

Schedule 3, Part B Certification and Agreement of Persons Surrendering Rule 144A GDRs for the Purpose of Withdrawal of Rule 144A Deposited Property Pursuant to Clause 3 of the Rule 144A Deposit Agreement and Condition 2

Citibank, N.A.
GDR Department
480 Washington Boulevard, 30th Floor
Jersey City, New Jersey 07310
United States of America

Re: **CHINA YANGTZE POWER CO., LTD.**

We refer to the Rule 144A Deposit Agreement dated on or about 24 September 2020, as amended and supplemented prior to the date hereof (the “**Deposit Agreement**”), between China Yangtze Power Co., Ltd, a joint stock company organised under the laws of the People's Republic of China with limited liability (the “**Company**”), and Citibank, N.A. as Depositary thereunder. Capitalised terms used but not defined herein shall have the meanings given to them in the Deposit Agreement. The terms of this Certification and Agreement shall be governed by the laws of the State of New York.

1. We are surrendering Rule 144A Global Depositary Receipt Certificates (the “**Rule 144A GDR Certificates**”) or giving withdrawal instructions through DTC in accordance with the terms of the Deposit Agreement for the purpose of withdrawal of the Rule 144A Deposited Property represented by the Rule 144A Global Depositary Receipts (“**Rule 144A GDRs**”) pursuant to Clause 3 (*Appointment of Depositary and Custodian; Deposit and Withdrawal of Shares*) of the Deposit Agreement and Condition 2 (*Withdrawal of Deposited Property*).

2. We acknowledge (or if we are a broker dealer, our customer has confirmed to us that it acknowledges) that the Rule 144A GDRs and the Shares represented thereby have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “**Act**”) or with any securities regulatory authority in any state or other jurisdiction of the United States and that the Shares, the Rule 144A GDR Certificates and the Rule 144A GDRs may not be offered, sold, pledged or otherwise transferred except in accordance with the restrictions on transfer set forth herein and in the Deposit Agreement.

3. We certify that either:

(a) We are a Qualified Institutional Buyer (as such term is defined in Rule 144A under the Act and hereinafter used as so defined) acting for our own account or for the account of one or more Qualified Institutional Buyers, and either:

(i) we have (or it has) sold or otherwise transferred, or agreed to sell or otherwise transfer and at or prior to the time of withdrawal will have sold or otherwise transferred, the Rule 144A GDRs, the Rule 144A GDR Certificates or the Shares to persons other than U.S. Persons (as such term is defined in Regulation S and hereinafter used as so defined) in accordance with Regulation S under the Act and we are (or it is), or prior to such sale we were (or it was), the beneficial owner of the Rule 144A GDR Certificates and Rule 144A GDRs, or

(ii) we have (or it has) sold or otherwise transferred, or agreed to sell or otherwise transfer and at or prior to the time of withdrawal will have sold or otherwise transferred, the Rule 144A GDRs, the Rule 144A GDR Certificates or the Shares to another Qualified Institutional Buyer in accordance with Rule 144A and we are (or it is), or prior to such sale we were (or it was), the beneficial owner of the Rule 144A GDR Certificates and Rule 144A GDRs, or

(iii) we (or it) will be the beneficial owner of the Shares upon withdrawal, and, accordingly, we agree (or if we are acting for the account of one or more Qualified Institutional Buyers, each such Qualified Institutional Buyer has confirmed to us that it agrees) that (x) we (or it) will not offer, sell, pledge or otherwise transfer the Shares except (A) to a person whom we reasonably believe (or it and anyone acting on its behalf reasonably believes) is a Qualified Institutional Buyer in a transaction meeting the requirements of Rule 144A under the Act, (B) outside the United States to persons other than U.S. Persons in accordance with Regulation S under the Act, or (C) in accordance with Rule 144 under the Act (if available), or (D) pursuant to an effective registration statement under the Act, in each case in accordance with any applicable securities laws of any state of the United States, and (y) we (or it) will not deposit or cause to be deposited such Shares into any depository receipt facility established or maintained by a depository bank (including any such facility maintained by the Depository), other than a Rule 144A restricted depository receipt facility, so long as such Shares are “restricted securities” within the meaning of Rule 144(a)(3) under the Act.

OR

(b) We are a person other than a U.S. Person and are located outside the United States; we acquired, or have agreed to acquire and at or prior to the time of the withdrawal will have acquired, the Rule 144A GDRs, the Rule 144A GDR Certificates or the Shares outside the United States; and we are, or upon acquisition thereof will be, the beneficial owner of the Rule 144A GDRs, the Rule 144A GDR Certificates or the Shares.

4. If we are a broker dealer, we further certify that we are acting for the account of our customer and that our customer has confirmed the accuracy of the representations contained in paragraph 3 hereof that are applicable to it (including the representations with respect to beneficial ownership) and, if paragraph 3(a)(iii) is applicable to our customer, has confirmed that it will comply with the agreements set forth in paragraph 3(a)(iii).

Very truly yours,

[NAME OF CERTIFYING ENTITY]

By:

Title: _____

Date: _____