



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 FIRST EXTRAORDINARY GENERAL MEETING 2011

I/We^(Note 1) _____ of _____
_____,
am/are the holder(s) of _____ A Shares in total (shareholder account number _____)/
_____ H Shares in total^(Note 2) of RMB1.00 each in the capital of Luoyang Glass Company Limited (the "Company").
I/We hereby appoint the Chairman, or _____ of _____
_____,
(Note 3)

to be my/our proxy(ies) to attend the First Extraordinary General Meeting 2011 ("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 21 March 2011 (Monday) 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).

Date: _____ 2011 Signature(s) ^(Note 5): _____

Notes:

1. Please insert full name(s) and address(es) of shareholders in block capital.
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 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 notorially certified shall be delivered to the Company's share registrar in Hong Kong, Hong Kong Registrars Limited, at Rooms 1901-5, Hopewell Centre, 183 Queen's Road East, Hong Kong or to the Company's registered address at No. 9 Tang Gong Zhong Lu, Xigong District, Luoyang Municipal, Henan Province, the PRC as soon as possible and in any event not less than 24 hours before the time appointed for the holding of the EGM or any adjournment thereof.
7. To be valid, any amendments to this proxy form shall be signed.
8. A proxy intending to attend the meeting shall present his identity card and power of attorney signed or affixed under the common seal (if the shareholder is a corporation) with the signature date enclosed.
9. Unless otherwise indicated, capitalized terms used herein shall have the same meanings as those defined in the circular of the Company dated 1 February 2011.

Appendix:

Ordinary Resolutions		For <i>(Note 4)</i>	Against <i>(Note 4)</i>
1.	To approve and confirm the Agreement, the terms and conditions thereof, the transaction contemplated thereunder and the implementation thereof.		
2.	To approve, confirm and ratify any one of the Directors 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 Agreement and to waive compliance from or make and agree such variations of a non-material nature to any of the terms of the Agreement they may in their discretion consider to be desirable and in the interests of the Company, and all the Directors' acts as aforesaid.		