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廣州富力地產股份有限公司
GUANGZHOU R&F PROPERTIES CO., LTD.*

(a joint stock limited company incorporated in the People's Republic of China with limited liability)
(Stock code: 2777)

DISCLOSEABLE TRANSACTION

**DISPOSAL OF THE SHARES AND LOANS OF THE TARGET COMPANY
TO THE SECOND BUYER**

UPON FIRST BUYER OPTION COMPLETION

AND

GRANT OF PUT OPTION TO AND CALL OPTION FROM THE SECOND BUYER

References are made to the Company's announcements dated 14 March 2022 and 2 September 2022. On 2 September 2022, the Seller (an indirect wholly-owned subsidiary of the Company) exercised the Repurchase Option to repurchase from the First Buyer the entire issued share capital of the Target Company and all the shareholder's loan owing by the Target Group to the First Buyer at the First Buyer Option Consideration. To facilitate the First Buyer Option Completion, on 3 October 2022, the Seller secured the Bridging Loan from the Second Buyer, and on 5 October 2022, the Seller and the Warrantors entered into the Second SPA with the Second Buyer, pursuant to which the Seller will, immediately following the First Buyer Option Completion, dispose the Repurchased Shares and assign the Repurchased Loans to the Second Buyer at a total consideration of £ 108,163,798.52, subject to Adjustment.

Given that the entire equity interest in the Target Company will be transferred to the Second Buyer immediately following the First Buyer Option Completion, the Target Company and its subsidiaries will not be consolidated as subsidiaries of the Company in the consolidated financial statements of the Company immediately following the First Buyer Option Completion.

Pursuant to the Second SPA, the Seller will receive a Power of Attorney from the Second Buyer with full powers and rights as the Second Buyer's agent to sell the Target Group and/or the Development within nine months from the Second Completion Date, and the Seller will be entitled to the Net Surplus of the sale proceeds of such sale. During such period of nine months, the Seller shall at its own costs and expenses assist the Second Buyer to manage and operate the Target Group.

In addition, R&F (HK) entered into the Put Option Agreement and the Call Option Agreement with the Second Buyer on 5 October 2022, pursuant to which R&F (HK) has granted the Put Option to the Second Buyer and the Second Buyer has granted the Call Option to R&F (HK), respectively. Details of the Put Option and the Call Option are set out under the paragraphs headed "The Second Disposal – The Put and Call Options" in this announcement.

As the highest of the applicable percentage ratios (as defined in Rule 14.07 of the Listing Rules) exceeds 5% but is less than 25%, each of the Second Disposal and the grant of the Put Option (the exercise of which is at the discretion of the Second Buyer) constitutes a discloseable transaction for the Company and is subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

THE SECOND DISPOSAL

References are made to the Company's announcements dated 14 March 2022 and 2 September 2022. On 2 September 2022, the Seller (an indirect wholly-owned subsidiary of the Company) exercised the Repurchase Option to repurchase from the First Buyer the entire issued share capital of the Target Company and all the shareholder's loan owing by the Target Group to the First Buyer at the First Buyer Option Consideration. To facilitate the First Buyer Option Completion, on 3 October 2022, the Seller secured the Bridging Loan from the Second Buyer, and on 5 October 2022, the Seller and the Warrantors entered into the Second SPA with the Second Buyer, pursuant to which the Seller will, immediately upon the First Buyer Option Completion, dispose the Repurchased Shares and assign the Repurchased Loans to the Second Buyer at a total consideration of £ 108,163,798.52, subject to Adjustment.

Both the First Buyer Option Completion and the Second Completion have taken place on the date of this announcement.

Principal terms of the Second SPA

Summarised below are the principal terms of the Second SPA:

Date

5 October 2022

Parties

- (1) Big Brilliance Limited (the Seller) as the seller;
- (2) R&F Properties (HK) Company Limited as a warrantor;
- (3) Dr. Li Sze Lim as a warrantor;
- (4) Mr. Zhang Li as a warrantor; and
- (5) Flow Capital SPC acting on behalf of and for the account of Flow Capital SP II (the Second Buyer) as the buyer.

Subject matter

Pursuant to the Second SPA, the Seller will, immediately upon the First Buyer Option Completion, dispose the Repurchased Shares and assign the Repurchased Loans to the Second Buyer.

Given that the entire equity interest in the Target Company will be transferred to the Second Buyer immediately following the First Buyer Option Completion, the Target Company and its subsidiaries will not be consolidated as subsidiaries of the Company in the consolidated financial statements of the Company immediately following the First Buyer Option Completion and the Second Completion.

Consideration and payment terms

The Second Disposal Consideration of £ 108,163,798.52 (equivalent to approximately HK\$969,688,454), subject to Adjustment, comprises the following:

- (a) the total consideration payable by the Second Buyer to the Seller for the Repurchased Shares in the sum of £ 2; and
- (b) the total consideration payable by the Second Buyer to the Seller for the assignment of the Repurchased Loans in the sum of £ 108,163,796.52.

Pursuant to the Second SPA, payment of the Second Disposal Consideration is satisfied by the Second Buyer setting-off the Bridging Loan owed by the Seller to the Second Buyer against the Second Buyer's obligation to pay the Second Disposal Consideration to the Seller.

The Second Disposal Consideration was determined after arm's length negotiations with reference to, among other things, the First Buyer Option Consideration and the factors set out in the section headed "Reasons for and benefits of entering into the Second SPA, the Put Option Agreement and the Call Option Agreement" in this announcement.

Adjustment to the Second Disposal Consideration

- (a) The Seller must within two business days of demand from the Second Buyer (which may be given at any time), pay to the Second Buyer the amount of any actual or contingent liability of any member of the Target Group as at Second Completion, as notified by the Second Buyer to the Seller at any time after Second Completion, and such payment shall be deemed as an adjustment and reduction to the Second Disposal Consideration.
- (b) The Seller shall arrange for the audit of the pro forma consolidated accounts of the Target Group for the period from 1 January 2022 up to and including the Second Completion Date at its own costs and expenses and deliver such audited accounts to the Second Buyer within 60 days from the Second Completion Date. All liabilities of the Target Group, actual or contingent, accrued or deferred, as at the close of business of the Second Completion Date as shown in such audited accounts, other than the shareholder's loans owing by the Target Group to be assigned to the Second Buyer under the Second Disposal, shall be solely borne and paid by the Seller (and reimbursed to the Second Buyer if the Second Buyer has settled the same) ((a) and (b) collectively, the "**Adjustment**").

Net Surplus from Authorised Sale under the Power of Attorney

Pursuant to the Second SPA, the Seller will receive a Power of Attorney from the Second Buyer with full powers and rights as the Second Buyer's agent to sell the Target Group and/or the Development within nine months from the Second Completion Date. The Seller shall be entitled to, at its own costs and expenses, exercise the powers and rights under the Power of Attorney to sell the Target Group and/or the Development (as agent on behalf of the Second Buyer) (the "**Authorised Sale**"), provided that, among other things, the consideration of such sale must exceed the minimum price as determined in accordance with the Second SPA and the completion of the Authorised Sale must take place on or before nine months from the Second Completion Date.

During the period of nine months from the Second Completion Date, the Seller shall at its own costs and expenses assist the Second Buyer to manage and operate the Target Group.

In the event of a successful Authorised Sale, the Seller will be entitled to the net surplus of the sale proceeds of such sale (the "**Net Surplus**"), being the amount of the gross sale proceeds of the Authorised Sale actually received, after deduction of the Second Disposal Consideration, an amount representing a guaranteed return to the Second Buyer in accordance with the Second SPA, and the costs, expenses and liabilities in respect of the Target Group and those arising from the Authorised Sale to be borne by the Seller.

The Put and Call Options

On 5 October 2022, R&F (HK) and the Second Buyer have entered into the Put Option Agreement, pursuant to which the Second Buyer will have the option to, at any time during the period of 12 months commencing from the date of the Put Option Agreement, require R&F (HK) to purchase the Option Shares and the Option Loans at the Option Consideration (the “**Put Option**”), by giving a written notice to R&F(HK). On the same day, R&F (HK) and the Second Buyer have entered into the Call Option Agreement, pursuant to which R&F (HK) will have the option to, at any time during the period of nine months commencing from the date of the Call Option Agreement, require the Second Buyer to sell and assign the Option Shares and the Option Loans at the Option Consideration (the “**Call Option**”), by giving a written notice to the Second Buyer. Completion of the sale and purchase of the Option Shares and the Option Loans shall take place within five business days after the date of written notice relating to an exercise of the Put Option or the Call Option (as the case may be).

The Option Consideration was determined after arm’s length negotiations with reference to, among other things, the market value of the Development and the development potential of the Development.

The Company currently expects to fund the Option Consideration, where required, by the Group’s internal resources and/or external financings to be obtained by the Group from independent third party(ies).

Conditions precedent

The Second Completion shall be subject to the satisfaction of the conditions precedent (and/or waiver, if applicable) as more particularly set out in the Second SPA, including without limitation, the following:

- (a) completion of business, financial, legal, environmental and tax due diligence on the Target Group and the Development to the satisfaction of the Second Buyer;
- (b) the First Buyer Option Completion having been consummated;
- (c) evidence satisfactory to the Second Buyer that as at Second Completion, the Target Group and the freehold and leasehold land properties in relation to the Development shall be free from any encumbrances;
- (d) there has not been or occurred (1) any event or circumstance that occurred which causes or is reasonably likely to cause any material adverse change; (2) a change in the shareholding of the Seller; (3) a material breach of any warranty by the Seller; (4) a material breach of any undertakings in relation to the conduct of business of the Target Group by the Seller; (5) a material breach of any other transaction document by the Seller; or (6) an insolvency event suffered by any members of the Target Group, the Seller or the Warrantors;

- (e) delivery by the Seller to the Second Buyer a certificate in a form satisfactory to the Second Buyer and signed by the directors of the Seller certifying, confirming, representing and warranting that all of the conditions precedent have been satisfied and remain satisfied;
- (f) evidence satisfactory to the Second Buyer that the intermediary meanwhile use lease relating to the land at the Development between the Target Group as landlord and an affiliate of the First Buyer as tenant having been duly terminated and the tenant thereunder having duly delivered vacant possession of the properties demised under the lease to the Target Group; and
- (g) if applicable, the obtaining of all consents from any relevant government or regulatory authorities (including the Stock Exchange) or third parties which are necessary in connection with the execution and performance of the Second SPA and any of the transactions contemplated thereunder.

If the conditions precedent are not satisfied or waived in accordance with the Second SPA on or before 28 October 2022 (the “**End Date**”), then the Seller or the Second Buyer may at any time thereafter and before satisfaction or waiver of those conditions precedent, terminate the Second SPA by giving written notice to the other. Notwithstanding that, the Second Buyer may at any time change the End Date by notice given by the Second Buyer to the Seller.

Additional Obligations

The Warrantors, irrevocably and unconditionally, jointly and severally:

- (a) guarantee to the Second Buyer as principal obligor the due and punctual performance and observance by the Seller of all its obligations under the Second SPA; and
- (b) indemnify the Second Buyer against all losses, damages, costs and expenses incurred by the Second Buyer arising from any failure by the Seller to perform and/or observe any of its obligations under the Second SPA.

Completion

Both the First Buyer Option Completion and the Second Completion have taken place on the date of this announcement.

FINANCIAL EFFECT OF THE SECOND DISPOSAL AND USE OF PROCEEDS

Subject to final audit, as the Second Disposal is consummated at the Second Disposal Consideration which is equal to the First Buyer Option Consideration, it is expected that no gain or loss will be recorded by the Company as a result of the Second Completion.

The Board intends to apply the Net Surplus from any successful Authorised Sale to repay the Company's indebtedness and as general working capital of the Group.

REASONS FOR AND BENEFITS OF ENTERING INTO THE SECOND SPA, THE PUT OPTION AGREEMENT AND THE CALL OPTION AGREEMENT

The Company is optimistic about the prospects of the Development. By entering into the Second Disposal, the Group will have more time to assess further options to extract additional value from the Target Group. During the period of nine months after the Second Completion Date, the Group will continue to manage and operate the Target Group and will have full powers and rights to sell the Target Group and/or the Development as agent on behalf of the Second Buyer and will be entitled to the Net Surplus from such sale. Alternatively, the Group may exercise the Call Option to repurchase the Target Company, subject to the prevailing market conditions and availability of funds. The Company believes that the right to conduct an Authorised Sale under the Power of Attorney or to repurchase the Target Company pursuant to an exercise of the Call Option, as the case may be, provides flexibility to the Company and could potentially enable the Company to capture the upside gain from the development progress and prospects of the Development. The Company also takes the view that the grant of the Put Option to the Second Buyer is fair and reasonable as it could enhance the overall attractiveness of the transaction to the Second Buyer, and the Company believes that the value of the Development, depending on, among others, the property market in the United Kingdom and the status of the Development, can potentially exceed the Option Consideration.

Given that the terms of the Second SPA, the Put Option Agreement and the Call Option Agreement were concluded after arm's length negotiations and were on normal commercial terms, the Directors (including the independent non-executive Directors) consider that the Second Disposal and the grant of the Put Option and the Call Option was fair and reasonable and in the interests of the Company and the Shareholders as a whole.

INFORMATION ON THE TARGET COMPANY AND THE DEVELOPMENT

The Target Company is a company incorporated in England and Wales with limited liability and is principally engaged in investment holding. The Target Group is the legal and beneficial owner of the Development. The Development is a mixed-use scheme currently known as “Vauxhall Square” located at Vauxhall Square, Vauxhall, London, the United Kingdom, with planning consent for approximately 133,000 sqm gross floor area of mixed use development comprising residential, hotel and hostel, office, retail and leisure as approved under planning permission 15/05619/VOC and subsequent non-material amendment approvals. As at the date of this announcement, the construction of the Development has not commenced on the main site.

Set out below is the financial information of the Target Company for the years ended 31 December 2020 and 31 December 2021:

	For the year ended 31 December	
	2020	2021
	(audited)	(unaudited)
	£	£
Loss before and after taxation and extraordinary items	18,070	11,575

Based on the unaudited management accounts of the Target Company, the unaudited net asset value of the Target Company as at 30 September 2022 is approximately £ 71,664,547 (equivalent to approximately HK\$642,472,664).

Set out below is the financial information of the two subsidiaries of the Target Company, for the years ended 31 December 2020 and 31 December 2021:

Subsidiary 1:

	For the year ended 31 December	
	2020	2021
	(audited)	(unaudited)
	£	£
Loss before and after taxation and extraordinary items	13,364,934	16,334,571

Based on the unaudited management accounts of subsidiary 1, the unaudited net asset value of subsidiary 1 as at 30 September 2022 is approximately negative £ 43,703,122 (equivalent to approximately negative HK\$391,798,489).

Subsidiary 2:

	For the year ended 31 December	
	2020	2021
	(unaudited)	(unaudited)
	£	£
Loss before and after taxation and extraordinary items	Nil	Nil

Based on the unaudited management accounts of subsidiary 2, the unaudited net asset value of subsidiary 1 as at 30 September 2022 is approximately negative £4,723 (equivalent to approximately negative HK\$42,342).

INFORMATION ON THE PARTIES

The Second Buyer

Flow Capital SPC was incorporated in the Cayman Islands as an exempted company limited by shares and registered as a segregated portfolio company. Flow Capital SPC is an open-ended investment fund and Flow Capital SP II is a segregated portfolio established by Flow Capital SPC. Flow Capital SPC is principally engaged in investment holding. Flow Capital SPC has two classes of shares in issue, namely, participating shares and management shares. As at the date of this announcement, the participating shares with respect to Flow Capital SP II are owned by investors which comprise primarily professional investors, and the management shares are owned by FC Investment (BVI) Limited.

The investment manager of Flow Capital SPC is FC Investment (BVI) Limited. FC Investment (BVI) Limited is a business company incorporated in the British Virgin Islands as a company limited by shares. FC Investment (BVI) Limited is indirectly owned by Flow Capital (BVI) Limited.

To the best knowledge, information and belief of the Directors after making reasonable enquiries, the Second Buyer, its investment manager and their respective ultimate beneficial owners are Independent Third Parties.

The Seller, the Warrantors and the Group

The Seller is a direct wholly-owned subsidiary of R&F (HK) and is principally engaged in investment holding.

R&F (HK) is a direct wholly-owned subsidiary of the Company and is principally engaged in investment holding.

Dr. Li Sze Lim is a director and substantial shareholder of the Company interested in approximately 28.97% of the total share capital of the Company.

Mr. Zhang Li is a director and substantial shareholder of the Company interested in approximately 27.77% of the total share capital of the Company.

The Group is principally engaged in the development and sale of properties, property investment, hotel operations and other property development related services in the PRC.

LISTING RULES IMPLICATIONS

As the highest of the applicable percentage ratios (as defined in Rule 14.07 of the Listing Rules) exceeds 5% but is less than 25%, each of the Second Disposal and the grant of the Put Option (the exercise of which is at the discretion of the Second Buyer) constitutes a discloseable transaction for the Company and is subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

DEFINITIONS

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

“Adjustment”	has the meaning given to it under the paragraph headed “The Second Disposal – Adjustment to the Second Disposal Consideration” in this announcement
“associate(s)”	has the meaning ascribed to it under the Listing Rules
“Authorised Sale”	has the meaning given to it under the paragraph headed “The Second Disposal – Net Surplus from Authorised Sale under the Power of Attorney” in this announcement
“Bank Loan”	the HK\$835,000,000 term loan facility provided by a bank (an Independent Third Party) to the Target Group
“Bank Loan Amount at First Buyer Option Completion”	an amount equal in value to the total outstanding liabilities owing in respect of the Bank Loan as at First Buyer Option Completion as notified by the First Buyer to the Seller prior to First Buyer Option Completion
“Board”	the board of Directors
“Bridging Loan”	a loan facility of up to £109,000,000 advanced by the Second Buyer to the Seller on the terms and conditions of a loan agreement between them made on 3 October 2022 to enable the Seller to consummate the First Buyer Option Completion

“Call Option”	has the meaning given to it under the paragraph headed “The Second Disposal – The Put and Call Options” in this announcement
“Call Option Agreement”	the call option agreement entered between R&F(HK) and the Second Buyer in relation to the grant of the Call Option by the Second Buyer to R&F(HK)
“Company”	Guangzhou R&F Properties Co., Ltd.* (廣州富力地產股份有限公司), a joint stock company incorporated in the PRC with limited liability and the H shares of which are listed on the main board of the Stock Exchange (stock code: 2777)
“connected person(s)”	has the meaning ascribed to it under the Listing Rules
“Development”	a mixed use scheme currently known as “Vauxhall Square” located at Vauxhall Square, Vauxhall, London, the United Kingdom, with planning consent for approximately 133,000 sqm gross floor area of mixed use development comprising residential, hotel and hostel, office, retail and leisure as approved under planning permission 15/05619/VOC and subsequent non material amendment approvals
“Director(s)”	the director(s) of the Company
“End Date”	has the meaning given to it under the paragraph headed “The Second Disposal – Conditions precedent” in this announcement
“Far East”	Far East Consortium International Limited (遠東發展有限公司), a company incorporated in the Cayman Islands with limited liability, the shares of which are listed on the Main Board of the Stock Exchange (stock code: 35)
“First Buyer”	Next Talent Developments Limited, a company incorporated in the British Virgin Islands with limited liability, an indirect wholly-owned subsidiary of Far East
“First Buyer Option Completion”	completion of the sale and repurchase of the Repurchased Shares and the Repurchased Loans pursuant to the exercise of Repurchase Option by the Seller

“First Buyer Option Consideration”	<p>the sum of £ 106,610,353 (equivalent to approximately HK\$955,761,815) plus the total amount of all of the following costs and expenses:</p> <ul style="list-style-type: none"> (a) all costs, liabilities and expenses, including without limitation operating expenses, borne by the First Buyer and its affiliates related to or in connection with the Target Group and the transaction contemplated under the First SPA; (b) all costs, liabilities and expenses, including without limitation insurance, tax and legal expenses, incurred by the Target Group after First Completion; and (c) all costs, liabilities and expenses incurred or to be incurred by the First Buyer, its affiliates and the Target Company in relation to the prepayment or repayment of the Bank Loan, <p>and less an amount equal to the Bank Loan Amount at First Buyer Option Completion (for the avoidance of doubt, the Seller shall transfer the necessary amount to the Target Group’s bank account to enable the Target Group to repay the Bank Loan Amount at First Buyer Option Completion in full on First Buyer Option Completion)</p>
“First Completion”	completion of the First Disposal pursuant to the First SPA, which took place on 4 April 2022
“First Disposal”	the disposal of the entire issued share capital of the Target Company and the assignment of the shareholder’s loans due to the Seller and certain subsidiaries of the Company from the Target Group pursuant to the First SPA
“First SPA”	the sale and purchase agreement dated 14 March 2022 entered into between, among others, the Seller (as seller), the First Buyer (as buyer), R&F (HK) (as warrantor) and Dr. Li Sze Lim (as warrantor), as amended by an amendment agreement dated 4 April 2022 between the same parties and a second amendment agreement dated 5 October 2022 between the same parties, and as may be further amended or supplemented from time to time
“Flow Capital SPC”	Flow Capital SPC, an exempted company registered as a segregated portfolio company incorporated under the laws of Cayman Islands with limited liability, which is an Independent Third Party
“Group”	the Company and its subsidiaries

“HK\$”	Hong Kong dollar, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic China
“Independent Third Party(ies)”	third party(ies) which is(are) independent of the Company and its connected persons
“Intercompany Loans”	all amounts due to the Seller and certain subsidiaries of the Company from the Target Group as at the First Completion
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Net Surplus”	has the meaning given to it under the paragraph headed “The Second Disposal – Net Surplus from Authorised Sale under the Power of Attorney” in this announcement
“Option Consideration”	the sum of £ 108,163,798.52 (equivalent to approximately HK\$969,688,454) plus (i) an amount representing a guaranteed return to the Second Buyer, and (ii) the costs, expenses and liabilities in respect of the Target Group and those arising from the Second Disposal to be borne by the Seller
“Option Loans”	the shareholders’ loans in the total sum of £ 154,456,005 owing by the Target Group to the Second Buyer (which were assigned by the Seller to the Second Buyer on the Second Completion Date), and for the avoidance of doubt, excluding any loans that may be advanced by the Second Buyer to the Target Group after the Second Completion Date
“Option Shares”	the entire issued shares of the Target Company from time to time
“Power of Attorney”	a power of attorney to be granted by the Second Buyer in favour of the Seller on or after the Second Completion
“PRC”	the People’s Republic of China
“Put Option”	has the meaning given to it under the paragraph headed “The Second Disposal – The Put and Call Options” in this announcement
“Put Option Agreement”	the put option agreement entered between R&F(HK) and the Second Buyer in relation to the grant of the Put Option by R&F(HK) to the Second Buyer

“R&F (HK)”	R&F Properties (HK) Company Limited, a company incorporated in Hong Kong with limited liability, a direct wholly-owned subsidiary of the Company
“Repurchase Option”	the option exercisable by the Seller to repurchase the Repurchased Shares and require the assignment to it of all of the First Buyer’s benefits and interest in the Repurchased Loans for the First Buyer Option Consideration
“Repurchased Loans”	the First Buyer’s interest in the Intercompany Loans (as such Intercompany Loans may be amended, varied, novated, superseded or released by the First Buyer after the First Completion), excluding any loans as may be advanced by the First Buyer to the Target Group after the First Completion up to the First Buyer Option Completion
“Repurchased Shares”	100% of the then share capital of the Target Company transferred to the First Buyer pursuant to the First Disposal, and any other shares of the Target Company held by the First Buyer, as swapped, exchanged, capitalised or converted from the Intercompany Loans by the First Buyer after the First Completion up to the First Buyer Option Completion
“Second Buyer”	Flow Capital SPC acting on behalf of and for the account of Flow Capital SP II
“Second Completion”	completion of the Second Disposal pursuant to the Second SPA
“Second Completion Date”	the date on which Second Completion takes place
“Second Disposal”	the disposal of the Repurchased Shares and the assignment of the Repurchased Loans pursuant to the Second SPA
“Second Disposal Consideration”	total consideration of £ 108,163,798.52 (equivalent to approximately HK\$969,688,454), subject to Adjustment, for the Second Disposal pursuant to the Second SPA
“Second SPA”	the sale and purchase agreement dated 5 October 2022 entered into between, among others, the Seller (as seller), the Second Buyer (as buyer), R&F (HK) (as warrantor), Dr. Li Sze Lim (as warrantor) and Mr. Zhang Li (as warrantor), as may be further amended or supplemented from time to time
“Seller”	Big Brilliance Limited, a company incorporated in Hong Kong with limited liability, a direct wholly-owned subsidiary of R&F (HK)
“Shareholder(s)”	the shareholder(s) of the Company

“sqm”	square meter(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Target Company”	R&F Properties VS (UK) Co., Ltd., a company incorporated in England and Wales with limited liability
“Target Group”	the Target Company and its two subsidiaries
“Warrantors”	collectively, R&F (HK), Dr. Li Sze Lim and Mr. Zhang Li
“%”	per cent.
“£”	Great British Pound, the lawful currency of the United Kingdom

For the purpose of this announcement and for illustration purpose only, conversion of £ to HK\$ is based on the exchange rate of £ to HK\$8.965. No representation is made that any amounts in £ have been or could be converted at the above rate or any other rates.

By order of the Board
Guangzhou R&F Properties Co., Ltd.
Li Sze Lim
Chairman

Hong Kong, 5 October 2022

As at the date of this announcement, the executive directors of the Company are Dr. Li Sze Lim, Mr. Zhang Li, Mr. Zhang Hui and Mr. Xiang Lijun; the non-executive directors are Ms. Zhang Lin and Ms. Li Helen; and the independent non-executive directors are Mr. Zheng Ercheng, Mr. Ng Yau Wah, Daniel and Mr. Wong Chun Bong.

* *For identification purpose only*