

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

SCHEDULE 13D

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

LDK Solar Co., Ltd.

(Name of Issuer)

Ordinary Shares, \$0.10 par value

(Title of Class of Securities)

50183L107

(CUSIP Number)

**Paul W. Boltz, Jr., Esq.
Ropes & Gray
41st Floor, One Exchange Square
8 Connaught Place Central, Hong Kong
T +852 3664 6488**

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

February 4, 2016

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. ☐

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

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1.	Name of Reporting Person. OCP Asia Limited I.R.S. Identification No. of Above Person (Voluntary)	
2.	Check the Appropriate Box if a Member of a Group	
	(a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds Not applicable	
5.	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Cayman Islands	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power
	8.	Shared Voting Power 30,865,437 (1)
	9.	Sole Dispositive Power
	10.	Shared Dispositive Power 30,865,437 (1)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 30,865,437 (1)	
12.	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 9.9% (1)	
14.	Type of Reporting Person OO, HC	

(1) As of February 4, 2016, the number of shares beneficially owned includes 3,422,016 Ordinary Shares, par value \$0.10 per share (the "Shares"), represented by American depositary shares ("ADSs") and a principal amount of \$75,840,104 of 5.535% Convertible Senior Notes Due 2018 (the "Notes") exercisable into 1,394,632,291 Shares, which are directly held by Orchard Centar Master Limited and Orchard Makira Master Limited. However, deed polls limit the ability of Orchard Centar Master Limited and Orchard Makira Master Limited to convert the Notes if it would result in an aggregate ownership of more than 9.9% of the Issuer's total outstanding shares while the deed poll remains in effect. Please see Item 4 for additional details.

1.	Name of Reporting Person. OCP Asia (Hong Kong) Limited I.R.S. Identification No. of Above Person (Voluntary)		
2.	Check the Appropriate Box if a Member of a Group		
	(a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>		
3.	SEC Use Only		
4.	Source of Funds Not applicable		
5.	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>		
6.	Citizenship or Place of Organization Hong Kong		
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power	
	8.	Shared Voting Power 30,865,437 (1)	
	9.	Sole Dispositive Power	
	10.	Shared Dispositive Power 30,865,437 (1)	
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 30,865,437 (1)		
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14.	Type of Reporting Person OO, HC		

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1.	Name of Reporting Person. OCP Asia (Singapore) Pte. Limited I.R.S. Identification No. of Above Person (Voluntary)		
2.	Check the Appropriate Box if a Member of a Group		
	(a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>		
3.	SEC Use Only		
4.	Source of Funds Not applicable		
5.	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>		
6.	Citizenship or Place of Organization Singapore		
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power	
	8.	Shared Voting Power 30,865,437 (1)	
	9.	Sole Dispositive Power	
	10.	Shared Dispositive Power 30,865,437 (1)	
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1.	Name of Reporting Person. Stuart M. Wilson		
2.	Check the Appropriate Box if a Member of a Group		
	(a)	<input type="checkbox"/>	
	(b)	<input checked="" type="checkbox"/>	
3.	SEC Use Only		
4.	Source of Funds Not applicable		
5.	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>		
6.	Citizenship or Place of Organization United States		
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power	
	8.	Shared Voting Power 30,865,437 (1)	
	9.	Sole Dispositive Power	
	10.	Shared Dispositive Power 30,865,437 (1)	
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 30,865,437 (1)		
12.	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>		
13.	Percent of Class Represented by Amount in Row (11) 9.9% (1)		
14.	Type of Reporting Person IN		

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1.	Name of Reporting Person. Teall N. Edds		
2.	Check the Appropriate Box if a Member of a Group		
	(a)	<input type="checkbox"/>	
	(b)	<input checked="" type="checkbox"/>	
3.	SEC Use Only		
4.	Source of Funds Not applicable		
5.	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>		
6.	Citizenship or Place of Organization United States		
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power	
	8.	Shared Voting Power 30,865,437 (1)	
	9.	Sole Dispositive Power	
	10.	Shared Dispositive Power 30,865,437 (1)	
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 30,865,437 (1)		
12.	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>		
13.	Percent of Class Represented by Amount in Row (11) 9.9% (1)		
14.	Type of Reporting Person IN		

(1) As of February 4, 2016, the number of shares beneficially owned includes 3,422,016 Shares represented by ADSs and a principal amount of \$75,840,104 of the Notes exercisable into 1,394,632,291 Shares, which are directly held by Orchard Centar Master Limited and Orchard Makira Master Limited. However, deed polls limit the ability of Orchard Centar Master Limited and Orchard Makira Master Limited to convert the Notes if it would result in an aggregate ownership of more than 9.9% of the Issuer's total outstanding shares while the deed poll remains in effect. Please see Item 4 for additional details.

SCHEDULE 13D

Item 1. Security and Issuer

This statement on Schedule 13D relates to the Shares of LDK Solar Co., Ltd. (the “Issuer”). The address of the principal executive offices of the Issuer is Hi-Tech Industrial Park, Xinyu City, Jiangxi Province 338032 People’s Republic of China.

Item 2. Identity and Background

(a)-(c) **This statement is filed on behalf of each of the following persons (collectively, the “Reporting Persons”):**

- (i) OCP Asia Limited (“OCP Asia”);
- (ii) OCP Asia (Hong Kong) Limited (“OCP Hong Kong”);
- (iii) OCP Asia (Singapore) Pte. Limited (“OCP Singapore”);
- (iv) Stuart M. Wilson (“Mr. Wilson”); and
- (v) Teall N. Edds (“Mr. Edds”).

This statement relates to the Shares held, or which may be acquired, for the accounts of Orchard Centar Master Limited (the “Centar Fund”) and Orchard Makira Master Limited (the “Makira Fund”). OCP Asia serves as the investment adviser to the Centar Fund and the Makira Fund. OCP Hong Kong and OCP Singapore are wholly-owned subsidiaries of OCP Asia which serve as sub-managers to the Centar Fund and The Makira Fund. In such capacities, OCP Asia, OCP Hong Kong and OCP Singapore may be deemed to have voting and dispositive power over the Shares held, or which may be acquired, for the accounts of the Centar Fund and the Makira Fund.

Mr. Wilson and Mr. Edds are the controlling shareholders of OCP Asia. In such capacities, Mr. Wilson and Mr. Edds may be deemed to have voting and dispositive power over the Shares held, or which may be acquired, for the accounts of Centar Fund and the Makira Fund. Neither Mr. Wilson nor Mr. Edds holds any Shares directly, and each disclaims beneficial ownership of the Shares held, or which may be acquired, for the account of the Centar Fund and the Makira Fund.

With respect to each of the Reporting Persons, the names of each of the executive officers and directors, or persons holding equivalent positions, of such Reporting Person and their respective principal business address, principal occupation and citizenship are provided in Schedule 1 hereto.

As described in Item 4, the Reporting Persons and certain other holders of the Notes, namely BFAM Asian Opportunities Master Fund, L.P. (“BFAM”) and D. E. Shaw Galvanic International, Inc. (“D.E. Shaw”), delivered a written notice of default to the Issuer, dated February 4, 2016 (the “Default Notice”), and have jointly filed a winding up petition with respect to the Issuer, dated February 5, 2016 (the “Winding Up Petition”). As a result, the Reporting Persons, BFAM and D.E. Shaw may be deemed to constitute a “group” within the meaning of Rule 13d-5 under the Act; however, neither the present filing nor anything contained herein shall be construed as an admission that the Reporting Persons (or any of them) constitute a “group” with BFAM or D.E. Shaw (or any of their affiliates) for any purpose.

Pursuant to Rule 13d-1(k)(2), the Reporting Persons, BFAM and D.E. Shaw are filing or have filed separate statements on Schedule 13D with respect to the Shares.

Information about BFAM and D.E. Shaw is expected to be contained in their respective Schedule 13D filings to be filed as a result of their participation in the execution of the Default Notice and filing of the Winding Up Petition. The Reporting Persons take no responsibility for the information contained in any Schedule 13D or amendment thereto filed or to be filed by BFAM or D.E. Shaw (or any of their affiliates).

The agreement among the Reporting Persons to make this single, joint filing is annexed hereto as Exhibit A.

- (d)-(e) During the last five years, none of the persons or entities referred to in this Item 2 have been (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.
- (f) Citizenship:
 - (i) OCP Asia is a Cayman Islands incorporated limited company;
 - (ii) OCP Hong Kong is a Hong Kong incorporated limited company;
 - (iii) OCP Singapore is a Singapore incorporated limited company; and
 - (iv) Mr. Wilson is a citizen of the United States;
 - (v) Mr. Edds is a citizen of the United States.

Item 3. Source and Amount of Funds

The source of funds for the Reporting Persons' acquisition of the Shares referred to in Item 4 below was the respective working capital, or funds available for investment, of the Centar Fund and the Makira Fund.

Item 4. Purpose of Transaction

As of February 4, 2016, the Centar Fund held 3,016,912 Shares represented by ADSs and the Makira Fund held 405,104 Shares represented by ADSs, or 0.97% and 0.13% of the total Shares outstanding, respectively, based on a total of 311,772,098 Shares issued and outstanding as of June 30, 2015, as reported in the Issuer's Report on Form 6-K filed with the Securities and Exchange Commission on September 30, 2015.

As of February 4, 2016, the Centar Fund and the Makira Fund (collectively, the "OCP Noteholders") held principal amounts of \$64,793,767 and \$11,046,337 of the Notes, respectively. The indenture for the Notes, dated December 10, 2014 (the "Indenture"), provides that the Notes are convertible into Shares at a floating rate (the "Floating Conversion Rate") calculated as the number of Shares into which \$1,000 of the principal amount of the Notes may be convertible at the volume weighted average price of the Issuer's ADSs for the 20-trading-day period immediately prior to (but excluding) the date of the notice of conversion (one ADS being equal to one Share), subject to certain limitations as set forth below. The Indenture further provides that during the one year period from April 1, 2015 to March 31, 2016, no more than \$62.5 million of the aggregate principal amount of the Notes may be converted, and no more than \$20 million of the aggregate principal amount of the Notes may be converted during any rolling quarter during that one year period.

The aggregate principal amount of the Notes directly held by the OCP Noteholders was convertible into 1,394,632,291 Shares based on an assumed Floating Conversion Rate of \$0.05438 on February 4, 2016, or 81.73% of the total Shares outstanding. However, the OCP Noteholders each agreed pursuant to a series of deed polls dated April 1, 2015, April 28, 2015, May 30, 2015, June 29, 2015, July 27, 2015, August 25, 2015, September 28, 2015, October 26, 2015, November 26, 2015, December 23, 2015 and January 19, 2016 executed by each of the OCP Noteholders for the benefit of the Issuer to further limit their conversion rights such that the conversion rights may be exercised only to the extent that immediately following such conversion the OCP Noteholders own no more than 9.99% of the total number of Shares outstanding (the "Conversion Limit"). A copy of the currently effective deed polls, each dated January 19, 2016, which will expire by their terms on April 25, 2016, are attached hereto as Exhibits D and E.

According to the Issuer's public announcements, on November 17, 2015, the Issuer completed a bankruptcy restructuring with respect to certain of its PRC-based subsidiaries. Such bankruptcy restructuring resulted in a default under the Indenture upon which the principal of, and any premium and accrued and unpaid interest on, all of the Notes became immediately due and payable.

In connection with such default, the Reporting Persons, BFAM and D.E. Shaw engaged in informal discussions with one another regarding potential alternatives for enforcing their rights as holders of the Notes. On February 4, 2016, the Reporting Persons, BFAM and D.E. Shaw determined to deliver the Notice of Default to the Issuer stating that the Issuer was in default of the Notes under the terms of the Indenture. The Default Notice contained a statement demanding confirmation by February 5, 2016 at 5:00 pm (Hong Kong time) that the Issuer had paid all amounts due under the Notes. A copy of the Notice of Default is attached hereto as Exhibit B.

Having not received such confirmation of payment by 5:00 pm (Hong Kong time) on February 5, 2016 as demanded in the Default Notice, the Reporting Persons, BFAM and D.E. Shaw jointly determined to execute and file the Winding Up Petition in the Grand Court of the Cayman Islands, the Issuer's jurisdiction of incorporation, to request, among other things, an order to wind up and liquidate the Issuer. A copy of the Winding Up Petition is attached hereto as Exhibit C.

Except as otherwise described in this statement, the Reporting Persons do not have any present plans or proposals that relate to or would result in: (i) the acquisition by any person of additional securities of the Issuer, or the disposition of securities of the Issuer; (ii) an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Issuer or any of its subsidiaries; (iii) a sale or transfer of a material amount of assets of the Issuer or any of its subsidiaries; (iv) any change in the present board of directors or management of the Issuer, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the board; (v) any material change in the present capitalization or dividend policy of the Issuer; (vi) any other material change in the Issuer's business or corporate structure; (vii) changes in the Issuer's charter, by-laws or instruments corresponding thereto or other actions which may impede the acquisition of control of the Issuer by any person; (viii) causing a class of securities of the Issuer to be de-listed from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association; (ix) a class of equity securities of the Issuer becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Act; or (x) any action similar to any of those enumerated above.

The Reporting Persons may change their present intentions at any time and therefore reserve their right to make alternative plans or proposals in the future or take any other steps to enhance the value of their investment. The Reporting Persons may, from time to time, depending on market conditions and other considerations, acquire additional securities, take other steps to enhance the value of their investment or dispose of some or all of the securities of the Issuer held by them, including through trades in the open market, through privately negotiated transactions with third parties or otherwise. These potential actions could involve one or more of the events referred to above, including, potentially, one or more mergers, consolidations, sales or acquisitions of assets, change in control, issuances, purchases, dispositions or pledges of securities or other changes in capitalization. In addition, from time to time the Reporting Persons and their representatives and advisers may communicate with other shareholders, industry participants and other interested parties concerning the Issuer.

Item 5. Interest in Securities of Issuer

- (a) The information requested by this paragraph is incorporated herein by reference to the information provided on the cover pages to this Schedule 13D.
- (b) The information requested by this paragraph is incorporated herein by reference to the information provided on the cover pages to this Schedule 13D.

- (c) Except as disclosed herein, none of the Reporting Persons or their affiliates has effected any transactions in the securities of the Issuer during the past 60 days.
- (d) No person other than the Reporting Persons or any of the persons set forth in Item 2 has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of the Shares.
- (e) Not Applicable.

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

The information provided in Items 4 and 5 is hereby incorporated by reference.

Item 7. Material to be Filed as Exhibits.

Exhibit A — Joint Filing Agreement by and among the Reporting Persons, dated February 16, 2016

Exhibit B — Default Notice to LDK Solar Co., Ltd., dated February 4, 2016

Exhibit C — Winding Up Petition with respect to LDK Solar Co., Ltd., dated February 5, 2016

Exhibit D — Noteholder's Deed Poll by Orchard Centar Master Limited, dated January 19, 2106

Exhibit E — Noteholder's Deed Poll by Orchard Makira Master Limited, dated January 19, 2106

SIGNATURES

After reasonable inquiry and to the best of their knowledge and belief, the undersigned certify that the information set forth in this statement is true, complete and correct.

Dated: February 16, 2016

OCP ASIA LIMITED

By: /s/ Colin Smith
Name: Colin Smith
Title: Authorized Signatory

OCP ASIA (HONG KONG) LIMITED

By: /s/ Ben Harris
Name: Ben Harris
Title: Authorized Signatory

OCP ASIA (SINGAPORE) PTE. LIMITED

By: /s/ Colin Smith
Name: Colin Smith
Title: Authorized Signatory

/s/ Stuart M. Wilson
Stuart M. Wilson

/s/ Teall N. Edds
Teall N. Edds

SCHEDULE 1

Executive Officers, Directors and Control Persons of the Reporting Persons

The following are each of the executive officers and directors, or persons holding equivalent positions, of OCP Asia Limited and their principal occupation or employment and citizenship.

Name	Principal Occupation	Citizenship	Principal Business Address
Board of Directors			
Stuart M. Wilson	Portfolio Manager	United States	c/o OCP Asia (Singapore) Limited, 350 Orchard Road, #12-01/03 Shaw House, Singapore 238868
Teall N. Edds	Portfolio Manager	United States	c/o OCP Asia (Singapore) Limited, 350 Orchard Road, #12-01/03 Shaw House, Singapore 238868
Executive Officers			
Stuart M. Wilson	As above	As above	As above
Teall N. Edds	As above	As above	As above
Daniel Simmons	Portfolio Manager	Australia	c/o OCP Asia (Hong Kong) Limited, 34/F Gloucester Tower, The Landmark, 15 Queen's Rd, Central, Hong Kong
Colin Smith	General Counsel	United Kingdom	c/o OCP Asia (Hong Kong) Limited, 34/F Gloucester Tower, The Landmark, 15 Queen's Rd, Central, Hong Kong
Nick Cusack	Chief Operating Officer	Australia	c/o OCP Asia (Singapore) Limited, 350 Orchard Road, #12-01/03 Shaw House, Singapore 238868

The following are each of the executive officers and directors, or persons holding equivalent positions, of OCP Asia (Hong Kong) Limited and their principal occupation or employment and citizenship.

Name	Principal Occupation	Citizenship	Principal Business Address
Board of Directors			
Stuart M. Wilson	Portfolio Manager	United States	c/o OCP Asia (Singapore) Limited, 350 Orchard Road, #12-01/03 Shaw House, Singapore 238868
Colin Smith	General Counsel	United Kingdom	c/o OCP Asia (Hong Kong) Limited, 34/F Gloucester Tower, The Landmark, 15 Queen's Rd, Central, Hong Kong
Ben Harris	Legal Counsel	United Kingdom	c/o OCP Asia (Hong Kong) Limited, 34/F Gloucester Tower, The Landmark, 15 Queen's Rd, Central, Hong Kong
Executive Officers			
Stuart M. Wilson	As above	As above	As above
Teall N. Edds	Portfolio Manager	United States	c/o OCP Asia (Singapore) Limited, 350 Orchard Road, #12-01/03 Shaw House, Singapore 238868
Daniel Simmons	Portfolio Manager	Australia	c/o OCP Asia (Hong Kong) Limited, 34/F Gloucester Tower, The Landmark, 15 Queen's Rd, Central, Hong Kong
Colin Smith	As above	As above	As above
Nick Cusack	Chief Operating Officer	Australia	c/o OCP Asia (Singapore) Limited, 350 Orchard Road, #12-01/03 Shaw House, Singapore 238868

The following are each of the executive officers and directors, or persons holding equivalent positions, of OCP Asia (Singapore) Pte. Limited and their principal occupation or employment and citizenship.

Name	Principal Occupation	Citizenship	Principal Business Address
Board of Directors			
Stuart M. Wilson	Portfolio Manager	United States	c/o OCP Asia (Singapore) Limited, 350 Orchard Road, #12-01/03 Shaw House, Singapore 238868
Teall N. Edds	Portfolio Manager	United States	c/o OCP Asia (Singapore) Limited, 350 Orchard Road, #12-01/03 Shaw House, Singapore 238868
Colin Smith	General Counsel	United Kingdom	c/o OCP Asia (Hong Kong) Limited, 34/F Gloucester Tower, The Landmark, 15 Queen's Rd, Central, Hong Kong
Executive Officers			
Stuart M. Wilson	As above	As above	As above
Teall N. Edds	As above	As above	As above
Daniel Simmons	Portfolio Manager	Australia	c/o OCP Asia (Hong Kong) Limited, 34/F Gloucester Tower, The Landmark, 15 Queen's Rd, Central, Hong Kong
Colin Smith	General Counsel	United Kingdom	c/o OCP Asia (Hong Kong) Limited, 34/F Gloucester Tower, The Landmark, 15 Queen's Rd, Central, Hong Kong
Nick Cusack	Chief Operating Officer	Australia	c/o OCP Asia (Singapore) Limited, 350 Orchard Road, #12-01/03 Shaw House, Singapore 238868

JOINT FILING AGREEMENT

The undersigned hereby agree that the statement on Schedule 13D to which this Agreement is annexed as Exhibit 1, and any amendments thereto, is and will be filed on behalf of each of them in accordance with the provisions of Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended.

Dated: February 16, 2016

OCP ASIA LIMITED

By: /s/ Colin Smith
Name: Colin Smith
Title: Authorized Signatory

OCP ASIA (HONG KONG) LIMITED

By: /s/ Ben Harris
Name: Ben Harris
Title: Authorized Signatory

OCP ASIA (SINGAPORE) PTE. LIMITED

By: /s/ Colin Smith
Name: Colin Smith
Title: Authorized Signatory

/s/ Stuart M. Wilson
Stuart M. Wilson

/s/ Teall N. Edds
Teall N. Edds

4 February 2016

TO:
LDK Solar Co Ltd
c/- 1290 Oakmead Parkway
Suite 306
Sunnyvale CA 94085
United States of America
Email: jack@ldksolar.com

Attention: Company Secretary

Copy to:
The Bank of New York Mellon, London
Branch
One Canada Square
London E14 5AL
United Kingdom
Fax: +44 20 7964 2509

Attention: Corporate Trust — LDK Solar
5.535% Convertible Senior Notes due 2018

Dear Sirs

**5.535% Convertible Senior Notes due 2018 issued by LDK Solar Co Ltd (“2018 Notes”)
Notice of Event of Default under indenture dated 10 December 2014 (“2018 Indenture”)**

We refer to the 2018 Notes and the terms of the 2018 Indenture. We also refer to the announcement by LDK Solar Co Ltd (the “**Company**”) dated 18 November 2015 entitled “LDK Solar announces onshore restructuring” (“**Announcement**”).

Terms used in this letter have the same meaning as given to those terms in the 2018 Indenture, unless otherwise defined herein.

In the Announcement, the Company stated that, on 17 November 2015, the Intermediate People’s Court of Xinyu City of Jiangxi Province (the “**Court**”) accepted the applications of Xinyu City Chengdong Construction and Investment Corporation and China National Grid (Jiangxi Province) Corporation Ganxi Power Branch under the Enterprise Bankruptcy Law of the People’s Republic of China (the “**PRC Bankruptcy Law**”) against: (i) Jiangxi LDK Solar Hi-Tech Co Ltd, (ii) LDK Solar Hi-Tech (Xinyu) Co Ltd, (iii) Jiangxi LDK PV Silicon Technology Co Ltd and (iv) Jiangxi LDK Solar Polysilicon Co Ltd (the “**Onshore Subsidiaries**”). The Company also stated that on 17 November 2015, the Court declared the bankruptcy restructuring of the Onshore Subsidiaries and had designated a specially organized “Restructuring Group”

Copy to:
Sidley Austin, LLP
Level 39, Two International Finance Centre
8 Finance Street, Central
Hong Kong
Email: timothy.li@sidley.com

Attention: Timothy Li

Copy to:
The Bank of New York Mellon, Hong Kong
Branch
Level 24, Three Pacific Place
1 Queen’s Road East
Hong Kong
Fax: +852 2295 3283

Attention: Corporate Trust — LDK Solar
5.535% Convertible Senior Notes due 2018

within the Xinyu Hi-Tech Industrial Park Management Committee as the administrator, as called for under the PRC Bankruptcy Law.

The Court's declaration of the bankruptcy restructuring with respect to the Onshore Subsidiaries constituted an Event of Default under section 5.01(j) of the 2018 Indenture. The continuation of the bankruptcy restructuring cases without withdrawal or dismissal within 45 days from the commencement thereof constituted a further Event of Default under section 5.01(h) of the 2018 Indenture.

Pursuant to section 5.02(b) of the 2018 Indenture, if an Event of Default specified in section 5.01(h), (i) or (j) occurs, the principal of, and any premium and accrued and unpaid interest on, all of the 2018 Notes shall become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Holder. Accordingly, the aggregate principal amount outstanding under the 2018 Notes, and any accrued but unpaid interest, became immediately due and payable on 17 November 2015.

Each of Orchard Makira Master Ltd, Orchard Centar Master Limited, BFAM Asian Opportunities Master Fund, LP and D. E. Shaw Galvanic International, Inc. ("**Notifying Holders**") is a beneficial holder of the 2018 Notes and, as such, is a contingent creditor of the Company. Together, these entities hold 52.73% of the aggregate principal outstanding under the 2018 Notes. As at the date of this letter, none of these entities has received payment of the principal and interest due to them as beneficial holders, and enquiries with the Trustee confirm that no payments have been made by the Company as at 2 February 2016.

In the circumstances, we hereby demand payment of all outstanding principal, accrued and unpaid interest, and all other amounts owing under the 2018 Notes (the "**Debt**"), and hereby give notice to the Company that unless the Company provides confirmation to us by **5.00pm on 5 February 2016 (Hong Kong time)** that payment of the Debt has been made to the Paying Agent in accordance with the terms of the 2018 Indenture (and, following such confirmation, receipt of such payment is able to be verified by the Paying Agent within 24 hours thereafter), we may, without further notice to you, take action to enforce our rights with respect to the 2018 Notes and/or instruct the Trustee to do the same.

All of our rights in respect of the 2018 Notes, the 2018 Indenture and otherwise are expressly reserved.

Yours faithfully

THE NOTIFYING HOLDERS



OCP Asia (Hong Kong) Limited
on behalf of Orchard Makira Master Ltd



OCP Asia (Hong Kong) Limited
on behalf of Orchard Centar Master Limited

A handwritten signature in black ink, appearing to be 'D. E. Shaw', written over a light gray rectangular background.

D. E. Shaw Galvanic International, Inc.

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

BFAM Asian Opportunities Master Fund, LP

IN THE GRAND COURT OF THE CAYMAN ISLANDS

FINANCIAL SERVICES DIVISION

CAUSE NO FSD 0016 OF 2016 (AJJ)

IN THE MATTER OF THE COMPANIES LAW (2013 REVISION)

AND IN THE MATTER OF LDK SOLAR CO., LTD.

WINDING UP PETITION

TO THE GRAND COURT

The humble Petition of Orchard Makira Master Ltd of Craigmuir Chambers, PO Box 71, Road Town, Tortola, British Virgin Islands (“**Orchard Makira**”), Orchard Centar Master Limited of Commerce House, Wickhams Cay 1, PO Box 3140, Road Town, Tortola, British Virgin Islands (“**Orchard Centar**”), BFAM Asian Opportunities Master Fund, LP of c/o Intertrust Corporate Services (Cayman) Limited, 190 Elgin Avenue, George Town, Cayman Islands (“**BFAM**”), and D. E. Shaw Galvanic International, Inc. of Craigmuir Chambers, Road Town, Tortola, British Virgin Islands (“**D. E. Shaw Galvanic**”) (together, the “**Petitioners**”) shows that:

Preamble

1. The Petitioners present this petition for the winding up of LDK Solar Co., Ltd (the “**Company**”), and the appointment of joint official liquidators to the Company.
2. The Petitioners seek the winding up of the Company pursuant to Section 92(d) of the Companies Law (2013 Revision) (the “**Companies Law**”) on the grounds that the Company is unable to pay its debts.
3. Terms used herein which are not otherwise defined have the meaning given in the 2018 Indenture (as defined below).

Summary

4. The Company is the issuer of 5.535% convertible senior notes due 2018 (“**2018 Notes**”), which were issued on 17 December 2014 in the form of a global security, deposited with

and registered in the name of a Common Depositary for the Clearing Systems, pursuant to a New York law governed indenture dated 10 December 2014 (“**2018 Indenture**”).

5. The Petitioners are contingent creditors of the Company by virtue of holding the ultimate beneficial interest in US\$146,522,244 of the 2018 Notes, and having a contingent right to delivery of physical securities in exchange for their interests in the global security.
6. The Petitioners are also holders of *inter alia* American Depositary Shares (“**ADSs**”) issued by the Company, which represent in aggregate 5,856,717 ordinary shares of the Company, as follows:
 - (a) Orchard Makira, which holds 405,104 ADSs;
 - (b) Orchard Centar, which holds 3,016,912 ADSs;
 - (c) BFAM which holds 454,857 ADSs; and
 - (d) D. E. Shaw Galvanic which holds 1,979,844 ADSs.
7. As a result of the occurrence of certain Events of Default under the 2018 Indenture, the principal, and accrued and unpaid interest, on the 2018 Notes became immediately due and payable by the Company on 17 November 2015 or, in the alternative, became immediately due and payable on 1 January 2016, in either case without any declaration or other act on the part of the Trustee or any Holder.
8. As at 29 January 2016, the aggregate principal amount outstanding under the 2018 Notes was US\$277,850,376 and, as at the date of this petition, none of the Petitioners is aware of any payments having been made by the Company in reduction of this amount. The current principal amount outstanding comprises:
 - (a) the initial issue of US\$264,458,500 in aggregate principal amount of the 2018 Notes by the Company on 17 December 2014;
 - (b) a further issue of US\$2,723,800 in principal amount of 2018 Notes by the Company on 5 May 2015;
 - (c) additional principal in the amount of US\$7,251,841 added to the principal amount outstanding under 2018 Notes on account of payment in kind of the interest

instalment on the 2018 Notes due on 17 June 2015 (after conversions into ADSs totalling \$31,000);

- (d) additional principal in the amount of US\$7,446,635 added to the principal amount outstanding under the 2018 Notes on account of payment in kind of the interest instalment on the 2018 Notes due on 17 December 2015 (after conversions into ADSs totalling US\$7,446,635);
 - (e) decreases in the aggregate principal outstanding under the 2018 Notes on account of the Company honouring notices to convert principal outstanding into ADSs (during the period 1 January 2015 to 30 June 2015, total conversions, excluding conversions in respect of the June 2015 interest instalment, amounted to approximately US\$4.03 million).
9. As at the date of this petition, the Petitioners, as beneficial holders of the 2018 Notes, are collectively entitled to US\$146,522,244 of principal outstanding under the 2018 Notes (“**Debt**”), representing 52.73% of the aggregate principal outstanding under the 2018 Notes.
10. The Debt has not been paid. It is apparent that the Company is unable to pay its debts and it should therefore be wound up. As contingent creditors of the Company, the Petitioners now seek the appointment of liquidators to the Company.
11. The structure of this Petition is as follows:
- (a) Part A: The Company, the 2014 Restructuring and the Petitioners as contingent creditors;
 - (b) Part B: Events of Default under the 2018 Notes; and
 - (c) Part C: Insolvency of the Company, financial position of the Group (as defined in paragraph 15 below), and order sought for the winding up of the Company.

Part A: The Company, the 2014 Restructuring, and the Petitioners as contingent creditors

The Company

12. The Company is an exempted limited company incorporated under the laws of the Cayman Islands on 1 May 2006, and assigned company number 166736. The registered office of the Company is situated at c/o Offshore Incorporations (Cayman) Limited, PO Box, 2804, 4th Floor Willow House, Cricket Square, Grand Cayman KY1-1112, Cayman Islands. The objects for which the Company was established are unrestricted.
13. Pursuant to the Company's memorandum and articles of association, as amended on 22 January 2015 (the "**Articles**"), the Company's authorised share capital is US\$500,000,000 divided into 4,999,580,000 ordinary shares with a par value of US\$0.10 each, and 420,000 shares of such class or designation as the board of directors of the Company ("**Board**") may determine in accordance with Article 12 of the Articles. The amount of the Company's paid up share capital as at 30 June 2015 was US\$31.177 million (representing 311.77 million issued ordinary shares with par value of US\$0.10).
14. The ADSs issued by the Company are listed on OTC Markets, having ticker number LDKYQ. As at 15 January 2016, trading of the Company's shares closed at US\$0.05. In the past 12 months, the Company's ADSs have traded between a low of US\$0.01 and a high of US\$0.26.
15. The Company is the holding company of a group of companies incorporated in the Cayman Islands, the People's Republic of China ("**PRC**"), Hong Kong, Europe, the United States and Japan (collectively known as the "**Group**"). The Company's business is to hold shares in its subsidiaries and raise funding for the business and operations of the Group.
16. The Group is principally engaged in the design, development, manufacturing and marketing of photovoltaic ("**PV**") products and development of power plant projects in the PRC, and certain overseas markets. The Group produces polysilicon, mono and multicrystalline ingots, wafers, cells, modules, systems, power projects and solutions at principal manufacturing facilities in the PRC cities of Xinyu and Nanchang, in Jiangxi province, and in Suzhou, Jiangsu province.

The 2014 Restructuring

17. On 27 February 2014, the Company was placed into provisional liquidation and Eleanor Fisher and Tammy Fu of Zolfo Cooper were appointed as its provisional liquidators. While in provisional liquidation, the Company and the offshore entities within the Group underwent a financial restructuring (the “**Restructuring**”), in respect of which this Honourable Court *inter alia* sanctioned two Cayman Islands law governed schemes of arrangement on 7 November 2014 (FSD No 97 of 2014) (together the “**Cayman Schemes**”) with respect to the Company and one of its offshore subsidiaries, LDK Silicon & Chemical Technology Co., Ltd (“**LDK Silicon**”).
18. In addition to the Cayman Schemes, the Restructuring involved:
 - (a) schemes of arrangement in Hong Kong (the “**Hong Kong Schemes**”) with respect to the Company, LDK Silicon and LDK Silicon Holding Co., Limited (“**LDK Silicon Hong Kong**”) such Hong Kong Schemes being effected in parallel with the Cayman Schemes;
 - (b) a reorganization of three of the Group’s U.S. subsidiaries (LDK Solar USA, Inc.; LDK Solar Tech USA, Inc.; and LDK Solar Systems, Inc.) under Chapter 11 of the U.S. Bankruptcy Code (the “**Chapter 11 Reorganization**”); and
 - (c) recognition proceedings under Chapter 15 of the U.S. Bankruptcy Code in respect of the Cayman Scheme concerning the Company (the “**Chapter 15 Recognition**”).
19. The Cayman Schemes, Hong Kong Schemes and Chapter 11 Reorganization all became effective on 10 December 2014. On 18 February 2015, the Chapter 11 Reorganisation and Chapter 15 Recognition proceedings were closed by decree of the U.S. Bankruptcy Court, and on 21 April 2015, the provisional liquidation in the Cayman Islands came to an end.
20. A key component of the Restructuring was the restructuring of existing notes issued by the Company and due in 2014 (the “**2014 Notes**”). Under the terms of the Cayman Schemes and Hong Kong Schemes (together, the “**Schemes**”), the Company agreed, in exchange for the release of its obligations under the 2014 Notes by the existing

noteholders (“**2014 Holders**”), to issue to the 2014 Holders, amongst other consideration, the 2018 Notes.

21. Each of the Petitioners, as a person with a beneficial interest as principal in the 2014 Notes held in global form and with a right, upon satisfaction of certain conditions, to be issued definitive notes in accordance with the terms of the 2014 Notes, was recognised as a “Scheme Creditor” for the purpose of the Schemes. Each of the Petitioners was recognised by the Company as having an entitlement to vote at the relevant scheme meetings.

The 2018 Indenture

22. Pursuant to the terms of the Schemes, on 10 December 2014 the Company entered into *inter alia* the 2018 Indenture to provide for the issuance of the 2018 Notes. The Trustee under the Indenture is The Bank of New York Mellon, London Branch (the “**Trustee**”).
23. Pursuant to the terms of the 2018 Indenture:
- (a) Securities (as defined in the 2018 Indenture, and defined in this Petition as the “2018 Notes”) were to be issued initially in the form of one or more global Securities and deposited with The Bank of New York Mellon, London branch (“**Common Depository**”) (section 2.01 of the 2018 Indenture);
 - (b) the Company was authorised to issue the 2018 Notes, with Securities offered and sold in reliance on Rule 144A of the United States Securities Act requiring an additional legend (section 2.01 of the 2018 Indenture);
 - (c) the aggregate principal amount of the 2018 Notes may from time to time be increased or decreased to accommodate any PIK amount required (section 2.01 of the 2018 Indenture);
 - (d) each 2018 Note was required to be registered in the name of the Common Depository or its nominee (the “**Registered Holder**”) and deposited with the Common Depository as common depository for the Clearing Systems (section 2.15 of the 2018 Indenture);

- (e) if an Event of Default has occurred and is continuing with respect to the 2018 Notes and The Bank of New York Mellon (Luxembourg) S.A. (the “**Registrar**”) has received a written request from the Common Depositary to issue permanent certificated Notes in registered form (“**Physical Securities**”), Physical Securities shall be transferred to all beneficial owners, as identified by the Common Depositary, in exchange for their beneficial interests in the 2018 Notes (section 2.15(c)(ii) of the Indenture);
- (f) if the Common Depositary notifies the Company that the Common Depositary is unwilling or unable to continue as depositary for any Global Security and a successor Common Depositary is not appointed by the Company within 90 days of such notice or cessation, then Physical Securities shall be transferred to all beneficial owners, as identified by the Common Depositary, in exchange for their beneficial interests in the 2018 Notes (section 2.15(c)(i) of the Indenture);
- (g) the Company is required to pay the principal of, and (unless the Company has elected to PIK the interest payment) interest on, the 2018 Notes on the dates and in the manner provided in the 2018 Notes and the 2018 Indenture by payment not later than one Business Day prior to the Interest Payment Date or due date for repayment of principal (each, a “**Payment Date**”) (as applicable) to the account of the Paying Agent, which is then required to make payments to the Registered Holders (sections 2.13 and 4.05 of the 2018 Indenture);
- (h) the Company shall have the right to elect not to pay cash for such interest on the Notes by giving a written notice (the “**PIK Notice**”) to the Trustee, the Conversion Agent and the Paying Agent no later than 15 Business Days prior to the relevant interest payment date, *provided* that the Company shall not PIK with respect to any interest instalment due on the Maturity Date (section 2.13 of the 2018 Indenture); and
- (i) the Events of Default under section 5.01 of the 2018 Indenture include that *inter alia*:
 - (a) the Company fails to pay an interest instalment or any other amount on any Security when due, if such failure continues for 30 days after the date when due, subject to the Company’s right to elect to issue a PIK Notice at

least 15 business days before the relevant Payment Date (section 2.13 and 5.01(b) of the 2018 Indenture);

- (b) the Company fails to pay principal of, or premium, if any, on any Security when the same becomes due and payable whether on or before the Maturity Date;
- (c) the Company or any of its Subsidiaries default in any payment in relation to any obligations under the 2016 Indenture (defined below) and such default constitutes an “Event of Default” (however described) under that document (section 5.01(f)(iii) of the 2018 Indenture);
- (d) a voluntary or involuntary case or other proceeding is commenced under any applicable Bankruptcy Law, insolvency law or similar law now or hereafter in effect, seeking the appointment of any Custodian to, or to the property of, the Company or any Significant Subsidiary, unless permitted or contemplated under the Schemes; provided, however, that such case or proceeding shall not have been withdrawn or dismissed within 45 days (section 5.01(h) of the 2018 Indenture);
- (e) unless permitted or otherwise contemplated under the Schemes, a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:
 - (1) is for relief against the Company or any of the Significant Subsidiaries or any group of Subsidiaries that in aggregate would constitute a Significant Subsidiary in an involuntary case or proceeding, or adjudicates the Company or any of the Significant Subsidiaries insolvent or bankrupt (section 5.01(j)(i) of the 2018 Indenture);
 - (2) appoints a Custodian of the Company or any of the Significant Subsidiaries for all or substantially all of the property of the Company or any such Significant Subsidiary (section 5.01(j)(ii) of the 2018 Indenture); or

- (3) orders the winding up or liquidation of the company or any of the Significant Subsidiaries (section 5.01(j)(iii) of the 2018 Indenture).
- (j) “Significant Subsidiary with respect to any Person means any subsidiary of such Person that constitutes a “significant subsidiary” within the meaning of Rule 1-02(w) of Regulation S-X under the Securities Act, as such regulation is in effect [on the date of the 2018 Indenture], and includes a group of such subsidiaries that in the aggregate would constitute a Significant Subsidiary” (Section 1.01 of the 2018 Indenture);
- (k) if an Event of Default (excluding an Event of Default specified in section 5.01(h), (i) or (j) of the 2018 Indenture) occurs and is continuing, the Trustee by written notice to the Company, or the Registered Holders of at least 25% in aggregate principal amount of the Notes then outstanding by written notice to the Company and the Trustee, may declare the Notes to be immediately due and payable in full. Upon such declaration, the principal of, and any premium and any accrued and unpaid interest on the Notes shall be due and payable immediately (section 5.2 of the Indenture).
- (l) if an Event of Default specified in section 5.01(h), (i) or (j) of the 2018 Indenture, occurs, the principal of, and any premium and accrued and unpaid interest on the 2018 Notes shall become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Registered Holder (section 5.2 of the 2018 Indenture);
- (m) the Registered Holder of any 2018 Note may grant proxies and otherwise authorize any Person, including Participants and Persons that may hold interests through Participants, to take any action which a Registered Holder is entitled to take under the 2018 Indenture or the 2018 Notes (section 2.15(f) of the 2018 Indenture);
- (n) the right of the Registered Holder to *inter alia* receive payment or to bring suit for enforcement of payment after the respective due dates in the 2018 Indenture shall not be impaired without the consent of the Registered Holder (section 5.07 of the 2018 Indenture);

- (o) the 2018 Indenture is governed by the laws of the State of New York (section 11.09 of the 2018 Indenture); and
- (p) the parties to the Indenture submit to the non-exclusive jurisdiction of the New York Courts (section 11.10 of the 2018 Indenture).

The 2018 Notes

24. Pursuant to the terms of each of the 2018 Notes:

- (a) in accordance with the 2018 Indenture, the Company promised to:
 - (a) redeem the outstanding principal amount of the 2018 Notes on 31 December 2018; and
 - (b) pay interest on the outstanding principal amount of the 2018 Notes bi-annually in arrears on 17 June and 17 December (each an “**Interest Payment Date**”), commencing 17 June 2015, to the holders of record of the Notes as of 2 June and 2 December prior to each Interest Payment Date, at the rate of 5.535% per annum, subject to the Company’s right to issue a PIK Notice;
 - (c) pay default interest on any overdue instalment of principal or interest at the rate of 2% p.a.;
- (b) interest was to accrue on the basis of a 360 day year consisting of twelve 30-day months provided that the Company may choose to PIK any interest instalment payment;
- (c) if an Event of Default (excluding an Event of Default specified in section 5.01(h), (i) or (j) of the Indenture) occurs and is continuing, the Trustee by written notice to the Company, or the Registered Holders of at least 25% in aggregate principal amount of the 2018 Notes then outstanding by written notice to the Company and the Trustee, may declare the 2018 Notes to be immediately due and payable in full. Upon such declaration, the principal of, and any premium and any accrued and unpaid interest on the 2018 Notes shall be due and payable immediately (section 5.2 of the Indenture);

- (d) if an Event of Default specified in section 5.01(h), (i), or (j) of the Indenture occurs, the principal of, and any premium and accrued and unpaid interest on, all of the 2018 Notes shall become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Registered Holder; and
- (e) each of the 2018 Notes is governed by the laws of the State of New York.

2016 Indenture

- 25. In addition to the 2018 Indenture, on 10 December 2014 the Company also entered into an Indenture (the “**2016 Indenture**”), to provide for the issuance of 5.535% Convertible Senior Notes Due 2016 pursuant to which the aggregate principal amount of the Global Security or Securities shall not initially exceed the Preferred Obligations to the extent elected or assumed to have elected by the Initial Holders to exchange for Securities (as those terms are defined in the 2016 Indenture) as securities to be provided to creditors under the Schemes.
- 26. The Trustee under the 2018 Indenture is also the Trustee under the 2016 Indenture.
- 27. The terms of the 2016 Indenture are substantially similar to those of the 2018 Indenture save that, *inter alia*:
 - (a) the aggregate principal amount of the Global Security or Securities shall not initially exceed the Preferred Obligations to the extent elected or assumed to have elected by the Initial Holders to exchange for Securities (as those terms are defined in the 2016 Indenture);
 - (b) the Event of Default in section 5.01(f)(iii) is a combination of the Events of Default in section 5.01(i) and section 5.01(ii);
 - (c) section 5.01(h) relates to a voluntary or involuntary case against the Subsidiary Guarantor (LDK Silicon) as well as the Company or any Significant Subsidiary as in the 2018 Indenture;

- (d) section 5.01(j) relates an order or decree under a Bankruptcy Law in respect of the Subsidiary Guarantor (LDK Silicon), as well as the Company or any Significant Subsidiary as in the 2018 Indenture;
- (e) a default under section 5.01(f) of the 2016 Indenture results in automatic acceleration under the 2016 Indenture.

28. The terms of the notes issued under the 2016 Indenture (the “**2016 Notes**”) are materially the same as the 2018 Notes. Payment of the 2016 Notes is guaranteed by LDK Silicon & Chemical Technology Co., Ltd (as Subsidiary Guarantor) and Mr. Peng Xiaofeng.

The Petitioners

- 29. Orchard Makira is a limited liability company incorporated in the British Virgin Islands with its registered office at Craigmuir Chambers, PO Box 71, Road Town, Tortola, British Virgin Islands. Orchard Makira is an investment fund.
- 30. Orchard Centar is a limited liability company incorporated in the British Virgin Islands with its registered office at Commerce House, Wickhams Cay 1, PO Box 3140, Road Town, Tortola, British Virgin Islands. Orchard Centar is an investment fund.
- 31. BFAM is a limited partnership incorporated in the Cayman Islands with its registered office at c/o Intertrust Corporate Services (Cayman) Limited, 190 Elgin Avenue, George Town, Cayman Islands. BFAM is an investment fund.
- 32. D. E. Shaw Galvanic is a limited liability company incorporated in the British Virgin Islands with its registered office at Craigmuir Chambers, Road Town, Tortola, British Virgin Islands. D. E. Shaw Galvanic is an investment fund.

Status of the Petitioners

- 33. In accordance with standard practice in connection with cleared bond structures:
 - (a) the 2018 Notes were issued to, and are held by, the Registered Holder as nominee for the Common Depository;

- (b) participants (“**Participants**”) that hold accounts with Euroclear Bank S.A. / N.V (“**Euroclear**”) and/or Clearstream Banking S.A. (“**Clearstream**”) may buy and sell beneficial or economic interests in the 2018 Note(s) in dematerialised form through their Euroclear and/or Clearstream accounts; and
- (c) a third party investor (“**Beneficial Holder**”) who is not a Participant may buy and sell dematerialised interests in the 2018 Notes through a Participant who holds the 2018 Notes on its behalf (“**Account Holder**”).

34. The Petitioners are Beneficial Holders and hold the following interests in the 2018 Notes through their respective Account Holders:

	Aggregate principal amount of 2018 Notes held (US\$) as at the date of this petition	Holding as a percentage of aggregate principal outstanding amount of 2018 Notes	Account Holder (Participant)
Orchard Makira Master Ltd	11,046,337	3.98%	Credit Suisse Securities (Europe) Limited
Orchard Centar Master Limited	64,793,767	23.32%	Credit Suisse Securities (Europe) Limited
BFAM Asian Opportunities Master Fund, LP	36,037,843	12.97%	UBS, London
D. E. Shaw Galvanic International, Inc.	34,644,297	12.47%	Barclays Capital Securities Ltd
Aggregate Total	US\$ 146,522,244	52.73%	

Physical Notes

35. As an Event of Default has occurred and is continuing (as described further below), upon written request from the Common Depositary to the Registrar, Physical Notes shall be transferred to all Beneficial Holders as stipulated under section 2.15(c) of the Indenture. The Company has advised, in the Form F-3 Registration Statement filed with the SEC on 5 November 2015 (“**Prospectus**”) that upon receipt of “a written request from a holder of 2018 notes, [the Company] will issue individual definitive 2018 notes in registered form in exchange for the global security. Upon receipt of such notice from the common depositary or the 2018 indenture trustee, as the case may be, [the Company]

will use its best efforts to make arrangements with the common depository for the exchange of the book-entry interests in the global security for individual definitive 2018 notes and cause the requested individual definitive 2018 notes to be executed and delivered to the registrar in sufficient quantities and authenticated by the 2018 indenture trustee for delivery to holders of the 2018 notes.”

36. The Petitioners, having a right to individual, definitive Physical Securities, are therefore contingent creditors of the Company, the contingency being the issue and delivery of the Physical Securities.

Part B: Events of Default under the 2018 Notes

Bankruptcy proceedings commenced against Significant Subsidiaries

37. On 18 November 2015, the Company announced (the “**Announcement**”) that on 17 November 2015 the Intermediate People’s Court in Xinyu City of Jiangxi Province (“**PRC Court**”) had accepted applications by Xinyu City Chengdong Construction and Investment Corporation and China National Grid (Jingxi Province) Corporation Ganxi Power Branch pursuant to the Enterprise Bankruptcy Law of the People’s Republic of China (“**PRC EBL**”) for enforcement of payments due in the amounts of RMB 281,581,675 (US\$45,053,068) and RMB 53,473,487 (US\$8,555,758) respectively relating to borrowing and project fees due and payable (in the total sum of US\$53,608,826), against each of the following entities:
- (a) Jiangxi LDK Solar Hi-Tech Co., Ltd (“**Jiangxi LDK Solar**”);
 - (b) LDK Solar Hi-Tech (Xinyu) Co., Ltd (“**LDK Xinyu**”);
 - (c) Jiangxi LDK PV Silicon Technology Co., Ltd (“**Jiangxi LDK Silicon**”); and
 - (d) Jiangxi LDK Solar Polysilicon Co., Ltd (“**Jiangxi LDK Polysilicon**”)
- (the “**PRC Subsidiaries**”).
38. In the Announcement, the Company stated that the PRC Court had declared the commencement of the bankruptcy restructuring of the PRC Subsidiaries (“**Bankruptcy Cases**”), and had designated a specially organized “Restructuring Group” within the Xinyu Hi-Tech Industrial Park Management Committee (the “**Restructuring Group**”) as

the administrator as called for under the PRC EBL, with Mr. Shaorong Xu, Director of the Management Committee, as the responsible person in charge of the administrator and Jiangxi Yaojian Law Firm responsible for specific matters in the bankruptcy restructuring.

39. As a matter of PRC law:
- (a) the PRC EBL is the bankruptcy law applicable in the PRC for the relief of debtors;
 - (b) while there is no official English language translation of the PRC EBL, “administrator” is a commonly used and accurate term in English for the court appointed official described in Chapter 3 of the PRC EBL;
 - (c) the PRC Court is a “court of competent jurisdiction” to declare the commencement of a bankruptcy restructuring and appoint an administrator under the PRC EBL with respect to the PRC Subsidiaries;
 - (d) the PRC Court has announced that it has made orders under the PRC EBL;
 - (e) the orders of the PRC Court for the commencement of the Bankruptcy cases can be described as being “for relief” against the PRC Subsidiaries; and
 - (f) the Restructuring Group was appointed to act as the administrator as is required under the PRC EBL;
 - (g) the Restructuring Group, in its capacity as administrator of the PRC Subsidiaries, would have broad powers of supervision and management of the PRC Subsidiaries;
 - (h) if the PRC Court approves any PRC Subsidiary to manage its property and daily operations during the bankruptcy restructuring, such PRC Subsidiary would do so under the supervision of the Restructuring Group as administrator.
40. Based on the Company’s disclosures to the Petitioners during the course of the Restructuring and by way of its filings with the Securities and Exchange Commission (“SEC”) (as set out below), it is apparent that one or more of the PRC Subsidiaries is, and/or the PRC Subsidiaries are a group of subsidiaries that in the aggregate constitute, a “Significant Subsidiary” of the Company, as defined in the 2018 Indenture.

41. On 16 September 2014, the Company issued an Explanatory Statement in connection with the Schemes (“**Explanatory Statement**”). The Explanatory Statement disclosed that the Group’s principal manufacturing facilities are its onshore operations located in Xinyu City and Nanchang City of Jiangxi Province, and Suzhou City of Jiangsu Province. The Explanatory Statement further disclosed that the Group’s key onshore trading companies comprise a group of companies described as the “Onshore Operating Entities”, with the following entities being described as the “main material” Onshore Operating Entities:
- (a) Jiangxi LDK Solar (a PRC Subsidiary);
 - (b) Jiangxi LDK Silicon (a PRC Subsidiary);
 - (c) Jiangxi LDK Polysilicon (a PRC Subsidiary);
 - (d) LDK Solar Hi-Tech (Nanchang) Co., Ltd (“**LDK Solar Nanchang**”) (a company that is a 74.5% owned subsidiary of Jiangxi LDK Solar);
 - (e) LDK Solar Hi-Tech (Suzhou) Co. Ltd (“**LDK Solar Suzhou**”) (a company that is a 100% owned subsidiary of LDK Solar Nanchang; and
 - (f) LDK PV Technology (Xinyu) Project Co. Ltd.
42. In Appendix 39 of the Explanatory Statement, the Company provided a liquidation analysis prepared by its financial adviser in respect of the Restructuring, Jefferies. The liquidation analysis, dated September 15, 2014, states that, on a liquidation basis, the book value of the equity in Jiangxi LDK Solar was US\$77.7m out of total equity value in subsidiaries of \$382.8m (that is, 20%), and that it had an asset value of US\$766.6m out of a total asset value of the Company’s subsidiaries of US\$873.7m (that is, 88%).
43. The Company filed an annual report for the fiscal year ended 31 December 2014 with the SEC under cover of Form 20-F (“**2014 Annual Report**”). The 2014 Annual Report of the Company disclosed the following information regarding the PRC Subsidiaries, their relationship with the Company and role within the Group:
- (a) LDK is a holding company with no material operations;

- (b) the Company conducts its operations mainly through subsidiaries in the PRC, including Jiangxi LDK Solar, Jiangxi LDK Silicon, LDK Solar Nanchang and LDK Xinyu;
- (c) the Company's principal operating subsidiaries are Jiangxi LDK Solar, Jiangxi LDK Silicon and LDK Nanchang;
- (d) Jiangxi LDK Solar is a wholly owned subsidiary of the Company, and is the main onshore holding company of the Group;
- (e) LDK Xinyu, Jiangxi LDK Silicon and Jiangxi LDK Polysilicon are onshore entities, which are indirect wholly owned subsidiaries of the Company;
- (f) LDK conducts its principal business operations through its operating subsidiaries in the PRC and, therefore, virtually all of its onshore plants, properties, equipment and land use rights have been pledged to onshore PRC creditors as collateral; and
- (g) the Company is a holding company and its cash flow depends on dividends from its principal operating subsidiaries, Jiangxi LDK Solar, Jiangxi LDK Silicon and its other operating subsidiaries in the PRC.

44. Item 4 of the 2014 Annual Report is an organizational structure diagram described as a "simplified corporate structure as of the date of this annual report". It shows Jiangxi LDK Solar, Jiangxi LDK Silicon, Jiangxi LDK Polysilicon and LDK Xinyu, among other entities within the Group. The SEC's instructions for completion of Item 4C of Form 20-F are as follows:

"Organizational structure. If the company is part of a group, include a brief description of the group and the company's position within the group. Provide a listing of the company's significant subsidiaries, including name, country of incorporation or residence, proportion of ownership interests and, if different, proportion of voting power held."

45. Accordingly, the commencement of the Bankruptcy Cases against, and the appointment of the Restructuring Group as administrator of, the PRC Subsidiaries on 17 November 2015 constituted an Event of Default under section 5.01(j) of the 2018 Indenture, and

constituted a further Event of Default under section 5.01(h) of the 2018 Indenture as the Bankruptcy Cases were not withdrawn or dismissed within 45 days of commencement of the Bankruptcy Cases, being 1 January 2016.

Acceleration of the 2018 Notes

46. Pursuant to section 5.02 of the 2018 Indenture, if an Event of Default specified in section 5.01(h), (i) or (j) occurs, then the principal of, and any premium and accrued and unpaid interest on the 2018 Notes shall become and be immediately due and payable without any declaration or other act on the Trustee or any Registered Holder.
47. Accordingly, each of the Events of Default under sections 5.01(j) and 5.01(h) of the 2018 Indenture had the effect of accelerating the 2018 Notes under section 5.02(b) of the 2018 Indenture, making the principal sum of US\$270,403,741 immediately due and payable by the Company on 17 November 2015 or, in the alternative, 1 January 2016, in either case without any declaration or other act on the part of the Trustee or any Holder.

Amount Outstanding

48. As a result of the automatic acceleration under section 5.02 of the 2018 Notes, the following is due and owing by the Company in relation to the 2018 Notes beneficially held by the Petitioners:
- (a) to Orchard Makira, the outstanding principal amount of US\$11,046,337 plus interest on the outstanding principal amount at the rate of 5.535% p.a. (on the basis of a 360 day year) for the period 17 December 2015 to the date of this petition, and default interest on overdue principal and interest at a rate of 2% p.a.;
 - (b) to Orchard Centar, the outstanding principal amount of US\$64,793,767 plus interest on the outstanding principal amount at the rate of 5.535% p.a. (on the basis of a 360 day year) for the period 17 December 2015 to the date of this petition, and default interest on overdue principal and interest at a rate of 2% p.a.;
 - (c) to BFAM, the outstanding principal amount of US\$36,037,843 plus interest on the outstanding principal amount at the rate of 5.535% p.a. (on the basis of a 360

day year) for the period 17 December 2015 to the date of this petition, and default interest on overdue principal and interest at a rate of 2% p.a.; and

- (d) to D. E. Shaw Galvanic, the outstanding principal amount of US\$34,644,297.22 plus interest at the rate of 5.535% p.a. (on the basis of a 360 day year) for the period 17 December 2015 to the date of this petition, and default interest on overdue principal and interest at a rate of 2% p.a.).

Notice of Default and Demand for Payment

49. At 5.00pm on 4 February 2016 (Hong Kong time), the Petitioners sent a letter to the Company confirming the occurrence of Events of Defaults and automatic acceleration of the 2018 Notes, and demanding that the Company pay the aggregate amount of principal, and accrued and unpaid interest outstanding under the 2018 Notes as at that date.
50. As at the date of this petition, the Petitioners have not received any payment in respect of the Debt and believe that no payment has been made to the Trustee with respect to the total amount outstanding under the 2018 Notes.

Part C: Insolvency of the Company and Winding Up Order

Cash Flow Insolvency of the Company

Principal and Interest Outstanding

51. To date, and notwithstanding the demand for payment having been made, the Company has neglected to pay or satisfy the outstanding principal due under the Indenture and the 2018 Notes or made any satisfactory offer or presented any satisfactory proposal to secure or compound the same.
52. As at 29 January 2016, the sum of US\$277,850,376 was currently due and payable under the 2018 Notes, with the Petitioners' share of the same as detailed in paragraph 48 above.

Balance Sheet Insolvency of the Company

53. The Group's consolidated financial statements for the year ended 31 December 2014 are contained within the 2014 Annual Report (the "**2014 Financial Statements**").
54. The 2014 Financial Statements set out a condensed balance sheet of the Company on an unconsolidated basis as at 31 December 2014. The Company's condensed balance sheet shows that, as at 31 December 2014:
- (a) the Company's total assets of US\$111.6 million comprised mainly receivables due from subsidiaries (US\$23.6 million) and investments in subsidiaries (US\$79.8 million), with cash and cash equivalents, and other receivables, of only US\$6.8 million and US\$1.4 million, respectively; and
 - (b) the Company had total liabilities of US\$1,587.4 million, including US\$705.0 million in respect of convertible senior notes and US\$792.5 million payables due to subsidiaries.
55. The 2014 Financial Statements show that, as at 31 December 2014, the Company was balance sheet insolvent, having had a deficiency of net assets at that time of US\$1,475.8 million. This includes US\$387.0 million outstanding for the 2016 Notes as of 31 December 2014 and US\$264.5 million outstanding for the 2018 Notes as of 31 December 2014.
56. As of 30 June 2015, there was US\$380.4 million outstanding for the 2016 Notes and US\$263.7 million outstanding for the 2018 Notes.
57. The Company gave PIK Notices to the Trustee, Paying Agent and Conversion Agent with respect to the interest instalments due on 17 June 2015 and 17 December 2015. In the PIK Notice dated 25 November 2015, the Company advised that "[s]ince the Articles of Association expressly requires the Company to issue and allot its Ordinary Shares at a price no lower than their par value, unless a Holder has expressly elected to convert an amount of principal equal to such interest installment payment into Ordinary Shares on the basis of the Conversion Price at the higher of (i) the PIK Conversion Rate or (ii) the par value of US\$0.10 per Ordinary Share, the Company will refuse to accept the relevant PIK Conversion Notice and will not process the requested conversion therein". As the Company is unable to honour its Conversion Obligations in accordance with the terms of

the 2018 Indenture and the 2018 Notes (with failure to do so constituting a further Event of Default under section 5.01(c) of the 2018 Indenture), the Company could not satisfy its obligations to the Petitioners under the 2018 Notes by way of converting outstanding principal to ADSs, and therefore must satisfy its obligations with respect to the outstanding principal and interest under the 2018 Notes by way of cash payment.

58. The Company has not publicly released more recent unconsolidated financial statements. However, based on the unconsolidated balance sheet of the Company as at 31 December 2014, the Company's income-generating assets appear limited to its investments in subsidiaries. The financial position and performance of the Group, as disclosed in the 2014 Financial Statements and the 2015 Half Year Financial Statements (as defined in paragraph 62 below), suggest that the Company has no genuine ability to earn income from these investments in the form of dividends, or raise capital in the form of equity, loans or other advances, in order to satisfy its debts as and when they fall due, including the amounts due in respect of the Notes which are presently due and payable.

The Group's Financial Position

59. The 2014 Financial Statements show that, as at 31 December 2014, the Group's total current assets were approximately US\$490.0 million and total assets were approximately US\$2,955.0 million. As of that date, the Group's total current liabilities were approximately US\$4,389.5 million and total liabilities were approximately US\$5,267.3 million.
60. As at 31 December 2014, the Group's current assets were manifestly insufficient to satisfy the Group's current liabilities (i.e. liabilities expected to fall due within 12 months of 31 December 2014), with a shortfall of approximately US\$3,899.5 million. In addition, there was a shortfall of approximately US\$2,312.3 million between the Group's total assets and its total liabilities.

Group Consolidated	US\$ in millions
	as at
	31 December 2014
Current Assets	490.0
Current Liabilities	4,389.5

Net Current Assets (Liabilities)	(3,899.5)
Total Assets	2,955.0
Total Liabilities	5,267.3
Net Assets (Liabilities)	(2,312.3)

61. During the fiscal year ending on 31 December 2014, the Group suffered a net loss of US\$269.7 million and generated negative cash flows from operating and investing activities of (US\$125.1 million) and (US\$86.7 million), respectively. The only positive cash flows generated by the Group came from financing activities; primarily in the form of proceeds from new loans and borrowings. Over the period from 1 January 2014 to 31 December 2014, cash and cash equivalents of the Group declined by US\$12.1 million, from US\$30.0 million to US\$17.9 million.
62. The Group's unaudited condensed consolidated interim financial statements for the half year ended 30 June 2015 were filed by the Company with the SEC under cover of Form 6-K (Report of Private Issuer) on 30 September 2015 (the "**2015 Half Year Financial Statements**").
63. In the 2015 Half Year Statements, the Company stated that, inter alia:
- (a) the Group has suffered recurring losses from operations and has incurred a net loss for the six-month period ended June 30, 2015;
 - (b) the Group had a working capital deficit as of June 30, 2015;
 - (c) outstanding short-term borrowings were overdue and were subject to standstill and forbearance arrangements as verbally agreed with the banks. The Group had not renewed such loans as at September 30, 2015;
 - (d) significant financial difficulties the Group is currently experiencing and the deterioration of the Group's financial condition may result in the exercise of subjective acceleration provisions in some of the Group's loan agreements that give the lenders the right to accelerate the repayment of the loans; and

(e) there is substantial doubt as to the Company's ability to continue as a going concern.

64. The 2015 Half Year Financial Statements show that, as at 30 June 2015, the Group's total current assets were approximately US\$374.7 million and total assets were approximately US\$2,759.6 million. As of that date, the Group's total current liabilities were approximately US\$4,739.1 million and total liabilities were approximately US\$5,199.5 million.
65. As at 30 June 2015, the Group's current assets were manifestly insufficient to satisfy the Group's current liabilities, with a shortfall of approximately US\$4,364.4 million. In addition, there was a shortfall of approximately US\$2,439.9 million between the Group's total assets and its total liabilities.

Group Consolidated	US\$ millions as at 30 June 2015
Current Assets	374.7
Current Liabilities	4,739.1
Net Current Assets (Liabilities)	(4,364.4)
Total Assets	2,759.6
Total Liabilities	5,199.5
Net Assets (Liabilities)	(2,439.9)

66. As at 30 June 2015, the 2016 Notes were characterised as current liabilities on the Group's balance sheet and the 2018 Notes were characterised as non-current liabilities. As a consequence of the acceleration of the 2018 Notes, these would also now be characterised as current liabilities of the Group (and of the Company on an unconsolidated basis) increasing the Group's current liabilities as at 30 June 2015 to US\$5,002.8 million and increasing the Group's shortfall between current assets and

current liabilities to US\$4,628.1 million as at 30 June 2015 (from US\$4,739.1 million and US\$4,364.4 million respectively).

67. For the half year ending on 30 June 2015, the Group suffered a net loss of US\$142.2 million and generated negative cash flows from operating and investing activities of (US\$28.8 million) and (US\$0.9 million), respectively. The only positive cash flows generated by the Group came from financing activities; primarily in the form of pledged bank accounts being released upon payment of borrowings, and proceeds from new loans and borrowings. Over the period from 1 January 2015 to 30 June 2015, cash and cash equivalents of the Group declined by US\$7.5 million, from US\$17.9 million to US\$10.4 million.

Winding Up

68. Based on the Company's inability and failure to pay amounts owing under the 2018 Indenture and the 2018 Notes, the Company is unable to pay its debts and is therefore insolvent on a cash flow basis
69. In the circumstances, the Petitioners believe the Company should be wound up as it is unable to pay its debts and that Mr John Batchelor of FTI Consulting, Level 22, The Center, 99 Queen's Road Central, Central, Hong Kong and David Griffin of FTI Consulting, Suite 3212, 53 Market Street, Camana Bay, PO Box 30613, Grand Cayman, KY1-1203, Cayman Islands, should be appointed as official liquidators of the Company.

YOUR PETITIONERS THEREFORE HUMBL Y PRAY THAT:

- (1) The Company be wound up in accordance with section 92(d) of the Companies Law (2013 Revision) (the "**Companies Law**").
- (2) John Batchelor of FTI Consulting, Level 22, The Center, 99 Queen's Road Central, Central, Hong Kong and David Griffin of FTI Consulting, Suite 3212, 53 Market Street, Camana Bay, PO Box 30613, Grand Cayman, KY1-1203, Cayman Islands, be appointed as joint official liquidators of the Company (the "**JOLs**").
- (3) The JOLs shall not be required to give security for their appointment.

- (4) The JOLs have the power to act jointly and severally in their capacity as liquidators of the Company.
- (5) The JOLs be authorised to take any such action as may be necessary or desirable to obtain recognition of the JOLs and/or their appointment in any other relevant jurisdiction and to make applications to the courts of such jurisdictions for that purpose.
- (6) The JOLs be authorised to exercise all of the powers set out in paragraphs 2, 8, 10 and 11 of Part 1 of the Third Schedule to the Companies Law and section 110(2) thereof, without further sanction or intervention of this Honourable Court.
- (7) The JOLs be authorised to do any act or thing considered by them to be necessary or desirable in connection with the liquidation of the Company and the winding up of its affairs in the Cayman Islands and/or elsewhere
- (8) Without prejudice to the generality of the foregoing, the JOLs be authorised and be granted leave to take all such actions as may be necessary to:
 - (a) investigate the affairs of the Company and its direct and indirect subsidiaries, including (without limitation) the subsidiaries of the Company that are Wholly Foreign Owned Enterprises (“**WFOE**”) established in the People’s Republic of China (“**PRC**”) (together the “**Group**”);
 - (b) to exercise the rights to which a registered holder of any shares or other securities registered in the name of the Company, or to which an owner of any shares or securities held by or on behalf of the Company (whether as principal or as agent), is entitled including, but without prejudice to the generality of the foregoing power, the right to receive dividends and the benefits of other corporate actions in relation to such shares or other securities; the right to attend meetings and to exercise any voting power pertaining to such shares or other securities and to direct nominees of the Company in whose names shares or other securities beneficially owned by the Company are registered to exercise all or any such rights as the JOLs shall direct;
 - (c) take control of such of the direct and/or indirect subsidiaries (“**Subsidiaries**”) of the Company, and/or joint ventures, investment, associated companies, business or other entities (together the “**Associated Companies**”) in which the Company

holds an interest (or such shares of such subsidiaries and/or associated companies as are owned directly or indirectly by the Company), in each case wherever located, as the JPLs shall think fit; and/or to call or cause to be called such meetings of such Subsidiaries and/or Associated Companies and/or to sign such resolutions (in accordance with the provisions of any relevant constitutional or related documentation of such companies) and take such other steps, including applications to appropriate courts and/or regulators, as the JPLs shall consider necessary to appoint or remove directors, legal representatives, officers, and/or managers to or from such Subsidiaries and/or Associated Companies, and in each case take such steps as are necessary to cause the registered agents (or other equivalent corporate administrators) of such Subsidiaries or Associated Companies to give effect to the changes to the boards of directors, legal representatives, officers, and/or managers of such companies or entities, including (without limitation) effecting changes to the company registers of such Subsidiaries or Associated Companies as may be deemed appropriate by the JPLs; and/or to take such other action in relation to all such Subsidiaries or Associated Companies as the JPLs shall think fit for the purpose of protecting the assets of the Company and managing the affairs of the Company (which, for the avoidance of doubt, shall include the assets and affairs of the Subsidiaries and Associated Companies);

- (d) without prejudice to the generality of the foregoing, take steps to replace the directors, legal representatives, and any officers (including, but not limited to, the general manager) of each of the WFOEs in the Group in accordance with the laws of the PRC including, without limitation, the making of an application to the relevant authorities in the PRC for the amendment to the articles of association of any WFOE in order to reflect a change in legal representative, registering the change in legal representative with the relevant PRC authorities, and making post-registration amendments to ancillary administrative documents;
- (e) liaise with management of the Group to stabilise and preserve value in the onshore business of the Company and the Group,
- (f) take steps to locate, demand and secure cash held by all Group companies in bank accounts in the Cayman Islands, Hong Kong, the PRC, or elsewhere;

- (g) negotiate with key non-PRC based and PRC based creditors;
 - (h) communicate on the Company's behalf with the regulators as appropriate; and
 - (i) make applications to, and seek the assistance and recognition from, the courts of any foreign jurisdictions as may be necessary in the course of their conduct as JOLs of the Company or for the purposes of carrying out any of the functions provided for herein.
- (9) The JOLs be at liberty to appoint such counsel, attorneys, professional advisors, whether in the Cayman Islands or elsewhere, as they may consider necessary to advise and assist them in the performance of their duties in accordance with Order 25 of the Companies Winding Up Rules 2008 (as amended).
 - (10) No disposition of the property of the Company by or with the authority of the JOLs in carrying out their duties and functions and the exercise of their power under any Order granted pursuant to this Petition shall be voided by virtue of section 99 of the Companies Law.
 - (11) Subject to section 109(2) of the Companies Law and the Insolvency Practitioner's Regulations 2008 (as amended), the JOLs be authorised to render and pay invoices out of the assets of the Company for their own remuneration.
 - (12) The JOLs be at liberty to meet all disbursements reasonably incurred in connection with the performance of their duties and, for the avoidance of doubt, all such payments shall be made as and when they fall due out of the assets of the Company as an expense of the liquidation.
 - (13) The JOLs be at liberty to apply generally.
 - (14) The costs of the Petition and the Petitioners be paid forthwith out of the assets of the Company on the indemnity basis.
 - (15) Such further or other relief be granted as the Court deems appropriate.

AND your Petitioners will ever pray etc.

DATED this 5th day of February 2016

FILED this day of February 2016

/s/ Walkers

WALKERS

Attorneys at Law for the Petitioners

NOTE: This petition is intended to be served on the Company at its registered office.

NOTICE OF HEARING

TAKE NOTICE THAT the hearing of this Petition will take place at the Law Courts, George Town, Grand Cayman on 6th April, 2016 at 10:00 AM.

Any correspondence or communication with the Court relating to the hearing of this Petition should be addressed to the Registrar of the Financial Services Division of the Grand Court at PO Box 495, Grand Cayman, KY1-1106, telephone no. 349 949 4296.

THIS PETITION was presented by Walkers of 190 Elgin Avenue, George Town, Grand Cayman KY1-9001, Cayman Islands, Attorneys at Law for and on behalf of the Petitioners whose address for service is that of its said Attorneys.

Dated

19 January 2016

by

ORCHARD CENTAR MASTER LIMITED

as Noteholder

NOTEHOLDER'S DEED POLL

THIS DEED POLL is signed, sealed and delivered as a **DEED POLL** on 19 January 2016:

BY

ORCHARD CENTAR MASTER LIMITED, in its capacity as beneficial owner of the Securities (the “**Noteholder**”)

FOR THE BENEFIT OF

LDK SOLAR CO. LTD, an exempted company and incorporated with limited liability under the laws of the Cayman Islands with registered number 166736 (the “**Company**”)

BACKGROUND

- (A) The Noteholder was a Scheme Creditor and, on the Issue Date, in consideration for the release of its rights and interests in respect of the Senior Obligations, it obtained a beneficial interest in the Securities and ADSs on the Issue Date.
 - (B) On and from 1 April 2015, the Conversion Rate of the Securities will be a floating rate calculated as the number of Ordinary Shares into which US\$1,000 of the principal amount of the Securities may be convertible at the VWAP of ADSs for the 20-trading-day period immediately prior to (but excluding) the date of the Conversion Notice.
 - (C) During the period 1 April 2015 to 31 March 2016, there is a limit on conversions of Securities into ADSs, such that no more than US\$62.5 million of the aggregate principal amount of the Securities may be converted during that one year period, and no more than US\$20 million of the aggregate principal amount of the Securities may be converted during any rolling quarter during that one year period.
 - (D) By way of deed poll dated 1 April 2015, the Noteholder agreed to further limit its right to convert, or to cause any other party to convert on its behalf, the Securities in which it has an interest for a period of 90 days commencing on 1 April 2015 (the “**Initial Limit Period**”), on the terms set out in that document. By way of deeds poll dated 28 April 2015, 30 May 2015, 29 June 2015, 27 July 2015, 25 August 2015, 28 September 2015, 26 October 2015 and 26 November 2015, the Noteholder agreed to further limit its right to convert, or to cause any other party to convert on its behalf, the Securities in which it has an interest for an aggregate further period of 240 days after the expiration of the Initial Limit Period (“**Further Limit Period**”). By way of deed poll dated 23 December 2015, the Noteholder agreed to further limit its right to convert, or to cause any other party to convert on its behalf, the Securities in which it has an interest for a further period 30 days after the expiration of the Further Limited Period “**Current Limit Period**”).
 - (E) The Noteholder now agrees to further limit its right to convert, or to cause any other party to convert on its behalf, the Securities in which it has an interest, on the terms set out in this Deed Poll.
-

IT IS DECLARED as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 In this Deed Poll:

“**Beneficial Ownership**” has the meaning given to such term under Rule 13d-3 promulgated under the U.S. Securities Exchange Act of 1934, as amended;

“**Current Limit Period**” has the meaning given to that term in paragraph (D) of the Background to this Deed Poll;

“**Effective Date**” means the date of this Deed Poll;

“**Extended Limit Period**” has the meaning given to that term in clause 3 of this Deed Poll; and

“**Indenture**” means the indenture dated 10 December 2014 in respect of the issue by the Company of 5.535% Convertible Senior Notes due 2018.

1.2 Terms defined in the Indenture have the same meaning in this Deed Poll, unless otherwise defined herein.

2. CAPACITY

2.1 The Noteholder enters into this Deed Poll in its capacity as beneficial owner of Securities and in no other capacity.

3. CONVERSION LIMIT

For a period of 30 days after the expiration of the Current Limit Period (the “**Extended Limit Period**”), the Noteholder agrees that it will not issue, nor will it cause or instruct any other party to issue on its behalf, a Conversion Notice in respect of any Securities in which the Noteholder has Beneficial Ownership if giving such a Conversion Notice will, or may reasonably be expected to, result in the Noteholder and its affiliates, collectively having Beneficial Ownership of more than 9.9% of the total outstanding Ordinary Shares of the Company.

4. ENFORCEMENT

4.1 The Noteholder acknowledges and agrees that the benefit of this Deed Poll may be enforced directly by the Company on and from the Effective Date.

5. GENERAL

5.1 **Assignment**

The rights and obligations of the Noteholder and the Company are personal and may not be assigned or otherwise dealt with at law or in equity. The Noteholder agrees that it will not transfer Securities to its affiliate during the Current Limit Period or Extended Limit Period unless such affiliate has executed a deed poll similar to this

Deed Poll to limit its conversions for the remainder of the Current Limit Period and Extended Limit Period.

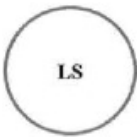
5.2 **Further action**

The Noteholder will promptly do all things and execute and deliver all documents necessary or expedient to give effect to this Deed Poll.

5.3 **Governing law**

This Deed Poll is governed by the laws of Hong Kong.

SIGNED, SEALED AND DELIVERED
AS A DEED POLL by
for and on behalf of
ORCHARD CENTAR MASTER
LIMITED and in the presence of:



A handwritten signature in dark ink, appearing to be a cursive representation of a name.

Witness Signature

Joyce Fol

Print Name

A handwritten signature in dark ink, appearing to be "Ben Harris" in a cursive style.

Signature

BEN HARRIS

Print Name

Dated

19 January 2016

by

ORCHARD MAKIRA MASTER LIMITED

as Noteholder

NOTEHOLDER'S DEED POLL

THIS DEED POLL is signed, sealed and delivered as a **DEED POLL** on 19 January 2016:

BY

ORCHARD MAKIRA MASTER LIMITED, in its capacity as beneficial owner of the Securities (the “**Noteholder**”)

FOR THE BENEFIT OF

LDK SOLAR CO. LTD., an exempted company and incorporated with limited liability under the laws of the Cayman Islands with registered number 166736 (the “**Company**”)

BACKGROUND

- (A) The Noteholder was a Scheme Creditor and, on the Issue Date, in consideration for the release of its rights and interests in respect of the Senior Obligations, it obtained a beneficial interest in the Securities and ADSs on the Issue Date.
 - (B) On and from 1 April 2015, the Conversion Rate of the Securities will be a floating rate calculated as the number of Ordinary Shares into which US\$1,000 of the principal amount of the Securities may be convertible at the VWAP of ADSs for the 20-trading-day period immediately prior to (but excluding) the date of the Conversion Notice.
 - (C) During the period 1 April 2015 to 31 March 2016, there is a limit on conversions of Securities into ADSs, such that no more than US\$62.5 million of the aggregate principal amount of the Securities may be converted during that one year period, and no more than US\$20 million of the aggregate principal amount of the Securities may be converted during any rolling quarter during that one year period.
 - (D) By way of deed poll dated 1 April 2015, the Noteholder agreed to further limit its right to convert, or to cause any other party to convert on its behalf, the Securities in which it has an interest for a period of 90 days commencing on 1 April 2015 (the “**Initial Limited Period**”), on the terms set out in that document. By way of deeds poll dated 28 April 2015, 30 May 2015, 29 June 2015, 27 July 2015, 25 August 2015, 28 September 2015, 26 October 2015 and 26 November 2015, the Noteholder agreed to further limit its right to convert, or to cause any other party to convert on its behalf, the Securities in which it has an interest for an aggregate further period of 240 days after the expiration of the Initial Limit Period (“**Further Limit Period**”). By way of deed poll dated 23 December 2015, the Noteholder agreed to further limit its right to convert, or to cause any other party to convert on its behalf, the Securities in which it has an interest for a further period of 30 days after the expiration of the Further Limit Period (“**Current Limit Period**”).
 - (E) The Noteholder now agrees to further limit its right to convert, or to cause any other party to convert on its behalf, the Securities in which it has an interest, on the terms set out in this Deed Poll.
-

IT IS DECLARED as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 In this Deed Poll:

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“**Current Limit Period**” has the meaning given to that term in paragraph (D) of the Background to this Deed Poll;

“**Effective Date**” means the date of this Deed Poll;

“**Extended Limit Period**” has the meaning given to that term in clause 3 of this Deed Poll; and

“**Indenture**” means the indenture dated 10 December 2014 in respect of the issue by the Company of 5.535% Convertible Senior Notes due 2018.

1.2 Terms defined in the Indenture have the same meaning in this Deed Poll, unless otherwise defined herein.

2. CAPACITY

2.1 The Noteholder enters into this Deed Poll in its capacity as beneficial owner of Securities and in no other capacity.

3. CONVERSION LIMIT

For a period of 30 days after the expiration of the Current Limit Period (the “**Extended Limit Period**”), the Noteholder agrees that it will not issue, nor will it cause or instruct any other party to issue on its behalf, a Conversion Notice in respect of any Securities in which the Noteholder has Beneficial Ownership if giving such a Conversion Notice will, or may reasonably be expected to, result in the Noteholder and its affiliates, collectively having Beneficial Ownership of more than 9.9% of the total outstanding Ordinary Shares of the Company.

4. ENFORCEMENT

4.1 The Noteholder acknowledges and agrees that the benefit of this Deed Poll may be enforced directly by the Company on and from the Effective Date.

5. GENERAL

5.1 **Assignment**

The rights and obligations of the Noteholder and the Company are personal and may not be assigned or otherwise dealt with at law or in equity. The Noteholder agrees that it will not transfer Securities to its affiliate during the Current Limit Period or Extended Limit Period unless such affiliate has executed a deed poll similar to this

Deed Poll to limit its conversions for the remainder of the Current Limit Period and Extended Limit Period.

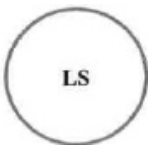
5.2 **Further action**

The Noteholder will promptly do all things and execute and deliver all documents necessary or expedient to give effect to this Deed Poll.

5.3 **Governing law**

This Deed Poll is governed by the laws of Hong Kong.

SIGNED, SEALED AND DELIVERED
AS A DEED POLL by
for and on behalf of
ORCHARD MAKIRA MASTER
LIMITED and in the presence of:



[Handwritten signature]

Witness Signature

JAYCE FOR

Print Name

[Handwritten signature]

Signature

BEN HARRIS

Print Name
