

March 13, 2017

Trina Solar Limited
3.5% CONVERTIBLE SENIOR NOTES DUE 2019
(CUSIP No. 89628E AC8)

**NOTICE REGARDING FUNDAMENTAL CHANGE AND REPURCHASE OF NOTES
AT OPTION OF HOLDERS UPON A FUNDAMENTAL CHANGE, NOTICE OF MAKE-
WHOLE FUNDAMENTAL CHANGE, CONVERSION OF NOTES, AND
SUPPLEMENTAL INDENTURE**

Reference is made to that certain Indenture, dated as of June 11, 2014 (as amended, supplemented or otherwise modified from time to time, the “Indenture”), entered into between Trina Solar Limited (the “Company”) and Wilmington Trust, National Association, a national banking association, as trustee (the “Trustee”), pursuant to which the Company issued its 3.5% Convertible Senior Notes due 2019 (CUSIP No. 89628E AC8) (the “Notes”). Reference is also made to that certain Supplemental Indenture to the Indenture, dated as of March 13, 2017 (the “Supplemental Indenture”), entered into between the Company and the Trustee. Each Capitalized terms used herein but not defined shall have the meanings ascribed to such terms in the Indenture.

(i) Notice of Occurrence of Fundamental Change. Notice is hereby given to all Holders of the Notes and the Trustee pursuant to Section 15.02(c) of the Indenture that a Fundamental Change has occurred on March 13, 2017 (the “Merger Effective Date”), as a result of a merger (the “Merger”) between the Company and Red Vibernum Company Limited (“Merger Sub”) pursuant to that certain Agreement and Plan of Merger, dated August 1, 2016, as amended (“Plan of Merger”), entered into among the Company, Fortune Solar Holdings Limited (“Parent”) and Merger Sub. Pursuant to the terms of the Plan of Merger, as of the Merger Effective Date, (a) the Merger Sub was merged with and into the Company, with the Company continuing as the surviving company after the Merger and becoming a wholly owned subsidiary of Parent, (b) each issued and outstanding ordinary share of the Company immediately prior to the Merger Effective Date was cancelled by the Company in exchange as consideration for the right to receive US\$0.232 in cash, without interest and net of any applicable withholding taxes, (c) each issued and outstanding American depositary shares of the Company (each representing 50 ordinary shares of the Company) (“ADSs”) was cancelled by the Company in exchange as consideration for the right to receive US\$11.60 (the “Per ADS Merger Consideration”), and (d) the Company’s ADSs ceased to be listed on the New York Stock Exchange.

(ii) Holders’ Rights to Cause the Company to Repurchase Notes. Pursuant to Section 15.02(a) of the Indenture, each Holder of the Notes has the right, at such Holder’s option (the “Repurchase Option”), to require the Company to repurchase all of such Holder’s Notes, or any portion thereof that is a multiple of US\$1,000 principal amount, in accordance with the terms, procedures, and conditions outlined in the Indenture and the Notes, on April 10, 2017 (the “Fundamental Change Repurchase Date”).

(iii) Repurchase Price for the Notes. The repurchase price for such Holder’s Notes

shall be an amount in cash equal to 100% of the principal amount of such Holder's Notes (or a portion thereof that is equal to a minimum of US\$1,000 or an integral multiple of US\$1,000) to be repurchased by the Company, plus accrued and unpaid interest thereon, if any, to, but excluding, the Fundamental Change Repurchase Date (the "Fundamental Change Repurchase Price").

(iv) Repurchase Procedures. The Trustee has informed the Company that, as of the date hereof, all Notes are held through the Depository and there are no Physical Notes in non-global form. If a Holder would like to exercise its option to cause the Company to repurchase such Holder's Notes pursuant to Section 15.02 of the Indenture, such Holder must deliver to Wilmington Trust, National Association, in its capacity as the tender agent of the Company (the "Tender Agent"), a duly completed Fundamental Change Repurchase Notice in the form attached here to as Exhibit A ("Fundamental Change Repurchase Notice") on or before 5:00 p.m., New York City time, on April 6, 2017 (the "Fundamental Change Repurchase Expiration Time") and deliver the Notes described in the Fundamental Change Repurchase Notice to the Tender Agent through book-entry transfer on or after the delivery of the Fundamental Change Repurchase Notice by following the procedures set forth in Annex A attached hereto.

(v) Withdrawal of Fundamental Change Repurchase Notice. Pursuant to Section 15.03 of the Indenture, any Holder is entitled to withdraw (in whole or in part) any Fundamental Change Repurchase Notice delivered to the Tender Agent at any time prior to the Fundamental Change Repurchase Expiration Time by delivering to the Tender Agent a duly completed written notice in accordance with the appropriate procedures of the Depository specifying the following:

(a) the principal amount of the Notes with respect to which such notice of withdrawal is being submitted; and

(b) the principal amount, if any, of such Note that remains subject to the original Fundamental Change Repurchase Notice, which portion must equal to a minimum of US\$1,000 or an integral multiple of US\$1,000.

(vi) Notices.

(a) All notices and inquiries to be delivered to the Tender Agent, Paying Agent and Conversion Agent pursuant to this Notice shall be addressed as follows:

Wilmington Trust, National Association
Global Capital Markets
50 S. 6th Street, Suite 1290
Minneapolis, Minnesota 55402
Attention: Trina Solar Account Manager
Facsimile: +1 (612) 217-5651

(b) All notices and inquiries to be delivered to the Company shall be addressed as follows:

Trina Solar Limited
No. 2 Tian He Road
Electronics Park, New District
Changzhou, Jiangsu 213031
People's Republic of China
Attention: Chief Financial Officer
Phone: +86 519-8158-8726

(vii) Payment of Fundamental Change Repurchase Price. The Company shall deposit with the Tender Agent at or prior to 10:00 a.m., New York City time, on the Fundamental Change Repurchase Date, an amount of cash that is sufficient to repurchase all of the Notes to be repurchased at the appropriate Fundamental Change Repurchase Price. Subject to the receipt of such funds by the Tender Agent, payment for a Holder's Notes surrendered for repurchase in accordance with Section 15.02 of the Indenture (and not withdrawn in accordance with Section 15.03 of the Indenture) will be made on the later of (a) the Fundamental Change Repurchase Date and (b) the time of book-entry transfer of such Holder's Notes to the Tender Agent in the manner required by Section 15.02 of the Indenture.

(viii) Effect of Repurchase of Notes. If by 10:00 a.m., New York City time, on the Fundamental Change Repurchase Date, the Tender Agent has received from the Company cash sufficient to make payment on all the Notes or portions thereof that are to be repurchased on such Fundamental Change Repurchase Date, then, with respect to the Notes that have been properly surrendered for repurchase and not validly withdrawn, on such Fundamental Change Repurchase Date, (i) such Notes will cease to be outstanding, (ii) interest will cease to accrue on such Notes (whether or not book-entry transfer of the Notes has been made) and (iii) all other rights of the Holders of such Notes will terminate (other than the right to receive the Fundamental Change Repurchase Price).

(ix) Convertibility of the Notes after Merger Effective Date. Other than with respect to the conversion of Notes in connection with a Make-Whole Fundamental Change as described in clause (xi) below and in Section 14.03 of the Indenture, pursuant to Section 14.07 of the Indenture and the Supplemental Indenture, effective as of and after the Merger Effective Date, each US\$1,000 in principal amount of Notes will be convertible in accordance with the terms of the Indenture into an amount equal to the product of (a) the Per ADS Merger Consideration (i.e., US\$11.60) and (b) the Conversion Rate immediately prior to the Merger Effective Date, which is 69.9301 ADSs for the Notes.

For the avoidance of doubt, the Notes with respect to which a Fundamental Change Repurchase Notice has been delivered by a Holder may be converted only if such Holder withdraws the Fundamental Change Repurchase Notice in accordance with Section 15.03 of the Indenture prior to such conversion.

(x) Notice of Make-Whole Fundamental Change. Notice is hereby given to all Holders of the Notes and the Trustee pursuant to Section 14.03(a) of the Indenture that as a result of the Merger, a Make-Whole Fundamental Change under the Indenture occurred

on the Merger Effective Date, and the Conversion Rate was adjusted pursuant to Section 14.03 of the Indenture as a result of such Make-Whole Fundamental Change. A copy of the press release regarding the Merger and the Merger Effective Date is included as Exhibit B hereto.

(xi) Make-Whole Premium with Respect to Conversion of Notes “in connection with” Make-Whole Fundamental Change. In addition to the consideration a Holder is entitled to receive in connection with the conversion of such Holder’s Notes as described in clause (ix) above, Holders electing to convert their Notes “in connection with” the Make-Whole Fundamental Change as described in and pursuant to Section 14.03 of the Indenture are entitled to receive Additional ADSs in an amount equal to \$240.7940 per US\$1,000 principal amount of Notes converted. Accordingly, in connection with the conversion of a Holder’s Notes in connection with the Make-Whole Fundamental Change, each US\$1,000 principal amount of the Notes is convertible into \$1,051.9831, which is equal to the product of (1) the sum of Conversion Rate of 69.9301 plus the Additional ADSs (i.e., 20.7581) multiplied by (2) the Per ADS Merger Consideration (i.e., US\$11.60). Conversion of Notes will be deemed to be “in connection with” the Make-Whole Fundamental Change if the Notice of Conversion (as defined below) is received by the Conversion Agent from, and including, the Merger Effective Date up to, and including, April 6, 2017.

For the avoidance of doubt, the Notes with respect to which a Fundamental Change Repurchase Notice has been delivered by a Holder may be converted only if such Holder withdraws the Fundamental Change Repurchase Notice in accordance with Section 15.03 of the Indenture prior to such conversion.

(xii) Conversion Procedure. In order to convert its Notes, a Holder must complete and deliver duly completed irrevocable Notice of Conversion in the form attached hereto as Exhibit C (“Notice of Conversion”) to the Conversion Agent in accordance with the procedures of the Depositary. A Note will be deemed to have been converted immediately prior to the close of business on the date that the Holder has complied with the foregoing requirement (such date, the “**Conversion Date**”).

As described in clause (xi) above, a conversion of Notes will be deemed to be “in connection with” the Make-Whole Fundamental Change if the Notice of Conversion is received by the Conversion Agent from, and including, the Merger Effective Date up to and until 3:00 p.m. New York City time, April 6, 2017.

For the avoidance of doubt, the Notes with respect to which a Fundamental Change Repurchase Notice has been delivered by a Holder may be converted only if such Holder withdraws the Fundamental Change Repurchase Notice in accordance with Section 15.03 of the Indenture prior to such conversion.

(xiii) Cash Settlement upon Conversion of Notes. Upon conversion of any Note, the Company shall cause to be delivered to the converting Holder the applicable consideration on the third Business Day immediately following the relevant Conversion Date.

(xiv) Notice of Supplemental Indenture. Notice is hereby given to the Holders pursuant to Section 14.07(b) of the Indenture that the Company and the Trustee have entered into the Supplemental Indenture providing that, at and after the effective time of the Merger, the right to convert each US\$1,000 principal amount of Notes will be changed into a right to convert such principal amount of Notes into the kind and amount of shares of stock, other securities or other property or assets (including cash or any combination thereof) that a holder of a number of ADSs equal to the Conversion Rate immediately prior to such Merger Event would have owned or been entitled to receive upon such Merger Event. A copy of the Supplemental Indenture is attached hereto as Exhibit D.

(xv) Miscellaneous.

(a) Please refer to the Indenture and the Supplemental Indenture for a more complete description of the repurchase procedures and the effect of the Merger on the conversion privileges with respect to the Notes and the consideration due upon a repurchase or conversion of the Notes and when such consideration must be delivered by the Company. In the event of any conflicting information in this notice and the Indenture, the information in the Indenture will control. The Holders should not assume that the information in this notice is accurate as of any date other than the date hereof.

(b) Please direct any questions regarding the procedures for tendering Notes set forth in Annex A to Wilmington Trust, National Association at the address and facsimile number set forth in clause (vi) above. Please direct all other questions regarding the contents of this notice to the Company at the address and phone number set forth in clause (vi) above.

(c) This notice will also constitute notice under any other section of the Indenture, to the extent notice is required under such section and this notice satisfies such requirements.

(d) The CUSIP numbers included herein are solely for the convenience of the registered owners of the Notes. No representation is made as to the correctness or accuracy of the CUSIP numbers either as appearing on the Notes or on this notice.

BY: TRINA SOLAR LIMITED

/s/ Merry Ying Xu

Name: Merry Ying Xu

Title: Interim Chief Financial Officer,
authorized signatory

/s/ Chan Shui On

Name: Chan Shui On

Title: Vice President of Legal Affairs and Board Secretary
authorized signatory

Annex A

PROCEDURES FOR TENDERING NOTES

The Trustee has informed the Company that, as of the date hereof, all Notes are held through the Depository and there are no Physical Notes in non-global form. Accordingly, beneficial owners of Notes must direct participants through which that beneficial owner's Notes are held through the Depository to tender Notes on that beneficial owner's behalf.

To validly tender Notes that are held through the Depository, participants must electronically transmit their acceptance through the Depository's Automated Tender Offer Program ("**ATOP**"). Upon receipt of such participant's acceptance through ATOP, the Depository will edit and verify the acceptance and send an Agent's Message (as defined below) to the Tender Agent for its acceptance. Delivery of tendered Notes must be made to the Tender Agent pursuant to the book-entry delivery procedures set forth herein.

The term "**Agent's Message**" means a message transmitted by the Depository to, and received by, the Tender Agent and forming a part of the Book-Entry Confirmation (defined herein), which states that the Depository has received an express acknowledgement from a participant in the Depository described in that Agent's Message, stating the principal amount of Notes that have been tendered by such participant.

The Tender Agent will establish one or more accounts with respect to the Notes at the Depository promptly after the Merger Effective Date, and any financial institution that is a participant in the Depository may make book-entry delivery of the Notes by causing the Depository to transfer such Notes into the Tender Agent's account in accordance with the Depository's procedures for such transfer. Delivery of Notes may be effected through book-entry transfer into the Tender Agent's account at the Depository, an Agent's Message in connection with a book-entry transfer. The confirmation of book-entry transfer into the Tender Agent's account at the Depository as described above is referred to as a "**Book-Entry Confirmation**."

Exhibit A

FORM OF

FUNDAMENTAL CHANGE REPURCHASE NOTICE

To: Wilmington Trust, National Association, as Tender Agent

Re: Trina Solar Limited 3.5% Convertible Senior Notes due 2019 (the “**Notes**” or a “**Note**”) issued pursuant to that certain Indenture, dated as of June 11, 2014 (the “**Indenture**”), between Trina Solar Limited and Wilmington Trust, National Association

The undersigned registered owner of the Notes hereby acknowledges receipt of a notice from Trina Solar Limited (the “**Company**”) as to the occurrence of a Fundamental Change with respect to the Company and specifying the Fundamental Change Repurchase Date and requests and instructs the Company to pay to the registered Holder hereof in accordance with Section 15.02 of the Indenture referred to above (1) the entire principal amount of the Notes, or the portion thereof (that is US\$1,000 principal amount or an integral multiple thereof) below designated, and (2) if such Fundamental Change Repurchase Date does not fall during the period after a Regular Record Date and on or prior to the corresponding Interest Payment Date, accrued and unpaid interest thereon to, but excluding, such Fundamental Change Repurchase Date. Capitalized terms used herein but not defined shall have the meanings ascribed to such terms in the Indenture.

Date: _____

Signature(s)

Social Security or Other Taxpayer Identification Number

Principal amount to be repaid (if less than all):

US\$_____,000

NOTICE: The above signature(s) of the Holder(s) hereof must correspond with the name as written upon the face of the Note in every particular without alteration or enlargement or any change whatever.

Exhibit B

PRESS RELEASE

Trina Solar Limited Announces Completion of Going-Private Transaction

CHANGZHOU, China, March 13, 2017 /PRNewswire/ -- Trina Solar Limited (NYSE: TSL) ("Trina Solar" or the "Company"), a global leader in photovoltaic ("PV") modules, solutions, and services, today announced the completion of its merger (the "merger") with Red Viburnum Company Limited ("Merger Sub"), a wholly-owned subsidiary of Fortune Solar Holdings Limited ("Parent"), pursuant to the agreement and plan of merger (the "merger agreement") dated August 1, 2016 by and among Parent, Merger Sub and the Company. As a result of the merger, the Company ceased to be a publicly traded company and became a wholly-owned subsidiary of Parent.

Under the terms of the merger agreement, each of the Company's ordinary shares, par value US\$0.00001 per share (each a "Share" and collectively, the "Shares") issued and outstanding immediately prior to the effective time of the merger, has been cancelled in exchange for the right to receive \$0.232 in cash per Share without interest, and each of the Company's American depositary shares, each representing 50 Shares (each an "ADS" and collectively, the "ADSs") issued and outstanding immediately prior to the effective time of the merger, has been cancelled in exchange for the right to receive US\$11.60 in cash per ADS without interest, other than (a) certain Shares (including Shares represented by ADSs) owned by Mr. Jifan Gao, Chairman and Chief Executive Officer of the Company and certain of his affiliates, which are rolled over in the transaction and (b) Shares held by shareholders who have validly exercised and not effectively withdrawn or lost their rights to dissent from the merger pursuant to Section 238 of the Companies Law of the Cayman Islands (the "Dissenting Shares"), which have been cancelled and cease to exist in exchange for the right to receive the payment of fair value of the Dissenting Shares in accordance with Section 238 of the Companies Law of the Cayman Islands.

Each certificated shareholder of record as of the effective time of the merger who is entitled to the merger consideration will receive a letter of transmittal and instructions from the paying agent on how to surrender their share certificates in exchange for the merger consideration. Certificated shareholders should wait to receive the letters of transmittal before surrendering their share certificates. Each uncertificated shareholder of record as of the effective time of the merger will receive an amount in cash equal to the amount of the merger consideration to which such holder is entitled as soon as practicable after the effective time. As soon as practicable after receiving the aggregate ADS merger consideration from the paying agent, The Bank of New York Mellon will pay US\$11.60 per ADS in cash without interest to holders of ADSs.

The Company also announced today that it has requested that trading of its ADSs on The New York Stock Exchange (the "NYSE") be suspended as of March 13, 2017 (New York time). The Company requested NYSE to file a notification on Form 25 with the Securities and Exchange Commission (the "SEC") to delist the Company's ADSs on the NYSE and deregister the Company's registered securities. The deregistration will become effective in 90 days after the filing of Form 25 or such shorter period as may be determined by the SEC. The Company intends to suspend its reporting obligations under the Securities Exchange Act of 1934, as amended, by filing a Form 15 with the SEC in ten days. The Company's obligations to file with the SEC certain reports and forms, including Form 20-F and Form 6-K, will be suspended immediately as of the filing date of the Form 15 and will terminate once the deregistration becomes effective.

In connection with the merger, Citigroup Global Markets Inc. is serving as the financial advisor to the special committee of the board of directors of the Company (the "Special Committee"). Kirkland & Ellis is serving as the U.S. legal counsel to the Special Committee.

Duff & Phelps, LLC is serving as financial advisor to the investor consortium, and Skadden, Arps, Slate, Meagher & Flom LLP is serving as U.S. legal counsel to the investor consortium.

About Trina Solar Limited

Trina Solar Limited (NYSE: TSL) is a global leader in photovoltaic modules, solutions and services. Founded in 1997 as a PV system integrator, Trina Solar today drives smart energy together with installers, distributors, utilities and developers worldwide. The Company's industry-leading position is based on innovation excellence, superior product quality, vertically integrated capabilities and environmental stewardship. For more information, please visit www.trinasolar.com.

Safe Harbor and Informational Statements

This press release contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, and as defined in the U.S. Private Securities Litigation Reform Act of 1995. These forward-looking statements can be identified by terminology such as "if," "will," "expected," and similar statements. Forward-looking statements involve inherent risks, uncertainties and assumptions. Further information regarding these and other risks is included in the Company's filings with the SEC. These forward-looking statements reflect the Company's expectations as of the date of this press release. You should not rely upon these forward-looking statements as predictions of future events. The Company does not undertake any obligation to update any forward-looking statement, except as required under applicable law.

Trina Solar Contact:

Merry Xu, Interim CFO
Email: merry.xu@trinasolar.com

Yvonne Young
Investor Relations Director
Email: ir@trinasolar.com

Christensen IR
Linda Bergkamp
Phone: +1 480 614 3004 (US)
Email: lbergkamp@ChristensenIR.com

Exhibit C

FORM OF

NOTICE OF CONVERSION

To: Wilmington Trust, National Association
Global Capital Markets
50 S. 6th Street, Suite 1290
Minneapolis, Minnesota 55402
Attention: Trina Solar Account Manager

Re: Trina Solar Limited 3.5% Convertible Senior Notes due 2019 (the “**Notes**” or a “**Note**”) issued pursuant to that certain Indenture, dated as of June 11, 2014 (the “**Indenture**”), between Trina Solar Limited and Wilmington Trust, National Association

The undersigned registered owner of the Notes hereby exercises the option to, convert the Notes, or the portion hereof (that is US\$1,000 principal amount or a multiple thereof) below designated, into cash in accordance with the terms of the Indenture referred to above, and directs that such cash payable upon such conversion, and any Notes representing any unconverted principal amount hereof, be issued and delivered to the registered Holder of such unconverted Notes unless a different name has been indicated below. If any portion of any Note not converted are to be issued in the name of a Person other than the undersigned, the undersigned will pay all documentary, stamp or similar issue or transfer taxes, if any in accordance with Section 14.02(d) and Section 14.02(e) of the Indenture. Any amount required to be paid to the undersigned on account of interest accompanies the Notes. Capitalized terms used herein but not defined shall have the meanings ascribed to such terms in the Indenture.

Date: _____

Signature(s)

Signature Guarantee

Signature(s) must be guaranteed by an eligible Guarantor Institution (banks, stock brokers, savings and loan associations and credit unions) with membership in an approved signature guarantee medallion program pursuant to Securities and Exchange Commission Rule 17Ad-15 if Notes are to be delivered, other than to and in the name of the registered Holder.

Fill in for registration of Notes if to be delivered, other than to and in the name of the registered holder:

(Name)

(Street Address)

(City, State and ZIP Code)

Social Security or Other Taxpayer Identification Number

Principal amount to be converted (if less than all):

US\$ _____,000

NOTICE: The above signature(s) of the Holder(s) hereof must correspond with the name as written upon the face of the Note in every particular without alteration or enlargement or any change whatever.

Exhibit D

SUPPLEMENTAL INDENTURE

TRINA SOLAR LIMITED

and

Wilmington Trust, National Association

as Trustee

SUPPLEMENTAL INDENTURE

Dated as of March 13, 2017

3.5% Convertible Senior Notes due 2019

THIS SUPPLEMENTAL INDENTURE (this “**Supplemental Indenture**”), entered into as of March 13, 2017, between Trina Solar Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands (the “**Company**”), and Wilmington Trust, National Association, a national banking association, as trustee (the “**Trustee**”). Capitalized terms used but not defined herein shall have the meanings given to them in the Indenture (as defined below).

RECITAL

WHEREAS, the Company and the Trustee entered into the Indenture, dated as of June 11, 2014 (as amended, supplemented and otherwise modified heretofore, the “**Indenture**”), relating to the Company’s 3.5% Convertible Senior Notes due 2019 (the “**Notes**”).

WHEREAS, on August 1, 2016, the Company entered into an Agreement and Plan of Merger, as amended (the “**Merger Agreement**”) with Fortune Solar Holdings Limited (“**Parent**”) and Red Viburnum Company Limited (“**Merger Sub**”), pursuant to which Merger Sub will be merged with and into the Company and cease to exist, with the Company continuing as the surviving company (the “**Surviving Company**”) (such merger contemplated by the Merger Agreement, the “**Merger**”) and becoming a wholly owned subsidiary of Parent. Upon the completion of the Merger, the Surviving Company will become a private company directly owned by Parent and the Company’s ADSs will cease to be listed on the New York Stock Exchange.

WHEREAS, at the effective time of the Merger (the “**Effective Time**”), each ordinary share of the Company issued and outstanding immediately prior to the Effective Time (other than certain Shares under the definition of Excluded Shares in the Merger Agreement) will be cancelled and cease to exist in exchange for the right to receive \$0.232 in cash without interest and each ADS issued and outstanding immediately prior to the Effective Time (other than ADSs that represent Excluded Shares) will represent the right to receive \$11.60 (the “**Per ADS Merger Consideration**”) in cash without interest, in each case, net of any applicable withholding taxes.

WHEREAS, the Merger constitutes a Merger Event as defined in the Indenture.

WHEREAS, pursuant to Section 14.07(a) of the Indenture, prior to or at the effective time of a Merger Event, the Company or the successor or purchasing Person, as the case may be, shall execute with the Trustee a supplemental indenture permitted under Section 10.01(g) of the Indenture providing for a change of the right to convert each \$1,000 principal amount of Notes into a right to convert such principal amount of Notes into the kind and amount of shares of stock, other securities or other property or assets (including cash or any combination thereof) that a holder of a number of ADSs equal to the Conversion Rate immediately prior to such Merger Event would have owned or been entitled to receive upon such Merger Event.

WHEREAS, pursuant to Section 10.01(g) of the Indenture, the Company, when authorized by the resolutions of the Board of Directors, and the Trustee, at the Company's expense and direction, may from time to time and at any time enter into an indenture or indentures supplemental to the Indenture to make any change that does not adversely affect the rights of any Holder in any respect.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and intending to be legally bound, the parties to this Supplemental Indenture hereby agree as follows:

Section 1. Capitalized terms used herein and not otherwise defined herein are used as defined in the Indenture.

Section 2. In accordance with and subject to Section 14.07(a) of the Indenture, as a result of the Merger, each \$1,000 in principal amount of Notes shall be, at and after the Effective Time, convertible in accordance with the terms of the Indenture into the right to receive the amount of cash that a holder of a number of ADSs equal to the Conversion Rate immediately prior to the consummation of the Merger would have owned or been entitled to receive upon the Merger. For all conversions that occur after the Effective Time of the Merger in accordance with and subject to Article 14 of the Indenture, the consideration due upon conversion of each \$1,000 principal amount of Notes shall be solely cash in an amount equal to the product of (i) the Per ADS Merger Consideration and (ii) the Conversion Rate, plus any increase in the conversion rate as determined pursuant to Section 14.03 of the Indenture to the extent such holder would be entitled to such increase.

Section 3. THIS SUPPLEMENTAL INDENTURE, AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 4. This Supplemental Indenture may be signed in various counterparts which together will constitute one and the same instrument.

Section 5. This Supplemental Indenture is an amendment supplemental to the Indenture and the Indenture and this Supplemental Indenture will henceforth be read together.

Section 6. Notwithstanding anything contained herein, nothing in this Supplemental Indenture shall relieve the Company or the Trustee of any of their obligations under the Indenture, as amended and supplemented by this Supplemental Indenture, and the Notes.

Section 7. Except as expressly amended hereby, the Indenture and the Notes are in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered under the Indenture shall be bound hereby and all terms and conditions of both shall be read together as though they constitute a single instrument, except that in the case of conflict, the provisions of this Supplemental Indenture shall control. This Supplemental Indenture shall become effective upon its execution by the parties hereto.

Section 8. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Company.

Section 9. If and to the extent that any provision in this Supplemental Indenture shall be held invalid, illegal or unenforceable, the validity, legality, enforceability and approval of the remaining provisions shall not in any way be affected or impaired thereby, to the extent permitted by applicable law.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first above written.

TRINA SOLAR LIMITED

By: _____
Name:
Title:

By: _____
Name:
Title:

Wilmington Trust, National Association,
as Trustee

By: _____
Name:
Title: