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**If you have sold or transferred** all your shares in FU JI Food and Catering Services Holdings Limited, you should at once hand this circular to the purchaser or the transferee or to the bank, stockbroker or other agent through whom the sale or transfer was effected for transmission to the purchaser or the transferee.

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**福記食品服務控股有限公司**

**FU JI FOOD AND CATERING SERVICES HOLDINGS LIMITED**

*(incorporated in the Cayman Islands with limited liability)*

**(stock code: 1175)**

**DISCLOSEABLE TRANSACTION  
ACQUISITION OF 60% OF THE ISSUED SHARE CAPITAL  
IN SKY CHARM GROUP LIMITED**

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## DEFINITIONS

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

“Acquisition”	the acquisition of the Sale Shares by the Company from the Vendor
“Aggregate Purchase Price”	the lower of (A) HK\$800,000,000 or (B) the sum of Purchase Price I and Purchase Price II
“Board”	the board of directors
“Companies Ordinance”	the Companies Ordinance (Chapter 32 of the Laws of Hong Kong)
“Company”	FU JI Food and Catering Services Holdings Limited
“Completion”	the completion of the Acquisition
“Deposit”	an amount equal to HK\$105,000,000
“Directors”	the directors of the Company
“Estimated Aggregate Purchase Price”	an amount equal to HK\$540,000,000
“Estimated Purchase Price I”	an amount equal to HK\$216,000,000
“Estimated Purchase Price II”	an amount equal to HK\$324,000,000
“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 PRC
“Latest Practicable Date”	10 October 2007, being the latest practicable date prior to the printing of this circular for ascertaining certain information in this circular
“Listing Rules”	the Rules governing the Listing of Securities on the Stock Exchange
“Observation Period I”	the 12 month period starting from the date of Completion, provided that if a force majeure event (which includes without limitation, war, severe natural disaster and wide-spread epidemic) results in material adverse effect to the Sky Charm Group in such period, the commencement date of “Observation Period I” shall be deferred by 12 months

## DEFINITIONS

“Observation Period II”	the 12 month period starting from the date following Observation Period I, provided that if a force majeure event (which includes without limitation, war, severe natural disaster and wide-spread epidemic) results in material adverse effect to the Sky Charm Group in such period, the commencement date of “Observation Period II” shall be deferred by 12 months
“PRC”	mainland China (excluding Hong Kong Special Administrative Region, Macau Special Administrative Region and Taiwan, for the purposes of the Share Purchase Agreement)
“Purchaser”	the Company
“Reserved Matters”	the list of matters set out in the Shareholders Agreement which includes, amongst others, the amendment of articles of association of any company within the Sky Charm Group, the winding-up, dissolution or liquidation of any company within the Sky Charm Group and the sale or disposal of the business or assets of any company within the Sky Charm Group
“Restructuring”	the restructuring of 35 PRC domestic companies, which are beneficially owned as to 100% interest or minority interest by the Vendor, into wholly-foreign owned subsidiaries of South Champ
“RMB” or “Renminbi”	Renminbi yuan, the lawful currency of the PRC
“Sale Shares”	the 60 Shares to be sold by the Vendor, which represents 60% of the entire issued share capital of Sky Charm
“Shares”	the ordinary shares of US\$1.00 each in the issued share capital of Sky Charm
“Share Mortgage”	the share mortgage entered into between the Company and Sky Charm on 9 October 2007, whereby Sky Charm charged 60% of its shares in the entire issued share capital of South Champ in favour of the Company
“Share Purchase Agreement”	the agreement dated 27 September 2007 entered into between the Company and the Vendor in respect of the Acquisition
“Shareholder(s)”	the shareholder(s) of the Company

## DEFINITIONS

“Shareholders Agreement”	the shareholders agreement dated 27 September 2007 entered into among the Company, the Vendor, Sky Charm and South Champ
“Sky Charm”	Sky Charm Group Limited, a company incorporated with limited liability under the laws of British Virgin Islands, the entire issued share capital of which was owned by the Vendor
“Sky Charm Group”	Sky Charm and its Subsidiaries
“South Champ”	South Champ Limited, a company incorporated with limited liability under the laws of Hong Kong, and wholly-owned by Sky Charm
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Subsidiaries”	the subsidiaries as defined in Section 2 of the Companies Ordinance
“Vendor”	Zhou Li (周麗), an Australian citizen
“%”	percentage



福記食品服務控股有限公司

**FU JI FOOD AND CATERING SERVICES HOLDINGS LIMITED**

*(incorporated in the Cayman Islands with limited liability)*

**(stock code: 1175)**

*Executive Directors:*

Mr. Wei Dong  
Ms. Yao Juan  
Mr. Tung Fai  
Ms. Ku Wang

*Registered office:*

Cricket Square, Hutchins Drive  
P.O. Box 2681  
Grand Cayman KY1-1111  
Cayman Islands

*Non-executive Director:*

Ms. Josephine Price

*Head office and principal place  
of business in Hong Kong:*

Room 2103, 21st Floor  
Harbour Centre  
25 Harbour Road  
Wanchai  
Hong Kong

*Independent non-executive Directors:*

Dr. Tsui Wai Ling, Carlyle  
Mr. Wong Chi Keung  
Ms. Yang Liu  
Mr. Su Gang Bing

15 October 2007

**DISCLOSEABLE TRANSACTION  
ACQUISITION OF 60% OF THE ISSUED SHARE CAPITAL  
IN SKY CHARM GROUP LIMITED**

*To the Shareholders*

Dear Sir or Madam

**1. INTRODUCTION**

On 28 September 2007, the Board announced that the Company entered into the Share Purchase Agreement dated 27 September 2007 with the Vendor pursuant to which the Company has conditionally agreed to purchase and the Vendor has conditionally agreed to sell the Sale Shares, representing 60% of the entire issued share capital of Sky Charm for the Aggregate Purchase Price, which is to be determined based on Sky Charm's audited consolidated net profit for two consecutive 12 months periods from the date of Completion, subject to a cap of HK\$800,000,000.

## LETTER FROM THE BOARD

Completion is conditional upon fulfillment or waiver (as the case may be) of the conditions in the Share Purchase Agreement. Upon Completion, Sky Charm will be owned as to 60% by the Company and will become a non-wholly owned subsidiary of the Company. The remaining 40% of the issued share capital of Sky Charm will be owned by the Vendor.

The purpose of this circular is to provide you with information in relation to the Acquisition, the Share Purchase Agreement and other information as required under the Listing Rules.

### 2. THE SHARE PURCHASE AGREEMENT DATED 27 SEPTEMBER 2007

#### Parties

- Purchaser : FU JI Food and Catering Services Holdings Limited, a company incorporated in the Cayman Islands with limited liability
- Vendor : Zhou Li (周麗), an Australian Citizen who is the owner of 100% of the issued capital of Sky Charm

To the best knowledge of the Directors and having made all reasonable enquiries, the Vendor is a third party independent of the Company and its connected persons.

#### Subject matter of the Share Purchase Agreement

Pursuant to the Share Purchase Agreement, the Company has conditionally agreed to purchase and the Vendor has conditionally agreed to sell the Sale Shares, representing 60% of the entire issued share capital of Sky Charm.

#### Consideration

The consideration for the Acquisition is the Aggregate Purchase Price, which is lower of (a) HK\$800,000,000 or (b) the sum of Purchase Price I and Purchase Price II, where:

- (1) **“Purchase Price I”** means an amount equal to (A) Sky Charm’s audited consolidated net profit for Observation Period I, multiplied by (B) 8.0 (or 8.5, if such net profit is more than HK\$99,000,000), multiplied by (C) 30%; and
- (2) **“Purchase Price II”** means an amount equal to (X) Sky Charm’s audited consolidated net profit for the Observation Period II, multiplied by (Y) 8.0 (or 8.5, if such net profit is more than HK\$148,500,000), multiplied by (Z) 30%.

The formula for the consideration was determined after arms’ length negotiations between the parties taking into account, amongst others, the financial position and operating results of Sky Charm Group and the market potential of the business of Sky Charm Group and its existing and expected continual growth.

## LETTER FROM THE BOARD

The consideration will be settled by the Company paying the Deposit in cash within seven business days from entering into the Share Purchase Agreement and the balance of the Estimated Aggregate Purchase Price (net of the Deposit), i.e. HK\$435,000,000, in cash to the Vendor upon Completion. The Deposit was paid in full by the Company on 9 October 2007.

The Deposit was secured by the Share Mortgage, which will be released upon Completion. If Completion fails to take place, the Vendor shall refund the Deposit to the Company.

Within 30 days from the time Purchase Price I is ascertained, if:

- (1) Purchase Price I is greater than the Estimated Purchase Price I, the Company shall pay an amount equal to Purchase Price I minus the Estimated Purchase Price I to the Vendor; and
- (2) Purchase Price I is less than Estimated Purchase Price I, the Vendor shall pay an amount equal to Estimated Purchase Price I minus Purchase Price I to the Company.

Within 30 days from the time Purchase Price II is ascertained, if:

- (3) Purchase Price II is greater than the Estimated Purchase Price II, the Company shall pay an amount equal to Purchase Price II minus the Estimated Purchase Price II to the Vendor; and
- (4) Purchase Price II is less than Estimated Purchase Price II, the Vendor shall pay an amount equal to Estimated Purchase Price II minus Purchase Price II to the Company.

The maximum additional amount that the Company may have to pay following the ascertainment of Purchase Price I and Purchase Price II is HK\$260,000,000.

### **Conditions precedent**

This Share Purchase Agreement is conditional on:

- (1) if necessary, the passing of resolutions by the shareholders of the Company approving the purchase of Sale Shares contemplated by the Share Purchase Agreement;
- (2) all government approvals necessary for the Share Purchase Agreement and the transactions contemplated by the Share Purchase Agreement having been obtained;
- (3) Restructuring having been completed;
- (4) there having been no material adverse change to the financial condition, business operations or prospects of Sky Charm and its subsidiaries; and



## LETTER FROM THE BOARD

- (5) the Company having completed a financing of at least US\$100,000,000 (or equivalent amount).

Should the Company complete a financing of at least US\$100,000,000 as set out in the above condition (5), part of the proceeds will be used to fund the Acquisition. The Company is contemplating external debt or equity financing, and will look into different possible forms of financing opportunities. The Company shall comply with all the disclosure requirements that may apply to any financing obtained by the Company.

If the conditions precedent above are not fulfilled or waived by the Purchaser on or before 31 January 2008 (or such later date as agreed in writing by the parties), the Share Purchase Agreement (other than certain surviving provisions in the Share Purchase Agreement which include, among others, the confidentiality clause, governing laws clause and dispute resolution clause) shall terminate automatically and no party to the Share Purchase Agreement shall have any liability under Share Purchase Agreement (without prejudice to the rights of any of the parties to the Share Purchase Agreement in respect of claims arising out of antecedent breach of the Share Purchase Agreement).

### **Completion**

On Completion, the Vendor shall deliver to the Company, among other things, the share certificate(s) in respect of all Sale Shares, together with valid and registrable share transfer form(s) in respect of the Sale Shares, duly executed by the Vendor in favour of the Company and/or its nominee(s) and all other documents required in connection with the transfer of the Sale Shares to the Company.

On Completion, the Vendor shall also procure that resolutions are passed by the Board of Sky Charm to approve the transfer of the Sale Shares to the Company and/or such nominee(s) as may be directed by the Company.

Subject to the fulfilment or waiver (as the case may be) of the conditions precedent, Completion shall take place on the Business Day following the fulfilment or waiver (as the case may be) of the conditions precedent of the Share Purchase Agreement or on such other date as the parties may agree.

If the Vendor is unable to satisfy the conditions precedent or any other condition required to be satisfied on or prior to Completion by 31 January 2008 under the Share Purchase Agreement, the Company may elect to (i) terminate the Share Purchase Agreement, (ii) proceed with Completion as between the Company and the Vendor so far as practicable and set a new deadline for the satisfaction of conditions which have not been satisfied as of the date of Completion; or (iii) defer Completion to a later date (but no later than 180 business days thereafter).

### **3. THE SHAREHOLDERS AGREEMENT**

In connection with the Acquisition, the Company has entered into the Shareholders Agreement. Under the Shareholders Agreement, the Board of Sky Charm shall comprise of three directors and the Company has the right to appoint two out of the three directors. In respect of

## **LETTER FROM THE BOARD**

proceedings of Board of Sky Charm, there shall be a quorum of two directors, of which one director shall be nominated by the Company and the other nominated by the Vendor. The Shareholders Agreement also provides that Reserved Matters shall be approved by (a) a vote representing not less than 75% of the Board present and voting at a board meeting, (b) written resolution signed by all members of the Board, or (c) a vote representing not less than 75% of the shareholders present and voting at a general meeting.

#### **4. INFORMATION ON SKY CHARM AND ITS SUBSIDIARIES**

Sky Charm is a private company incorporated on 9 July 2007 with limited liability under the laws of British Virgin Islands, with an authorised share capital of US\$50,000 divided into 50,000 ordinary shares of US\$1 each, 100 shares of which have been issued and are fully paid-up and beneficially owned by the Vendor, which is a third party independent of the Company and its connected persons.

Sky Charm is the holding company for the Sky Charm Group and it owns 100% of the entire issued share capital of South Champ. Both Sky Charm and South Champ are incorporated for the purposes of the Restructuring. Under the Restructuring, 35 PRC domestic companies, which are beneficially owned as to 100% interest or a majority interest by the Vendor, will be restructured into wholly-owned subsidiaries of South Champ. The Vendor is in the advanced stages of obtaining the necessary regulatory approvals for restructuring of the 35 PRC domestic companies into wholly owned subsidiaries of South Champ.

The 35 PRC domestic companies are principally engaged in the business of operating the Golden Hans restaurant chain, a chain of buffet restaurants that offers western-styled barbecued food and self-brewed beer. The 35 PRC domestic companies include 33 companies engaged in the operation of 33 restaurants spread over 24 cities, including among others, Beijing, Shanghai, Tianjin, Changchun, Harbin, Hefei and Dalian, a company engaged in the operation of a food processing centre and a company engaged in handling of the administrative matters for the restaurant chain.

For the two financial years ended 31 December 2005 and 2006, Sky Charm Group recorded combined profit before taxation of approximately RMB31,613,000 and RMB58,831,000. Combined profit after taxation of Sky Charm Group for each of the two financial years ended 31 December 2005 and 2006 were approximately RMB25,964,000 and RMB48,596,000 respectively. As at 30 June 2007, the combined net asset value of Sky Charm Group was approximately RMB150,135,000. The figures are presented based on the unaudited management accounts of the companies comprising Sky Charm Group, as if the Restructuring had been completed, and adjusted as appropriate based on HK GAAP.

#### **5. REASONS FOR AND BENEFITS OF THE ACQUISITION**

The Group operates three principal complementary lines of business, namely catering services, Chinese restaurants and convenience food products. The Group's Chinese restaurants offers a selection of mainly traditional Chinese dishes, including dishes from the eight traditional Chinese culinary styles, namely Su, Xiang, Chuan, Zhe, Yue, Lu, Min and Hui and other culinary specialities from across the PRC.

## LETTER FROM THE BOARD

The Golden Hans buffet restaurants offers western-style barbequed food and self-brewed beer. The Directors believe that such food and dining concept are gaining popularity in PRC, and that the Golden Hans chain of restaurants is a distinct line of business, which is different from the principal lines of business that the Group is currently pursuing. The Directors believe that the Acquisition provides an attractive opportunity for the Group to acquire a restaurant chain that offers diners a different dining experience, which is growing in popularity in PRC. The Acquisition will also allow the Group to procure and process food ingredients and raw materials for the Golden Hans restaurants through its centralised system of sourcing, processing and distribution centres to achieve higher profit margin for the acquired restaurants through economies of scale and sharing of resources.

After the Acquisition, Sky Charm will become a subsidiary of the Company and the Group will be able to consolidate the financial results of Sky Charm and thus will increase the total value of the assets of Group. The Group's liabilities will also increase following the Company completing a financing of at least US\$100,000,000 as a condition precedent to the Share Purchase Agreement. Based on the reasons for the Acquisition set out above, the Directors believe that the Acquisition will have a positive impact on the earnings of the Group in the long run.

In view of the above and the fact that the consideration for the Acquisition is dependent on the financial performance of Sky Charm Group in Observation Period I and Observation Period II, the Directors believe that the terms and conditions of the Share Purchase Agreement are fair and reasonable and are in the interests of the Company and the Shareholders as a whole.

### 6. DISCLOSEABLE TRANSACTION

As the Aggregate Purchase Price (based on a maximum cap of HK\$800,000,000) represents more than 5% but less than 25% under the applicable ratios under Chapter 14 of the Listing Rules, the Acquisition constitutes a discloseable transaction for the Company under the Listing Rules.

### 7. ADDITIONAL INFORMATION

Your attention is drawn to the additional information set out in the appendix to this circular.

Yours faithfully,

By order of the Board

**FU JI FOOD AND CATERING SERVICES HOLDINGS LIMITED**

**Mr. Wei Dong**

*Chairman*

## 1. RESPONSIBILITY STATEMENT

This circular includes particulars given in compliance with the Listing Rules for the purpose of giving information with regard to the Company. The Directors collectively and individually accept full responsibility for the accuracy of the information contained in this circular and confirm, having made all reasonable enquiries, that to the best of their knowledge and belief there are no other facts the omission of which would make any statement herein misleading.

## 2. DISCLOSURE OF INTERESTS

As at the Latest Practicable Date, the interests or short positions of the Directors and chief executive of the Company in the Shares, underlying Shares and debentures of the Company or any of its associated corporations (within the meaning of Part XV of the Securities and Futures Ordinance (“SFO”)) (a) which were required to be notified to the Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests and short positions which they were taken or deemed to have under such provisions of the SFO); or (b) which were required, pursuant to section 352 of the SFO, to be entered in the register referred to therein; or (c) which were required, pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers to be notified to the Company and the Stock Exchange, were as follows:

### (i) Interest in the share capital of the Company

Name of Director	Types of Interests	Number of Shares	Position	Approximate
				Percentage of the Company’s Issued Share Capital as at the Latest Practicable Date
Wei Dong ( <i>Note 1</i> )	Beneficial	285,000,000	Long	52.71%
Yao Juan ( <i>Note 2</i> )	Beneficial	285,000,000	Long	52.71%

### (ii) Interest in the share capital of Million Decade Limited (“Million Decade Shares”), an associated corporation (within the meaning of the SFO)

Name of Director	Types of Interest	Percentage Holding of Million Decade Shares
Wei Dong ( <i>Note 1</i> )	Controlled Corporation	100%

*Notes:*

- These shares are held by Million Decade Limited which is wholly-owned by Mr. Wei Dong. As at the Latest Practicable Date, Million Decade Limited held 210,000,000 Shares in the Company. As Mr. Wei Dong is the husband of Ms. Yao Juan, therefore, he is deemed to be interested in all of the shares held by Million Decade Limited and Top Ample Limited under the SFO.

2. These shares are held by Top Ample Limited which is wholly-owned by Ms. Yao Juan. As at the Latest Practicable Date, Top Ample Limited held 75,000,000 Shares in the Company. As Ms. Yao Juan is the wife of Mr. Wei Dong, therefore, she is deemed to be interested in all of the shares held by Top Ample Limited and Million Decade Limited under the SFO.

**(iii) Interest in share options of the Company**

Name of Director	Date of Grant	Exercise Price	Exercisable Period	Position	Number of Shares in respect of Options Outstanding as at the Latest Practicable Date
Ku Wang	25 May 2006	HK\$15.61	25 May 2007 to 24 November 2014	Long	80,000

Save as disclosed herein, as at the Latest Practicable Date, none of the Directors and chief executive of the Company had any interests or short positions in the Shares, underlying Shares and debentures of the Company or any of its associated corporation (within the meaning of Part XV of the SFO) which were required to be notified to the Company and the Stock Exchange (including interests and short positions which he was taken or deemed to have under such provisions of SFO); or which were required, pursuant to section 352 of the SFO, to be entered in the register referred to therein; or which were required, pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers to be notified to the Company and the Stock Exchange.

As at the Latest Practicable Date, none of the Directors had any interest, direct or indirect, in any assets which have been since 31 March 2007, being the date to which the latest published audited financial statements of the Group were made up, acquired or disposed of by or leased to any member of the Group, or are proposed to be acquired or disposed of by or leased to any member of the Group.

As at the Latest Practicable Date, none of the Directors was materially interested in any contract or arrangement subsisting as at the date hereof and which was significant in relation to the business of the Group.

### 3. SUBSTANTIAL SHAREHOLDERS

As at the Latest Practicable Date, so far as is known to any Directors or chief executive of the Company, the persons (other than a Director or chief executive of the Company); (a) who had an interest or short position in the Shares and underlying Shares of the Company which would fall to be disclosed to the Company under the provisions of Divisions 2 and 3 of Part XV of the SFO; or (b) who were, directly or indirectly, interested in 10 per cent. or more of the nominal value of any class of share capital carrying rights to vote in all circumstances at the general meetings of the Company or any other members of the Group in the Company, were as follows:

#### Interest in Shares

Name of Shareholder	Capacity	Number of Shares (Note 1)	Approximate Percentage of the Company's Issued Share Capital as at the Latest Practicable Date
Million Decade Limited (Note 2)	Beneficial owner	210,000,000 (L)	38.84%
Top Ample Limited (Note 3)	Beneficial owner	75,000,000 (L)	13.87%
JP Morgan Chase & Co	Beneficial owner	1,071,102 (L)	0.20%
	Investment manager	33,281,470 (L)	6.16%
	Custodian corporation/ Approved lending agent	4,881,000 (L)	0.90%

#### Notes:

1. The letter "L" denotes the Shareholder's long position in the Shares of the Company and/or the relevant associated corporations.
2. Million Decade Limited is wholly owned by Mr. Wei Dong.
3. Top Ample Limited is wholly owned by Ms. Yao Juan.

**Short Position in Shares**

<b>Name of Person</b>	<b>Number of Shares</b>	<b>Approximate Percentage of the Company's Issued Share Capital as at the Latest Practicable Date</b>
JP Morgan Chase & Co	500,000	0.09%

Save as disclosed herein, there was no person known to any Directors or chief executive of the Company, who, as at the Latest Practicable Date, had an interest or short position in the Shares and underlying Shares of the Company which would fall to be disclosed to the Company under the provisions of Divisions 2 and 3 of Part XV of the SFO, or who was directly or indirectly interested in 10 per cent. or more of the nominal value of any class of share capital carrying rights to vote in all circumstances at the general meetings of the Company or any other member of the Group.

**4. SERVICE AGREEMENTS**

As at the Latest Practicable Date, none of the Directors had a service contract with the Company which was not determinable by the Company within one year without payment of compensation other than statutory compensation.

**5. COMPETING INTEREST**

As at the Latest Practicable Date, none of the Directors and his associates (as would be required to be disclosed under rule 8.10 of the Listing Rules if any of them was a controlling Shareholder) was interested in any business apart from the business of the Group, which competes or is likely to compete, either directly or indirectly, with that of the Group.

**6. LITIGATION**

The Group is currently involved in legal proceedings initiated by a Chinese company in Nanjing for infringement of trademark. The plaintiff, which has two restaurants in Jiangsu, registered the trademark "fu ji" (with the same Chinese characters but a different logo) in 2004. In December 2006, the plaintiff filed a law suit at the people's court in Nanjing, claiming RMB100,000,000 in damages for infringement of trademark. Both parties are currently collecting evidence for the upcoming trial. The Group has been advised by Suzhou Xin Tian Lun law firm, its PRC legal counsel for the trademark litigation that the grounds for the plaintiff's case against the Group are relatively weak because the plaintiff has registered its trademark in an improper way. Based on the opinion issued by Suzhou Xin Tian Lun law firm, the auditors of the Group were of the view that there was no need to make any provision or contingent liability for the litigation in the Group's 2006/2007 annual report. However, there is no assurance that the Group will obtain judgment in its favour. If judgment is given in favour of the plaintiff and the Group

loses its right to use the “fuji” trademark for its Chinese restaurants, it could affect the operations of the Group’s Restaurant business and therefore have a material adverse effect on the Group’s business, financial condition and results of operations.

Save as disclosed herein, as at the Latest Practicable Date, none of any member of the Group was engaged in any litigation or arbitration of material importance and no litigation or claims of material importance known to the Directors to be pending or threatened by or against any member of the Group.

## **7. MISCELLANEOUS**

- (a) The registered office of the Company is located at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman KY1-1111, Cayman Islands.
- (b) The head office and principal place of business of the Company in Hong Kong is at Room 2103, 21st Floor, Harbour Centre, 25 Harbour Road, Wanchai, Hong Kong.
- (c) The Hong Kong branch share registrar and transfer office of the Company is Computershare Hong Kong Investor Services Limited at Rooms 1712–1716, 17th Floor, Hopewell Centre, 183 Queen’s Road East, Wanchai, Hong Kong.
- (d) The company secretary and qualified accountant is Ng Kwok Choi. Mr. Ng is a fellow member of The Chartered Association of Certified Accountants and an associate member of the Hong Kong Institute of Certified Public Accountants.
- (e) The English text of this circular shall prevail over its Chinese text.