Placed Shares or any part thereof in violation of the Securities Act or any applicable state securities law, has no present intention of distributing any of such Placed Shares in violation of the Securities Act or any applicable state securities law and has no direct or indirect arrangement or understandings with any other persons regarding the distribution or

resale of such Placed Shares (this representation and warranty not limiting the Investor's right to sell the Placed Shares pursuant to a Registration Statement or otherwise in compliance with applicable federal and state securities laws) in violation of the Securities Act or any applicable state securities law. The Investor does not presently have any agreement, plan or understanding, directly or indirectly, with any person to distribute or effect any distribution of any of the Placed Shares (or any securities which are derivatives thereof) to or through any person or entity; and

(v) the Placed Shares purchased pursuant to this Agreement will be subject to the transfer restrictions set forth in Section 3.8 of the Shareholder Agreement and any additional lock-up agreements it entered into in connection with the Offering.

4.2 The Company hereby represents and warrants to the Investor that:

(i) The Company has been duly incorporated as a corporation with limited liability and is validly existing under the laws of Cayman Islands.

(ii) The Company has the right, corporate power and authority and has taken all actions required, including obtaining of all necessary governmental or regulatory approvals and consents from third parties, in order to execute and deliver, and to exercise their respective rights and perform their respective obligations under this Agreement and the transactions contemplated hereunder.

(iii) This Agreement has been duly authorized, executed and delivered by the Company and constitutes valid, legal and binding obligations of the Company enforceable in accordance with its terms.

(iv) Neither the execution of this Agreement, nor the performance by the Company or its respective obligations under this Agreement (a) violates or will violate its memorandum and articles of association or other organizational documents, (b) violates or will violate any law, rule or regulation or any jurisdiction or stock exchange where its ADSs are listed, (c) conflicts with or results in a breach of any agreement of the Company or to which the Company or any of its respective assets are bound or will be bound, except where such violation, conflicts or breach will not have an adverse material effect on the Company, or (d) requires the consent or waiver of any third party.

(v) No directed selling efforts (as defined in Rule 902 of Regulation S) have been made by the Company, any of its affiliates or any person acting on its behalf with respect to any Placed Shares that are not registered under the Securities Act; and none of such persons has taken any actions that would result in the sale of the Placed Shares to the Investor under this Agreement requiring registration under the Securities Act.

(vi) The Placed Shares have been duly authorized and, when issued and paid for in accordance with this Agreement, will be duly and validly issued, fully paid and nonassessable and free and clear of all liens, other than restrictions on transfer provided for in the Shareholder Agreement or any additional lock-up agreements the Investor entered into in connection with the Offering or imposed by applicable securities laws, and shall not be subject to preemptive or similar rights. Assuming the accuracy of the representations and warranties of the

Investor in this Agreement, the Placed Shares will be issued in compliance with all applicable federal, state and foreign securities laws.

5. Miscellaneous.

5.1 (i) Unless otherwise notified by the relevant parties, all notices delivered hereunder shall be in writing and may be delivered by hand or given by facsimile to the related addresses listed beneath each party's signature hereto.

(ii) Any notice delivered by hand shall be deemed to have been received when physically received by the person referred to in this Section 5.1 (including receipt by facsimile).

5.2 This Agreement and the documents referred to herein constitute the entire agreement among the parties and no party shall be liable or bound to any other party in any manner by any warranties, representations, or covenants except as specifically set forth herein or therein.

5.3 The representations, warranties and covenants of the Company and the Investor contained in or pursuant to this Agreement shall survive the execution and delivery of this Agreement and the settlement of the sale and purchase of the Placed Shares.

5.4 Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the parties without the prior written consent of the other party. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

5.5 All questions concerning the construction, validity, enforcement and interpretation of this Agreement and the relationship of the Company and the Investor shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof. All disputes arising out of or relating to this Agreement shall be heard and determined exclusively in any New York federal court sitting in the Borough of Manhattan of The City of New York; *provided, however, that* if such federal court does not have jurisdiction over such dispute, such dispute shall be heard and determined exclusively in any New York state court sitting in the Borough of Manhattan of The City of New York. Consistent with the preceding sentence, the Company and the Investor hereby (a) submit to the exclusive jurisdiction of any federal or state court sitting in the Borough of Manhattan of The City of New York for the purpose of any dispute arising out of or relating to this Agreement brought by either the Company or the Investor, and (b) irrevocably waive, and agree not to assert by way of motion, defense or otherwise any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the dispute is brought in an inconvenient forum, that the venue of the dispute is improper, or that this Agreement or the transactions contemplated by this Agreement may not be enforced in or by any of the above-named courts.

5.6 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5.7 The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

5.8 If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were se excluded and shall be enforceable in accordance with its terms.

5.9 The Investor hereby duly and irrevocably waives in their entirety (i) the notice provisions set forth under Section 3.1 of the Shareholder Agreement in connection with the Offering and (ii) any further rights to purchase additional Ordinary Shares or ADSs of the Company in connection with the Offering pursuant to Section 3.1 of the Shareholder Agreement.

5.10 This Agreement may not be amended or varied without the prior written consent of the parties hereto.

IN WITNESS of the agreement set out above, each of the parties has duly executed this Agreement as the date first set forth above.

Solarfun Power Holdings Co., Ltd.

By: /s/ Ping Peter Xie

Name: Ping Peter Xie

Title: Chief Executive Officer

888 Linyang Road

Qidong, Jiangsu Province, 226200

People's Republic of China

Hanwha Solar Holdings Co., Ltd.

By: /s/ Kyu-Dong Choi

Name: Kyu-Dong Choi

Title: Director

c/o: Hanwha Chemical Corporation

Hanwha Building, 1, Janggyo-dong, Jung-gu

Seoul 100-797, Korea

Attention: Rowook-Brenden Park, Esq.

Facsimile no.: +82(0)2 729 5072

E-mail address: brenden@hanwha.co.kr