



**FULL APEX**  
(HOLDINGS) LIMITED

## **FULL APEX (HOLDINGS) LIMITED**

(Incorporated in Bermuda on 5 April 2002)

Registration No: 31906

### **NOTICE OF SPECIAL GENERAL MEETING**

NOTICE IS HEREBY GIVEN that a Special General Meeting of the Shareholders of Full Apex (Holdings) Limited (the "**Company**") will be held at Kingsfisher 3, Level 1, Seletar Country Club, 101 Seletar Club Road Singapore 798273 on Wednesday, 29 April 2015 at 9:15 a.m. (or as soon as following the conclusion or adjournment of the Annual General Meeting to be held at 9:00 a.m. on the same day and at the same place) for the purpose of considering and, if thought fit, passing the following resolution:

#### **ORDINARY RESOLUTION**

##### **The Proposed Renewal of the Share Purchase Mandate**

That:

- (1) for the purposes of the Companies Act 1981 of Bermuda and the Listing Rules of the Singapore Exchange Securities Trading Limited ("**SGX-ST**") and pursuant to the Company's bye-laws, the Directors of the Company be and hereby authorised to exercise all the powers of the Company to purchase or otherwise acquire issued and paid-up ordinary shares in the capital of the Company ("**Shares**") not exceeding in aggregate the Prescribed Limit (as hereafter defined), at such price(s) as may be determined by the Directors of the Company from time to time up to the Maximum Purchase Price (as hereafter defined), whether by way of:-
  - (a) market purchase(s) ("**Market Purchases**") on the SGX-ST; and/or
  - (b) off-market purchase(s) ("**Off-Market Purchases**") effected otherwise than on the SGX-ST in accordance with any equal access schemes as may be determined or formulated by the Directors of the Company as they consider fit, which schemes shall satisfy all the conditions prescribed by the Companies Act 1981 of Bermuda and the Listing Rules of the SGX-ST (the "**Share Purchase Mandate**");
- (2) unless varied or revoked by the Company in general meeting, the authority conferred on the Directors of the Company pursuant to the Share Purchase Mandate may be exercised by the Directors at any time and from time to time during the period commencing from the date of the passing of this Resolution and expiring on the earlier of:-
  - (a) the conclusion of the next annual general meeting of the Company or the date by which such annual general meeting is required to be held; or
  - (b) the date on which the Share purchases have been carried out to the full extent mandated; or
  - (c) the date on which the authority conferred by the Share Purchase Mandate is revoked or varied by ordinary resolution of the Company.
- (3) The Directors be and are hereby authorised to complete and do all such acts and things (including executing such documents as may be required) as they may consider expedient or necessary to give effect to the transactions contemplated by this Resolution.

In this Resolution:

"**Prescribed Limit**" means 10% of the Shares (excluding treasury shares held by the Company) as at the date of passing of this Resolution; and "**Maximum Purchase Price**", in relation to a Share to be purchased or acquired, means the purchase price (excluding brokerage, commission, applicable goods and services tax and other related expenses) which shall not exceed:-

- (a) in the case of a Market Purchase, 105% of the Average Closing Price (as defined below) of the Shares; and
  - (b) in the case of an Off-Market Purchase, 110% of the Average Closing Price (as defined below) of the Shares; and
- where:-

"**Average Closing Price**" means (1) the average of the closing market prices of a Share over the last five market days, on which transactions in the Shares were recorded, preceding the date of the Market Purchase or, as the case may be, the Day of the making of the offer (as defined below) pursuant to the Off-Market Purchase; and (2) deemed to be adjusted for any corporate action that occurs after the relevant five-day period; and

"**Day of the making of the offer**" means the Day on which the Company announces its intention to make an offer for the purchase of Shares from Shareholders, stating the purchase price (which shall not be more than the Maximum Purchase Price calculated on the foregoing basis) for each Share and the relevant terms of the equal access scheme for effecting the Off-Market Purchase.

By Order of the Board

Gwendolin Lee Soo Fern  
Company Secretary

13 April 2015

#### **Notes:-**

1. A Shareholder being a Depositor whose name appears in the Depository Register (as defined in Section 130A of the Companies Act, Cap. 50 of Singapore) is entitled to appoint a proxy to attend and vote in his/her stead. A proxy need not be a Member of the Company.
2. If a Depositor wishes to appoint a proxy/proxies to attend the Meeting, then he/she must complete and deposit the Depositor Proxy Form at the office of the Singapore Share Transfer Agent, B.A.C.S. Private Limited at 63 Cantonment Road, Singapore 078758, at least forty-eight (48) hours before the time of the Meeting.
3. If the Depositor is a corporation, the instrument appointing a proxy must be executed under seal or the hand of its duly authorised officer or attorney.

#### **Personal Data Privacy:**

By submitting an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the Annual General Meeting and/or any adjournment thereof, a member of the Company (i) consents to the collection, use and disclosure of the member's personal data by the Company (or its agents) for the purpose of the processing and administration by the Company (or its agents) of proxies and representatives appointed for the Annual General Meeting (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the Annual General Meeting (including any adjournment thereof), and in order for the Company (or its agents) to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the "Purposes"), (ii) warrants that where the member discloses the personal data of the member's proxy(ies) and/or representative(s) to the Company (or its agents), the member has obtained the prior consent of such proxy(ies) and/or representative(s) for the collection, use and disclosure by the Company (or its agents) of the personal data of such proxy(ies) and/or representative(s) for the Purposes, and (iii) agrees that the member will indemnify the Company in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the member's breach of warranty.