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智富資源投資控股集團有限公司

WISDOM WEALTH RESOURCES INVESTMENT HOLDING GROUP LIMITED

(Incorporated in Bermuda with limited liability)

(Stock Code: 7)

FUNDING AGREEMENT

The Board is pleased to announce that on 17 December 2024, the Company as borrower and the Lender entered into the Funding Agreement in relation to the provision of Funding by the Lender to the Company.

The principal terms of the Funding Agreement are as follows:

Date: 17 December 2024

Parties: (1) the Company as borrower; and

(2) the Lender.

The Lender is a company incorporated in Hong Kong with limited liability and is wholly-owned by Mr. Berk Kivanc. To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, Mr. Berk Kivanc and the Lender are Independent Third Parties.

The Company acknowledged the Lender's intention to be a white knight in the Restructuring and in consideration of the provision of the Funding by the Lender, the Lender and/or its nominee(s) shall have the right to negotiate with the Company in respect of the Restructuring.

Funding amount:

A credit facility for a total sum of up to HK\$50 million (the "Funding")

The Funding shall only be used for the following purposes:

- (i) the payment of any fees, costs and expenses incurred or to be incurred in connection with the Restructuring and resumption plan of the Company, including legal fees and other professional fees and expenses;
- (ii) payment of any fees, costs, charges and expenses (including legal fees) incurred or to be incurred in connection with the negotiation, preparation and execution of any transaction contemplated under the Funding Agreement, including but not limited to legal, accounting, financial, consultancy fees and professional fees, expenses and other fees incurred or to be incurred in connection with advising the Company in relation to the Funding Agreement;
- (iii) the payment of the Group's working capital, including but not limited to any fees, costs and expenses incurred or to be incurred in connection with the expansion of the Group's business and the maintenance of key personnel to ensure that the Company will continue to be in satisfaction of the listing requirements; and/or
- (iv) any other purposes as may be agreed by the Company and the Lender in writing from time to time.

Drawdown: The Company shall provide the Lender with a drawdown notice three Business Days (or such other day agreed between the Lender and the Company) prior to borrowing to draw down all or part of the Funding. The Lender shall arrange to disburse the Funding to the Company upon receipt of the drawdown notice from the Company.

Interest rate: 6.5% per annum

Repayment: Repayment of the Funding (including all the interests accrued) will be made by the Company upon the occurrence of any of the following events, whichever is the earlier:

- (i) immediate repayment as required by the Lender;
- (ii) the Company's Restructuring becoming effective; and/or
- (iii) the termination of the Funding Agreement and subject to any proceeds (after deduction of expenses) from the realisation of the Company's assets.

The Lender shall have the right to require the Company to issue new Shares and/or convertible bonds and/or such other means as the Lender and the Company may agree to offset the Funding provided that the Company has completed the Resumption, complied with the requirements of the Listing Rules, the Takeovers Code and other applicable laws, and has obtained all the necessary consents and approvals (including but not limited to consents and approvals from the Stock Exchange, other regulatory authorities and the Shareholders).

REASONS FOR AND BENEFITS OF THE ENTERING INTO OF THE FUNDING AGREEMENT

The Company is an investment holding company. The principal activities of the Group are (i) the trading of electronic products and equipment; (ii) the provision of financial services; (iii) property development and investment; and (iv) mineral mining, oil and gas business.

Trading in the shares of the Company on the Stock Exchange has been suspended since 2 April 2024. The Company is actively working towards the fulfilment of the requirements under the resumption guidance issued by the Stock Exchange for the Resumption, in particular, the publication of the outstanding financial results. The Company will publish the outstanding financial results as soon as possible and will apply for resumption to the Stock Exchange after fulfilment of all the resumption conditions. Further announcement(s) will be made by the Company as and when appropriate.

The Funding Agreement is entered into by the Company for the sole purpose of securing the Funding to facilitate the Resumption and the Restructuring, and to maintain sufficient working capital for the Company.

Taking into account of the willingness of the Lender as a white knight to provide the Funding for corporate rescue purpose, the Directors consider that the terms of the Funding Agreement and the transactions contemplated thereunder are fair and reasonable and are in the interest of the Company and the Shareholders as a whole. With the support of the Lender as a white knight, the Company will have the necessary resources to facilitate the Resumption and for the preparation and implementation of the Restructuring.

CONTINUED SUSPENSION OF TRADING

Trading in the shares of the Company on the Stock Exchange has been suspended with effect from 9:00 a.m. on Tuesday, 2 April 2024 and will continue to be suspended until the Company's fulfillment of all resumption conditions.

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

DEFINITIONS

In this announcement, unless the context otherwise requires, the following words and expressions shall have the following meanings when used herein:

“Board”	the board of Directors
“Business Day(s)”	days on which licensed banks in Hong Kong are open for business during their normal business hours (other than Saturdays, Sundays and public holidays)
“Company”	Wisdom Wealth Resources Investment Holding Group Limited, a company incorporated in Bermuda with limited liability, the issued Shares of which are listed on the Stock Exchange
“connected persons”	has the meanings as ascribed thereto under the Listing Rules
“Directors”	the directors of the Company
“Funding Agreement”	the funding agreement dated 17 December 2024 and entered into between the Company and the Lender
“Group”	the Company and its subsidiaries
“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 the Company and its connected persons
“Lender”	El Salvor Economy, Trade and Culture Office Limited, a company incorporated in Hong Kong with limited liability
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange

“Restructuring”	the restructuring plan of the Company
“Resumption”	the resumption of trading in the Shares on the Stock Exchange
“Shareholders”	holders of the issued Shares
“Share(s)”	ordinary share(s) of HK\$0.2 each in the share capital of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Takeovers Code”	The Hong Kong Codes on Takeovers and Mergers
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“%”	per cent.

By order of the Board
Wisdom Wealth Resources Investment Holding Group Limited
Xu Shiping
Chairman

Hong Kong, 17 December 2024

As at the date of this announcement, the Board comprises two executive Directors, namely, Mr. Xu Shiping and Mr. Huang Lei; and three independent non-executive Directors, namely, Mr. Zheng Zhaojun, Mr. Wang Ning and Mr. Chan Kwong On.