

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)

Proxy Form of Holders of H Shares, Domestic Shares and Non-H Foreign Shares for use at the extraordinary general meeting (the "EGM") of Jilin Qifeng Chemical Fiber Co., Ltd. (the "Company") to be held at 9 a.m. on Tuesday, 29 November 2016 at the meeting room of 6th Floor, No. 516-1, Jiuzhan Street, Jilin City, Jilin Province, the People's Republic of China (the "PRC")

Number of Shares related to this proxy form ^(Note 2)	H Shares/Domestic Shares/Non-H Foreign Shares ^Δ
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I(We)^(Note 1) _____

of _____

Shareholders' Account: _____

and I.D. No.: _____,

being the holder(s) of _____

H Share(s)/Domestic Share(s)/Non-H Foreign Share(s)^Δ in Jilin Qifeng Chemical Fiber Co., Ltd. ("the Company") now

appoint^(Note 3) _____, I.D. No.: _____

(of _____)

or failing him the chairman of the meeting as my(our) proxy to attend and vote for me(us) on the following resolutions in accordance with the instruction(s) below and on my(our) behalf at the EGM for the purpose of considering and, if thought fit, passing the resolutions as set out in the notice convening the said meeting. In the absence of any indication, the proxy may vote for or against the resolutions at his own discretion.^(Note 4)

Ordinary Resolutions: ^(Note 5)		For ^(Note 4)	Against ^(Note 4)
1.	<p>"THAT:</p> <p>(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;</p> <p>(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</p> <p>(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."</p>		
2.	<p>"THAT:</p> <p>(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;</p> <p>(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</p> <p>(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."</p>		
3.	<p>"THAT:</p> <p>(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;</p> <p>(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</p> <p>(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."</p>		

	Ordinary Resolutions: ^(Note 5)	For ^(Note 4)	Against ^(Note 4)
4.	<p>“THAT:</p> <p>(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;</p> <p>(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</p> <p>(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.”</p>		
5.	<p>“THAT:</p> <p>(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</p> <p>(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.”</p>		
6.	<p>“THAT:</p> <p>(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</p> <p>(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.”</p>		
7.	<p>“THAT:</p> <p>(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;</p> <p>(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</p> <p>(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.”</p>		
8.	<p>“THAT:</p> <p>(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;</p> <p>(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</p> <p>(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.”</p>		
9.	<p>“THAT:</p> <p>(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</p> <p>(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.”</p>		
10.	<p>“THAT:</p> <p>(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;</p> <p>(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</p> <p>(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.”</p>		

Ordinary Resolutions: ^(Note 5)	For ^(Note 4)	Against ^(Note 4)
<p>11. “THAT:</p> <p>(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;</p> <p>(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</p> <p>(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.”</p>		
<p>12. “THAT:</p> <p>(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;</p> <p>(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</p> <p>(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.”</p>		
<p>13. “THAT:</p> <p>(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;</p> <p>(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</p> <p>(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.”</p>		
<p>14. “THAT:</p> <p>(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;</p> <p>(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</p> <p>(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.”</p>		

Date: _____

Signature: _____

^(Note 6)

Notes:

1. Please insert full name(s) and address(es) in **BLOCK LETTERS**.
2. Please insert the number of Share(s) registered in your name(s) relating to this form of proxy. If no number is inserted, this form of proxy will be deemed to relate to all of the shares in the capital of the Company registered in your name(s).
3. Please insert the name and address of your proxy. If this is left blank, the chairman of the EGM will act as your proxy. One or more proxies, who may not be member(s) of the Company, may be appointed to attend and vote in the meeting provided that such proxies must attend the meeting in person on your behalf. Any alteration made to this proxy form must be signed by the signatory.
4. Attention: If you wish to vote FOR any resolution, please indicate with a “✓” in the appropriate space under “For”. If you wish to vote AGAINST any resolution, please indicate with a “✗” in the appropriate space under “Against”. In the absence of any such indication, the proxy will vote or abstain at his discretion.
5. An ordinary resolution shall be passed by an affirmative vote of more than half of the Company’s total voting shares held by shareholders present at the EGM (including proxies).
6. This proxy form shall be signed under the hand of the appointer or his attorney duly authorized in writing. If this appointer is a legal person, this form shall be signed under seal or under the hand of a director or attorney duly authorized.
7. In the case of joint holders, the vote of the senior who tenders a vote, whether in person or in proxy, shall be accepted to the exclusion of the votes of the other joint holder(s). For this purpose, seniority shall be determined by the order in which the names stand in the Register of Shareholders in respect of the joint holding.
8. This proxy form together with the power of attorney or other authorization document(s) which have been notarized, shall be delivered, in respect of H Share(s), to the H Share registrar and transfer office of the Company in Hong Kong, Computershare Hong Kong Investor Services Limited at 46th Floor, Hopewell Centre, 183 Queen’s Road East, Hong Kong and in respect of Domestic Share(s) and Non-H Foreign Share(s), to the registered office of the Company in the PRC at Block 4, Zone D, Hengshan West Road, Jilin New and High Technology Development Zone, Jilin City, Jilin Province, the PRC at least 24 hours before the time for holding the EGM.
9. Completion and delivery of the form of proxy will not preclude you from attending and voting at the EGM if you so wish.

Δ *Please delete as appropriate.*

* 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.”