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吉林奇峰化纖股份有限公司
JILIN QIFENG CHEMICAL FIBER CO., LTD.*

(a joint stock company incorporated in the People's Republic of China with limited liability)

(Stock Code: 549)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an extraordinary general meeting of Jilin Qifeng Chemical Fiber Co., Ltd. (the “**Company**”) will be held at the meeting room of 6th Floor, No. 516-1, Jiuzhan Street, Jilin City, Jilin Province, the People's Republic of China on Tuesday, 29 November 2016 at 9 a.m. to consider and, if thought fit, to pass, with or without modifications, the following resolution as an ordinary resolution of the Company:

ORDINARY RESOLUTIONS

1. “**THAT:**

- (a) the 2017 Company-Tuopu Textile Sales Agreement dated 1 September 2016 entered into between Tuopu Textile and the Company and the continuing connected transactions (as defined in the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited) (the “**Listing Rules**”) contemplated thereunder be and are hereby approved;
- (b) the 2017 Company-Tuopu Textile Sales Annual Cap (as defined in the circular of the Company dated 12 October 2016 (“**Circular**”)) for each of the three financial years ending 31 December 2019 be and are hereby approved; and
- (c) any Director (“**Director**”) of the Company be and is hereby authorised, for and on behalf of the Company, to execute all documents, instruments and agreements to take all steps necessary or expedient to implement and/or give effect to the 2017 Company-Tuopu Textile Sales Agreement.”

2. “**THAT:**

- (a) the 2017 Jimont-Tuopu Textile Sales Agreement dated 1 September 2016 entered into between Tuopu Textile and Jimont and the continuing connected transactions (as defined in the Listing Rules) contemplated thereunder be and are hereby approved;
- (b) the 2017 Jimont-Tuopu Textile Sales Annual Cap (as defined in the Circular) for each of the three financial years ending 31 December 2019 be and are hereby approved; and
- (c) any Director be and is hereby authorised, for and on behalf of the Company, to execute all documents, instruments and agreements to take all steps necessary or expedient to implement and/or give effect to the 2017 Jimont-Tuopu Textile Sales Agreement.”

3. **“THAT:**

- (a) the 2017 Company-Furunde Acrylic Fibre Products Sales Agreement dated 1 September 2016 entered into between Furunde and the Company and the continuing connected transactions (as defined in the Listing Rules) contemplated thereunder be and are hereby approved;
- (b) the 2017 Company-Furunde Acrylic Fibre Products Sales Annual Cap (as defined in the Circular) for each of the three financial years ending 31 December 2019 be and are hereby approved; and
- (c) any Director be and is hereby authorised, for and on behalf of the Company, to execute all documents, instruments and agreements to take all steps necessary or expedient to implement and/or give effect to the 2017 Company-Furunde Acrylic Fibre Products Sales Agreement.”

4. **“THAT:**

- (a) the 2017 Jimont-Furunde Acrylic Fibre Products Sales Agreement dated 1 September 2016 entered into between Furunde and Jimont and the continuing connected transactions (as defined in the Listing Rules) contemplated thereunder be and are hereby approved;
- (b) the 2017 Jimont-Furunde Acrylic Fibre Products Sales Annual Cap (as defined in the Circular) for each of the three financial years ending 31 December 2019 be and are hereby approved; and
- (c) any Director be and is hereby authorised, for and on behalf of the Company, to execute all documents, instruments and agreements to take all steps necessary or expedient to implement and/or give effect to the 2017 Jimont-Furunde Acrylic Fibre Products Sales Agreement.”

5. **“THAT:**

- (a) the 2013 Company-Furunde Acrylic Fibre Products Sales Revised Annual Cap (as defined in the Circular) for the financial year ending 31 December 2016 be and is hereby approved; and
- (b) any Director be and is hereby authorised, for and on behalf of the Company, to execute all documents, instruments and agreements to take all steps necessary or expedient to implement and/or give effect to the 2013 Company-Furunde Acrylic Fibre Products Sales Revised Annual Cap.”

6. **“THAT:**

- (a) the 2013 Jimont-Furunde Acrylic Fibre Products Sales Revised Annual Cap (as defined in the Circular) for the financial year ending 31 December 2016 be and is hereby approved; and

- (b) any Director be and is hereby authorised, for on behalf of the Company, to execute all documents, instruments and agreements to take all steps necessary or expedient to implement and/or give effect to the 2013 Jimont-Furunde Acrylic Fibre Products Sales Revised Annual Cap.”

7. **“THAT:**

- (a) the 2017 Company-JCF Import Export Sales Agreement dated 1 September 2016 entered into between JCF Group Import Export and the Company and the continuing connected transactions (as defined in the Listing Rules) contemplated thereunder be and are hereby approved;
- (b) the 2017 Company-JCF Import Export Sales Annual Cap (as defined in the Circular) for each of the three financial years ending 31 December 2019 be and are hereby approved; and
- (c) any Director be and is hereby authorised, for and on behalf of the Company, to execute all documents, instruments and agreements to take all steps necessary or expedient to implement and/or give effect to the 2017 Company-JCF Import Export Sales Agreement.”

8. **“THAT:**

- (a) the 2017 Jimont-JCF Import Export Sales Agreement dated 1 September 2016 entered into between JCF Group Import Export and Jimont and the continuing connected transactions (as defined in the Listing Rules) contemplated thereunder be and are hereby approved;
- (b) the 2017 Jimont-JCF Import Export Sales Annual Cap (as defined in the Circular) for each of the three financial years ending 31 December 2019 be and are hereby approved; and
- (c) any Director be and is hereby authorised, for on behalf of the Company, to execute all documents, instruments and agreements to take all steps necessary or expedient to implement and/or give effect to the 2017 Jimont-JCF Import Export Sales Agreement.”

9. **“THAT:**

- (a) the 2014 Jimont-JCF Import Export Sales Agreement Revised Cap (as defined in the Circular) for the financial year ending 31 December 2016 be and is hereby approved; and
- (b) any Director be and is hereby authorised, for and on behalf of the Company, to execute all documents, instruments and agreements to take all steps necessary or expedient to implement and/or give effect to the 2014 Jimont-JCF Import Export Sales Agreement Revised Cap.”

10. **“THAT:**

- (a) the 2017 Company-Furunde Acrylonitrile Supply Agreement dated 1 September 2016 entered into between Furunde and the Company and the continuing connected transactions (as defined in the Listing Rules) contemplated thereunder be and are hereby approved;
- (b) the 2017 Company-Furunde Acrylonitrile Sales Annual Cap (as defined in the Circular) for each of the three financial years ending 31 December 2019 be and are hereby approved; and
- (c) any Director be and is hereby authorised, for and on behalf of the Company, to execute all documents, instruments and agreements to take all steps necessary or expedient to implement and/or give effect to the 2017 Company-Furunde Acrylonitrile Supply Agreement.”

11. **“THAT:**

- (a) the 2017 Jimont-Furunde Acrylonitrile Supply Agreement dated 1 September 2016 entered into between Furunde and Jimont and the continuing connected transactions (as defined in the Listing Rules) contemplated thereunder be and are hereby approved;
- (b) the 2017 Jimont-Furunde Acrylonitrile Sales Annual Cap (as defined in the Circular) for each of the three financial years ending 31 December 2019 be and are hereby approved; and
- (c) any Director be and is hereby authorised, for and on behalf of the Company, to execute all documents, instruments and agreements to take all steps necessary or expedient to implement and/or give effect to the 2017 Jimont-Furunde Acrylonitrile Supply Agreement.”

12. **“THAT:**

- (a) the 2017 JCFCL Utilities and Services Provision Agreement dated 1 September 2016 entered into between JCFCL and the Company and the continuing connected transactions (as defined in the Listing Rules) contemplated thereunder be and are hereby approved;
- (b) the 2017 JCFCL Utilities and Services Provision Annual Cap (as defined in the Circular) for each of the three financial years ending 31 December 2019 be and are hereby approved; and
- (c) any director of the Company be and is hereby authorised, for and on behalf of the Company, to execute all documents, instruments and agreements to take all steps necessary or expedient to implement and/or give effect to the 2017 JCFCL Utilities and Services Provision Agreement.”

13. **“THAT:**

- (a) the 2017 Aika Utilities and Services Provision Agreement dated 1 September 2016 entered into between Aika and the Company and the continuing connected transactions (as defined in the Listing Rules) contemplated thereunder be and are hereby approved;
- (b) the 2017 Aika Utilities and Services Provision Annual Cap (as defined in the Circular) for each of the three financial years ending 31 December 2019 be and are hereby approved; and
- (c) any Director be and is hereby authorised, for and on behalf of the Company, to execute all documents, instruments and agreements to take all steps necessary or expedient to implement and/or give effect to the 2017 Aika Utilities and Services Provision Agreement.”

14. **“THAT:**

- (a) the 2017 Kaimeike Utilities and Services Provision Agreement dated 1 September 2016 entered into between Kaimeike and the Company and the continuing connected transactions (as defined in the Listing Rules) contemplated thereunder be and are hereby approved;
- (b) the 2017 Kaimeike Utilities and Services Provision Annual Cap (as defined in the Circular) for each of the three financial years ending 31 December 2019 be and are hereby approved; and
- (c) any Director be and is hereby authorised, for and on behalf of the Company, to execute all documents, instruments and agreements to take all steps necessary or expedient to implement and/or give effect to the 2017 Kaimeike Utilities and Services Provision Agreement.”

By order of the Board
Jilin Qifeng Chemical Fiber Co., Ltd.*
Song Dewu
Director

Jilin, the PRC, 12 October 2016

Notes:

- 1. Any Shareholder entitled to attend and vote at the EGM is entitled to appoint another person as his/her proxy to attend and vote on his/her behalf in accordance with the articles of the Company. A Shareholder who is the holder of two or more Shares may appoint more than one proxy to attend on the same occasion. A proxy need not be a Shareholder.
- 2. A form of proxy for use at the EGM is enclosed. In order to be valid, the form of proxy together with the power of attorney or other authority (if any) under which it is signed, or a certified copy of such power or authority, must be lodged with the Company’s H Share registrar and transfer office in Hong Kong, Computershare Hong Kong Investor Services Limited, located at 46th Floor, Hopewell Centre, 183 Queen’s Road East, Hong Kong (in respect of H Shares), or to the Company’s principal place of business in the PRC at No.516-1, Jiuzhan Street, Jilin City, Jilin Province, the PRC (Postal Code: 132115) (in respect of Domestic Shares and Non-H Foreign Shares) not less than 24 hours before the time appointed for holding the EGM or any adjournment thereof.

3. Where there are joint registered holders of any Share(s), any one of such joint holders may attend and vote at the EGM, either in person or by proxy, in respect of such Share(s) as if he/she was solely entitled thereto, but if more than one of such joint holders are present at the EGM or any adjourned meeting thereof (as the case may be), the most senior shall alone be entitled to vote, whether in person or by proxy. For this purpose, seniority shall be determined by the order in which the names stand in the register of members of the Company in respect of the joint holding.
4. Completion and return of the form of proxy will not preclude a shareholder from attending and voting in person at the EGM or any adjournment thereof if he/she so desires. If a Shareholder attends the EGM after having deposited the form of proxy, his/her form of proxy will be deemed to have been revoked.
5. Shareholders who intend to attend the EGM should complete and return the reply slip in writing by hand or by post to the company's H Shares registrar in Hong Kong (for holders of H Shares) or the registered office of the Company in the PRC (for holders of Domestic Shares and Non-H Foreign Shares) before Wednesday, 9 November 2016.

The name and address of the Company's H Shares Registrar in Hong Kong is as follows:

Computershare Hong Kong Investor Services Limited
46th Floor,
Hopewell Centre,
183 Queen's Road East,
Hong Kong

The registered office of the Company in the PRC is as follows:

Block 4, Zone D,
Hengshan West Road,
Jilin New and High Technology Development Zone,
Jilin City,
Jilin Province,
The PRC

6. The holders of shares of the Company should note that the register of members of the Company will be closed from Monday, 31 October 2016 to Tuesday 29 November 2016 (both days inclusive), during which period no transfer of shares of the Company can be registered. In order to qualify to attend and vote at the EGM, all transfer documents accompanied by the relevant share certificates must be lodged with the Company's H Shares registrar in Hong Kong (in respect of H Shares), or the Company's registered office in the PRC (in respect of Domestic Shares and Non-H Foreign Shares), no later than 4.30 p.m. on Friday, 28 October 2016
7. Voting of all resolutions as set out in this notice will be by poll in accordance with Rule 13.39(4) of the Listing Rules.

* *The company is registered as a non-Hong Kong company under Part 16 of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) under the English name "Jilin Qifeng Chemical Fiber Co., Ltd."*

As at the date of this notice, the executive Directors are Mr. Song Dewu, Mr. Yang Xuefeng and Mr. Pan Xianfeng, the non-executive Directors are Mr. Ma Jun, Mr. Jiang Junzhou and Mr. Wu Song, and the independent non-executive Directors are Mr. Li Yanxi, Mr. Jin Jie, Mr. Lv Xiaobo and Ms. Zhu Ping.