

**THIS IS AN IMPORTANT LEGAL NOTICE**  
**THE MATTERS DISCUSSED HEREIN MAY AFFECT**  
**SUBSTANTIAL LEGAL RIGHTS THAT YOU MAY HAVE**  
**READ THIS NOTICE CAREFULLY**  
**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**

IN RE LDK SOLAR SECURITIES  
LITIGATION

Master File No. C 07-05182 WHA

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

**TO: ALL PERSONS WHO, DURING THE PERIOD FROM JUNE 1, 2007, THROUGH OCTOBER 7, 2007, (A) PURCHASED LDK SOLAR CO., LTD. ("LDK" OR THE "COMPANY") AMERICAN DEPOSITORY SHARES; (B) PURCHASED CALL OPTIONS FOR LDK AMERICAN DEPOSITORY SHARES; OR (C) SOLD PUT OPTIONS FOR LDK AMERICAN DEPOSITORY SHARES**

**PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS MAY BE AFFECTED BY THIS LITIGATION.**

A federal court authorized this Notice,<sup>1</sup> which is about a proposed settlement of a securities class action. This is not a solicitation from a lawyer.

**SUMMARY OF PROPOSED SETTLEMENT**

You are a class member whose rights will be extinguished by a proposed settlement and your views as to its fairness are requested by the federal court. It would settle all shareholder claims for American Depository Shares ("ADS") of LDK Solar Co., Ltd., and for put and call options on those shares, purchased from June 1, 2007, through October 7, 2007. The lead plaintiff claims the class should recover up to \$293 million if the case is tried but proposes to settle for \$16 million due to problems of proof and collectibility. From this, class counsel would seek up to \$2.4 million in attorney's fees, \$3.1 million in expenses and \$250,000 in administrative costs, for a total deduction of \$5.75 million, leaving \$10.25 million to be divided among class members. The average check per investor would be in the range of \$500, although some checks would be less and some more. The release which is part of the settlement would bar all future claims by class members of the type asserted but would not bar a derivative action still pending in state court, described below. The Court invites the views of all class members on the fairness of the proposed settlement. If you wish, you may opt out of the settlement and bring your own suit, all as described below.

**Securities and Time Period:** The proposed Settlement is for the benefit of a group of persons who purchased or sold certain securities, described in this Notice as "LDK Securities," and suffered a loss relating to the facts alleged in this lawsuit during the time period from June 1, 2007, through October 7, 2007, inclusive. This time period is referred to as the "Class Period" and the group of persons who would be a party to this proposed Settlement is referred to as the "Class." Specifically, the Class includes, with certain limitations described below, Persons who (a) purchased LDK ADSs; (b) purchased call options for LDK ADSs; or (c) sold put options for LDK ADSs during the Class Period.

**Settlement Fund:** The Settlement Fund is \$16,000,000 in cash plus accruing interest. Your recovery, if any, will depend on the number of LDK Securities that you purchased or sold and the timing of your purchases and sales and on the number of eligible LDK Securities that participate in the Settlement and on when those LDK Securities were purchased and sold. However, assuming that all eligible Class Members participate in the Settlement, the estimated average recovery per LDK ADS will be approximately \$1.13 per damaged share before deduction of Court-approved fees and expenses.

**The Lawsuit:** The Settlement resolves class action litigation over whether LDK and certain of its directors and executives made false and misleading statements during the Class Period or failed to disclose information that they were required to disclose.

**Potential Recovery:** As discussed in more detail below, the Parties do not agree on the amount of damages that the Class might be entitled to if the Plaintiff were to win this case.

**Attorneys' Fees and Expenses:** Plaintiff's Counsel has litigated this Action on a contingent basis. They have conducted this litigation and advanced the expenses of litigation with the expectation that if they were successful in recovering money for the Class, they would receive fees and be reimbursed for their expenses from the Settlement Fund. This is customary in this type of litigation. Lead Counsel will apply to the Court for attorneys' fees not to exceed 15% of the \$16 million Settlement Fund and reimbursement of out-of-pocket expenses not to exceed \$3.1 million (exclusive of ongoing costs related to the Settlement), plus interest, all to be paid from the Settlement Fund. If the above amounts are requested and approved by the Court, the average cost per damaged share will be \$0.39.

<b>DEADLINES:</b>	
<b>SUBMIT A CLAIM</b>	<b>AUGUST 16, 2010</b>
<b>REQUEST EXCLUSION</b>	<b>MAY 6, 2010</b>
<b>FILE OBJECTION</b>	<b>JUNE 3, 2010</b>
<b>WITHDRAW A PREVIOUS REQUEST FOR EXCLUSION</b>	<b>JUNE 14, 2010</b>
<b>COURT HEARING ON FAIRNESS OF SETTLEMENT</b>	<b>JUNE 17, 2010</b>

<sup>1</sup> All capitalized terms not otherwise defined in this document shall have the meaning provided in the Stipulation of Settlement.

**Contacts For More Information:**

**Claims Administrator:**

LDK Securities Litigation  
Claims Administrator  
c/o A.B. Data, Ltd.  
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**Your legal rights are affected whether you act or do not act. Read this Notice carefully.**

**Statement of Recovery**

Plaintiff’s expert estimates that approximately 14.166 million shares of LDK ADSs were traded and allegedly damaged during the Class Period. Plaintiff estimates that the average recovery per damaged share under the Settlement will be \$1.13 before the deduction of attorneys’ fees, costs, and expenses, as approved by the Court. The actual recovery per share will depend on: (1) the number of claims filed; (2) when Class Members purchased their LDK Securities during the Class Period; (3) whether Class Members bought or sold their LDK Securities during the Class Period, or held their LDK Securities past the end of the Class Period; (4) administrative costs, including the costs of notice; and (5) the amount awarded by the Court for attorneys’ fees, costs, and expenses. Distributions to Class Members will be made based on the Plan of Allocation set forth in this Notice, as approved by the Court. See the answer to Question 10 below, which discusses the Plan of Allocation.

**The Circumstances of the Settlement**

This lawsuit, which alleges that Defendants in the case violated the U.S. securities laws, has been pending since October 2007. This lawsuit has been vigorously litigated by the Parties, and has involved extensive discovery. (Discovery refers to the disclosure of information about the facts of a case between the parties to a lawsuit prior to any trial.) During the course of discovery Lead Counsel, which represents the Class, reviewed over two million pages of documents produced by Defendants, most of which were in Chinese, and took 25 depositions, most of them in Hong Kong and in languages other than English.

Based in part on the information obtained from the Defendants during discovery, Lead Counsel believes that the amount of the Settlement is fair and reasonable given the possibility that Plaintiff might not prevail at trial and the risk that, even if Plaintiff did prevail at trial and on any subsequent appeals, a process that might take years, that it might be difficult or impossible to collect any judgment against the Defendants. If approved, the Settlement would provide a guaranteed benefit to the Class Members in the near future.

The Parties disagree on numerous other issues that could affect the outcome of the litigation. The issues on which the Parties disagree include: (1) the amount by which LDK ADSs were artificially inflated, if at all, during the relevant time period; (2) the extent to which the various allegedly adverse material facts that Plaintiff alleged were misrepresented or not disclosed to the public influenced, if at all, the price of LDK ADSs during the relevant time period; and (3) whether the statements made and facts allegedly omitted by Defendants were false, misleading, material, or otherwise actionable under the federal securities laws. Plaintiff believes that if he were to prevail on all of his claims at a trial he might be able to prove damages to the Class totaling up to \$293 million, but he recognizes that a jury might award a much smaller amount. Defendants believe that, even if Plaintiff is otherwise able to prove his case, he would not be able to prove that the Class suffered any damages.

The claims advanced by the Class involve numerous complex legal and factual issues and Lead Counsel recognizes that there are substantial obstacles that Plaintiff and the Class would have to overcome to prevail on their liability claims. For example, Plaintiff’s allegations are based, in part, on public allegations by Mr. Charlie Situ, LDK’s former financial controller, of inventory and accounting irregularities. But Plaintiff believes that Mr. Situ would not be available as a witness at trial. Moreover, to prevail, Plaintiff would be required to prove not only that Defendants materially violated applicable accounting rules, but that they did so intentionally or recklessly. Proving that Defendants’ conduct was intentional or reckless might be difficult since Defendants would likely testify that any accounting errors were not the result of their intentional or reckless conduct.

Furthermore, Plaintiff believes that it might be difficult to collect any judgment he might obtain against Defendants. The Defendants’ insurance coverage is limited, each of the Individual Defendants (whose identity is listed in the response to Question 2 below) resides in the People’s Republic of China (except for Defendant Jack Lai, who is unlikely to have sufficient assets to pay any judgment), and LDK has substantially all of its assets in China. Lead Plaintiff believes that, as a practical matter, it probably would not be possible to enforce a judgment under the U.S. securities laws in China.

In the face of these risks, this Settlement enables the Class to recover a substantial amount in the near future. As a result, Plaintiff and Lead Counsel believe this Settlement is fair and reasonable and provides a reasonable recovery to the Class.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A PROOF OF CLAIM AND RELEASE FORM (“PROOF OF CLAIM”)</b>	The only way to receive a payment.
<b>EXCLUDE YOURSELF</b>	Receive no payment. This is the only option that allows you to participate in another lawsuit against the Defendants or the Released Parties concerning the legal claims being released in this case.
<b>WITHDRAW A PREVIOUS REQUEST FOR EXCLUSION</b>	If you have previously requested that you be excluded from the Class you may withdraw that request. If you do so you may then submit a Proof of Claim.

<b>OBJECT</b>	You may write to the Court if you do not like this Settlement, the Plan of Allocation, or the request for attorneys’ fees and expenses.
<b>GO TO A HEARING</b>	You may ask to speak in Court about the fairness of the Settlement, the Plan of Allocation, or Lead Plaintiff’s request for fees and expenses.
<b>DO NOTHING</b>	You will not receive a payment, but your rights to participate in another lawsuit against the Defendants or the Released Parties concerning the legal claims being released in this case will be forfeited.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case must decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and if there are any appeals, after they are resolved. Claims processing takes a considerable amount of time. Please be patient.

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**BASIC INFORMATION**

**1. Why did I receive this Notice package?**

You or someone in your family may have purchased or sold LDK Securities—which are defined as LDK’s American Depository Shares, options to purchase LDK shares (call options) and options to sell LDK shares (put options)—from June 1, 2007, through October 7, 2007, inclusive (the “Class Period”). You may have received a notice which was sent to Class Members last year to inform them that the Class was certified by the Court on January 28, 2009.

**LDK’s common stock trades on the New York Stock Exchange in the form of American Depository Shares. If you purchased LDK common stock in the United States, you likely purchased LDK ADSs.**

If this description applies to you, you have a right to know about a proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to approve the Settlement, Plan of Allocation, and Plaintiff’s Counsel’s request for payment of fees and expenses. If the Court approves the Settlement, and after any objections or appeals are resolved, the Claims Administrator appointed by the Court will make the payments that the Settlement allows.

This package explains, among other things, the lawsuit, the Settlement, the Plan of Allocation, your legal rights, what benefits are available, who is eligible for them, and how to receive them.

**2. What is this lawsuit about?**

LDK is one of the world's largest producers of solar wafers, a key component of solar cells. Substantially all of LDK's operations are in China, but its ADSs are traded on the New York Stock Exchange and the Company is incorporated in the Cayman Islands. The Consolidated Class Action Complaint (the "Complaint") alleges that LDK provided false and misleading information about its inventory and inventory accounting to investors, information which made it appear that LDK could produce solar wafers at a substantially lower cost than was actually the case and as a result the Company's earnings were overstated. The Complaint further alleges that, in early October 2007, when investors learned that information provided by LDK about the Company's inventory and its production costs was not true, the price of LDK ADSs dropped dramatically, causing investors to suffer substantial losses. The Complaint further alleges that Defendants violated Sections 10(b) and 20(a) of the Securities Exchange Act of 1934.

Defendants deny that they have done anything wrong. In addition to LDK the Defendants are the following officers, directors, and subsidiaries of LDK: LDK Solar USA, Inc., Xiaofeng Peng, Xingxue Tong, Jack Lai, Qiqiang Yao, Liangbao Zhu, Yonggang Shao, and Gang Wang.

**3. Why is this Action a class action?**

In a class action, one or more people called class representatives sue on behalf of people who have similar claims. All of these people who have similar claims are referred to collectively as a "class" or individually as "class members." One court resolves the issues for all class members, except for those who exclude themselves from the settlement. The class representative appointed by the Court in this case—sometimes referred to as the Plaintiff or Lead Plaintiff—is Shahpour Javidzad, an individual investor who lost a substantial amount of money as a result of his transactions in LDK Securities during the Class Period. Judge William Alsup of the United States District Court for the Northern District of California is in charge of this class action. The case is known as *In re LDK Solar Securities Litigation* and has been assigned case number C 07-05182 WHA.

**4. Why is there a settlement?**

The Court did not decide in favor of Plaintiff or Defendants. Instead, both sides agreed to a settlement. That way, they avoid the cost and risks of further litigation and trial. As explained above, the Plaintiff and their attorneys think the Settlement is best for all Class Members.

**WHO IS IN THE SETTLEMENT**

To see if you may be entitled to receive money from this Settlement, you first have to determine if you are a Class Member.

**5. How do I know if I am part of the Settlement?**

All persons and entities that (a) purchased LDK ADS; (b) purchased call options for LDK ADS; or (c) sold put options for LDK ADS from June 1, 2007, through October 7, 2007, inclusive.

Excluded from the Class are the persons and entities described immediately below.

**6. What are the exceptions to being included?**

Excluded from the Class are the Defendants and the other current and former officers and directors of LDK, their immediate families, their heirs, successors, or assigns and any entity controlled by any such person; any person who did not suffer a loss as a result of their transactions in LDK Securities; and any person who has properly excluded himself from the Class.

If one of your mutual funds purchased or owned LDK Securities that alone does not make you a Class Member.

**7. I am still not sure if I am included.**

If you are still not sure whether you are included, you can ask for free help. For more information, you can contact the Claims Administrator by phone at 866-905-8127, by facsimile at 414-961-7437, or by visiting their website at [www.ldksolarsecuritieslitigation.com](http://www.ldksolarsecuritieslitigation.com) or you can fill out and return the Proof of Claim described in Question 11, to see if you qualify.

**THE SETTLEMENT BENEFITS—WHAT YOU RECEIVE**

**8. What does the Settlement provide?**

Defendants have agreed to pay or cause to be paid \$16 million cash into a Settlement Fund. This sum has been deposited for the benefit of the Class and is accruing and will continue to accrue interest. The balance of this fund, after payment of Court-approved attorneys' fees and expenses, taxes, and the costs of claims administration, including the costs of printing and mailing this Notice (the "Net Settlement Fund"), will be divided among all Class Members who submit valid Proofs of Claim.

**PLAN OF ALLOCATION OF NET SETTLEMENT FUND AMONG SETTLEMENT CLASS MEMBERS**

**9. How much will my payment be?**

If you are entitled to a payment, your share of the Net Settlement Fund will depend on the number of valid Proofs of Claim that Class Members submit, how many and what type of LDK Securities you purchased or sold, and when you bought and sold your LDK Securities. By following the Plan of Allocation described below, you can calculate your "Recognized Loss." The Claims Administrator will distribute the Net Settlement Fund according to the Plan of Allocation after the deadline for submission of Proofs of Claim has passed.

The objective of the Plan of Allocation is to equitably distribute the Settlement proceeds to those Class Members who suffered economic losses as a result of the alleged fraud, as opposed to losses caused by changes in the price of LDK Securities that occurred for other reasons. The Plan of Allocation reflects Lead Plaintiff's damages expert's analysis undertaken to that end, including a review of publicly available information regarding LDK, and statistical comparisons of the price movements of LDK's ADSs with the price performance of a relevant market index during the Class Period. Lead Plaintiff and Lead Counsel, in consultation with Lead Plaintiff's damages expert, have estimated the artificial inflation in LDK ADSs during the Class Period.

The Claims Administrator will determine each Class Member's *pro rata* share of the Net Settlement Fund based upon each Class Member's valid "Recognized Loss." The Recognized Loss formula is not intended to be an estimate of the amount that a Class Member might have been able to recover after a trial; it also is not an estimate of the amount that will be paid to Class Members pursuant to the Settlement. The

Recognized Loss formula is the basis upon which the Net Settlement Fund will be proportionately allocated to the Class Members with valid claims. This computation is only a method to weigh Class Members' claims against one another. Each valid claim will receive *pro rata* shares of the Net Settlement Fund based on his, her, or its Recognized Loss. The proposed Plan of Allocation generally measures the amount of loss that a Class Member may claim under the Settlement for the purpose of making *pro rata* allocations of the Net Settlement Fund to Class Members who submit acceptable Proofs of Claim.

#### **10. What is the basis for the calculation of my Recognized Loss?**

The Net Settlement Fund will be distributed to Class Members who submit valid, timely Proofs of Claim ("Authorized Claimants") under the Plan of Allocation proposed by Lead Plaintiff which is described below. This Plan of Allocation reflects Plaintiff's contention that, because of alleged misrepresentations and omissions about LDK's inventory, its cost of production, and its profitability, the price of LDK ADSs allegedly were artificially inflated from June 1, 2007, until early October 2007, when corrective information entered the market. Defendants deny that they made any material misrepresentations or failed to disclose any material information, or that LDK's stock price was artificially inflated.

#### **PLAN OF ALLOCATION**

The Net Settlement Fund will be distributed to Authorized Claimants under the Plan of Allocation proposed by Lead Plaintiff. For purposes of determining the amount an Authorized Claimant may recover under the Plan of Allocation, Lead Counsel has consulted with Lead Plaintiff's damages expert and developed the Plan of Allocation to calculate how Class Members will share in the Net Settlement Fund. The Plan of Allocation reflects Lead Plaintiff's allegations that Defendants' actions (misrepresentations or omissions) caused artificial inflation in LDK's ADS price, and that disclosures of the true facts caused changes to the alleged inflation in the ADS price. Defendants have had, and will have, no involvement or responsibility for the terms or application of the Plan of Allocation set forth here. The Court may approve the Plan of Allocation with or without modifications agreed to among the Parties, or another plan of allocation, without further notice to Class Members.

To the extent there are sufficient funds in the Net Settlement Fund, each Authorized Claimant will receive an amount equal to the Authorized Claimant's Recognized Loss. If, however, as expected, the amount in the Net Settlement Fund is not sufficient to permit payment of the total Recognized Loss of each Authorized Claimant, then each Authorized Claimant will be paid the percentage of the Net Settlement Fund that each Authorized Claimant's Recognized Loss bears to the total of the Recognized Losses of all Authorized Claimants—i.e., the Class Member's *pro rata* share of the Net Settlement Fund.

Payment pursuant to the Plan of Allocation approved by the Court shall be conclusive against all Authorized Claimants. No person shall have any claim against Lead Plaintiff, Lead Counsel, or the Claims Administrator or other agent designated by Lead Counsel based on the distributions made substantially in accordance with the Stipulation and the Settlement contained therein, the Plan of Allocation, or further orders of the Court. Each claimant shall be deemed to have submitted to the jurisdiction of the United States District Court for the Northern District of California with respect to his, her, or its Proof of Claim. All persons involved in the review, verification, calculation, tabulation, or any other aspect of the processing of the claims submitted in connection with the Settlement, or otherwise involved in the administration or taxation of the Settlement Fund or the Net Settlement Fund (the "Released Claims Processing Persons") shall be released and discharged from any and all claims arising out of such involvement, and all Class Members, whether or not they are to receive payment from the Net Settlement Fund, will be barred from making any further claim against the Net Settlement Fund or the Released Claims Processing Persons beyond the amount allocated to them as provided in any distribution orders entered by the Court.

The Plan of Allocation reflects Plaintiff's allegations that over the course of the Class Period—June 1, 2007, through October 7, 2007—the trading prices of LDK's ADSs and call options were higher than they would have been, and the prices of put options were lower than they would have been, had the Defendants not materially misrepresented LDK's financial condition. Estimated alleged inflation for the Class and this Plan of Allocation were developed based on event study analysis. The event study was used to determine how much alleged artificial inflation was in the ADS price on each day during the Class Period by measuring how much the ADS price declined as a result of disclosures that corrected the alleged misrepresentations and omissions. Lead Plaintiff alleges that on October 3, 2007, October 4, 2007, and before the market opened on Monday, October 8, 2007, corrective information was released to the market which caused the price of LDK's ADS to decline. The Plan of Allocation assumes that the disclosures on October 3, 2007, October 4, 2007, and October 8, 2007, reduced the alleged artificial inflation in stages, and so the damage suffered by any particular investor depends on when that investor purchased and sold LDK ADS or options, or continued to hold ADS or options beyond the end of the Class Period. However, the Plan of Allocation assumes that no artificial inflation was removed prior to October 3, 2007. Consequently no damages are recognized on LDK ADS sold, or put options repurchased or exercised or call options sold or exercised, prior to October 3, 2007.

#### **Plan of Allocation for ADS**

Based on the foregoing, and for purposes of this Settlement only, "Recognized Loss" for any ADSs purchased<sup>2</sup> will be calculated as follows:

1. For each LDK ADS purchased between June 1, 2007, and October 2, 2007, inclusive, and:
  - a) Sold prior to or on October 2, 2007, the Recognized Loss is \$0.00;
  - b) Sold at a loss on October 3, 2007, the Recognized Loss shall be the lesser of: i) \$14.827; or ii) the difference between the purchase price per share and the sales price per share;
  - c) Sold at a loss on October 4, 2007, or October 5, 2007, the Recognized Loss shall be the lesser of: i) \$18.713; or ii) the difference between the purchase price per share and the sales price per share;
  - d) Held after October 5, 2007, the Recognized Loss shall be the lesser of: i) \$30.899; or ii) if such shares were sold after October 5, 2007, and before or on January 3, 2008, the difference between the purchase price per share and the sales price per share; or iii) if such shares were still held as of January 3, 2008, the difference between the purchase price per share and \$42.281, which is the average price of LDK ADS during the 90-day period following October 5, 2007.

<sup>2</sup> All transactions are to be calculated at trade prices exclusive of commissions or fees.

2. For each LDK ADS purchased on October 3, 2007, and:
  - a) Sold on October 3, 2007, the Recognized Loss is \$0.00;
  - b) Sold at a loss on October 4, 2007, or October 5, 2007, the Recognized Loss shall be the lesser of: i) \$3.886; or ii) the difference between the purchase price per share and the sales price per share;
  - c) Held after October 5, 2007, the Recognized Loss shall be the lesser of: i) \$16.072; or ii) if such shares were sold after October 5, 2007, and before or on January 3, 2008, the difference between the purchase price per share and the sales price per share; or iii) if such shares were still held as of January 3, 2008, the difference between the purchase price per share and \$42.281, which is the average price of LDK ADS during the 90-day period following October 5, 2007.
3. For each LDK ADS purchased on October 4, 2007, or October 5, 2007, and:
  - a) Sold on October 4, 2007, or October 5, 2007, the Recognized Loss is \$0.00;
  - b) Held after October 5, 2007, the Recognized Loss shall be the lesser of: i) \$12.186; or ii) if such shares are sold after October 5, 2007, and before or on January 3, 2008, the difference between the purchase price per share and the sales price per share; or iii) if such shares were still held as of January 3, 2008, the difference between the purchase price per share and \$42.281, which is the average price of LDK ADS during the 90-day period following October 5, 2007.

### **Plan of Allocation for Options**

Inflation in the prices of call and put options on LDK ADS is calculated based on the Black-Scholes option pricing model and the estimated inflation in LDK ADS. The price inflation of a call option is equal to the difference between the value of the call option based on the actual closing price of LDK ADSs, and the value of the call option based on the true value of LDK ADSs absent the alleged fraud on the same date. The amount by which put options were underpriced is equal to the difference between the value of the put option based on the true value of LDK ADSs absent the alleged fraud, and the value of the put option based on the actual closing price of LDK ADSs on the same date.

Posted on the Claims Administrator's website, [www.ldksolarsecuritieslitigation.com](http://www.ldksolarsecuritieslitigation.com), is a table<sup>3</sup> entitled "Daily Per-Option Inflation for Options on LDK ADSs" which displays the daily inflation in LDK call and put options during the relevant period.

Exchange-traded options are typically traded in units called contracts. Each contract entitles the option buyer/owner to purchase 100 shares of the underlying stock (for call options) or to sell 100 shares of the underlying stock (for put options) upon exercise. Herein, one option means an option with one share of LDK ADS as the underlying security. Price inflation per option is the dollar amount of inflation in one option (with one share of LDK ADSs as the underlying security).

### **Recognized Loss—Purchases Of Call Options**

1. The Recognized Loss for call options purchased or acquired prior to the Class Period is \$0.00.
2. The Recognized Loss for call options sold or exercised prior to October 3, 2007 (prior to a partial corrective disclosure), is \$0.00.
3. The Recognized Loss for call options purchased on October 3, 2007, and sold or exercised on October 3, 2007, is \$0.00.
4. The Recognized Loss for call options purchased on October 4, 2007, or October 5, 2007, and sold or exercised on October 4, 2007, or October 5, 2007, is \$0.00.
5. For call options purchased during the Class Period that were subsequently sold or exercised at a loss during the Class Period,<sup>4</sup> the Recognized Loss per option is equal to the lesser of: i) the difference between the price inflation per option on the date of purchase and the price inflation per option on the date of sale or exercise; or ii) the difference between the purchase price per option and the sale price per option.
6. For call options purchased during the Class Period that were subsequently sold or exercised at a loss after October 5, 2007,<sup>5</sup> the Recognized Loss per option is equal to the lesser of: i) the price inflation per option on the date of purchase; or ii) if sold or exercised after October 5, 2007, and before or on January 3, 2008, the difference between the purchase price per option and the sale price per option; or iii) if sold or exercised after January 3, 2008, the difference between the purchase price per option and the holding value of such option as indicated in the Table of Options Lookback Values posted on the Claims Administrator's website, [www.ldksolarsecuritieslitigation.com](http://www.ldksolarsecuritieslitigation.com).<sup>6</sup>
7. For call options purchased or acquired during the Class Period that expired unexercised while still owned,<sup>7</sup> the Recognized Loss per option is equal to the price inflation per option on the date of purchase.
8. LDK ADSs purchased during the Class Period through the exercise of a call option shall be treated as a purchase of LDK ADSs on the date of exercise. The purchase price paid for such stock shall be the strike price of the call option. Any Recognized Loss arising from such transaction shall be computed as provided for other purchases of LDK ADSs in the Plan of Allocation.
9. No loss shall be recognized based on a sale or writing of any call option that was subsequently repurchased.

### **Recognized Loss—Put Option Sales (Written)**

1. The Recognized Loss for put options sold (written) prior to the Class Period is \$0.00.<sup>8</sup>
2. The Recognized Loss for put options repurchased by or "put to" the Authorized Claimant (i.e., assigned) prior to October 3, 2007 (prior to a partial corrective disclosure), is \$0.00.
3. The Recognized Loss for put options sold (written) on October 3, 2007, and repurchased/assigned on October 3, 2007, is \$0.00.

<sup>3</sup> Because of the length of this table, it is not included here.

<sup>4</sup> This provision applies to: call options purchased or acquired on June 1, 2007, through October 2, 2007, and sold or exercised on October 3, 2007, through October 5, 2007; and call options purchased or acquired on October 3, 2007, and sold or exercised on October 4, 2007, or October 5, 2007.

<sup>5</sup> This provision applies to call options purchased or acquired on June 1, 2007, through October 5, 2007, and sold or exercised after October 5, 2007.

<sup>6</sup> The holding value of such option after January 3, 2008, is the average price of the option during the 90-day period following October 5, 2007. Because of the length of this table, it is not included here.

<sup>7</sup> This provision applies to call options purchased or acquired on June 1, 2007, through October 5, 2007, and still owned after October 5, 2007.

<sup>8</sup> Any inflationary gain resulting from the sale (writing) of a put option prior to the Class Period (when the inflation in the option was 0%) and subsequent repurchase or exercise of the put option during the Class Period (when the inflation in the option was greater than 0%) shall not offset Recognized Losses for any other options or securities.

4. The Recognized Loss for put options sold (written) on October 4, 2007, or October 5, 2007, and repurchased/assigned on October 4, 2007, or October 5, 2007, is \$0.00.
5. For put options sold (written) during the Class Period that were subsequently repurchased/assigned at a loss during the Class Period,<sup>9</sup> the Recognized Loss per option is the lesser of: i) the difference between the amount by which the put option was underpriced per option on the date of sale (writing) and the amount by which the put option was underpriced per option on the date the put option was repurchased/assigned; or ii) the difference between the sale price per option and the repurchase price per option.
6. For put options sold (written) during the Class Period that were subsequently repurchased/assigned at a loss after the Class Period,<sup>10</sup> the Recognized Loss per option is the lesser of: i) the amount by which the put option was underpriced per option on the date of sale (writing); or ii) if repurchased after October 5, 2007, but before or on January 3, 2008, the difference between the sale price per option and the repurchase price per option; or iii) if held after January 3, 2008, the difference between the sale price per option and the holding value of such option as indicated in the Table of Options Lookback Values posted on the Claims Administrator's website, [www.ldksolarsecuritieslitigation.com](http://www.ldksolarsecuritieslitigation.com).<sup>11</sup>
7. For put options sold (written) during the Class Period that expired unassigned, the Recognized Loss shall be \$0.00.
8. If the seller (writer) of a put option on LDK ADSs purchased shares of LDK ADSs during the Class Period as a result of the buyer of such put option exercising that put option, then any Recognized Loss arising from such transaction shall be computed as provided for other purchases of LDK ADSs in the Plan of Allocation. The purchase date of such shares shall be the date of exercise and the purchase price paid for such stock shall be the strike price of the put option.
9. The Recognized Loss on a sale of any put option that was previously purchased by the claimant shall be \$0.00.

#### **Method of Calculation**

Purchases and sales of LDK ADSs or options thereon shall be deemed to have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment" date. For Class Members who made multiple purchases, acquisitions, or sales of LDK ADS and/or options during the Class Period, the first in, first out (FIFO) method will be applied to their holdings, purchases, and sales for purposes of calculating a Recognized Loss. Under the FIFO method, securities sold during the Class Period will be matched first against like securities held at the beginning of the Class Period. The sale of any remaining securities during the Class Period will then be matched in chronological order against like securities purchased during the Class Period.<sup>12</sup>

For claimants that purchased or sold more than one type of LDK Security, such claimant's total Recognized Loss will be the sum of the Recognized Losses determined for each type of LDK Security by the method set out above. To the extent a claimant had a gain from his, her, or its overall transactions in LDK Securities during the Class Period, the value of the Recognized Loss will be \$0.00. To the extent that a claimant suffered an overall out-of-pocket loss on his, her, or its overall transactions in LDK Securities during the Class Period, but that loss was less than the Recognized Loss calculated above, then the Recognized Loss shall be limited to the amount of the actual out-of-pocket loss.

For purposes of determining whether a claimant had an overall out-of-pocket gain or loss, gains and losses in one security or options type will be netted against gains and losses from another security or options type. For example, if a claimant had a gain from purchases of call options that was greater than that claimant's loss from purchases of ADSs, such claimant shall have a total Recognized Loss of \$0.00.

For purposes of determining whether a claimant had a net out of pocket gain or loss from his, her, or its overall transactions in LDK ADSs during the Class Period, the Claims Administrator shall: (i) total the amount the Claimant paid for all LDK ADSs purchased during the Class Period (the "Total Purchase Amount"); (ii) match any sales of LDK ADSs during the Class Period first against the claimant's opening position in LDK ADSs,<sup>13</sup> if any (the proceeds of those sales will not be considered for purposes of calculating gains or losses); (iii) total the amount received for sales of the remaining LDK ADSs during the Class Period and the 90 days following October 5, 2007 (the "Sales Proceeds"); and (iv) ascribe a \$42.281 per ADS holding value for the number of LDK ADSs purchased during the Class Period and still held as of January 3, 2008 ("Holding Value"). The difference between the Total Purchase Amount ((i) above) and the sum of the Sales Proceeds ((iii) above) and the Holding Value ((iv) above) will be deemed a claimant's gain or loss on his, her, or its overall transactions in LDK ADSs during the Class Period.

The Claims Administrator shall apply the same methodology for determining whether a claimant had a net gain or loss from his, her, or its overall transactions in options on LDK ADSs, i.e., determine the total amount paid (received) for all LDK call (put) options purchased (sold) during the Class Period; and subtract the total amount received (paid) for all LDK call (put) options sold (repurchased) during the Class Period or 90 days following October 5, 2007, except that options held as of January 3, 2008, shall be given a holding value as indicated by the table<sup>14</sup> entitled "Table of Options Lookback Values" posted on the Claims Administrator's website, [www.ldksolarsecuritieslitigation.com](http://www.ldksolarsecuritieslitigation.com).

#### **Acquisition by Gift, Inheritance, or Operation of Law**

The receipt or grant by gift, devise, inheritance, or operation of law of LDK ADS or options thereon during the Class Period shall not be deemed a purchase of such LDK ADS or options for the calculation of an Authorized Claimant's Recognized Loss, nor shall it be deemed an assignment of any claim relating to the purchase of such LDK ADS or options unless specifically provided in the instrument of gift or assignment. If the requirements of the preceding sentence are satisfied and the donor, estate, or transferor does not submit a Proof of Claim with respect to the LDK ADS or options, such LDK ADS or options shall be deemed purchased by the Authorized Claimant on the original date of purchase by the donor, decedent, or transferor and not the date of transfer. Accordingly, if the donor, decedent, or transferor did not purchase the subject LDK ADSs or options during the Class Period, those LDK ADSs or options shall be excluded from the computation of the Authorized Claimant's Recognized Loss.

<sup>9</sup> This provision applies to: put options sold (written) on June 1, 2007, through October 2, 2007, and repurchased or exercised on October 3, 2007, through October 5, 2007; and put options sold (written) on October 3, 2007, and repurchased or exercised on October 4, 2007, or October 5, 2007.

<sup>10</sup> This provision applies to put options sold (written) on June 1, 2007, through October 5, 2007, and repurchased or exercised after October 5, 2007.

<sup>11</sup> The holding value of such option after January 3, 2008, is the average price of the option during the 90-day period following October 5, 2007. Because of the length of this table, it is not included here.

<sup>12</sup> For options contracts, where purchases (sales) and sales (repurchases) can be matched for specific contracts, such matching will supersede matching by FIFO.

<sup>13</sup> LDK ADS purchased in the IPO are purchases during the Class Period and are not included in the opening position.

<sup>14</sup> Because of the length of this table, it is not included here.

## **Employee Stock Options**

Employee stock options are not securities eligible to participate in the Settlement. Accordingly, LDK ADSs purchased during the Class Period through the exercise of employee stock options granted by LDK shall be treated as a purchase of LDK ADS on the date of exercise for the stated exercise price set forth in the employee stock option, and any Recognized Loss arising from such transaction shall be computed as provided for purchases of LDK ADS.

## **Short Sales**

The date of covering a “short sale” is deemed to be the date of purchase of LDK ADS. The date of a “short sale” is deemed to be the date of sale of LDK ADS. The Recognized Loss for “short sales” is \$0.00. In the event that there is an opening short position in LDK ADS, the earliest Class Period purchases shall be matched against such opening short position, and not be entitled to a recovery, until that short position is fully covered.

## **Payments Less Than \$10.00**

A payment to any Class Member that would amount to less than \$10.00 in total will not be distributed to that Class Member because of the excessive administrative costs that would be incurred.

## **Redistribution**

Distributions will be made to Authorized Claimants after all claims have been processed and after the Court has finally approved the Settlement. All checks shall become stale 90 days from the date of issuance, at which time all funds remaining for such stale checks shall be irrevocably forfeited with such funds made available to be redistributed. If, six months after such distribution, any funds remain in the Net Settlement Fund by reason of uncashed distributions or otherwise, then, after the Claims Administrator has made reasonable and diligent efforts to have Class Members who are entitled to participate in the distribution of the Net Settlement Fund cash their distributions, a further distribution of the Net Settlement Fund shall be made, if such distribution is cost effective, pursuant to which all funds from undeliverable, uncashed, or returned checks, shall, after payment of any unpaid costs or fees incurred or to be incurred in connection with administering the Net Settlement Fund, be paid to Authorized Claimants who cashed their distribution checks and who would receive at least an amount established by Lead Plaintiff to address cost-benefit issues, with additional redistributions thereafter in six-month intervals until Lead Plaintiff determines that further redistribution is not cost-effective. At such time Lead Plaintiff determines that further redistribution is not cost-effective, the balance of the Net Settlement Fund, after payment of any unpaid costs or fees incurred in connection with administering the Net Settlement Fund, shall be donated to a nonsectarian, not-for-profit, 501(c)(3) organization(s) recommended by Lead Plaintiff and approved by the Court.

## **HOW YOU RECEIVE A PAYMENT—SUBMITTING A PROOF OF CLAIM**

### **11. How will I receive a payment?**

To qualify for payment, you must be an eligible Class Member and you must timely submit a Proof of Claim. This form is enclosed with this Notice. Read the instructions carefully, fill out the form, include all the documents the form requests, sign it, and mail it in an envelope postmarked no later than **August 16, 2010**. Retain a copy of everything you mail, in case the materials are lost or destroyed during shipping.

### **12. When will I receive my payment?**

At this point it is not possible to say when payments will be made. The Court will hold a hearing on **June 17, 2010**, to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals, if any are filed, can be resolved, and resolving them can take time, perhaps several years. In addition, the Claims Administrator must process all of the Proofs of Claim. The processing is complicated and will take many months. Please be patient.

### **13. What am I giving up by staying in the Class?**

Unless you exclude yourself, you are staying in the Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against the Defendants, the Released Persons, or the Related Parties (defined below) about the claims being released in this Settlement. It also means that all of the Court’s orders will apply to you and legally bind you and you will release your claims in this case against the Defendants. Specifically, on the Effective Date of the Settlement, the Plaintiff and other members of the Class who do not exclude themselves will release and forever discharge, and will forever be enjoined from prosecuting, the Released Claims (defined below) against the Released Parties (also defined below).

“Released Persons” means Defendants and their respective Related Parties.

“Related Parties” means Defendants and their respective past or present subsidiaries, parents, successors and predecessors, officers and directors, shareholders, partners, agents, employees, attorneys, insurers, auditors, spouses, immediate family members, and any person, firm, trust, corporation, officer, director or other individual or entity in which Defendants, or any of them, has or had a controlling interest or which is related to or affiliated with Defendants, or any of them, and the respective legal representatives, heirs, successors in interest or assigns of Defendants, or any of them.

The proposed Settlement will release all Class Members’ Released Claims against the Released Persons and their Related Parties.

“Released Claims” means any and all claims, debts, demands, rights or causes of action or liabilities whatsoever, whether based on federal, state, local, statutory or common law or any other law, rule or regulation, whether fixed or contingent, accrued or un-accrued, liquidated or un-liquidated, at law or in equity, matured or un-matured, whether class, and/or individual in nature, including both known claims and “Unknown Claims” (as defined below), (i) that have been asserted in this Action by Lead Plaintiff against any of the Released Persons, or (ii) that could have been asserted in this Action, or in any other action or forum by Lead Plaintiff and/or members of the Class or any of them against any of the Released Persons which arise out of or are based upon or relate in any way to the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, or referred to in the Action, and which relate to the purchase or sale of LDK ADS, the purchase of call options for LDK ADS, or the sale of put options for LDK ADS during the Class Period. Notwithstanding the foregoing, “Released Claims” does not include claims asserted in the shareholder derivative action entitled *Coonerty v. Xiaofeng Peng, et al.*, Superior Court of California, County of Santa Clara, Case No. 108 CV 103758. In addition, “Released Claims” does not include claims relating to the enforcement of the Settlement.

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

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

#### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want a payment from this Settlement, and you want to keep the right to sue or continue to sue the Defendants on your own about the same claims being released in this Settlement, then you must take steps to exclude yourself from the Settlement. This is referred to as “opting out” of the Class.

#### **14. How do I exclude myself from the Settlement?**

If you have not previously excluded yourself from the Class and you wish to do so you must send a letter by mail stating that you want to be excluded from *In re LDK Solar Securities Litigation*, Master File No. C 07-05182 WHA (BZ). You must include your name; address; telephone number; your signature; and the quantity and type of LDK Securities you purchased or sold from June 1, 2007, through October 7, 2007, inclusive; and the dates of each such transaction. If you have already excluded yourself pursuant to the Notice of Pendency of Class Action that was sent to Class Members last year and you still do not want to be part of the Class, you do not have to do anything to remain excluded from the Class. If you wish to request exclusion for the first time, your Request for Exclusion must be sent to:

LDK SECURITIES LITIGATION  
CLAIMS ADMINISTRATOR  
EXCLUSIONS  
C/O A.B. DATA, LTD.  
PO BOX 170500  
MILWAUKEE, WI 53217-8042

Please keep a copy of everything you send by mail, in case it is lost during shipping.

Your Request for Exclusion must be **received** no later than **May 6, 2010**. You cannot exclude yourself over the phone or by email, and **it is not sufficient** to have your request only postmarked before **May 6, 2010**, if it is not actually **received** by **May 6, 2010**. If you ask to be excluded, you are not eligible to receive any Settlement payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit and you will not be prevented by this Settlement from pursuing the claims that are being released in this Settlement.

#### **15. How do I include myself in the Class if I have previously requested to be excluded?**

If, in response to this Notice or to the Notice of Pendency of Class Action that was sent to Class Members last year, you requested to be excluded from the Class, you are excluded from the Settlement and do not need to do anything to remain excluded. However, if you now wish to participate in the Settlement you may withdraw your Request for Exclusion by sending a letter instructing the Claims Administrator to withdraw your Request for Exclusion. Your letter should be mailed to:

LDK SECURITIES LITIGATION  
CLAIMS ADMINISTRATOR  
EXCLUSION WITHDRAWAL  
C/O A.B. DATA, LTD.  
PO BOX 170500  
MILWAUKEE, WI 53217-8042

Your letter must be received no later than **June 14, 2010**.

#### **16. If I do not exclude myself, can I sue the Defendants for the same thing later?**

No. Unless you exclude yourself, you give up any right you may have to sue the Defendants or the Released Parties for the claims being released by this Settlement. If you have a pending lawsuit relating to the claims being released in this case against any of the Defendants, speak to your lawyer in that case immediately and give him/her this packet. Remember, the deadline for the receipt of Requests for Exclusion is **May 6, 2010**.

#### **17. If I exclude myself, can I receive a payment from this Settlement?**

No. If you exclude yourself, you cannot send in a Proof of Claim. But, you may sue, continue to sue, or be part of a different lawsuit asserting the claims being released in this Settlement against the Defendants or the Released Parties.

#### **THE LAWYERS REPRESENTING YOU**

#### **18. Do I have a lawyer in this case?**

The Court appointed the law firm of Cohen Milstein Sellers & Toll PLLC to represent you and the other Class Members. This law firm is called Lead Counsel. The Court also appointed the law firm of Berman DeValerio as liaison counsel to represent you and the other Class Members. This law firm is referred to as Liaison Counsel. Lead Counsel and Liaison Counsel are collectively referred to as Plaintiff’s Counsel. You will not be individually charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

## 19. How will the lawyers be paid?

Plaintiff's Counsel will apply to the Court for attorneys' fees not to exceed 15% of the \$16 million Settlement Fund and for reimbursement of their out-of-pocket expenses up to \$3,100,000 which they paid or are payable in this litigation (collectively, an average of \$0.39 per damaged share), plus interest on these amounts at the same rate as earned by the Settlement Fund. **The amounts approved by the Court will be paid from the Settlement Fund.** Class Members are not personally liable for any fees or expenses of Plaintiff's Counsel.

The attorneys' fees and expenses requested will be the only payment to Plaintiff's Counsel for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis. To date, Plaintiff's Counsel has not been paid for their services for conducting this litigation on behalf of the Plaintiff and the Class or for their substantial out-of-pocket expenses. The fees requested will compensate Plaintiff's Counsel for their work in litigating the case and reaching the Settlement. Lead Counsel believes that the request is lower than the range of fees awarded to class counsel under similar circumstances in other cases of this type. The request is made in accordance with a fee agreement made between Lead Counsel and Lead Plaintiff Javidzad and filed with the Court prior to the appointment of Lead Counsel to represent the Class. The Court may, however, award less than this amount.

Lead Counsel incurred approximately \$3 million in expenses while vigorously litigating this complex case through the completion of the discovery process over a period of more than two years. Approximately half of these expenses are the fees and expenses of experts hired by Lead Counsel. A substantial part of the remaining costs are for the review of documents, the translation of documents from Chinese, and the taking of deposition testimony from LDK employees, mostly in Hong Kong and in languages other than English. With the approval of the Court, Lead Counsel also intends to reimburse Mr. Javidzad for his out-of-pocket expenses and for the substantial amount of time he spent representing the Class, including by attending hearings and mediation sessions and conferring with Lead Counsel. He will request no more than \$8,250 for his out-of-pocket expenses and no more than \$23,000 for his time.

### **OBJECTING TO THE SETTLEMENT**

You can tell the Court that you do not agree with the Settlement or some part of it.

## 20. How do I tell the Court that I do not like the Settlement, the Plan of Allocation, or the request for attorneys' fees and expenses?

If you are a Class Member, you can object to the Settlement if you do not like any part of it. You may also object to the proposed Plan of Allocation and the request by Plaintiff's Counsel for an award of attorneys' fees and costs. To object, you must send a letter, brief, or other writing saying that you object to the Settlement in *In re LDK Solar Securities Litigation*, Master File No. C 07-05182 WHA, and explaining in detail the basis for your objection or objections. Be sure to include your name; address; telephone number; your signature; the number and type of LDK Securities that you purchased or sold from June 1, 2007, through October 7, 2007, inclusive; the dates of these purchases and sales; and copies of documents (such as brokerage statements) sufficient to show that you are a member of the Class. Any objection to the Settlement and Plan of Allocation and request of Plaintiff's Counsel for an award of fees and costs must be mailed or delivered such that it is **received by each of the following** no later than **June 3, 2010**:

#### **The Court:**

Clerk of the Court  
United States District Court for the  
Northern District of California  
450 Golden Gate Avenue  
San Francisco, CA 94102

#### **Lead Counsel:**

Herbert E. Milstein  
COHEN MILSTEIN SELLERS &  
TOLL PLLC  
1100 New York Avenue, N.W.  
West Tower, Suite 500  
Washington, DC 20005

#### **Counsel for Defendants:**

James J. Farrell  
LATHAM & WATKINS LLP  
355 South Grand Avenue  
Los Angeles, CA 90071  
Telephone: 213-485-1234  
Facsimile: 213-891-8763

## 21. What is the difference between objecting to the Settlement and excluding myself from the Class?

Objecting is simply telling the Court that you do not like something about the Settlement, the Plan of Allocation, or the application for attorneys' fees and expenses and, in detail, the basis for your objection or objections. You can object **only if** you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you have excluded yourself or if you do exclude yourself, you have no basis to object because the case no longer affects you.

### **THE COURT'S FAIRNESS HEARING**

## 22. When and where will the Court decide whether to approve the Settlement?

The Court will hold a hearing at **8:00 a.m. on June 17, 2010**, at the United States District Court for the Northern District of California, 450 Golden Gate Avenue, Courtroom 9, 19th Floor, San Francisco, CA 94102. At this hearing the Court will consider whether the Settlement and the Plan of Allocation are fair, reasonable, and adequate. The Court may also consider Plaintiff's Counsel's application for attorneys' fees and reimbursement of expenses. If there are written objections that were received by **June 3, 2010**, the Court will consider them. The Court will also listen to people who have requested in writing by June 3, 2010, to speak at the hearing. The Court may adjourn or reschedule the hearing to a later date without further notice to the Class.

## 23. Do I have to come to the hearing?

No. Lead Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you do not have to come to court to talk about it. As long as your written objection is received on time, the Court will consider it. You may also pay your own lawyer to attend, but this is not necessary.

**24. May I speak at the hearing?**

You may ask the Court for permission to speak at the hearing. To do so, you must send a letter or brief (or other written request) stating your intention to appear in *In re LDK Solar Securities Litigation*, Master File No. C 07-05182 WHA, and explain in detail what you will address at the hearing. Be sure to include your name; address; telephone number; your signature; the number and type of LDK Securities that you purchased or sold from June 1, 2007, through October 7, 2007, inclusive; the dates of these purchases and sales; and copies of documents (such as brokerage statements) sufficient to show that you are a member of the Class. Your Notice of Intention to Appear must be **received** no later than **June 3, 2010**, and be sent to the Clerk of the Court, Lead Counsel, and Defendants' counsel, at the addresses listed in Question 20. You cannot speak at the hearing if you exclude yourself from the Settlement.

**IF YOU DO NOTHING**

**25. What happens if I do nothing at all?**

If you do nothing, you will receive no money from this Settlement. But, if you are a member of the Class, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendants or the Related Parties about the claims being released in this Settlement.

**OBTAINING MORE INFORMATION**

**26. Are there more details about the Settlement?**

This Notice summarizes the proposed Settlement. More details are in the Stipulation of Settlement dated February 9, 2010. You can obtain a copy of the Stipulation of Settlement or more information about the Settlement from the Claims Administrator by phone at 866-905-8127, or on the Internet at [www.ldksolarsecuritieslitigation.com](http://www.ldksolarsecuritieslitigation.com). You can also obtain a copy of the Stipulation from the Clerk's office at the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102, during regular business hours.

**DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE**

**SPECIAL NOTICE TO NOMINEES**

If, during the period from June 1, 2007, through October 7, 2007, you (a) purchased LDK ADS; (b) purchased call options for LDK ADS; or (c) sold put options for LDK ADS for the beneficial interest of a person or organization other than yourself, the Court has directed that within ten days after you receive this Notice, you must either: (1) send a copy of this Notice and the Proof of Claim by First-Class Mail to all such persons or entities, (2) provide a list of the names and addresses of such persons or entities to the Claim Administrator, or (3) if you have previously provided a list in electronic format to the Claims Administrator in this matter in response to the May 21, 2009, Notice of Pendency of Class Action, confirm that there are no changes to the list and you need not provide that list again:

**LDK SECURITIES LITIGATION  
CLAIMS ADMINISTRATOR  
ATTENTION: FULFILLMENT DEPARTMENT  
C/O A.B. DATA, LTD.  
3410 WEST HOPKINS STREET  
PO BOX 170500  
MILWAUKEE, WI 53217-8042**

If you choose to mail the Notice and Proof of Claim yourself, you may obtain from the Claim Administrator (without cost to you) as many additional copies of these documents as you will need to complete the mailing.

In either case, you may obtain reimbursement for or advancement of reasonable administrative costs actually incurred or expected to be incurred in connection with forwarding the Notice and Proof of Claim and which would not have been incurred but for the obligation to forward the Notice and Proof of Claim, upon submission of appropriate documentation to the Claims Administrator.

DATED: MARCH 19, 2010

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BY ORDER OF THE COURT  
UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA