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ROYALE HOME HOLDINGS LIMITED

皇朝家居控股有限公司*

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 1198)

CONNECTED TRANSACTION ESTABLISHMENT OF FUND PARTNERSHIP

FUND PARTNERSHIP AGREEMENT

The Board is pleased to announce that, on 20 July 2021, SCVI (as the General Partner) has entered into the Fund Partnership Agreement with GDKU, GZEI, GZTI, Wanlibao and Science City (as Limited Partners) for the establishment of the Fund Partnership.

The Fund Partnership focuses on the “Main Areas of Industrial and Informatisation High Quality Development of Guangzhou*” (廣州市工業和信息化高質量發展主要產業領域) and prioritises its support to strategic industries identified by the government, primarily investing in areas including new generation information technology and biology and health etc..

LISTING RULES IMPLICATIONS

As at the date of this announcement, Science City is a controlling shareholder of the Company and is, through SCHK and parties acting in concert with it, interested in 1,945,391,280 Shares, representing 74.86% of the issued share capital of the Company. Hence, Science City and its associates (including SCVI, and GZTI who is considered to be a connected person) are connected persons of the Company and the establishment of the Fund Partnership constitutes a connected transaction of the Company under Chapter 14A of the Listing Rules.

As one or more of the applicable percentage ratios (as defined in the Listing Rules) in respect of the establishment of the Fund Partnership are more than 0.1% but all are less than 5%, the establishment of the Fund Partnership constitutes a connected transaction of the Company, and is subject to reporting and announcement requirements, but is exempted from circular and independent shareholders' approval requirements under Chapter 14A of the Listing Rules.

INTRODUCTION

The Board is pleased to announce that, on 20 July 2021, SCVI (as the General Partner) has entered into the Fund Partnership Agreement with GDKU, GZEI, GZTI, Wanlibao and Science City (as Limited Partners) for the establishment of the Fund Partnership.

The Fund Partnership focuses on the “Main Areas of Industrial and Informatisation High Quality Development of Guangzhou*” (廣州市工業和信息化高質量發展主要產業領域) and prioritises its support to strategic industries identified by the government, primarily investing in areas including new generation information technology and biology and health etc..

FUND PARTNERSHIP AGREEMENT

Major terms of the Fund Partnership Agreement are set out below:

- Date** : 20 July 2021 (after trading hours)
- Parties** : 1. SCVI (as the General Partner);
2. GDKU (as a Limited Partner);
3. GZEI (as a Limited Partner);
4. GZTI (as a Limited Partner);
5. Wanlibao (as a Limited Partner); and
6. Science City (as a Limited Partner).

As at the date of this announcement, Science City holds 100% of the equity interest in SCVI, SCVI is therefore a connected person of the Company under Chapter 14A of the Listing Rules.

As at the date of this announcement, GZTI is an employees' incentive platform SCVI, it is therefore considered to be a connected person of the Company under Chapter 14A of the Listing Rules.

As at the date of this announcement, Science City is a controlling shareholder of the Company and is, through SCHK and parties acting in concert with it, interested in an aggregate of 1,945,391,280 Shares (representing approximately 74.86% of the issued share capital of the Company). Hence, Science City is a connected person of the Company under Chapter 14A of the Listing Rules.

To the best of the knowledge, information and belief of the Directors having made all reasonable enquiry, each of GDKU, GZEI and its ultimate beneficial owner(s) are Independent Third Parties.

Purpose of the Fund Partnership : Engage in equity investment and mergers and acquisitions activities permitted by national laws in the PRC, protect the partnership rights of all Partners, and invest in high-quality companies with unique competitive advantages in the fields of new generation information technology and biology and health etc., and realise investment return by the listing or disposal of the same after integration and value enhancement.

Scope of the Fund Partnership : Focuses on the “Main Areas of Industrial and Informatisation High Quality Development of Guangzhou*” (廣州市工業和信息化高質量發展主要產業領域) and prioritises its support to strategic industries identified by the government, primarily investing in areas including new generation information technology and biology and health etc..

The Fund Partnership may make investments through the establishment of sub-funds.

Investment term : The investment term of the Fund Partnership is eight (8) years. The first four (4) years shall be the investment period (the “**Investment Period**”) and the last four (4) years shall be the return period during which the Fund Partnership shall not make any further external investment (the “**Return Period**”). A full exit from the investments shall be realised during the Return Period and the Fund Partnership may be liquidated prior to the expiry of the Return Period with the consent of the Investment Manager. The Investment Period or Return Period may be extended with the unanimous consent of all Partners. The funds arising from investment return and non-investment income arising from other means shall not be re-invested.

Term of the Fund Partnership and operation : The term of the Fund Partnership is ten (10) years. If a full exit from the investments does not occur three (3) months prior to the expiry of the Return Period, the term of the Fund Partnership may be extended for two (2) years upon the proposal of the Investment Manager and with unanimous consent at the Partners’ Meeting. The term of the Fund Partnership shall only be extended once, and in no event shall the term exceed ten (10) years after such extension. In the event that the extension of the term of the Fund Partnership is not approved at the Partners’ Meeting, the Investment Manager shall actively liquidate the assets of the Fund Partnership on the basis of maximising the interest of the Fund Partnership.

Capital contribution, means and duration of contribution :

The total committed capital contribution of RMB210 million shall be made in cash by all Partners to the Fund Partnership. Under consensus of all Partners, the committed capital contribution to be made by each Partner is set out below:

Name of Partner	Type	Capital Contribution Commitments (RMB' million)	Contribution Ratio (%)	Duration of Contribution
SCVI	General Partner	2.00	0.95	By 31 December 2022
GZEI	Limited Partner	40.00	19.05	By 31 December 2022
Science City	Limited Partner	120.00	57.14	By 31 December 2022
GZTI	Limited Partner	1.00	0.48	By 31 December 2022
GDKU	Limited Partner	10.00	4.76	By 31 December 2022
Wanlibao	Limited Partner	37.00	17.62	By 31 December 2022
Total		210.00	100.00	

Capital contribution shall be made to the Fund Partnership within two (2) years from obtaining the approval of the supervising authorities, after which GZEI shall not be obliged to fulfil its outstanding capital contribution commitments.

All Partners except GZEI shall make their capital contributions to the Fund Partnership within 10 days from the issue of a call notice by the Investment Manager. Upon the payment in full of the capital contribution by other Partners, the Investment Manager may apply to GZEI with proof of capital contribution of other Partners for capital contribution, GZEI shall then make capital contribution within 15 days after the receipt of the same subject to the sufficiency of funds of GZEI and in accordance with the Implementation and Administrative Measures on Industrial and Informatisation Development Funds of Guangzhou* (廣州市工業和信息化發展基金管理實施細則).

The respective committed capital contribution to the Fund Partnership was determined after arm's length negotiation between the Partners with reference to the Fund Partnership's strategies, the expected capital requirements of the Fund Partnership, relevant rules and regulations in the PRC (including but not limited to the Administrative Measures on the Management of Industrial and Informatisation Development Funds in Guangzhou* (廣州市工業和信息化發展基金管理辦法)) and the Partners' proportionate interests in the Fund Partnership. The Group intends to use its internal resources to fund its capital contribution.

- Custodian** : The Fund Partnership shall appoint a commercial bank in the PRC having the requisite qualifications as custodian of the fund assets.
- Management fee** : The annual management fee during the Investment Period (and any extension period) is charged at 2.0% of the paid-in capital contribution, and the annual management fee during the Return Period (not including any extension period) is charged at 2.0% of the investment principal that has not been recovered. GZTI (being an employee's incentive platform of the Investment Manager) is exempt from any management fee. No management fee shall be charged during liquidation of the Fund Partnership. Such fee shall be paid by the Fund Partnership to the Investment Manager.
- Profit distribution** : Each of the Distributable Funds obtained during the term of the Fund Partnership (net of tax withheld or deducted) shall be distributed in cash or such other means as agreed by the Partners within 30 days in accordance with the following principles and priority:
- (1) distribution shall be made to the Partners in proportion to the paid-in capital contribution until they recover all their respective paid-up capital contribution;

- (2) if there is any remaining amount, the Premium shall be distributed to and between the Investment Manager and all Partners in accordance with the following proportion (should the Investment Manager and General Partner be the same entity, the return to the General Partner shall be neglected):
- (i) when the annualized rate of return of the Fund Partnership is below 10%, distribution shall be made to the Partners in proportion to their paid-in capital contribution to the Fund Partnership and the Investment Manager shall not be entitled to any performance reward; and
 - (ii) when the annualized rate of return of the Fund Partnership is above 10% (inclusive), GZTI shall be entitled to a distribution in proportion to its paid-in capital contribution (the “**Special LP Distribution**”) and, the Investment Manager shall be entitled to 20% of the Premium after deducting the Special LP Distribution as performance reward (the “**Commission**”). The remaining 80% of the Premium after deducting the Commission and Special LP Distribution shall be distributed to the Partners (except GZTI) in proportion to their paid-in capital contribution.

The Commission shall be distributed to and amongst the General Partner and GZTI in the proportion of 60% and 40%, respectively.

Fund Partnership management : The General Partner is entitled to act in the name of the Fund Partnership and is responsible for the management of the Fund Partnership.

Except as specified in the Fund Partnership Agreement, the Limited Partners shall not intervene the investment and exit decisions of the Fund Partnership.

Partners' meetings : The Partners' Meeting comprises of the participation of all Partners. The Partners' Meeting shall be convened at least annually and chaired by the Investment Manager, failing which, Limited Partners representing one-third (1/3) of the capital contribution may convene and hold a Partners' Meeting. At the Partners' Meeting, the Partners shall exercise their voting rights in proportion to their paid-in capital contributions.

Matters to be discussed at the Partners' Meeting shall be considered and approved as a resolution by the Partners representing more than two-thirds (2/3) of the actual capital contribution made by the Partners, except for other matters as stipulated in the Fund Partnership Agreement that require unanimous consent of the Partners.

Investment decision committee : The investment and exit decision of the Fund Partnership is made independently by the investment decision committee established by the Fund Partnership, and such investment or exit decisions shall be final and conclusive. The investment decision committee is comprised of five (5) members, of which three (3) members shall be nominated by the Investment Manager, one (1) member shall be nominated by Wanlibao and one (1) member shall be nominated by GZEI.

All investment proposals to be submitted to the investment decision committee or relevant empowered authority of the Fund Partnership in relation to investment shall be submitted to GZEI seven (7) business days in advance for compliance vetting. GZEI is entitled to a veto right to reject any investment proposal which is suspected to have contravened any laws or regulations (including the Implementation and Administrative Measures on Industrial and Informatisation Development Funds of Guangzhou* (廣州市工業和信息化發展基金管理實施細則) and Disclosure Guidelines on Industrial and Informatisation Development Funds of Guangzhou* (廣州市工業和信息化發展基金申報指南)) or falls into the investment restrictions and scope of restricted operations under the Fund Partnership Agreement.

Decisions on investment projects shall be passed by a vote of four (4) out of five (5) (inclusive) members of the investment decision committee.

Share of loss : Should there be a loss upon the liquidation of the Fund Partnership, the capital contribution of the General Partner shall be first applied to settle such loss, then the remaining loss shall be borne by the other Partners in proportion to their respective capital contributions.

The Fund Partnership shall not conduct any external debt financings. The liabilities of the Fund Partnership shall only include employees' remunerations (if any), tax payable, bonus payable and other payables, but not external short-term or long-term loans in any form. The above-mentioned liabilities of the Fund Partnership shall be first settled by the assets of the Fund Partnership. If the assets of the Fund Partnership are insufficient to satisfy such liabilities, the Limited Partners shall be liable to the extent of their capital contribution commitments and the General Partner shall bear unlimited liability.

Transfer of interest in the Fund Partnership : With the consent of the Investment Manager, the Limited Partners may transfer their interests in the Fund Partnership upon which the other Partners shall enjoy a right of first refusal to acquire such interest on the basis of equal terms.

GZEI may exercise an option of exit where a transferee is willing to take up its interest in the Fund Partnership, subject to the right of refusal of the other Partners to have such interest transferred to them. Upon exit, GZEI shall be entitled to a distribution of the realised profits of the Fund Partnership in proportion to its capital contribution. The exit of GZEI shall be in accordance with the following principles:

- (i) for paid-in capital contribution of GZEI for three (3) years or less, the transfer price shall be determined with reference to its paid-in capital contribution;

- (ii) for paid-in capital contribution of GZEI for more than three (3) years but within five (5) years (inclusive), if the accumulated paid-out distribution is higher than or equals to the return equivalent to the rate of return of national bonds of savings nature for the same period during which GZEI holds interest in the Fund Partnership for an amount equivalent to the paid-in capital contribution (the “**Reference Return**”), the transfer price shall be determined with reference to its paid-in capital contribution; if the accumulated distribution is less than the Reference Return, the transfer price shall not now lower than the sum of the paid-in capital contribution of GZEI and the difference between the Reference Return and accumulated distribution; and
- (iii) for paid-in capital contribution of GZEI for more than five (5) years, the transfer price shall be determined by market mechanism with reference to public treasury principles and the operation needs of GZEI.

In the event of the occurrence of the events below, GZEI is entitled to exit or transfer its interest in the Fund Partnership to the other Partners or any other person(s) without the consent of other Partners (and it shall not be legally liable):

- (i) failure to complete establishment, registration and filing procedures for the Fund Partnership in accordance with the specified procedures within one (1) year after the approval of establishment from supervising authorities;
- (ii) failure of the Fund Partnership to commence investment within one (1) year after GZEI paying in capital contribution into the account of the Fund Partnership;
- (iii) the investment scope and direction of the Fund Partnership is inconsistent with policy targets;
- (iv) the Fund Partnership does not invest in accordance with the provisions of the Fund Partnership Agreement;

- (v) any material change to the Investment Manager or its management team; and
- (vi) other circumstances.

Except as specified in the Fund Partnership Agreement or relevant laws and regulations, the General Partner shall not transfer its interest in the Fund Partnership or request an exit therefrom.

REASONS FOR AND BENEFITS OF ENTERING INTO THE FUND PARTNERSHIP AGREEMENT

The Company considers that the establishment of the Fund Partnership represents an attractive opportunity for the Company to make investment in new generation information technology and biology and health areas etc.. The Fund Partnership focuses on high-quality enterprises possessing unique competitive advantages in the new generation information technology and biology and health areas etc., which are fast-growing areas having an optimistic potential of development. In addition, the scope of investment of the Fund Partnership principally includes the “Main Areas of Industrial and Informatisation High Quality Development of Guangzhou*” (廣州市工業和信息化高質量發展主要產業領域), which are generally areas identified by the governmental as key areas of development strategically, and to be supported with relevant policies. The Company is therefore optimistic that through the participation in the Fund Partnership, and in view of the state-owned background of the Investment Manager and Science City, the Company will be able to obtain favourable investment return through market oriented operation and management of the Fund Partnership.

One of the Limited Partners, GZEI, is an investment platform established and developed by the government for the purpose of promoting industrial development. It is entrusted to manage government guide funds under various governmental departments. In order to comply with requirements relating to government investment and funds management, the Fund Partnership was established and the terms of the Fund Partnership Agreement were prepared in compliance with the “Administrative Measures on the Management of Industrial and Informatisation Development Funds in Guangzhou”* (《廣州市工業和信息化發展基金管理辦法》). The Company considers that the participation of government guide fund in the Fund Partnership represents an indication of the support from the government of the scope of investment and direction of the Fund Partnership. The Company is also confident that the investment objective and target of the Fund Partnership are consistent with the development plan announced and promoted by the government, which would enable the Fund Partnership to ride on the future trend of development in digital economy and informatisation. In such regard, the Company as an investor would benefit by harvesting the fruits of such investments.

The Directors (including all independent non-executive Directors) are of the view that although the establishment of the Fund Partnership is not in the ordinary and usual course of business of the Group, the terms of the Fund Partnership Agreement are fair and reasonable, on normal or better commercial terms and in the interests of the Company and the Shareholders as a whole.

As (1) Mr. Yang Jun, Mr. Wu Zhongming, Mr. Wu Dingliang, Ms. Qin You and Mr. Liu Zhijun hold positions within the Science City Group; and (2) Mr. Tse is a person acting in concert with SCHK (a direct wholly-owned subsidiary of Science City) pursuant to the Concert Group Agreement, each of the above-mentioned Directors are deemed to have material interest in and have therefore abstained from voting on the resolutions of the Board approving the Fund Partnership Agreement and the transactions contemplated thereunder.

INFORMATION ON THE PARTIES

Information on the Company and the Group

The Company is incorporated in the Cayman Islands with limited liability. The Group is principally engaged in the manufacture and sale of furniture and trading of commodities.

Information on GDKU

GDKU is a company established in the PRC with limited liability and is principally engaged in investment holding. Its ultimate beneficial owner is Shi Hequn (史合群).

Information on GZEI

GZEI is a company established in the PRC with limited liability and is principally engaged in fund investment and proprietary investment. Its ultimate beneficial owner is the State-owned Assets Supervision and Administration Commission of Guangzhou. GZEI is an investment platform established and developed by the government for the purpose of promoting industrial development, which is entrusted to manage government guide funds under various governmental departments.

Information on GZTI

GZTI is a limited partnership established in the PRC, which is an employees' incentive platform of SCVI principally engaged in investments, and the beneficial interest in which is held by the employees of SCVI.

Information on Science City

Science City is a company established in the PRC with limited liability on 21 August 1984 and a controlling shareholder of the Company. The ultimate beneficial owner of Science City is the State-owned Assets Supervision and Administration Commission of the State Council (國務院國有資產監督管理委員會). It is principally engaged in construction, real estate development, and property management businesses in the PRC.

Information on SCVI

SCVI is a company established in the PRC with limited liability and an direct wholly-owned subsidiary of Science City. It is principally engaged in capital market services.

Information on Wanlibao

Wanlibao is a company established in the PRC with limited liability and an indirect wholly-owned subsidiary of the Company. It is principally engaged in investment holding.

LISTING RULES IMPLICATIONS

As at the date of this announcement, Science City is a controlling shareholder of the Company and is, through SCHK and parties acting in concert with it, interested in 1,945,391,280 Shares, representing 74.86% of the issued share capital of the Company. Hence, Science City and its associates (including SCVI, and GZTI who is considered to be a connected person) are connected persons of the Company and the establishment of the Fund Partnership constitutes a connected transaction of the Company under Chapter 14A of the Listing Rules.

As one or more of the applicable percentage ratios (as defined in the Listing Rules) in respect of the establishment of the Fund Partnership are more than 0.1% but all are less than 5%, the establishment of the Fund Partnership constitutes a connected transaction of the Company, and is subject to reporting and announcement requirements, but is exempted from circular and independent shareholders' approval requirements under Chapter 14A of the Listing Rules.

DEFINITIONS

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

“acting in concert”	has the meaning ascribed to it under the Takeovers Code;
“associate(s)”	has the meaning ascribed to it in the Listing Rules;
“Board”	the board of Directors;

“Charming Future”	Charming Future Holdings Limited, a beneficial owner of 209,768,922 Shares, representing 8.07% of the issued share capital of the Company as at the date of this announcement and is wholly-owned by Mr. Tse. It is deemed to be interested in 1,945,391,280 Shares, representing 74.86% of the issued share capital of the Company pursuant to the Concert Group Agreement
“Company”	Royale Home Holdings Limited, a company incorporated in the Cayman Islands with limited liability and the issued Shares of which are listed on the Main Board of the Stock Exchange;
“Concert Group”	SCHK, Mr. Tse, Leading Star, Crisana and Charming Future;
“Concert Group Agreement”	the concert group agreement dated 24 May 2019 entered into amongst SCHK, Mr. Tse, Leading Star, Crisana and Charming Future;
“connected person(s)”	has the meaning ascribed to it in the Listing Rules;
“controlling shareholder”	has the meaning ascribed to it in the Listing Rules;
“Crisana”	Crisana International Inc., a beneficial owner of 165,840,120 Shares, representing 6.38% of the issued share capital of the Company as at the date of this announcement, and is wholly-owned by Mr. Tse. It is deemed to be interested in 1,945,391,280 Shares, representing 74.86% of the issued share capital of the Company pursuant to the Concert Group Agreement;
“Directors”	the directors of the Company;
“Distributable Funds”	fund assets distributable to the Partners and which may not be or is not required to be utilized towards investment or other payments, including realised Net Profit and return;
“Fund Partnership”	a limited partnership enterprise to be established in the PRC under the name “Guangzhou Technology and Innovation Ruixiang No. One Venture Investment Fund Partnership Enterprise (Limited Partnership)*” (廣州科創瑞祥壹號創業投資基金合夥企業(有限合夥)) under the Fund Partnership Agreement;

“Fund Partnership Agreement”	the fund partnership agreement dated 20 July 2021 entered into between SCVI (as the General Partner), GDKU, GZEI, GZTI, Wanlibao and Science City (as Limited Partners) for the establishment of the Fund Partnership;
“GDKU”	Guangdong Kehu Investment Co., Ltd.* (廣東科虎投資有限公司), a company established in the PRC with limited liability and a Limited Partner;
“General Partner”	the general partner of the Fund Partnership, namely SCVI, who is also the Investment Manager;
“Group”	the Company and its subsidiaries;
“GZEI”	Guangzhou Emerging Industry Development Fund Management Co., Ltd.* (廣州市新興產業發展基金管理有限公司), a company established in the PRC with limited liability and a Limited Partner;
“GZTI”	Guangzhou Technology and Innovation Ruixiang Venture Investment Partnership (Limited Partnership)* (廣州科創瑞祥風險投資合夥企業(有限合夥)), a limited partnership established in the PRC, being an employees’ incentive platform of SCVI and who is also a Limited Partner;
“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)”	persons(s) who is(are) independent of and not connected with the Company or its connected persons;
“Investment Manager”	the investment manager of the Fund Partnership, namely SCVI, who is also the General Partner, responsible for the investment management and operation of the Fund Partnership;
“Leading Star”	Leading Star Global Limited, a company wholly-owned by Mr. Tse as at the date of this announcement and the direct beneficial owner of 51,971,227 Shares, representing 2.00% of the issued share capital of the Company as at the date of this announcement. It is deemed to be interested in 1,945,391,280 Shares, representing 74.86% of the issued share capital of the Company pursuant to the Concert Group Agreement;

“Limited Partner(s)”	the limited partners of the Fund Partnership, namely GDKU, GZEI, GZTI, Wanlibao and Science City, and a “Limited Partner” shall refer to any one of them;
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange;
“Mr. Tse”	Mr. Tse Kam Pang, being the chairman of the Company and an executive Director, and the direct beneficial owner of 282,948,047 Shares, representing 10.89% of the issued share capital of the Company as at the date of this announcement. He is also deemed to be interested in the 1,945,391,280 Shares, representing 74.86% of the issued share capital of the Company pursuant to the Concert Group Agreement;
“Net Profit”	the income of the Fund Partnership net of expenses, charges and taxation, subject to the treatment under the administrative measures on the auditing of partnership enterprises;
“Partner(s)”	the partner(s) of the Fund Partnership, namely SCVI, GDKU, GZEI, GZTI, Wanlibao and Science City, and a “Partner” shall refer to any one of them;
“Partners’ Meeting”	a meeting of all the Partners;
“PRC”	the People’s Republic of China;
“Premium”	the portion of Distributable Funds exceeding the paid-in capital contribution of the Partners, to be distributed amongst the Investment Manager and all Partners;
“RMB”	Renminbi, the lawful currency of the PRC;
“SCHK”	Science City (Hong Kong) Investment Co. Limited, a direct wholly-owned subsidiary of Science City and the direct beneficial owner of 1,234,862,964 Shares, representing 47.52% of the issued share capital of the Company as at the date of this announcement. It is deemed to be interested in 1,945,391,280 Shares, representing 74.86% of the issued share capital of the Company pursuant to the Concert Group Agreement;

“Science City”	Science City (Guangzhou) Investment Group Co., Ltd.* (科學城(廣州)投資集團有限公司), a company established in the PRC with limited liability on 21 August 1984 and a controlling shareholder of the Company. The ultimate beneficial owner of Science City is the State-owned Assets Supervision and Administration Commission of the State Council (國務院國有資產監督管理委員會);
“Science City Group”	Science City and its associates, but excluding the Group;
“SCVI”	Guangzhou Science City Venture Investment Management Co., Ltd.* (廣州科學城創業投資管理有限公司), an direct wholly-owned subsidiary of Science City and the General Partner and the Investment Manager;
“Share(s)”	ordinary share(s) of HK\$0.10 each in the share capital of the Company;
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“Takeovers Code”	the Codes on Takeovers and Mergers and Share Buy-backs approved by the Securities and Futures Commission as amended from time to time;
“Wanlibao”	Guangzhou Wanlibao Trading Co., Ltd.* (廣州萬利寶貿易有限公司), a company established in the PRC with limited liability and an indirect wholly-owned subsidiary of the Company, who is also a Limited Partner; and
“%”	per cent.

By order of the Board
Royale Home Holdings Limited
Tse Kam Pang
Chairman and Executive Director

Hong Kong, 20 July 2021

As at the date of this announcement, the Board comprises two executive directors, namely, Mr. Tse Kam Pang (Chairman) and Mr. Yang Jun; four non-executive directors, namely, Mr. Wu Zhongming, Mr. Wu Dingliang, Ms. Qin You and Mr. Liu Zhijun; and three independent non-executive directors, namely, Mr. Lau Chi Kit, Mr. Yue Man Yiu Matthew and Mr. Chan Wing Tak Kevin.

* for identification purpose only