



洛阳玻璃股份有限公司

LUOYANG GLASS COMPANY LIMITED

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

(Stock Code: 1108)

PROXY FORM FOR USE AT THE SECOND EXTRAORDINARY GENERAL MEETING 2009

I/We^(Note 1) _____ of _____ ,
holder(s): _____ A Shares (shareholder account number _____)/
H Shares^(Note 2) of RMB1.00 each in the capital of the Company. I/we hereby appoint the Chairman, or
_____ of _____ ^(Note 3), to
be my/our proxy(ies) to attend the Second Extraordinary General Meeting 2009 (“EGM”) to be held at the Conference Room
of the Company on 1st Floor, No. 9 Tang Gong Zhong Lu, Xigong District, Luoyang Municipal, Henan Province, the People's
Republic of China (the “PRC”) at 9:00 a.m. on 13 July 2009 for the purpose of voting in respect of the following resolutions
on behalf of me/us according to the following instructions. If no instructions are given, the proxy(ies) may vote at his/their own
discretion (please refer to the appendix).

Signature(s) ^(Note 5): _____

Date: _____ 2009

Notes:

1. Please insert full name(s) and address(es) in block capital of shareholders.
2. Please insert the number of shares relevant to this proxy form which are registered under your name(s). If no number is inserted, this proxy form will be deemed to relate to all the shares of the Company registered under your name(s).
3. If a shareholder appoints a proxy other than the Chairman of the meeting, please cross out “the Chairman, or” and insert the name and address of the proxy in the following space. A shareholder may appoint more than one proxy to attend and vote at the meeting on his behalf. A proxy needs not to be a shareholder.
4. **Important:** If you wish to vote in favour of any resolution, please add a “✓” in the box marked “For”. If you wish to vote against any resolution, please add a “✓” in the box marked “Against”. If no instructions are given, the proxy(ies) may vote at his/their own discretion.
5. This proxy form shall be signed under the hand of you or your attorney duly authorized in writing. If the shareholder is a corporation, the proxy form must be affixed under the common seal or signed by its directors or his attorney duly authorized.
6. This proxy form together with the power of attorney of signatories or other authorization documents (if any), or copies of such power of attorney or authorization documents as notarially certified shall be delivered to the Company's registered address not less than 24 hours before the time appointed for the holding of the EGM.
7. To be valid, any amendments to this proxy form shall be signed.
8. A proxy intended to attend the meeting shall present his identity card and power of attorney signed or affixed under the common seal (if a shareholder is corporation) with the signature date enclosed.

Appendix:

Resolutions	For <i>(Note 4)</i>	Against <i>(Note 4)</i>
Ordinary resolutions:		
1. The Company Supply Agreement (as defined in the circular of the Company dated 27 May 2009 (the “ Circular ”), copy of which has been produced to the EGM marked “1” and signed by the chairman of the EGM for the purpose of identification), and the terms and conditions thereof and its proposed Cap amounts and the transaction contemplated thereunder and the implementation thereof be and are hereby approved and confirmed;		
2. The Provision of Water, Electricity and Steam Agreement (as defined in the Circular, copy of which has been produced to the EGM marked “2” and signed by the chairman of the EGM for the purpose of identification), and the terms and conditions thereof and its proposed Cap amounts and the transaction contemplated thereunder and the implementation thereof be and are hereby approved and confirmed;		
3. The CLFG Composite Services Agreement (as defined in the Circular, copy of which has been produced to the EGM marked “3” and signed by the chairman of the EGM for the purpose of identification), and the terms and conditions thereof and the transaction contemplated thereunder and the implementation thereof be and are hereby approved and confirmed;		
4. The Longhao Entrusted Loan Agreement (as defined in the Circular, copy of which has been produced to the EGM marked “4” and signed by the chairman of the EGM for the purpose of identification), and the terms and conditions thereof and its proposed Cap amounts and the transaction contemplated thereunder and the implementation thereof be and are hereby approved and confirmed;		
5. The Longhai Entrusted Loan Agreement (as defined in the Circular, copy of which has been produced to the EGM marked “5” and signed by the chairman of the EGM for the purpose of identification), and the terms and conditions thereof and its proposed Cap amounts and the transaction contemplated thereunder and the implementation thereof be and are hereby approved and confirmed;		
6. The Longfei Entrusted Loan Agreement (as defined in the Circular, copy of which has been produced to the EGM marked “6” and signed by the chairman of the EGM for the purpose of identification), and the terms and conditions thereof and its proposed Cap amounts and the transaction contemplated thereunder and the implementation thereof be and are hereby approved and confirmed;		

Resolutions	For <i>(Note 4)</i>	Against <i>(Note 4)</i>
Ordinary resolutions:		
7. The Longhao Guarantee Agreement (as defined in the Circular, copy of which has been produced to the EGM marked “7” and signed by the chairman of the EGM for the purpose of identification), and the terms and conditions thereof and its proposed Cap amounts and the transaction contemplated thereunder and the implementation thereof be and are hereby approved and confirmed;		
8. The Longhai Guarantee Agreement (as defined in the Circular, copy of which has been produced to the EGM marked “8” and signed by the chairman of the EGM for the purpose of identification), and the terms and conditions thereof and its proposed Cap amounts and the transaction contemplated thereunder and the implementation thereof be and are hereby approved and confirmed;		
9. The Longfei Guarantee Agreement (as defined in the Circular, copy of which has been produced to the EGM marked “9” and signed by the chairman of the EGM for the purpose of identification), and the terms and conditions thereof and its proposed Cap amounts and the transaction contemplated thereunder and the implementation thereof be and are hereby approved and confirmed;		
10. The Longxiang Guarantee Agreement (as defined in the Circular, copy of which has been produced to the EGM marked “10” and signed by the chairman of the EGM for the purpose of identification), and the terms and conditions thereof and its proposed Cap amounts and the transaction contemplated thereunder and the implementation thereof be and are hereby approved and confirmed;		
11. The Longhao Raw Material Supply Agreement (as defined in the Circular, copy of which has been produced to the EGM marked “11” and signed by the chairman of the EGM for the purpose of identification), and the terms and conditions thereof and its proposed Cap amounts and the transaction contemplated thereunder and the implementation thereof be and are hereby approved and confirmed;		
12. The Longfei Raw Material Supply Agreement (as defined in the Circular, copy of which has been produced to the EGM marked “12” and signed by the chairman of the EGM for the purpose of identification), and the terms and conditions thereof and its proposed Cap amounts and the transaction contemplated thereunder and the implementation thereof be and are hereby approved and confirmed;		
13. The Longxiang Raw Material Supply Agreement (as defined in the Circular, copy of which has been produced to the EGM marked “13” and signed by the chairman of the EGM for the purpose of identification), and the terms and conditions thereof and its proposed Cap amounts and the transaction contemplated thereunder and the implementation thereof be and are hereby approved and confirmed;		

Resolutions	For <i>(Note 4)</i>	Against <i>(Note 4)</i>
Ordinary resolutions:		
14. The Longxin Raw Material Supply Agreement (as defined in the Circular, copy of which has been produced to the EGM marked “14” and signed by the chairman of the EGM for the purpose of identification), and the terms and conditions thereof and its proposed Cap amounts and the transaction contemplated thereunder and the implementation thereof be and are hereby approved and confirmed;		
15. The Longhao Glass Supply Agreement (as defined in the Circular, copy of which has been produced to the EGM marked “15” and signed by the chairman of the EGM for the purpose of identification), and the terms and conditions thereof and its proposed Cap amounts and the transaction contemplated thereunder and the implementation thereof be and are hereby approved and confirmed;		
16. The Longfei Glass Supply Agreement (as defined in the Circular, copy of which has been produced to the EGM marked “16” and signed by the chairman of the EGM for the purpose of identification), and the terms and conditions thereof and its proposed Cap amounts and the transaction contemplated thereunder and the implementation thereof be and are hereby approved and confirmed;		
17. The Longxiang Glass Supply Agreement (as defined in the Circular, copy of which has been produced to the EGM marked “17” and signed by the chairman of the EGM for the purpose of identification), and the terms and conditions thereof and its proposed Cap amounts and the transaction contemplated thereunder and the implementation thereof be and are hereby approved and confirmed;		
18. The Longxin Glass Supply Agreement (as defined in the Circular, copy of which has been produced to the EGM marked “18” and signed by the chairman of the EGM for the purpose of identification), and the terms and conditions thereof and its proposed Cap amounts and the transaction contemplated thereunder and the implementation thereof be and are hereby approved and confirmed;		
19. The Huayi Glass Supply Agreement (as defined in the Circular, copy of which has been produced to the EGM marked “19” and signed by the chairman of the EGM for the purpose of identification), and the terms and conditions thereof and its proposed Cap amounts and the transaction contemplated thereunder and the implementation thereof be and are hereby approved and confirmed;		

Resolutions	For (Note 4)	Against (Note 4)
Ordinary resolutions:		
20. The Silicon Powder Supply Agreement (as defined in the Circular, copy of which has been produced to the EGM marked “20” and signed by the chairman of the EGM for the purpose of identification), and the terms and conditions thereof and its proposed Cap amounts and the transaction contemplated thereunder and the implementation thereof be and are hereby approved and confirmed;		
21. The Longhao Composite Services Agreement (as defined in the Circular, copy of which has been produced to the EGM marked “21” and signed by the chairman of the EGM for the purpose of identification), and the terms and conditions thereof and its proposed Cap amounts and the transaction contemplated thereunder and the implementation thereof be and are hereby approved and confirmed;		
22. The Longfei Composite Services Agreement (as defined in the Circular, copy of which has been produced to the EGM marked “22” and signed by the chairman of the EGM for the purpose of identification), and the terms and conditions thereof and its proposed Cap amounts and the transaction contemplated thereunder and the implementation thereof be and are hereby approved and confirmed;		
23. The Longxiang Composite Services Agreement (as defined in the Circular, copy of which has been produced to the EGM marked “23” and signed by the chairman of the EGM for the purpose of identification), and the terms and conditions thereof and its proposed Cap amounts and the transaction contemplated thereunder and the implementation thereof be and are hereby approved and confirmed;		
24. The Longxin Composite Services Agreement (as defined in the Circular, copy of which has been produced to the EGM marked “24” and signed by the chairman of the EGM for the purpose of identification), and the terms and conditions thereof and its proposed Cap amounts and the transaction contemplated thereunder and the implementation thereof be and are hereby approved and confirmed; and		

Resolutions	For (Note 4)	Against (Note 4)
Ordinary resolutions:		
25. Any one of the directors be authorised for and on behalf of the Company, among other matters, to sign, execute, perfect, deliver or to authorise signing, executing, perfecting and delivering all such documents and deeds, to do or authorise doing all such acts, matters and things as they may in their discretion consider necessary, expedient or desirable to give effect to and implement the Company Supply Agreement, the Provision of Water, Electricity and Steam Agreement, the Longhao Entrusted Loan Agreement, the Longhai Entrusted Loan Agreement, the Longfei Entrusted Loan Agreement, the Longhao Guarantee Agreement, the Longhai Guarantee Agreement, the Longfei Guarantee Agreement, the Longxiang Guarantee Agreement, the Longhao Raw Material Supply Agreement, the Longfei Raw Material Supply Agreement, the Longxiang Raw Material Supply Agreement, the Longxin Raw Material Supply Agreement, the Longhao Glass Supply Agreement, the Longfei Glass Supply Agreement, the Longxiang Glass Supply Agreement, the Longxin Glass Supply Agreement, the Huayi Glass Supply Agreement, the Silicon Powder Supply Agreement, the Longhao Composite Services Agreement, the Longhai Composite Services Agreement, the Longfei Composite Services Agreement, the Longxiang Composite Services Agreement and the Longxin Composite Services Agreement (together the “Non-exempt CCT Agreements”) and to waive compliance from or make and agree such variations of a non-material nature to any of the terms of the Non-exempt CCT Agreements they may in their discretion consider to be desirable and in the interests of the Company and all the directors’ acts as aforesaid be hereby approved, ratified and confirmed.		

Date: _____ 2009

Signature (Note 5): _____