

**DATED the 5th day of September 2025**

**PROSPERITY INVESTMENT HOLDINGS LIMITED**

and

**ASTRUM CAPITAL MANAGEMENT LIMITED**

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**PLACING AGREEMENT**

relating to new shares of

**PROSPERITY INVESTMENT HOLDINGS LIMITED**

pursuant to specific mandate

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### **Execution**

**THIS PLACING AGREEMENT** is made on the 5th day of September 2025.

**BETWEEN:**

- (1) **PROSPERITY INVESTMENT HOLDINGS LIMITED**, a company incorporated in Bermuda with limited liability, whose principal place of business in Hong Kong is situated at Suite 401, 4th Floor, Lansing House, 41-47 Queen's Road Central, Hong Kong (the "**Company**");
- (2) **ASTRUM CAPITAL MANAGEMENT LIMITED**, a licensed corporation to carry on types 1, 2, 6 and 9 regulated activities for the purpose of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) whose principal place of business in Hong Kong is situated at Room 2704, 27/F, Tower 1, Admiralty Centre, 18 Harcourt Road, Hong Kong (the "**Placing Agent**").

**WHEREAS:**

- (A) The Company has at the date of this Agreement an authorised share capital of HK\$100,000,000 divided into 100,000,000,000 shares of HK\$0.001 each (the "**Shares**") of which 121,132,020 Shares have been issued, fully paid and are currently listed on the Stock Exchange.
- (B) Trading in the Shares on the Stock Exchange has been suspended with effect from 9:00 a.m. on 2 April 2024. As at the date of this Agreement, trading in the Shares on the Stock Exchange remained suspended until further notice. The Stock Exchange issued letters to the Company on 18 June 2024 and 1 April 2025 setting out the Resumption Guidance, failing which the Company would be delisted from the Stock Exchange.
- (C) On 5 September 2025 (after trading hours), the board of directors of Easy Ace resolved that Easy Ace be placed into liquidation and that two partners from Deloitte China (Hong Kong office) and a partner from Deloitte Ltd. (BVI office) be appointed as the liquidators thereof, subject to and conditional upon satisfaction of the conditions of the Proposed Liquidation, details of which were disclosed in the Proposed Liquidation Announcement.
- (D) Subject to the fulfillment of the condition precedent to the Placing, the Company intends to allot and issue 500,000,000 Placing Shares at HK\$0.090 per Share on the terms and conditions set out herein and pursuant to the Specific Mandate.
- (E) The Company has agreed to engage the Placing Agent, and the Placing Agent has agreed to act as the exclusive agent to procure placees as subscribers for the Placing Shares and as underwriter for the purpose of procuring, as agent of the Company, purchasers for, or failing which, to purchase itself as principal the Placing Shares upon

the terms and subject to the condition set out in this Agreement.

**IT IS HEREBY AGREED** as follows:

**1. INTERPRETATION**

1.1 In this Agreement (including the Recitals hereto) unless specifically provided otherwise or the context otherwise requires;

(a) the following definitions are used:

“**Affiliates**” means, in relation to a particular company, any company or other entity which is its holding company or subsidiary, or any other subsidiary of its holding company;

“**AFRC**” means Accounting and Financial Reporting Council;

“**Agreement**” means this placing agreement, as may be amended and supplemented from time to time by agreements between the parties hereto;

“**Announcement**” means the announcement setting out, inter alia, the key terms of this Agreement proposed to be issued by the Company immediately following the execution of this Agreement, which shall be substantially in the form set out in Schedule 1;

“**associate(s)**” has the same meaning as ascribed in the Listing Rules;

“**Business Day**” means a day (excluding Saturday and Sunday and any day on which “extreme conditions” is announced by the Government of Hong Kong or a tropical cyclone warning signal no. 8 or above is hoisted or remains hoisted between 9:00 a.m. and 12:00 noon and is not lowered at or before 12:00 noon or on which a “black” rainstorm warning is hoisted or remains in effect between 9:00 a.m. and 12:00 noon and is not discontinued at or before 12:00 noon) on which licensed banks in Hong Kong are open for general business;

“**Bye-Laws**” means the Bye-laws for the time being of the Company;

“**CCASS**” means the Central Clearing and Settlement System operated by the Hong Kong Securities Clearing Company Limited;

“**connected person(s)**” has the same meaning as ascribed in the Listing Rules;

“**Easy Ace**” means Easy Ace Investments Limited, an indirect wholly owned

subsidiary of the Company;

“**Group**” means the Company and its Subsidiaries;

“**HK\$**” means Hong Kong dollars, the lawful currency of Hong Kong;

“**Hong Kong**” means the Hong Kong Special Administrative Region of the People’s Republic of China;

“**Listing Rules**” means the Rules Governing the Listing of Securities on the Stock Exchange;

“**Long Stop Date**” means 31 October 2025 or the effective date of delisting of the Shares from the Stock Exchange, whichever is earlier, or such other date as the Placing Agent and the Company may agree in writing;

“**Placees**” means any Professional Investor(s) procured by or on behalf of the Placing Agent to subscribe for any of the Placing Shares pursuant to and in accordance with this Agreement;

“**Placing**” means the placing of the Placing Shares on the terms and subject to the condition set out in this Agreement;

“**Placing Completion**” means completion of the Placing under this Agreement;

“**Placing Completion Date**” means any day falling within ten Business Days following the satisfaction of the Placing Conditions (or such other date as the Company and the Placing Agent may agree) at which completion of the Placing shall take place pursuant to Clause 5;

“**Placing Conditions**” means the condition precedent to the Placing as set out in Clause 4.1;

“**Placing Period**” means the period commencing upon the execution of this Agreement and terminating on the Placing Completion Date;

“**Placing Price**” means HK\$0.090 per Placing Share;

“**Placing Shares**” means 500,000,000 new Shares to be placed by or through the Placing Agent as agent for the Company pursuant to this Agreement;

“**Professional Investor**” has the same meaning as ascribed thereto in Part 1 of Schedule 1 to the Securities and Futures Ordinance (Cap. 571 of the Laws of

Hong Kong) and any rules made thereunder;

**“Proposed Liquidation”** means the proposed placing of Easy Ace into a solvent voluntary liquidation, details of which are disclosed in the Proposed Liquidation Announcement;

**“Proposed Liquidation Announcement”** means the announcement setting out, inter alia, the details of the Proposed Liquidation proposed to be issued by the Company, which shall be substantially in the form set out in Schedule 2;

**“Resumption”** mean the resumption of trading in the Shares on the Stock Exchange

**“Resumption Guidance”** means the resumption guidance set out in the letters issued by the Stock Exchange to the Company on 18 June 2024 and 1 April 2025 (and any other additional resumption guidance(s) as the Stock Exchange may impose from time to time);

**“SFC”** means the Securities and Futures Commission of Hong Kong;

**“SGM”** means the special general meeting to be convened and held by the Company to consider and, if thought fit, approve this Agreement and all the transactions contemplated hereunder (including but not limited to the Specific Mandate);

**“Shareholders”** mean the holders of the Shares;

**“Specific Mandate”** the specific mandate to be sought from the Shareholders at the SGM to grant the authority to the board of directors of the Company for the allotment and issue of 500,000,000 Placing Shares;

**“Stock Exchange”** means The Stock Exchange of Hong Kong Limited;

**“Subsidiary”** has the same meaning as ascribed in the Listing Rules;

**“Unplaced Shares”** means such of the 500,000,000 Placing Shares which have not been placed to the Placees by or on behalf of the Placing Agent under this Agreement as at the end of the Placing Period;

- (b) references to **“Recitals”**, **“Clauses”** and **“Schedules”** are to recitals, clauses and schedules of to this Agreement; and
- (c) words importing the singular include the plural and vice versa, words importing

a gender include every gender and every reference to person include bodies corporate or unincorporated.

- 1.2 Headings are for convenience only and shall not affect the interpretation of this Agreement.

## **2. PLACING**

- 2.1 Subject to the terms and condition of this Agreement, the Company intends to allot and issue the Placing Shares and the Placing Agent agrees to procure, as agent of the Company during the Placing Period, not less than six (6) Placees to subscribe for the Placing Shares, or failing which itself as principal to subscribe for the Unplaced Shares, at the Placing Price (together with all such brokerage commission, SFC transaction levy, Stock Exchange trading fee and AFRC transaction levy as may be payable by such Placees in relation to each such Placing Share) on the terms and subject to the condition set out in this Agreement. For the avoidance of doubt, the Placing Price shall exclude any brokerage commission, SFC transaction levy, Stock Exchange trading fee, AFRC transaction levy and stamp duty (if any).
- 2.2 The Company hereby appoints the Placing Agent as its exclusive agent to procure the placees to subscribe for the Placing Shares, or failing which itself as principal to subscribe for the Unplaced Shares, on the terms and subject to the condition set out in this Agreement. Any transaction properly carried out by the Placing Agent pursuant to this Agreement shall constitute a transaction carried out by the Placing Agent at the request of the Company and as its agents and not on account of or for the Placing Agent. The Placing Agent shall not be responsible for any loss or damage to the Company arising from any such transaction (except for any loss or damage arising out of any fraud, willful default, breach of this Agreement or negligence on the part of the Placing Agent, or any sub-agent(s) appointed by the Placing Agent pursuant to Clause 2.7).
- 2.3 The Company hereby confirms that the appointment pursuant to this Agreement confers on the Placing Agent in accordance with the provisions hereof all powers, authorities and discretions on its behalf which are necessary for, or incidental to, the Placing and hereby agrees to ratify and confirm everything which the Placing Agent shall lawfully and reasonably do or have done on its behalf in relation to the Placing pursuant to or in anticipation of the terms of this Agreement.
- 2.4 The Placing Shares shall be offered by the Placing Agent as agent for the Company to no less than six (6) Placees who, and whose ultimate beneficial owners, are third party(ies) independent of and not connected with the Company and its connected persons during the period from the date of this Agreement up to the Placing Completion Date, and the Placees shall be Professional Investors. The Placing Agent shall procure that none of the Placees nor their associates will become a substantial shareholder of

the Company as a result of the Placing.

- 2.5 At Placing Completion, the Company shall allot and issue the Placing Shares subject to the Bye-Laws pursuant to the Placing free and clear from all liens, charges, security interests, encumbrances and adverse claims together with all rights attaching thereto on and after the date of their allotment including the rights to receive all future dividends or payable or distributions thereafter declared, made or paid on the Shares.
- 2.6 The Placing Agent hereby warrants and undertakes to the Company that:
- (a) the Placing will be a private placement of securities and not an offer to the public within the meaning of the laws of Hong Kong and will be effected by telephone conversations or email correspondence leading to concluded contracts;
  - (b) it will ensure that the terms and condition on which each Placee will subscribe for the Placing Shares, and the number of such Shares to be subscribed, are covered in precise terms and agreed with each Placee as set out in the placing letter and will not make any representation in connection with the Placing Shares other than contained in the Announcement or previously approved by the Company; and
  - (c) it has not offered or sold and it shall not, directly or indirectly, offer or sell any Placing Shares or distribute or publish any documents in relation to the Placing in any country or in any jurisdiction other than Hong Kong except under circumstances that shall result in compliance with any applicable laws and all offers and sales of Placing Shares shall be made on such terms.
  - (d) the Placing Agent and its ultimate beneficial owners are third parties independent of and not connected with the Company and its connected persons.
- 2.7 The Placing Agent may, in its absolute discretion and at their own costs, appoint such other persons including any of its Affiliates to be sub-agent(s) on behalf of the Company for the purposes of arranging for the placing of the Placing Shares with selected placees, with such authorities and rights as the Placing Agent has pursuant to their own appointment under Clause 2.2 PROVIDED THAT the Placing Agent shall remain liable for all acts and omissions of any sub-agent(s) appointed by them pursuant to this Clause 2.7 and shall procure the compliance by any such sub-agent(s) with all relevant obligations and provisions to which the Placing Agent is subject or by which the Placing Agent is bound pursuant to this Agreement.
- 2.8 The Placing Agent is entitled to charge the Placees a brokerage commission on top of the placing commission which is charged to the Company hereunder.



- 2.9 In the event that, as at the Placing Completion Date, there are any Unplaced Shares, the Placing Agent shall on the Placing Completion Date subscribe the Unplaced Shares at the Placing Price less the amounts referred to in Clause 8. If there are no Unplaced Shares as at the end of the Placing Period, the obligations of the Placing Agent under this Clause shall cease.

### **3. WARRANTIES & UNDERTAKINGS**

- 3.1 In consideration of the Placing Agent entering into this Agreement and agreeing to perform their obligations hereunder, the Company hereby warrants and represents to and for the benefit of the Placing Agent as follows:

- (a) the information contained in the recitals to this Agreement is true and accurate and, subject to the fulfillment of the Conditions, the Company has full power, authority and capacity to allot and issue the Placing Shares under the Bye-Laws and the directors of the Company have full power and authority to effect such allotment;
- (b) all necessary consents and authorizations (save for the approvals and consents referred to in Clause 4.1 which have to be obtained as a matter of condition precedent to Placing Completion) have been obtained to enable the Placing Shares to be allotted and issued;
- (c) the Company has full power and authority to enter into and perform this Agreement and it has corporate capacity to enter into and comply with its obligations hereunder and this Agreement has been duly authorized and executed by and constitutes legally binding obligations of the Company;
- (d) subject to any requirements of the Stock Exchange or SFC, as to which the Company and the Placing Agent shall be entitled to satisfy itself that there is lawful authority therefor, none of the parties shall, directly or indirectly, make any announcement or communication (other than the Announcement) in relation to this Agreement or any matter ancillary thereto without the prior written consent of the other party;
- (e) save as previously disclosed to the public in writing, there is no litigation, arbitration or other legal proceedings in progress or pending against any member of the Group which if decided adversely to the relevant member of the Group would have or have had a material adverse effect on the financial position of the Group (taken as a whole) or the Company and which is material in the context of the Placing;
- (f) save as previously disclosed to the public in writing or disclosed in the

Announcement and/or the Proposed Liquidation Announcement, there has been no material adverse change in the financial position of the Company since 30 June 2024, being the date to which the latest published unaudited financial statements of the Group were made up;

- (g) save as previously disclosed to the public in writing or disclosed in the Announcement and/or the Proposed Liquidation Announcement, there has been no material adverse change in the net liabilities value as compared to the unaudited consolidated net liabilities value per share of the Company of approximately HK\$0.126 as at 31 July 2025 as disclosed in the announcement of the Company dated 15 August 2025;
- (h) all statements of fact contained in the Announcement are true and accurate in all material respects and not misleading in the context of the Placing and all statements of opinion, intention or expectation of the directors of the Company in relation to any member of the Group contained therein are truly and honestly held and have been made after due and careful consideration and there is no other fact or matter omitted therefrom the omission of which would make any statement therein misleading or which is otherwise material in the context of the Placing;
- (i) save as previously disclosed to the public in writing, the Company is not in breach in any material respect in the context of the Placing of any rules, regulations or requirements of the Stock Exchange or any applicable law, decree, judgment, legislation, order, regulation, statute, ordinance, treaty or other legislative measure;
- (j) both (i) the audited consolidated statement of financial position and statement of profit or loss and other comprehensive income of the Company for the financial year ended on 31 December 2024; and (ii) the unaudited consolidated statement of financial position and statement of profit or loss and other comprehensive income of the Company for the six months ended on 30 June 2025 have been prepared on a consistent basis, save as disclosed therein, and in accordance with generally accepted accounting principles in, and pursuant to the relevant laws of, Hong Kong;
- (k) save as previously disclosed to the public in writing or disclosed in the Announcement and/or the Proposed Liquidation Announcement, no member of the Group has entered into a material contract or commitment of an unusual or onerous nature which, in the context of the Placing might be material for disclosure except in the ordinary course of business and each such company has carried on its business in the ordinary and usual course;

- (l) save as previously disclosed to the public in writing, the entire existing issued share capital of the Company is listed on the Stock Exchange;
  - (m) the Placing Shares, when issued and fully paid, shall rank *pari passu* in all respects inter se and with all other Shares then in issue; and
  - (n) the Company shall have sufficient authorized but unissued share capital on the Placing Completion Date to issue and allot the Placing Shares and all Placing Shares to be allotted and issued pursuant to the terms hereof will be so allotted and issued by the directors of the Company exercising the Specific Mandate and that the allotment and issue of the full amount of the Placing Shares will not exceed any limit to which the Specific Mandate is subject.
- 3.2 The Company shall not, and shall procure that no member of the Group shall, at any time prior to or on the Placing Completion Date, do or omit to do anything which may cause any of the representations, warranties and undertakings set out in Clause 3.1 to be untrue.
- 3.3 The Placing Agent represents, warrants and undertakes to the Company that:
- (a) it has the power and authority to enter into and perform this Agreement and that this Agreement has been duly authorised and executed by it and constitutes legally, valid and binding obligations of it and in entering into this Agreement it does not do so in breach of any existing obligation or applicable legislation;
  - (b) it shall at all times comply with all rules, regulations and guidelines applicable to the Placing of the Stock Exchange and codes of the SFC in relation to its role as placing agent for the Placing, and, if required, will issue appropriate written confirmation of such fulfillment and compliance; and
  - (c) it shall make available and promptly supply, or procure the relevant Placee(s) to make available and promptly supply, all such information to the Stock Exchange and SFC about the Placees as the Stock Exchange or SFC may require for the purpose of or in connection with the Listing Rules and other relevant regulations.
- 3.4 The foregoing representations, warranties and undertakings shall be deemed to be given as at the date hereof and shall remain in full force and effect notwithstanding the allotment and issue of the Placing Shares to the Placees on the Placing Completion Date as if given or made on such date, with reference in each case to the facts and circumstances then subsisting. Each party hereto hereby undertakes to notify the other party to this Agreement of any matter or event coming to its attention prior to the Placing Completion Date which shows or may show any of the representations, warranties and undertakings to be or to have been untrue, inaccurate or misleading.

#### **4. PLACING CONDITIONS**

##### **4.1 Completion of the Placing is conditional upon**

- (a) the Proposed Liquidation having commenced;
- (b) the passing of relevant resolution(s) by the Shareholders at the SGM approving the this Agreement, the transactions contemplated thereunder and the grant of Specific Mandate to allot and issue the Placing Shares;
- (c) the Stock Exchange having conditionally or unconditionally approved or decided to allow the Company to proceed with the Resumption and all the conditions of the Resumption Guidance to such approval or decision (if any) having been fulfilled or waived by the Stock Exchange (or the Stock Exchange indicating that subject to the fulfilment of all the Resumption Guidance in writing, the trading of the Shares will be resumed);
- (d) the listing of and permission to deal in all of the Placing Shares to be issued under the Placing having been granted by the Stock Exchange (either unconditionally or subject to conditions) and such permission not having been subsequently revoked or withdrawn;
- (e) each of the warranties given by the Company to the Placing Agent hereunder being true and accurate in all material respects when made, and being true and accurate in all materials respects for the period from the date of the Placing Agreement and ending on the Placing Completion Date; and
- (f) the Placing Agreement not having been terminated in accordance with its terms.

None of the conditions above could be waived.

##### **4.2 If the Placing Conditions are not fulfilled on or before 31 October 2025 or the effective date of delisting of the Shares from the Stock Exchange, whichever is earlier, or such other date as the Placing Agent and the Company may agree in writing) (i.e. the Long Stop Date), the Placing will lapse and all rights, obligations and liabilities of the parties hereunder in relation to the Placing shall cease and determine and neither of the parties shall have any claim against the others in respect of the Placing save for any antecedent breach and/or any rights or obligations which may accrue under this Agreement prior to such termination. The Placing Conditions could not be waived by any party.**

##### **4.3 The Company undertakes to use its reasonable endeavours to procure that the Placing Conditions as set out in Clause 4.1 are fulfilled in accordance with their terms on or before the Long Stop Date and for that purpose will give all such undertakings, execute**

such documents and do such other things as may be necessary.

- 4.4 The Placing Agent undertakes to use its reasonable endeavours to assist the Company in procuring that the Placing Conditions are fulfilled in accordance with their terms on or before the Long Stop Date. To assist the Company in making the listing approval application with the Stock Exchange and to assist the Company in ensuring the independence of the Placees, the Placing Agent shall, within five (5) Business Days after the resolution approving the Placing has been passed by the Shareholders at the SGM (or such earlier time as the Stock Exchange may require), deliver to the Stock Exchange a list of the Placees, containing their relevant details, the number of Placing Shares to be subscribed by each Placee, the names, addresses and denominations (in board lots or otherwise) in which the Placing Shares are to be registered and such other information of the Placees as the Stock Exchange may require, where applicable in the prescribed form required by the Stock Exchange and the written confirmations of the Placees confirming their independence to enable the Company to obtain the listing approval in a timely manner.

## **5. PLACING COMPLETION**

Subject to the fulfillment of the Placing Conditions, Placing Completion shall take place at the principal place of business of the Company in Hong Kong (or in such other manners as the Company and the Placing Agent shall agree) at 4:00 p.m. on the Placing Completion Date when all (but not part only) of the following businesses shall be transacted:

- (a) the Placing Agent shall deliver to the Company a list of the Placees (including the Placing Agent, as the case may be) approved by the Stock Exchange, the number of the Placing Shares to be subscribed by each such Placee, the names, addresses and denominations (in board lots or otherwise) in which the Placing Shares are to be registered and, where relevant, the CCASS accounts to which Placing Shares are to be credited;
- (b) the Company shall deliver to the Placing Agent (or such person as they may direct) the original board resolutions (or certified by the director or company secretary of the Company as true copy resolutions) evidencing the approval for the allotment and issue of the Placing Shares;
- (c) the Placing Agent shall transfer to a bank account designated by the Company in immediately available funds in Hong Kong dollars for value to the Company (or by the other method of payment as the parties hereto may agree) an amount equivalent to the aggregate sum of the Placing Shares multiplied by the Placing Price less the amounts deducted by such Placing Agent under Clauses 8.1 and 8.2;

- (d) the Company shall allot and issue to the Placees (and the Placing Agent, as the case may be) such number of the Placing Shares subscribed by them and shall procure that the Placees are registered on the branch register of members of the Company in Hong Kong in respect thereof;
- (e) the Company shall deliver to the Placing Agent the definitive share certificate(s) in the form of jumbo certificate or in such denomination as the Placing Agent may instruct for the Placing Shares issued in the name of the Placees (and the Placing Agent, as the case may be) in respect of such number of Placing Shares to be subscribed by them respectively and in accordance with such instructions referred to above or registered in the name of HKSCC Nominees Limited (or as the Placing Agent may otherwise direct); and
- (f) the Placing Agent shall arrange to have the Placing Shares deposited into its CCASS account and distribute the Placing Shares to the Placees according to their respective entitlements thereto.

## **6. THE ANNOUNCEMENT**

The Placing Agent and the Company hereby authorise to release or cause to be released for publication, as soon as possible upon the execution of this Agreement, copies of the Announcement as required by law or by the Stock Exchange or the SFC, and a completion of placing announcement as soon as possible upon the Placing Completion.

## **7. INDEMNITY**

The Company undertakes to indemnify the Placing Agent, against all or any costs, expenses (including reasonable legal fees as they are incurred), fees, claims, actions, liabilities, demands, proceedings or judgments (including, but not limited to, all such losses, costs, charges or expenses suffered or incurred in disputing or defending any proceedings and/or in establishing its rights to be indemnified pursuant to this Clause 7 and/or in seeking advice in relation to any proceedings) brought or established against such Placing Agent or by any governmental agency, regulatory body or other person:

- (i) arising out of or in connection with any breach of any of the warranties and representations contained in Clause 3.1 or 3.2; or
- (ii) which are directly occasioned by or resulting from or are attributable to the performance by the Placing Agent of its obligations under this Agreement and which does not in any such case arise from the negligence, breach of this Agreement, fraud or willful default of the Placing Agent.

The foregoing indemnity shall remain in full force and effect notwithstanding completion of the Placing.

## **8. COMMISSION & EXPENSES**

8.1 The Company shall pay to the Placing Agent in respect of the Placing (i) if Placing Completion occurs, a placing commission of FOUR POINT FIVE per cent (4.5%) of the amount which is equal to the Placing Price multiplied by the total number of the Placing Shares; or (ii) if Placing Completion does not occur, a fixed fee of HK\$300,000. This placing commission (or fixed fee as the case may be) shall be payable by the Company (i) at the Placing Completion or on the date of termination of this Agreement, whichever is earlier; or (ii) such other date as the Placing Agent and the Company may agree in writing. The Placing Agent is hereby authorised to deduct from the payment to be made by it to the Company at the Placing Completion pursuant to Clause 5.2. All amounts payable to the Placing Agent under this Agreement shall be exclusive of taxes.

8.2 The Company will be responsible for and pay all costs and expenses (except those stated in this Agreement to be payable by the Placees) in connection with the Placing, including but not limited to:

- (a) financial advisory fee and disbursements payable to the financial adviser of the Company;
- (b) legal fees and disbursements payable to the legal advisers to the Company;
- (c) the preparation and release of the Announcement;
- (d) the allotment and issue of all the Placing Shares to be allotted and issued under this Agreement and registration of the subscribers therefor (including but not limited to SFC transaction levy, Stock Exchange trading fee, AFRC transaction levy and the fee of the Company's registrars),

which amounts the Placing Agent is hereby authorized to deduct from the payments to be made by it to the Company pursuant to Clause 5.2 as applicable for the purposes of paying on the Company's behalf such costs, charges, fees and expenses PROVIDED THAT the Placing Agent shall seek the consent of the Company before any of such costs, charges, fees and expenses with an amount of exceeding HK\$5,000 in aggregate is to be incurred.

8.3 Payment of the amounts referred to in Clause 8.2 shall be made by the Company whether or not the Company's obligations under this Agreement are terminated pursuant to Clause 9 to the extent that the same have been incurred prior to termination or are incurred in consequence of termination.

## **9. RESCISSION AND TERMINATION**

9.1 If any of the following events occur at any time prior to 9:00 a.m. on the Placing Completion Date, the Placing Agent may (after such consultation with the Company and/or its advisers as the circumstances shall admit or be necessary), by giving a written notice to the Company, at any time prior 9:00 a.m. on the Placing Completion Date, rescind this Agreement without liability to the other parties hereto or any thereof and, subject to Clauses 7, 8.2, 10, 11, 12 and 13 which shall continue, this Agreement shall thereupon cease to have effect and none of the parties hereto shall have any rights or claims by reason thereof save for any rights or obligations which may accrue under this Agreement prior to such termination:

- (a) in the reasonable opinion of the Placing Agent there shall have been since the date of this Agreement such a change in national or international financial, political or economic conditions or taxation or exchange controls as would be likely to prejudice materially the consummation of the Placing; or
- (b) the introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation thereof) or other occurrence of any matter whatsoever which may adversely affect the business or the financial or trading position or prospects of the Group as a whole; or
- (c) any material breach of any of the representations and warranties set out in Clause 3.1 comes to the knowledge of the Placing Agent or any event occurs or any matter arises on or after the date hereof and prior to the Placing Completion Date which if it had occurred or arisen before the date hereof would have rendered any of such representations and warranties untrue or incorrect in any material respect or there has been a material breach by the Company of any other provision of this Agreement; or
- (d) any moratorium, suspension or restriction on trading in shares or securities generally on the Stock Exchange due to exceptional financial circumstances; or
- (e) there is any adverse change in the financial position of the Company which in the reasonable opinion of the Placing Agent is material in the context of the Placing; or
- (f) the Company would be delisted from the Stock Exchange.

9.2 In the event that the Resumption Guidance will likely not be fulfilled by the Company in the reasonable opinion of the Placing Agent, the Placing Agent may elect, in its sole discretion, to terminate this Agreement.

## 10. **MISCELLANEOUS**



- 10.1 Time shall be of the essence of this Agreement.
- 10.2 This Agreement shall be binding on and enure for the benefit of the successors of each of the parties and shall not be assignable by any party except with consent of all other parties.
- 10.3 This Agreement constitutes the entire agreement between the parties with respect to its subject matter (neither party having relied on any representation or warranty made by the other which is not contained in this Agreement) and no variation of this Agreement shall be effective unless made in writing and signed by all of the parties.
- 10.4 This Agreement supersedes all and any previous agreements, arrangements or understanding between the parties relating to the matters referred to in this Agreement and all such previous agreements, understanding or arrangements (if any) shall cease and determine with effect from the date hereof.
- 10.5 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect, such relevant provision shall to the fullest extent permitted by law be deemed to be deleted from this Agreement and the legality, validity and enforceability of any other provisions of this Agreement shall not be affected or impaired thereby.
- 10.6 This Agreement may be executed in two or more counterparts each of which shall be binding on the parties hereto and shall together constitute one agreement.
- 10.7 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding completion of this Agreement except in respect of those matters then already performed.

## **11. NOTICES**

- 11.1 All notices required or permitted to be given hereunder shall be given in writing in English delivered personally or sent by pre-paid registered post or by facsimile to the party due to receive such notice at its address or facsimile number or email address set out herein, or to such other address and/or facsimile number and/or email address as the relevant party shall have notified to the other parties hereto in accordance with the terms hereof.

### **Company**

Address : Suite 401, 4th Floor, Lansing House, 41-47 Queen's Road Central,  
Hong Kong  
Facsimile no. : (852) 3106 3938  
Email : tom@tomlau.com / carolchung@prosperityinvestment.hk

Attn : Mr. Lau Tom Ko Yuen / Ms. Carol Chung

**Placing Agent**

Address : Room 2704, Tower 1, Admiralty Centre, 18 Harcourt Road,  
Admiralty, Hong Kong  
Facsimile no. : (852) 2559-2880  
Email : ecm@astrum-capital.com  
Attn : Jackie PAN / Kelvin TSUNG

- 11.2 Time of receipt of notice: Any notice delivered personally shall be deemed to be received when delivered and any notice sent by pre-paid registered post shall be deemed (in the absence of evidence of earlier receipt) to be received 2 days after posting and in proving the time of dispatch it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and posted. Any notice sent by facsimile shall be deemed to have been received upon production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient and provided that a hard copy of the notice so served by facsimile was posted or delivered by hand on the same day as the notice was served by facsimile or on the immediately subsequent day. Any notice received or deemed to be received on a Saturday, Sunday or public holiday in Hong Kong shall be deemed to have been received on the next Business Day.

**12. GOVERNING LAW & JURISDICTION**

This Agreement shall be governed by and construed in accordance with Hong Kong law and each of the parties hereto irrevocably submits to the non-exclusive jurisdiction of the courts of Hong Kong and agrees that any proceedings arising hereunder may be served on it at its address shown in this Agreement.

**13. CONTRACT (RIGHTS OF THIRD PARTIES) ORDINANCE**

No person other than the Company and the Placing Agent will have any right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any terms and conditions of this Agreement.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS]*

## **Schedule 1**

Announcement

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

*This announcement is for information purpose only and does not constitute an invitation or offer to acquire, purchase or subscribe for the securities of the Company.*



**PROSPERITY INVESTMENT HOLDINGS LIMITED**

**嘉進投資國際有限公司\***

*(Incorporated in Bermuda with limited liability)*

**(Stock Code: 00310)**

**PLACING OF NEW SHARES UNDER SPECIFIC MANDATE  
AND  
CONTINUED SUSPENSION OF TRADING**

**Financial Adviser to the Company**



**Placing Agent**



**THE PLACING**

On 5 September 2025 (after trading hours), the Company entered into the Placing Agreement with the Placing Agent, pursuant to which the Company has conditionally agreed to place through the Placing Agent 500,000,000 Placing Shares at the Placing Price of HK\$0.090 per Placing Share to not less than six Placees who and whose ultimate beneficial owner(s) (if applicable) are Independent Third Parties. The Placing is fully underwritten by the Placing Agent.

Assuming that there will be no change in the issued share capital of the Company between the date of this announcement and the Placing Completion Date, the 500,000,000 Placing Shares represent (i) approximately 412.77% of the existing issued share capital of the Company as at the date of this announcement; and (ii) approximately 80.50% of the issued share capital of the Company as enlarged by the allotment and issue of 500,000,000 Placing Shares.

The gross proceeds and net proceeds from the Placing (after deducting the placing commission and other related expenses) are estimated to be approximately HK\$45.0 million and HK\$42.0 million respectively. The Company intends to apply the net proceeds from the Placing totalling HK\$42.0 million for investments acquisitions, redemption of convertible notes and general working capital of the Group.

### **IMPLICATIONS UNDER THE LISTING RULES**

As the Placing Shares will be allotted and issued under the Specific Mandate, the Placing and the Specific Mandate are subject to the Shareholders' approval at the SGM.

A circular containing, among other things, (i) further information relating to the Placing; (ii) a notice convening the SGM; and (iii) other information as required to be disclosed under the Listing Rules, will be despatched to the Shareholders on or before 15 September 2025, as the Company expects that it will require more time to collate the financial information to be included in the circular.

### **CONTINUED SUSPENSION OF TRADING**

At the request of the Company, trading in the shares of the Company on the Stock Exchange has been suspended with effect from 9:00 a.m. on 2 April 2024, in accordance with Rule 13.50A of the Listing Rules, and will remain suspended until further notice.

**The Placing is conditional upon satisfaction of the conditions set out in the paragraph headed "Conditions of the Placing" in this announcement. Accordingly, the Placing may or may not proceed.**

**Shareholders and potential investors are advised to exercise caution when dealing in the securities of the Company.**

## THE PLACING

On 5 September 2025 (after trading hours), the Company entered into the Placing Agreement with the Placing Agent, pursuant to which the Company has conditionally agreed to place through the Placing Agent 500,000,000 Placing Shares at the Placing Price of HK\$0.090 per Placing Share to not less than six Placees who and whose ultimate beneficial owner(s) (if applicable) are Independent Third Parties. The Placing is fully underwritten by the Placing Agent.

The principal terms and conditions of the Placing Agreement are set out below:

## THE PLACING AGREEMENT

Date: 5 September 2025 (after trading hours)

Parties: Issuer: The Company

Placing Agent: Astrum Capital Management Limited

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, as at the date of this announcement, the Placing Agent and its ultimate beneficial owners are Independent Third Parties.

## Placees

The Placing Agent has conditionally agreed with the Company to place 500,000,000 Placing Shares to not less than six Placees whom and whose ultimate beneficial owners will be Independent Third Parties, or failing which itself as principal to subscribe for the such number of Placing Shares which have not been placed to the Placees. The Placing Agent shall procure that the Placees will be Professional Investors and none of the Placees nor their associates will become a substantial shareholder of the Company as a result of the Placing.

## Placing Shares

As at the date of this announcement, the authorised share capital of the Company is HK\$100,000,000 divided into 100,000,000,000 existing shares of par value of HK\$0.001 each, of which 121,132,020 existing Shares have been issued and fully paid or credited as fully paid. Assuming there will be no change in the number of issued Shares between the date of this announcement and the Placing Completion Date, the 500,000,000 Placing Shares represent (i) 412.77% of the existing issued share capital of the Company as at the date of this announcement; and (ii) approximately 80.50% of the issued share capital of the Company as enlarged by the allotment and issue of the Placing Shares. The aggregate nominal value of the 500,000,000 Placing Shares is HK\$500,000.

## Placing Price

The Placing Price of HK\$0.090 represents:

- (i) a discount of approximately 10.00% to the closing price of HK\$0.100 per Share as quoted on the Stock Exchange on 28 March 2024, being the last trading day prior to the suspension of trading in Shares on 2 April 2024;
- (ii) a discount of approximately 9.09% to the average closing price per Share of approximately HK\$0.099 as quoted on the Stock Exchange for the last five (5) consecutive trading days immediately prior to the suspension of trading in Shares on 2 April 2024;
- (iii) a theoretical dilution effect (as defined under Rule 7.27B of the Listing Rules) of approximately 8.00%, represented by the theoretical diluted price of approximately HK\$0.092 per Share to the benchmarked price of approximately HK\$0.100 per Share which shall be the closing prices of the Shares as quoted on the Stock Exchange on 28 March 2024, which was immediately prior to the suspension of trading in Shares on 2 April 2024; and

(iv) a cumulative theoretical dilution effect (as defined under Rule 7.27B of the Listing Rules) of approximately 8.00% which is the same as the theoretical dilution effect calculated in (iii) above as the Company had not conducted any fund raising activities (rights issues, open offers and/or specific mandate placings) involving the issue of its equity securities in the 12 months immediately preceding the date of this announcement.

The Placing Price was determined with reference to the prevailing market prices prior to the trading suspension of the Shares since 2 April 2024 and was negotiated on an arm's length basis between the Company and the Placing Agent, taking into account (a) the trading in the Shares that has been suspended for over 17 months; (b) the listing of the Shares may be cancelled by the Stock Exchange if the Company cannot fulfill the Resumption Guidance by 1 October 2025; and (c) a discount has to be applied in order to attract the Placees and potential investors to participate in the Placing. The Directors consider that the Placing Price is fair and reasonable and is in the interests of the Company and the Shareholders as a whole.

### **Specific Mandate**

The Placing Shares will be allotted and issued under the Specific Mandate to be sought and approved by the Shareholders at the SGM.

### **Placing Commission**

The Company shall pay to the Placing Agent, in respect of the Placing, (i) if Placing Completion occurs, a placing commission of four point five per cent (4.5%) of the amount which is equal to the Placing Price multiplied by the total number of the Placing Shares; or (ii) if Placing Completion does not occur, a fixed fee of HK\$300,000. The fixed fee of HK\$300,000 shall be payable by the Company to the Placing Agent to remunerate the underwriting commitment offered as well as their time and efforts devoted to implement the Placing.

The placing commission was negotiated on an arm's length basis between the Company and the Placing Agent and determined with reference to the prevailing market rates of placing commission, the existing condition of the Company whose Shares have been suspended from trading for more than one (1) year and the disclaimer of opinion issued by the Auditors on the Annual Report 2023 and the Annual Results 2024.



## **Ranking of the Placing Shares**

The Placing Shares, when issued and fully paid, shall rank pari passu in all respects with all other fully paid Shares then in issue.

## **Conditions of the Placing**

Completion of the Placing is conditional upon the following:

- (a) the Proposed Liquidation having commenced;
- (b) the passing of relevant resolution(s) by the Shareholders at the SGM approving the Placing Agreement, the transactions contemplated thereunder and the grant of Specific Mandate to allot and issue the Placing Shares;
- (c) the Stock Exchange having conditionally or unconditionally approved or decided to allow the Company to proceed with the Resumption and all the conditions of the Resumption Guidance to such approval or decision (if any) having been fulfilled or waived by the Stock Exchange (or the Stock Exchange indicating that subject to the fulfilment of all the Resumption Guidance in writing, the trading of the Shares will be resumed);
- (d) the listing of and permission to deal in all of the Placing Shares to be issued under the Placing having been granted by the Stock Exchange (either unconditionally or subject to conditions) and such permission not having been subsequently revoked or withdrawn;
- (e) each of the warranties given by the Company to the Placing Agent being true and accurate in all material respects when made, and being true and accurate in all materials respects for the period from the date of the Placing Agreement and ending on the Placing Completion Date; and
- (f) the Placing Agreement not having been terminated in accordance with its terms.

None of the above conditions could be waived. If the above conditions are not fulfilled on or before 31 October 2025 or the effective date of delisting of the Shares from the Stock Exchange, whichever is earlier, or such other date as the Placing Agent and the Company may agree in writing, the Placing will lapse and all rights, obligations and liabilities of the parties to the Placing Agreement in relation to the Placing shall cease and determine and neither of the parties shall have any claim against the others in respect of the Placing, save for any antecedent breach and/or any rights or obligations which may accrue under the Placing Agreement prior to such termination.

Reference is made to the announcement issued by the Company on 5 September 2025 in relation to the Proposed Liquidation. The Placing is conditional on the Proposed Liquidation having commenced but not vice versa.

### **Application for listing**

The Company will apply to the Stock Exchange for the listing of, and permission to deal in, the Placing Shares.

### **Placing Completion**

Subject to the fulfillment of the conditions of the Placing stated above, Placing Completion shall take place on the Placing Completion Date.

### **Termination of the Placing Agreement**

Pursuant to the Placing Agreement, the Placing Agent is entitled to terminate the Placing Agreement by giving a written notice to the Company, prior to 9:00 a.m. on the Placing Completion Date, if any of the following events occur at any time prior to 9:00 a.m. on the Placing Completion Date:

- (i) in the reasonable opinion of the Placing Agent, there shall have been since the date of the Placing Agreement such a change in national or international financial, political or economic conditions or taxation or exchange controls as would be likely to prejudice materially the consummation of the Placing; or
- (ii) the introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation thereof) or other occurrence of any matter whatsoever which may adversely affect the business or the financial or trading position or prospects of the Group as a whole; or

- (iii) any material breach of any of the representations and warranties set out in the Placing Agreement comes to the knowledge of the Placing Agent, or any event occurs or any matter arises on or after the date of the Placing Agreement and prior to the Placing Completion Date, which if it had occurred or arisen before the date of the Placing Agreement would have rendered any of such representations and warranties untrue or incorrect in any material respect or there has been a material breach by the Company of any other provision of the Placing Agreement; or
- (iv) any moratorium, suspension or restriction on trading in shares or securities generally on the Stock Exchange due to exceptional financial circumstances; or
- (v) there is any adverse change in the financial position of the Company which in the reasonable opinion of the Placing Agent is material in the context of the Placing; or
- (vi) the Company would be delisted from the Stock Exchange.

In the event that the Resumption Guidance will likely not be fulfilled by the Company, in the reasonable opinion of the Placing Agent, the Placing Agent may elect, in its sole discretion, to terminate the Placing Agreement.

## **REASONS FOR THE PLACING AND USE OF PROCEEDS**

The Company is an investment holding company principally engaged in investment business. The main businesses of the Company include the investment in listed and unlisted companies, as well as the investment in other financial assets.

The gross proceeds and net proceeds from the Placing (after deducting the placing commission and other related expenses) are estimated to be approximately HK\$45.0 million and HK\$42.0 million respectively and the net placing price per Placing Share is approximately HK\$0.084. The Company intends to apply the net proceeds from the Placing for investments acquisitions, redemption of convertible notes and general working capital of the Group.

The Board considers the Placing to be a suitable financial option as compared to other means of financing as it enables the Group to raise capital in an efficient manner without increasing interest burden on the Group, strengthen the financial position of the Company and represents a good opportunity to broaden the Shareholders' base and capital base of the Company. The Placing, in particular, will assist the Company to return to a positive shareholders' equity position from a net liability position as at 31 December 2024. This will also resolve the material uncertainty relating to the Group's ability to continue as a going concern.

The Board considers that the terms of the Placing Agreement and the transactions contemplated thereunder (including the Placing, the Placing Price and the placing commission) are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

## **FUND RAISING ACTIVITIES BY THE COMPANY IN THE PAST TWELVE MONTHS**

The Company had not conducted any fund raising activities involving the issue of its equity or convertible securities in the 12 months immediately preceding the date of this announcement.

## EFFECTS ON SHAREHOLDING STRUCTURE

The shareholding structure of the Company (i) as at the date of this announcement; and (ii) immediately after the Placing Completion, assuming that there is no change in the issued share capital of the Company between the date of this announcement and the Placing Completion Date:

	As at the date of this announcement		Immediately after the Placing Completion (assuming the Placing Shares are fully placed)	
	Number of Shares	Approximate %	Number of Shares	Approximate %
All Fame Developments Limited ( <i>Note</i> )	26,689,084	22.03	26,689,084	4.30
Lau Tom Ko Yuen	5,340,000	4.41	5,340,000	0.86
The Placees	–	–	500,000,000	80.50
Other public Shareholders	<u>89,102,936</u>	<u>73.56</u>	<u>89,102,936</u>	<u>14.34</u>
Total	<u>121,132,020</u>	<u>100.00</u>	<u>621,132,020</u>	<u>100.00</u>

*Note:*

*All Fame Developments Limited, a company controlled as to 100% by Sun Matrix Limited. Sun Matrix Limited was controlled as to 50% by Mr. Lau Tom Ko Yuen and 50% by Ms. Lan Yi, the spouse of Mr. Lau Tom Ko Yuen. Mr. Lau Tom Ko Yuen is a non-executive Director and Chairman of the Company.*

The Placing Agent has undertaken that no Placee will become a substantial shareholder of the Company immediately upon Placing Completion.

## IMPLICATIONS UNDER THE LISTING RULES

As the Placing Shares will be allotted and issued under the Specific Mandate, the Placing and the Specific Mandate are subject to the Shareholders' approval at the SGM.

None of the Directors has a material interest in the Placing. Accordingly no Director is required to abstain from voting on the relevant Board resolution(s) approving the Placing.

## GENERAL

A circular containing, among other things, (i) further information relating to the Placing together with information relating to the Proposed Liquidation as announced by the Company on 5 September 2025; (ii) a notice convening the SGM; and (iii) other information as required to be disclosed under the Listing Rules, will be despatched to the Shareholders on or before 15 September 2025.

## CONTINUED SUSPENSION OF TRADING

At the request of the Company, trading in the Shares of the Company on the Stock Exchange has been suspended with effect from 9:00 a.m. on 2 April 2024, in accordance with Rule 13.50A of the Listing Rules, and will remain suspended until further notice.

**The Placing is conditional upon satisfaction of the conditions set out in the paragraph headed “Conditions of the Placing” in this announcement. Accordingly, the Placing may or may not proceed.**

**Shareholders and potential investors are advised to exercise caution when dealing in the securities of the Company.**

## DEFINITIONS

In this announcement, unless the context specifies otherwise, the following defined expressions have the following meanings:

“Annual Report 2023”	the annual report of the Company for the financial year ended 31 December 2023
“Annual Results 2024”	the annual results announcement of the Company for the financial year ended 31 December 2024 announced by the Company on 29 August 2025
“associate(s)”	has the meaning ascribed thereto under the Listing Rules
“Auditors”	Rongcheng (Hong Kong) CPA Limited ( <i>formally known as CL Partners CPA Limited</i> ), the auditors of the Company
“Board”	board of Directors

“Business Day”	a day (excluding Saturday and Sunday and any day on which “extreme conditions” is announced by the Government of Hong Kong or a tropical cyclone warning signal no. 8 or above is hoisted or remains hoisted between 9:00 a.m. and 12:00 noon and is not lowered at or before 12:00 noon or on which a “black” rainstorm warning is hoisted or remains in effect between 9:00 a.m. and 12:00 noon and is not discontinued at or before 12:00 noon) on which licensed banks in Hong Kong are open for general business
“Company”	Prosperity Investment Holdings Limited, a company incorporated in Bermuda with limited liability, with its issued Shares listed on the Main Board of the Stock Exchange
“connected person(s)”	has the meaning ascribed thereto under the Listing Rules
“Director(s)”	director(s) of the Company
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Independent Third Party(ies)”	any person or company and their respective ultimate beneficial owners (if applicable) who, to the best of the Directors’ knowledge, information and belief having made all reasonable enquiries, are third parties independent of and not connected with the Company and its connected persons
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange

“Placee(s)”	means any Professional Investor(s) procured by or on behalf of the Placing Agent to subscribe for any of the Placing Shares pursuant to and in accordance with the Placing Agreement
“Placing”	the placing, on a fully underwritten basis, of the Placing Shares on the terms and subject to the condition set out in the Placing Agreement
“Placing Agent”	Astrum Capital Management Limited, a licensed corporation to conduct Type 1 (dealing in securities), Type 2 (dealing in futures contracts), Type 6 (advising on corporate finance) and Type 9 (asset management) regulated activities under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
“Placing Agreement”	the conditional placing agreement dated 5 September 2025 entered into between the Company and the Placing Agent in relation to the Placing
“Placing Completion”	the completion of the Placing in accordance with the terms and conditions set out in the Placing Agreement
“Placing Completion Date”	means any day falling within ten Business Days following the satisfaction of the conditions of the Placing (or such other date as the Company and the Placing Agent may agree) at which completion of the Placing shall take place pursuant to the Placing Agreement
“Placing Price”	the placing price of HK\$0.090 per Placing Share
“Placing Share(s)”	500,000,000 new Shares to be placed by or through the Placing Agent as agent for the Company pursuant to the Placing Agreement



“Professional Investor(s)”	has the meaning as ascribed thereto in Part 1 of Schedule 1 to the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) and any rules made thereunder
“PRC”	the People’s Republic of China which, for the purpose of this announcement only, does not include Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan
“Proposed Liquidation”	the proposed placing of Easy Ace Investments Limited, an indirect wholly owned subsidiary of the Company, into a solvent voluntary liquidation, details of which were disclosed in the announcement of the Company dated 5 September 2025
“Resumption”	the resumption of trading in the Shares on the Stock Exchange
“Resumption Guidance”	the resumption guidance set out in the letters issued by the Stock Exchange to the Company on 18 June 2024 and 1 April 2025 (and any other additional resumption guidance(s) as the Stock Exchange may impose from time to time)
“Specific Mandate”	the specific mandate to be sought from the Shareholders at the SGM to grant the authority to the Board for the allotment and issue of the 500,000,000 Placing Shares
“SGM”	the special general meeting of the Company to be convened for the purpose of considering and, if thought fit, to approve the the Placing Agreement and the transactions contemplated thereunder, including the grant of the Specific Mandate for the allotment and issue of the Placing Shares
“Share(s)”	ordinary share(s) of par value of HK\$0.001 each in the share capital of the Company
“Shareholder(s)”	holder(s) of the Share(s)

“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“substantial shareholder(s)”	has the meaning ascribed thereto under the Listing Rules
“%” or “per cent.”	percentage or per centum

By order of the Board  
**Prosperity Investment Holdings Limited**  
**Wan Tat Kay Dominic Savio**  
*Company Secretary*

Hong Kong, 5 September 2025

*As at the date of this announcement, the Board comprises one non-executive director, namely Mr. Lau Tom Ko Yuen and four independent non-executive directors, namely Mr. Feng Nien Shu, Mr. Lui Siu Tsuen, Richard, Ms. Wong Lai Kin, Elsa, and Mr. Ip Kwok Kwong.*

*This announcement is made in English and Chinese. In case of any inconsistency, the English version shall prevail.*

\* *For identification purpose only*

## **Schedule 2**

Proposed Liquidation Announcement

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



**PROSPERITY INVESTMENT HOLDINGS LIMITED**

**嘉進投資國際有限公司\***

*(Incorporated in Bermuda with limited liability)*

**(Stock Code: 00310)**

**VERY SUBSTANTIAL DISPOSAL IN RELATION TO  
PROPOSED VOLUNTARY LIQUIDATION OF A SUBSIDIARY  
AND  
CONTINUED SUSPENSION OF TRADING**

**Financial Adviser to the Company**



Capital Limited  
創富融資有限公司

**THE PROPOSED LIQUIDATION**

The Board wishes to announce that on 5 September 2025 (after trading hours), the directors of Easy Ace proposed to place Easy Ace into a solvent voluntary liquidation. As at the date of this announcement, Easy Ace is an indirect wholly owned subsidiary of the Company. The sole asset of Easy Ace is an investment of 14.7% equity interests in Wealth Spread, whose sole investment is a beneficial equity interest of 54.0% in the PRC Entity.

Following the commencement of the Proposed Liquidation, Easy Ace will cease to be a subsidiary of the Company and its financial position and results will be de-consolidated from those of the Group. As Easy Ace has not contributed any revenue to the Group and that the carrying value of the Investment amounted to HK\$5.3 million only, although the Proposed Liquidation would lead to the writing down of the Amount Receivable (as defined herein) to nil, which would have a significant impact on the financial position of the Group, the Board is of the view that the Proposed Liquidation will not have any material adverse impact on the financial performance and operations of the Group.

### **IMPLICATIONS UNDER THE LISTING RULES**

As one or more of the applicable percentage ratios (as defined in the Listing Rules) in respect of the Proposed Liquidation, which constituted a deemed disposal of the asset in Easy Ace, exceed 75%, the Proposed Liquidation constitutes a very substantial disposal of the Company under Chapter 14 of the Listing Rules and is subject to reporting, announcement, circular and shareholders' approval requirements pursuant to Chapter 14 of the Listing Rules.

A circular containing, among other things, (i) further information relating to the Proposed Liquidation; (ii) a notice convening the SGM; and (iii) other information as required to be disclosed under the Listing Rules, will be despatched to the Shareholders on or before 15 September 2025.

### **CONTINUED SUSPENSION OF TRADING**

At the request of the Company, trading in the shares of the Company on the Stock Exchange has been suspended with effect from 9:00 a.m. on 2 April 2024, in accordance with Rule 13.50A of the Listing Rules, and will remain suspended until further notice.

**The Proposed Liquidation is subject to the Shareholders' approval and therefore may or may not proceed.**

**Shareholders and potential investors are advised to exercise caution when dealing in the securities of the Company.**

## THE PROPOSED LIQUIDATION

The Board wishes to announce that on 5 September 2025 (after trading hours), the board of directors of Easy Ace resolved that Easy Ace be placed into liquidation and that two partners from Deloitte China (Hong Kong office) and a partner from Deloitte Ltd. (BVI office) be appointed as the liquidators thereof, subject to and conditional upon satisfaction of the following conditions:

- (i) the passing of the relevant resolution(s) approving the Proposed Liquidation by the Shareholders at the SGM; and
- (ii) the passing of the relevant resolutions by Genius Choice (being the sole shareholder of Easy Ace) approving the Proposed Liquidation.

As at the date of this announcement, none of the above conditions have been fulfilled.

As at the date of this announcement, Easy Ace is an indirect wholly owned subsidiary of the Company. The sole asset of Easy Ace is an investment of 14.7% equity interests in Wealth Spread, which in turn owned a beneficial 54.0% equity interest in the PRC Entity, resulting in an indirect attributable equity interest of 7.938% in the PRC Entity.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiry, the partners from Deloitte China (Hong Kong office) and Deloitte Ltd. (BVI office) proposed to be appointed as the liquidators to handle the Proposed Liquidation are Independent Third Parties. The appointed liquidators have sole discretion in relation to the disposal of the Interest, including identifying the ultimate buyer of the Interest in the event there are more than one potential buyers and the terms of the disposal.

## INFORMATION OF THE COMPANY

The Company is an investment company listed under Chapter 21 of the Listing Rules. It is principally engaged in investment in both listed and unlisted investments and other related financial assets.

## INFORMATION OF EASY ACE

Easy Ace is a company incorporated in the BVI with limited liability and wholly-owned by Genius Choice, which in turn is an indirect wholly owned subsidiary of the Company. Easy Ace is principally engaged in investment holding and its sole investment is a 14.7% equity interests in Wealth Spread.

Wealth Spread is a company incorporated in Hong Kong with limited liability and is engaged in investment holding, with its sole investment being a beneficial equity interest of 54.0% in the PRC Entity, which is principally engaged in zinc and lead mining in the PRC. The equity interest of Wealth Spread in the PRC Entity is held via an entrusted agreement (代持文件). The entrustment arrangement was established in October 2018 between Ample Talent Development Group Limited (“**Ample Talent**”, the predecessor of Wealth Spread before an internal reorganisation, and in which Easy Ace also had an indirect 14.7% equity interest) and a PRC individual (“**Trustee**”) who was then also a shareholder of the PRC Entity, with a view to facilitate possible future disposal of equity interest in the PRC Entity. Pursuant to an internal reorganisation carried out in July 2023, all of Ample Talent’s rights, title and interest in the PRC Entity were transferred to Wealth Spread. The Company was informed by the majority shareholder of Wealth Spread (“**Wealth Spread Controlling Shareholder**”) that since it was only an internal reorganisation, the Trustee was not notified of it. Accordingly, pursuant to the entrusted agreement executed by the Trustee, the Trustee continued to hold the 54% equity interests in the PRC Entity on trust for Ample Talent. On the other hand, it was a term of the internal reorganisation that Ample Talent shall take any other actions reasonably necessary to effectuate the purposes of such internal reorganisation, i.e. for Wealth Spread to obtain all of Ample Talent’s rights, title and interests in the PRC Entity.

The Trustee confirmed in writing in March 2021 that the entrustment arrangement remained in place and then in or around August 2023 notified the Wealth Spread Controlling Shareholder who informed the Company that the Trustee has appointed his close relative, also a PRC individual (“**Nominee**”), to hold the trust assets in his place.

To the best of the knowledge, information and belief of the Directors, the PRC Entity has obtained the exploitation licence for a mine located in Guizhou, the PRC. However, as disclosed in the Annual Report 2023, the Company has been unable to obtain the updated production plan with specific information of the PRC Entity and the Company currently does not have such information. All information in relation to the PRC Entity and the mine had been provided by the Wealth Spread Controlling Shareholder to the Company since the Company has no direct relationship and access to the PRC Entity. In turn, since the Wealth Spread Controlling Shareholder was (and is) not a director of the PRC Entity, he has to rely on the management of the PRC Entity to provide the requisite information. The quality and quantity of the information, including production plan, depends entirely on that the PRC Entity provides to the Wealth Spread Controlling Shareholder, and that the Wealth Spread Controlling Shareholder provides to the Company at any given time. In respect of the audit process for the financial statements of the Company for the financial year ended 31 December 2023, as mentioned above, the Company has not been able to obtain an updated production plan of the PRC Entity with such specific information as required by the Auditors. Wealth Spread Controlling Shareholder expressed to the Company that he experienced difficulties in obtaining the abovementioned information relating to the PRC Entity as the PRC Entity did not have the information readily available and was unwilling to devote time and resources to prepare the same. Furthermore, the relationship between Wealth Spread Controlling Shareholder with the Trustee and the Nominee deteriorated since early 2025. He, however, cannot speculate the reason for the deteriorated relationship.

In compliance with Rule 21.04(3) of the Listing Rules which stipulates that Chapter 21 companies will not take legal, or effective, management control of its underlying investments, the Investment represents an indirect minority investment made in Wealth Spread, and the Group's management did not participate in, nor has any control or influence on, the operations of the PRC Entity, and hence the access to information is limited only to those provided by Ample Talent or, as the case may be, Wealth Spread.

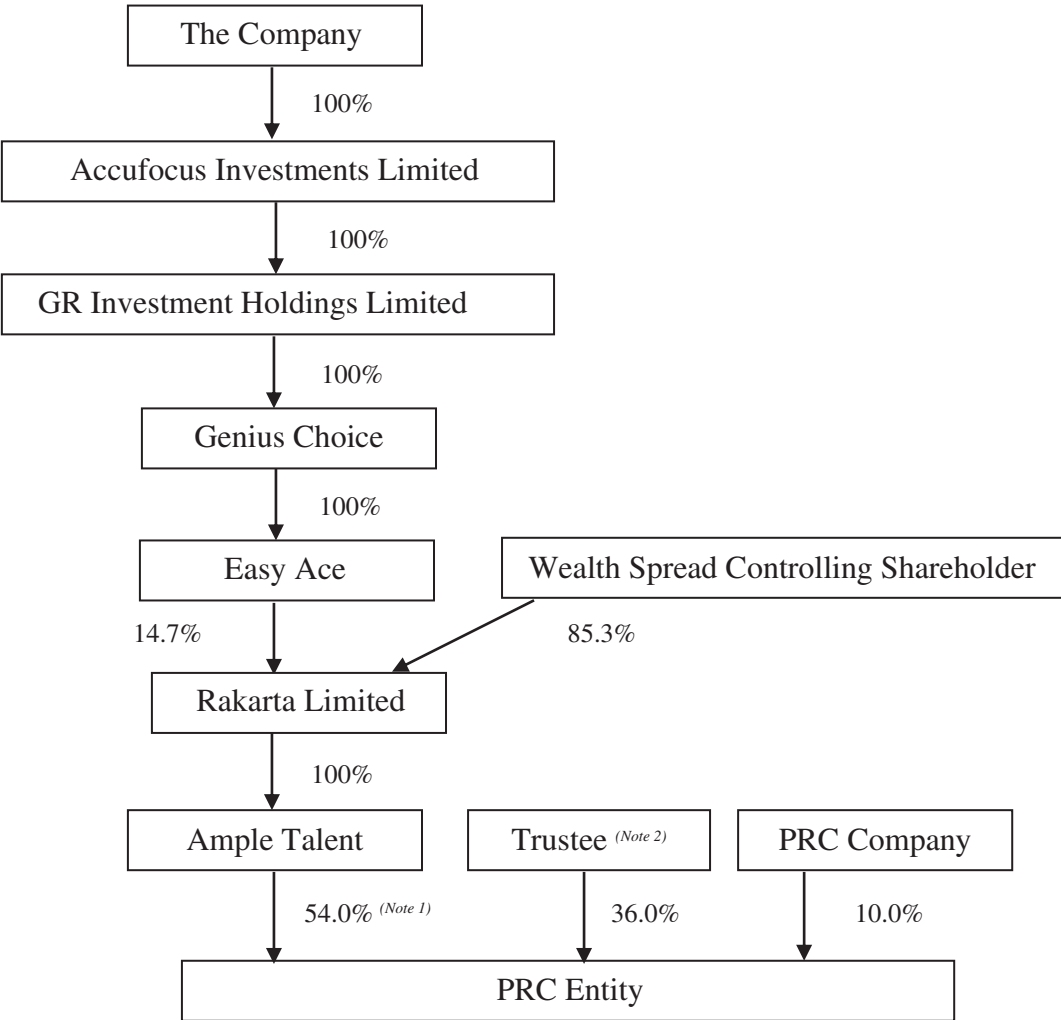
In February 2025, the Company became aware that the Nominee has ceased to be a shareholder of the PRC Entity, i.e. the Nominee no longer holds any equity interests in the PRC Entity, including the 54.0% equity interests beneficially owned by Wealth Spread under the entrustment arrangement, and made enquiries with the Wealth Spread Controlling Shareholder. The Wealth Spread Controlling Shareholder agreed to make enquiries and investigate, and subsequently indicated that it might have been due to sub-delegation or change of trustee and the entrustment arrangement might not have been breached, but will take appropriate actions should it turn out that there has been unauthorised transfer by the Nominee. On 18 August 2025, the management of the Company received written notification from the Wealth Spread Controlling Shareholder that there was an unauthorised transfer by the Nominee of Wealth Spread's equity interest in the PRC Entity in breach of trust of the entrustment agreement, and that he has caused Ample Talent, which is the party to the entrusted agreement executed in October 2018, to commence legal proceedings against both the Trustee and the Nominee for the breach and seeking damages as well as a reversal of the unauthorised transfer.



**Shareholding structure of Easy Ace**

Set out below is the shareholding structure of Easy Ace:

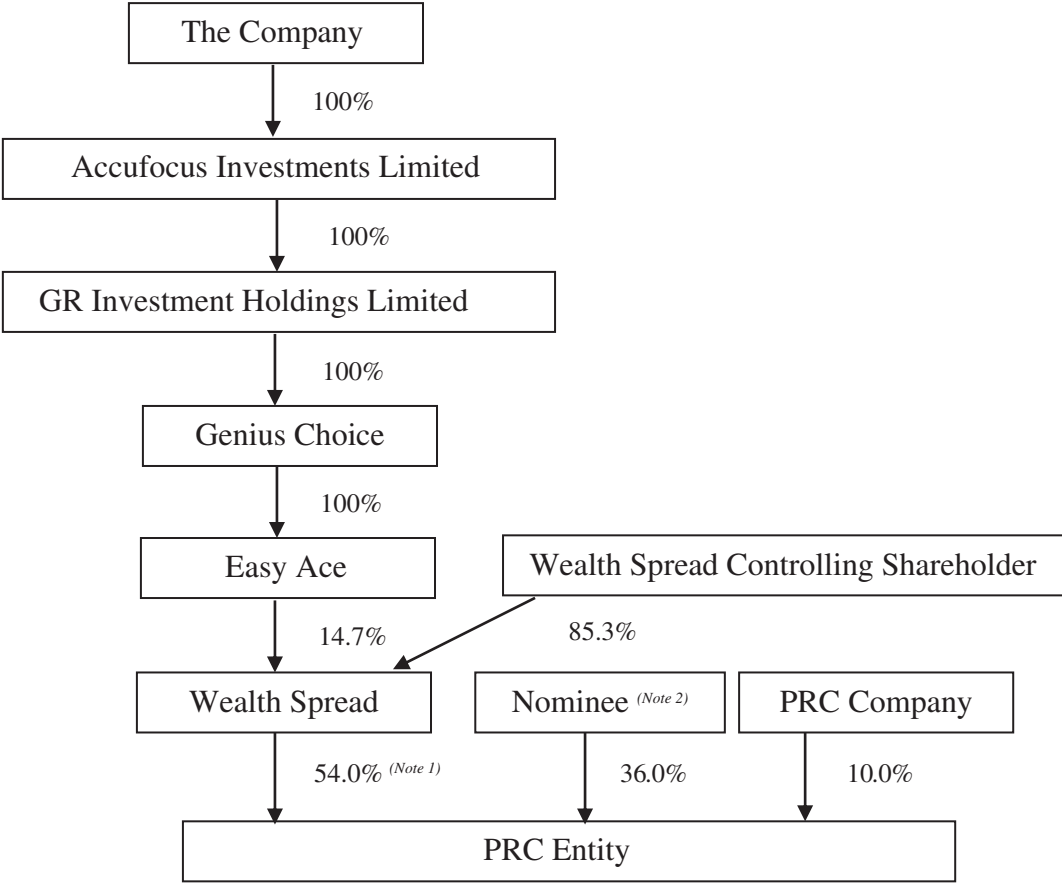
*Before reorganisation in October 2018*



Notes:

1. Please refer to the disclosure of the entrustment arrangement above.
2. The Trustee held 90.0% equity interests in the PRC Entity, of which 54.0% equity interests was beneficially owned by Ample Talent under the entrustment arrangement.

*After reorganisation in July 2023 and transfer by Trustee*



*Notes:*

- 1. Please refer to the disclosure of the entrustment arrangement above.*
- 2. The Nominee held 90.0% equity interests in the PRC Entity, of which 54.0% equity interests was beneficially owned by Wealth Spread under the entrustment arrangement and the internal reorganisation.*

## Financial information of Easy Ace

Set out below is the financial information of Easy Ace based on the unaudited consolidated financial statements of Easy Ace for the years ended 31 December 2023 and 2024 and six months ended 30 June 2025:

	For the year ended		For the
	31 December		six months
	2023	2024	ended
	HK\$'000	HK\$'000	30 June
			2025
			HK\$'000
Revenue	—	—	—
(Loss)/Profit before tax	(5,050)	(3,122)	96,547 <sup>(Note)</sup>
(Loss)/Profit after tax and extraordinary items	(5,050)	(3,122)	96,547
	As at 31 December		As at
	2023	2024	30 June
	HK\$'000	HK\$'000	2025
			HK\$'000
Net (liabilities)/assets	(88,132)	(91,254)	5,293

*Note: The profit before tax was attributable to a waiver by Genius Choice on the amount owing to it by Easy Ace of approximately HK\$96.6 million.*

Based on the information the Company received from Wealth Spread, the net liabilities of the PRC Entity as at 31 December 2023 was RMB20,035,204.

## REASONS FOR AND BENEFITS OF THE PROPOSED LIQUIDATION

As disclosed in the unaudited financial information of Easy Ace, Easy Ace recorded no revenue with a loss before tax and loss after tax of approximately HK\$5.0 million and HK\$3.1 million for the years ended 31 December 2023 and 31 December 2024 respectively. In fact, Ample Talent and Wealth Spread had not made any financial contributions to Easy Ace and the Company as the PRC Entity has not commenced nor scheduled to commence mining operation as at 31 December 2023 and 31 December 2024 so far as the Directors are aware as at the date hereof.

As disclosed above, Easy Ace recorded net liabilities of approximately HK\$88.1 million and HK\$91.3 million as at 31 December 2023 and 31 December 2024 respectively. Such net liabilities were mainly attributable to amounts owing to Genius Choice for the cost of the Investment totalling approximately HK\$54.0 million and annual management fee charged by the Company and a fellow subsidiary to Easy Ace which amounted to HK\$42.5 million for the provision of management services to subsidiaries.

In the Annual Report 2023 and the Annual Results 2024, the Auditors stated that they were unable to obtain sufficient appropriate audit evidence on the fair value of the Investment, which resulted in the Disclaimer of Opinion. During the course of the audit for financial years ended 31 December 2023 and 2024, the Company was unable to obtain sufficient appropriate audit evidence, via Wealth Spread, from the management team of the PRC Entity on the latest overall development plan of the PRC Entity, such as the revised timeline, revised estimated capital expenditure, mining related cost and operating expenses, to assess the appropriateness and accuracy of the financial information, such that it did not contain material misstatement. There were no other satisfactory audit procedures that the Auditors could perform to determine whether any adjustments to the carrying value of the Investment and the related fair value loss recognised in other comprehensive expense and investment revaluation reserve balances as at and for the years ended 31 December 2023 and 2024 were necessary. Any adjustments found to be necessary could also affect the related elements making up and disclosures in the consolidated financial statements. In the Annual Report 2023, the valuer adopted the discount cash flow method for the valuation of the Investment, which was consistently applied for prior years. The key inputs included discount rate, forecasted production volume, forecasted selling price with base price and marketability discount. The Company was unable to obtain the latest overall development plan of the PRC Entity, via Wealth Spread, from the management team of the PRC Entity during the course of the audit for financial year ended 31 December 2023. Accordingly, the valuation of the Investment as at 31 December 2023 was based on the information obtained by the Company, via Wealth Spread, from the management team of the PRC Entity during the course of audit for financial year ended 31 December 2022 and the verbal representation on certain assumptions, such as the commencement date of the operation of the underlying PRC mine.

As disclosed above, the Company has been unable to obtain the updated production plan with specific information of the PRC Entity. Furthermore, to the best of the knowledge, information and belief of the Directors, save for some historical preliminary trial runs, the PRC Entity has not yet commenced mining operation. In view of the aforesaid, as well as (i) the financial position of Easy Ace as at 31 December 2024; (ii) the fact that Easy Ace only has a 14.7% minority interest in Wealth Spread and does not have any control nor significant influence on the operation of Wealth Spread or the PRC Entity; (iii) the recent discovery of the breach of trust that resulted in the pursuit of legal proceedings by Ample Talent, the Directors are of the view that there are no reasonable means or prospect of making any material improvement on the financial position or operations of Easy Ace or for the Company to realise any value from the Investment. The Company had approached the Wealth Spread Controlling Shareholder to enquire whether he is interested in acquiring the Investment whose response had always been negative. Due to the complexity of the matter, the Company had not attempted to solicit other parties, and believed it would be more time and cost efficient to appoint the liquidators to handle the disposal of the Investment while the management of the Company could dedicate effort and resources in attending to the business of the Company and raising more capital in support of future growth. Accordingly, the Company proposed to place Easy Ace into the Proposed Liquidation.

Following the commencement of the Proposed Liquidation with the appointment of the liquidators, the Group will no longer have control of the Investment and accordingly the financial position and results of Easy Ace will be de-consolidated from those of the Group. Easy Ace will also cease to be a subsidiary of the Company.

By reason of the Audit Issue and the Disclaimer of Opinion, trading in the shares of the Company has been suspended since 2 April 2024. The Auditors have confirmed that with the commencement of the Proposed Liquidation when the liquidators are appointed and therefore take control of Easy Ace, the Disclaimer of Opinion would no longer be required for the financial year ending 31 December 2025 and subject to the satisfaction of the Stock Exchange, one of the conditions under the Resumption Guidance would have been satisfied.

In view of the above, the Board considers that the Proposed Liquidation is fair and reasonable, and is in the interests of the Company and its Shareholders as a whole.

## **PROCESS AND PROCEDURES OF THE PROPOSED LIQUIDATION**

The laws applicable to the Proposed Liquidation are BVI Business Companies Act and BVI Business Companies Regulations.

Upon commencement of the Proposed Liquidation and appointment of liquidators to Easy Ace, the liquidators will carry out the following procedures to, *inter alia*, realise the assets of Easy Ace and settle its liabilities:

- (i) attend to the statutory requirements in the BVI, including but not limited to publishing the relevant notices in the Government Gazette and newspaper in the BVI and attending to the statutory filings with the BVI Registry;
- (ii) publish a notice to creditors in the Government Gazette and newspaper in the BVI inviting creditors to submit claims before a deadline;
- (iii) wind up the affairs of Easy Ace;
- (iv) if appropriate, (a) market for disposal of the 14.7% equity interest directly held by Easy Ace in Wealth Spread with options ranging from private sale to public tender as the liquidators deem fit; and (b) in consultation with Genius Choice, the sole member, decide to dispose of the Interest to an identified potential purchaser at the highest possible price obtainable from the market;
- (v) arrange settlement of liabilities of Easy Ace (if any);
- (vi) distribute any surplus funds of Easy Ace to Genius Choice, its sole member;
- (vii) prepare and submit to the BVI Registry a notice of completion of the liquidation of Easy Ace;
- (viii) obtain a certificate of dissolution of Easy Ace from the BVI Registry; and
- (ix) prepare and arrange for publication the relevant notice in the Government Gazette in the BVI in respect of the dissolution of Easy Ace.

If there is any proceeds obtained from disposal of the Interest, the liquidators will return any surplus proceeds to Genius Choice, after deducting liquidators' cost and all necessary expenses incurred by the liquidators in the disposal process as well as costs and expenses incurred in the administration of the liquidation of Easy Ace and paying off all of its liabilities (if any) (the “**Surplus Proceeds**”).

## FINANCIAL EFFECTS OF THE PROPOSED LIQUIDATION ON THE GROUP

Pursuant to the Annual Report 2023 and the Annual Results 2024, the Auditors stated that they were unable to obtain sufficient appropriate audit evidence on the fair value of the Investment, as estimated by the Group's management as at 31 December 2023 and 2024 respectively, to assess the appropriateness and accuracy of the financial information such that it did not contain material misstatement. Accordingly, the Auditors expressed a disclaimer of opinion on the Annual Report 2023 and the Annual Results 2024.

Following the commencement of the Proposed Liquidation, Easy Ace will effectively be carved out from the Group with its financial position and results being de-consolidated from those of the Group. Any gain or loss on the Proposed Liquidation would be included in the consolidated financial statements of the Group when the liquidation process commences with the appointment of the liquidators.

As Genius Choice is the sole creditor of Easy Ace, Genius Choice waived all outstanding amount owing to it from Easy Ace amounting to the total sum of approximately HK\$96.6 million (the “**Shareholder Advance**”) such that the Proposed Liquidation will be a solvent liquidation, which is a more cost and time efficient process as compared to an insolvent liquidation pursuant to the relevant BVI laws and regulations. A solvent liquidation would normally be completed within 12 months while it would take a longer period of 18 to 24 months to complete an insolvent voluntary liquidation under usual circumstances. The cost of liquidation for an insolvent voluntary liquidation could also be more than double the cost of liquidation for a solvent liquidation given there are more statutory requirements in an insolvent liquidation, including convening meetings of creditors, preparing reports to the creditors, adjudicating the claims from creditors and settling the claims if any distributions are available. In the event the Interest is successfully disposed after the Proposed Liquidation, there will be no difference in the distribution of the Surplus Proceeds to Genius Choice under solvent or insolvent liquidation.

The waiver is required as Easy Ace registered a net liability position of approximately HK\$91.3 million as at 31 December 2024, which was mainly attributable to the Shareholder Advance. In order for Easy Ace to proceed with a solvent liquidation, it would have to be in a net asset position. The waiver of Shareholder Advance will result in a gain of approximately HK\$96.5 million to Easy Ace but it has no effect to the consolidated financial statements of the Company since it is an elimination of inter-company balances. Pursuant to the waiver, Easy Ace also recorded a net asset of HK\$5.3 million as at 30 June 2025.

For illustrative purpose, based on the book value of Easy Ace as at 31 December 2024, there would be a loss on liquidation of the Group of approximately HK\$5.3 million following the commencement of the Proposed Liquidation and hence the deconsolidation of Easy Ace from the Group. The amount receivable by the Group from the Proposed Liquidation (the “**Amount Receivable**”) is considered to be nil after considering the current market condition, the latest circumstances and the costs (including the liquidation fees and expenses) to be incurred by the liquidators for the disposal of the Interest. The loss of HK\$5.3 million is the difference between the nil proceed from the Proposed Liquidation and the net asset value of Easy Ace totalling HK\$5.3 million as at 31 December 2024, after excluding the Shareholder Advance of Genius Choice which has no effect on the consolidated financial statements of the Group.

In the event if the Interest is successfully disposed to a potential buyer by the liquidators in the future, the Company preserves the rights to the proceeds arising from the disposal by the liquidators. At that time, the Group will recognise the net proceeds (after deducting liquidation fees and expenses) from the disposal, and the difference between the Amount Receivable (which has been recorded as nil) and the net proceeds (if any) will be recognised in the profit and loss account of the Group. Any net proceeds which the Company receives in the event that the Interest is successfully disposed to a potential buyer will be utilised for working capital purposes and/or investment acquisitions.

Easy Ace has not contributed any revenue to the Group and the carrying value of the Investment amounted to approximately HK\$5.3 million only. The Proposed Liquidation would lead to the writing down of the Amount Receivable to nil, taking into account of the current market condition, the latest circumstances relating to Easy Ace’s deemed interest in the PRC Entity as disclosed above and the costs (including the liquidation fees and expenses) to be incurred by the liquidators for the disposal of the Interest. Although this would have a significant impact on the financial position of the Group, the Board is of the view that the Proposed Liquidation will not have any material adverse impact on the financial performance and operations of the Group.



## **IMPLICATIONS UNDER THE LISTING RULES**

As one or more of the applicable percentage ratios (as defined in the Listing Rules) in respect of the Proposed Liquidation, which constituted a deemed disposal of the asset in Easy Ace, exceed 75%, the Proposed Liquidation constitutes a very substantial disposal of the Company under Chapter 14 of the Listing Rules and is subject to reporting, announcement, circular and shareholders' approval requirements pursuant to Chapter 14 of the Listing Rules.

None of the Directors has a material interest in the Proposed Liquidation. Accordingly no Director is required to abstain from voting on the relevant Board resolution(s) approving the Proposed Liquidation.

## **GENERAL**

A circular containing, among other things, (i) further information relating to the Proposed Liquidation; (ii) a notice convening the SGM; and (iii) other information as required to be disclosed under the Listing Rules, will be despatched to the Shareholders on or before 15 September 2025.

## **CONTINUED SUSPENSION OF TRADING**

At the request of the Company, trading in the Shares of the Company on the Stock Exchange has been suspended with effect from 9:00 a.m. on 2 April 2024, in accordance with Rule 13.50A of the Listing Rules, and will remain suspended until further notice.

**The Proposed Liquidation is subject to the Shareholders' approval and therefore may or may not proceed.**

**Shareholders and potential investors are advised to exercise caution when dealing in the securities of the Company.**

## DEFINITIONS

In this announcement, unless the context specifies otherwise, the following defined expressions have the following meanings:

“Annual Report 2023”	the annual report of the Company for the financial year ended 31 December 2023
“Annual Results 2024”	the annual results announcement of the Company for the financial year ended 31 December 2024 announced by the Company on 29 August 2025
“Audit Issue”	the Auditors stating in the Annual Report 2023 and the Annual Results 2024 that they were unable to obtain sufficient appropriate audit evidence on the fair value of the Investment, which resulted in the Disclaimer of Opinion
“Auditors”	Rongcheng (Hong Kong) CPA Limited ( <i>formally known as CL Partners CPA Limited</i> ), the auditors of the Company
“Board”	board of Directors
“BVI”	British Virgin Islands
“BVI Registry”	BVI Registry of Corporate Affairs
“Company”	Prosperity Investment Holdings Limited, a company incorporated in Bermuda with limited liability, with its issued Shares listed on the Main Board of the Stock Exchange
“connected person(s)”	has the meaning ascribed thereto under the Listing Rules
“Director(s)”	director(s) of the Company

“Disclaimer of Opinion”	a disclaimer of opinion expressed by the Auditors on the Company’s consolidated financial statements for the years ended 31 December 2023 and 31 December 2024 in relation to the fair value measurement of the Company’s investment in Wealth Spread which was accounted for as financial assets at fair value through other comprehensive income
“Easy Ace”	Easy Ace Investments Limited, an indirect wholly owned subsidiary of the Company
“Genius Choice”	Genius Choice Investments Limited, the sole shareholder of Easy Ace and an indirect wholly owned subsidiary of the Company
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Independent Third Party(ies)”	any person or company and their respective ultimate beneficial owners (if applicable) who, to the best of the Directors’ knowledge, information and belief having made all reasonable enquiries, are third parties independent of and not connected with the Company and its connected persons
“Interest”	the 14.7% equity interests directly held by Easy Ace in Wealth Spread
“Investment”	the investment of Easy Ace in a 14.7% equity interest of Wealth Spread, which has a beneficial equity interest of 54.0% in the PRC Entity, resulting in an indirect attributable equity interest of 7.938% in the PRC Entity

“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“PRC”	the People’s Republic of China which, for the purpose of this announcement only, does not include Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan
“PRC Entity”	貴州國鼎金實礦業有限公司 (Guizhou Guoding Jinshi Mining Company Limited*), a sino-foreign joint venture enterprise established in the PRC with limited liability
“Proposed Liquidation”	the proposed placing of Easy Ace into a solvent voluntary liquidation
“Resumption Guidance”	the resumption guidance set out in the letters issued by the Stock Exchange to the Company on 18 June 2024 and 1 April 2025 (and any other additional resumption guidance(s) as the Stock Exchange may impose from time to time)
“RMB”	Renminbi, the lawful currency of the PRC
“SGM”	the special general meeting of the Company to be convened for the purpose of considering and, if thought fit, to approve the Proposed Liquidation
“Share(s)”	ordinary share(s) of par value of HK\$0.001 each in the share capital of the Company
“Shareholder(s)”	holder(s) of the Share(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Wealth Spread”	Wealth Spread Investment Limited, a company incorporated in Hong Kong with limited liability, in which Easy Ace has a direct 14.7% equity interests

“%” or “per cent.”

percentage or per centum

By order of the Board  
**Prosperity Investment Holdings Limited**  
**Lau Tom Ko Yuen**  
*Chairman*

Hong Kong, 5 September 2025

*As at the date of this announcement, the Board comprises one non-executive director, namely Mr. Lau Tom Ko Yuen and four independent non-executive directors, namely Mr. Feng Nien Shu, Mr. Lui Siu Tsuen, Richard, Ms. Wong Lai Kin, Elsa, and Mr. Ip Kwok Kwong.*

*This announcement is made in English and Chinese. In case of any inconsistency, the English version shall prevail.*

\* *For identification purpose only*

IN WITNESS whereof this Agreement has been entered into the day and year first above written.

**THE COMPANY**

SIGNED by **LAU TOM KO YUEN**  
duly authorized for and on behalf of  
**PROSPERITY INVESTMENT**  
**HOLDINGS LIMITED**

in the presence of :

*Carol Chung*  
CAROL CHUNG

)  
)  
)  
)  
)



**THE PLACING AGENT**

SIGNED by **PAN CHIK**  
duly authorized for and on behalf of  
**ASTRUM CAPITAL MANAGEMENT**  
**LIMITED**

in the presence of :

)  
)  
)  
)  
)

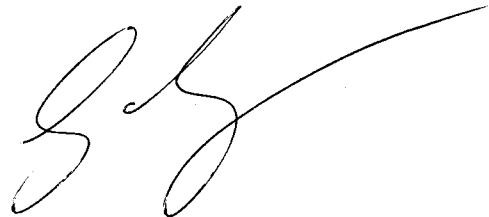
IN WITNESS whereof this Agreement has been entered into the day and year first above written.

**THE COMPANY**

SIGNED by LAU TOM KO YUEN )  
duly authorized for and on behalf of )  
PROSPERITY INVESTMENT )  
HOLDINGS LIMITED )  
in the presence of : )

**THE PLACING AGENT**

SIGNED by PAN CHIK )  
duly authorized for and on behalf of )  
ASTRUM CAPITAL MANAGEMENT )  
LIMITED )  
in the presence of : )



CHU KAM HUNG  
A ..