

Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this notice, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this notice.



apollo

APOLLO FUTURE MOBILITY GROUP LIMITED

APOLLO 智慧出行集團有限公司

(Incorporated in the Cayman Islands and continued in Bermuda with limited liability)

(Stock Code: 860)

NOTICE OF SPECIAL GENERAL MEETING

NOTICE IS HEREBY GIVEN that a special general meeting (the “**SGM**”) of Apollo Future Mobility Group Limited (the “**Company**”) will be held at 15th Floor, Tower One, Lippo Centre, 89 Queensway, Admiralty, Hong Kong on Monday, 6 May 2024 at 11:00 a.m. for the purpose of considering and, if though fit, passing the following resolutions as ordinary resolutions of the Company. Unless otherwise defined herein or the context otherwise requires, capitalised terms used herein shall have the same meaning as those defined in the circular of the Company dated 18 April 2024 (the “**Circular**”):

ORDINARY RESOLUTIONS

1. “THAT:

- (a) the subscription agreement dated 15 March 2024 (the “**Subscription Agreement A**”) (a copy of which is tabled at the SGM and marked “A” and signed by the chairman of the SGM for identification purpose) entered into between the Company (as the issuer) and Ruby Charm Investment Limited (“**Subscriber A**”) (as the subscriber), pursuant to which the Company has conditionally agreed to issue and allot to Subscriber A, and Subscriber A has conditionally agreed to subscribe for 95,652,174 shares of the Company (each, a “**Share**”) at HK\$0.46 per Share, and all the transactions contemplated thereunder, including the approval for the connected transaction pursuant to the Subscription Agreement A, be and are hereby approved, confirmed and ratified;
- (b) any one director of the Company (the “**Director(s)**”) be and is hereby authorised to do all such acts and things, sign and execute all such documents or agreements or deeds and take all such actions on behalf of the Company as he/she may in his/her absolute discretion consider necessary, appropriate, desirable or expedient for the purposes of giving effect to or in connection with the Subscription Agreement A or any transactions contemplated thereunder and all other matters incidental thereto or in connection therewith, and agree to and make such variations, amendments or waivers of any of the matters relating thereto or in connection therewith as are, in the opinion of such Director, in the best interest of the Company and the Shareholders as a whole; and
- (c) the Directors be and are hereby granted with a specific mandate which shall entitle the Directors to exercise all the powers of the Company to issue and allot up to 95,652,174 Shares to Subscriber A, on and subject to the respective terms and conditions of Subscription Agreement A, provided that the Specific Mandate shall be in addition to, and shall not prejudice nor revoke any general or specific mandate(s) which has/have been granted or may be granted from time to time to the Directors prior to the passing of this resolution.”

2. “**THAT:**

- (a) the subscription agreement dated 15 March 2024 (the “**Subscription Agreement B**”) (a copy of which is tabled at the SGM and marked “B” and signed by the chairman of the SGM for identification purpose) entered into between the Company (as the issuer) and Atlantis Multi-Strategy Capital VCC (on behalf of MPW Index Supreme Investment Fund) (“**Subscriber B**”) (as the subscriber), pursuant to which the Company has conditionally agreed to issue and allot to Subscriber B, and Subscriber B has conditionally agreed to subscribe for 153,260,870 Shares at HK\$0.46 per Share, and all the transactions contemplated thereunder, be and are hereby approved, confirmed and ratified;
- (b) any one Director be and is hereby authorised to do all such acts and things, sign and execute all such documents or agreements or deeds and take all such actions on behalf of the Company as he/she may in his/her absolute discretion consider necessary, appropriate, desirable or expedient for the purposes of giving effect to or in connection with the Subscription Agreement B or any transactions contemplated thereunder and all other matters incidental thereto or in connection therewith, and agree to and make such variations, amendments or waivers of any of the matters relating thereto or in connection therewith as are, in the opinion of such Director, in the interests of the Company and the shareholders of the Company as a whole; and
- (c) the Directors be and are hereby granted with a specific mandate which shall entitle the Directors to exercise all the powers of the Company to issue and allot up to 153,260,870 Shares to Subscriber B, on and subject to the respective terms and conditions of Subscription Agreement B, provided that the Specific Mandate shall be in addition to, and shall not prejudice nor revoke any general or specific mandate(s) which has/have been granted or may be granted from time to time to the Directors prior to the passing of this resolution.”

3. “**THAT:**

- (a) the subscription agreement dated 15 March 2024 (the “**Subscription Agreement C**”) (a copy of which is tabled at the SGM and marked “C” and signed by the chairman of the SGM for identification purpose) entered into between the Company (as the issuer) and Walong Holdings Limited (“**Subscriber C**”) (as the subscriber), pursuant to which the Company has conditionally agreed to issue and allot to Subscriber C, and Subscriber C has conditionally agreed to subscribe for 84,782,609 Shares at HK\$0.46 per Share, and all the transactions contemplated thereunder, be and are hereby approved, confirmed and ratified;
- (b) any one Director be and is hereby authorised to do all such acts and things, sign and execute all such documents or agreements or deeds and take all such actions on behalf of the Company as he/she may in his/her absolute discretion consider necessary, appropriate, desirable or expedient for the purposes of giving effect to or in connection with the Subscription Agreement C or any transactions contemplated thereunder and all other matters incidental thereto or in connection therewith, and agree to and make such variations, amendments or waivers of any of the matters relating thereto or in connection therewith as are, in the opinion of such Director, in the interests of the Company and the Shareholders of the Company as a whole; and
- (c) the Directors be and are hereby granted with a specific mandate which shall entitle the Directors to exercise all the powers of the Company to issue and allot up to 84,782,609 Shares to Subscriber C, on and subject to the respective terms and conditions of Subscription Agreement C, provided that the Specific Mandate shall be in addition to, and shall not prejudice nor revoke any general or specific mandate(s) which has/have been granted or may be granted from time to time to the Directors prior to the passing of this resolution.”

4. “**THAT:**

- (a) the subscription agreement dated 15 March 2024 (the “**Subscription Agreement D**”) (a copy of which is tabled at the SGM and marked “D” and signed by the chairman of the SGM for identification purpose) entered into between the Company (as the issuer) and Talent Frontier Limited (“**Subscriber D**”) (as the subscriber), pursuant to which the Company has conditionally agreed to issue and allot to Subscriber D, and Subscriber D has conditionally agreed to subscribe for 50,869,566 Shares at HK\$0.46 per Share, and all the transactions contemplated thereunder, be and are hereby approved, confirmed and ratified;
- (b) any one Director be and is hereby authorised to do all such acts and things, sign and execute all such documents or agreements or deeds and take all such actions on behalf of the Company as he/she may in his/her absolute discretion consider necessary, appropriate, desirable or expedient for the purposes of giving effect to or in connection with the Subscription Agreement D or any transactions contemplated thereunder and all other matters incidental thereto or in connection therewith, and agree to and make such variations, amendments or waivers of any of the matters relating thereto or in connection therewith as are, in the opinion of such Director, in the interests of the Company and the Shareholders as a whole; and
- (c) the Directors be and are hereby granted with a specific mandate which shall entitle the Directors to exercise all the powers of the Company to issue and allot up to 50,869,566 Shares to Subscriber D, on and subject to the respective terms and conditions of Subscription Agreement D, provided that the Specific Mandate shall be in addition to, and shall not prejudice nor revoke any general or specific mandate(s) which has/have been granted or may be granted from time to time to the Directors prior to the passing of this resolution.”

5. “**THAT:**

- (a) the subscription agreement dated 15 March 2024 (the “**Subscription Agreement E**”) (a copy of which is tabled at the SGM and marked “E” and signed by the chairman of the SGM for identification purpose) entered into between the Company (as the issuer) and Vivaldi International Limited (“**Subscriber E**”) (as the subscriber), pursuant to which the Company has conditionally agreed to issue and allot to Subscriber E, and Subscriber E has conditionally agreed to subscribe for 12,717,392 Shares at HK\$0.46 per Share, and all the transactions contemplated thereunder, be and are hereby approved, confirmed and ratified;
- (b) any one Director be and is hereby authorised to do all such acts and things, sign and execute all such documents or agreements or deeds and take all such actions on behalf of the Company as he/she may in his/her absolute discretion consider necessary, appropriate, desirable or expedient for the purposes of giving effect to or in connection with the Subscription Agreement E or any transactions contemplated thereunder and all other matters incidental thereto or in connection therewith, and agree to and make such variations, amendments or waivers of any of the matters relating thereto or in connection therewith as are, in the opinion of such Director, in the interests of the Company and the Shareholders as a whole; and
- (c) the Directors be and are hereby granted with a specific mandate which shall entitle the Directors to exercise all the powers of the Company to issue and allot up to 12,717,392 Shares to Subscriber E, on and subject to the respective terms and conditions of Subscription Agreement E, provided that the Specific Mandate shall be in addition to, and shall not prejudice nor revoke any general or specific mandate(s) which has/have been granted or may be granted from time to time to the Directors prior to the passing of this resolution.”

6. “**THAT:**

- (a) the subscription agreement dated 15 March 2024 (the “**Subscription Agreement F**”) (a copy of which is tabled at the SGM and marked “F” and signed by the chairman of the SGM for identification purpose) entered into between the Company (as the issuer) and Ocean Dynasty Investments Limited (“**Subscriber F**”) (as the subscriber), pursuant to which the Company has conditionally agreed to issue and allot to Subscriber F, and Subscriber F has conditionally agreed to subscribe for 11,992,501 Shares at HK\$0.46 per Share, and all the transactions contemplated thereunder, be and are hereby approved, confirmed and ratified;
- (b) any one Director be and is hereby authorised to do all such acts and things, sign and execute all such documents or agreements or deeds and take all such actions on behalf of the Company as he/she may in his/her absolute discretion consider necessary, appropriate, desirable or expedient for the purposes of giving effect to or in connection with the Subscription Agreement F or any transactions contemplated thereunder and all other matters incidental thereto or in connection therewith, and agree to and make such variations, amendments or waivers of any of the matters relating thereto or in connection therewith as are, in the opinion of such Director, in the interests of the Company and the Shareholders of the Company as a whole; and
- (c) the Directors be and are hereby granted with a specific mandate which shall entitle the Directors to exercise all the powers of the Company to issue and allot up to 11,992,501 Shares to Subscriber F, on and subject to the respective terms and conditions of Subscription Agreement F, provided that the Specific Mandate shall be in addition to, and shall not prejudice nor revoke any general or specific mandate(s) which has/have been granted or may be granted from time to time to the Directors prior to the passing of this resolution.”

7. “**THAT:**

- (a) the subscription agreement dated 15 March 2024 (the “**Subscription Agreement G**”) (a copy of which is tabled at the SGM and marked “G” and signed by the chairman of the SGM for identification purpose) entered into between the Company (as the issuer) and Goldrank Limited (“**Subscriber G**”) (as the subscriber), pursuant to which the Company has conditionally agreed to issue and allot to Subscriber G, and Subscriber G has conditionally agreed to subscribe for 724,891 Shares at HK\$0.46 per Share, and all the transactions contemplated thereunder, be and are hereby approved, confirmed and ratified;
- (b) any one Director be and is hereby authorised to do all such acts and things, sign and execute all such documents or agreements or deeds and take all such actions on behalf of the Company as he/she may in his/her absolute discretion consider necessary, appropriate, desirable or expedient for the purposes of giving effect to or in connection with the Subscription Agreement G or any transactions contemplated thereunder and all other matters incidental thereto or in connection therewith, and agree to and make such variations, amendments or waivers of any of the matters relating thereto or in connection therewith as are, in the opinion of such Director, in the interests of the Company and the Shareholders as a whole; and
- (c) the Directors be and are hereby granted with a specific mandate which shall entitle the Directors to exercise all the powers of the Company to issue and allot up to 724,891 Shares to Subscriber G, on and subject to the respective terms and conditions of Subscription Agreement G, provided that the Specific Mandate shall be in addition to, and shall not prejudice nor revoke any general or specific mandate(s) which has/have been granted or may be granted from time to time to the Directors prior to the passing of this resolution.”

8. “**THAT:**

- (a) the subscription agreement dated 15 March 2024 (the “**Subscription Agreement H**”) (a copy of which is tabled at the SGM and marked “H” and signed by the chairman of the SGM for identification purpose) entered into between the Company (as the issuer) and Sino-Alliance International, Ltd. (“**Subscriber H**”) (as the subscriber), pursuant to which the Company has conditionally agreed to issue and allot to Subscriber H, and Subscriber H has conditionally agreed to subscribe for 29,347,826 Shares at HK\$0.46 per Share, and all the transactions contemplated thereunder, be and are hereby approved, confirmed and ratified;
- (b) any one Director be and is hereby authorised to do all such acts and things, sign and execute all such documents or agreements or deeds and take all such actions on behalf of the Company as he/she may in his/her absolute discretion consider necessary, appropriate, desirable or expedient for the purposes of giving effect to or in connection with the Subscription Agreement H or any transactions contemplated thereunder and all other matters incidental thereto or in connection therewith, and agree to and make such variations, amendments or waivers of any of the matters relating thereto or in connection therewith as are, in the opinion of such Director, in the interests of the Company and the Shareholders as a whole; and
- (c) the Directors be and are hereby granted with a specific mandate which shall entitle the Directors to exercise all the powers of the Company to issue and allot up to 29,347,826 Shares to Subscriber H, on and subject to the respective terms and conditions of Subscription Agreement H, provided that the Specific Mandate shall be in addition to, and shall not prejudice nor revoke any general or specific mandate(s) which has/have been granted or may be granted from time to time to the Directors prior to the passing of this resolution.”

9. “**THAT:**

- (a) the subscription agreement dated 15 March 2024 (the “**Subscription Agreement I**”) (a copy of which is tabled at the SGM and marked “I” and signed by the chairman of the SGM for identification purpose) entered into between the Company (as the issuer) and Top Laurels Limited (“**Subscriber I**”) (as the subscriber), pursuant to which the Company has conditionally agreed to issue and allot to Subscriber I, and Subscriber I has conditionally agreed to subscribe for 6,304,348 Shares at HK\$0.46 per Share, and all the transactions contemplated thereunder, be and is hereby approved, confirmed and ratified;
- (b) any one Director be and is hereby authorised to do all such acts and things, sign and execute all such documents or agreements or deeds and take all such actions on behalf of the Company as he/she may in his/her absolute discretion consider necessary, appropriate, desirable or expedient for the purposes of giving effect to or in connection with the Subscription Agreement I or any transactions contemplated thereunder and all other matters incidental thereto or in connection therewith, and agree to and make such variations, amendments or waivers of any of the matters relating thereto or in connection therewith as are, in the opinion of such Director, in the interests of the Company and the Shareholders as a whole; and
- (c) the Directors be and are hereby granted with a specific mandate which shall entitle the Directors to exercise all the powers of the Company to issue and allot up to 6,304,348 Shares to Subscriber I, on and subject to the respective terms and conditions of Subscription Agreement I, provided that the Specific Mandate shall be in addition to, and shall not prejudice nor revoke any general or specific mandate(s) which has/have been granted or may be granted from time to time to the Directors prior to the passing of this resolution.”

By order of the Board
Apollo Future Mobility Group Limited
Hui Chun Ying
Chairman and Executive Director

Hong Kong, 18 April 2024

Registered office:
Clarendon House, 2 Church Street,
Hamilton HM 11, Bermuda

*Principal place of business
in Hong Kong:*
Units 2001–2002, 20/F
Li Po Chun Chambers
189 Des Voeux Road Central
Sheung Wan, Hong Kong

Notes:

1. A form of proxy to be used for the meeting is enclosed with the circular of the Company despatched to the Shareholder on 18 April 2024.
2. Any member entitled to attend and vote at the SGM (and any adjournment of such meeting) shall be entitled to appoint another person as his/her/its proxy to attend and vote instead of him/her/it. A member who is the holder of two or more Shares may appoint more than one proxy to represent him/her/it and vote on his/her/its behalf at the SGM (and any adjournment of such meeting). A proxy need not be a member of the Company. In addition, a proxy or proxies representing either a member who is an individual or a member which is a corporation shall be entitled to exercise the same powers on behalf of the member which he/her/it/they represent as such member could exercise.
3. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his/her/its attorney duly authorised in writing or, if the appointor is a corporation, either under its seal or under the hand of an officer, attorney or other person authorised to sign the same.
4. In order to be valid, the proxy form and the power of attorney or other authority (if any) under which it is signed, or a certified copy of such power of attorney or authority, must be deposited with the Company's branch share registrar and transfer office in Hong Kong, Tricor Tengis Limited at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong, as soon as possible and in any event not less than 48 hours before the time appointed for holding the SGM (or any adjournment of such meeting) (as the case may be) at which the person named in the instrument proposes to vote.
5. Completion and return of the proxy form does not preclude a member from attending and voting in person at the SGM (or any adjournment of such meeting) and, in such event, the proxy form shall be deemed to be revoked.
6. Where there are joint holders of any Shares, any one of such joint holders may vote, either in person or by proxy, in respect of such shares as if he were solely entitled thereto; but if more than one of such joint holders are present at the SGM (and any adjournment of such meeting), the most senior will alone be entitled to vote, whether in person or by proxy. For this purpose, seniority will be determined by the order in which the names stand in the register of members of the Company in respect of the joint holding.

7. The register of members of the Company will be closed from Tuesday, 30 April 2024 to Monday, 6 May 2024 (both days inclusive), during which period no transfer of shares will be effected. In order to qualify for attending the SGM, all transfers accompanied by the relevant share certificates and transfer forms must be lodged with the Company's branch share registrar and transfer office in Hong Kong, Tricor Tengis Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong not later than 4:30 p.m. on Monday, 29 April 2024.

As at the date of this notice, the Board comprises two executive Directors, namely Mr. Hui Chun Ying (Chairman) and Ms. Chen Yizi; and four independent non-executive Directors, namely Mr. Teoh Chun Ming, Mr. Peter Edward Jackson, Mr. Charles Matthew Pecot III and Ms. Hau Yan Hannah Lee.