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福記食品服務控股有限公司
(已委任臨時清盤人)

FU JI Food and Catering Services Holdings Limited
(Provisional Liquidators Appointed)
(Incorporated in the Cayman Islands with limited liability)
(Stock Code: 1175)

**HK\$1,000,000,000 ZERO COUPON CONVERTIBLE BONDS
DUE 2009**
(Stock Code: 1506)

**RMB1,500,000,000 HK\$ SETTLED ZERO COUPON CONVERTIBLE
BONDS DUE 2010**
(Stock Code: 1603)

DISPOSAL OF ASSETS SANCTIONED BY THE COURT

INTRODUCTION

Reference is made to the announcement of the Company dated 26 May 2010. The Board wishes to provide additional information on the Phase I Disposal as stipulated in the Heads of Terms.

On 1 April 2010, the Hong Kong Court sanctioned, amongst other things, the asset disposals contemplated in the Heads of Terms. By reason of certain regulatory issues in the PRC relating to various subsidiaries of the Company, the parties to the Heads of Terms found it necessary to agree in the Sale and Purchase Agreement to an alternative approach to implement the Phase I Disposal (i.e., by way of a Revised Phase I Disposal). Pursuant to an order made by the Hong Kong Court dated 22 June 2010, the asset disposals contemplated in the draft Sale and Purchase Agreement (i.e. Revised Phase I Disposal) were sanctioned. On 29 June 2010, the Sale and Purchase Agreement was entered into by the Company in order to implement the Revised Phase I Disposal.

THE SALE AND PURCHASE AGREEMENT

Date: 29 June 2010

Parties: 1. the Company
2. the Provisional Liquidators
3. Perfect Future
4. Rich Line
5. Excelwit
6. Shandong Auterlan
7. Guangxi Meitong
8. the Purchaser
9. the Investor

The Revised Phase I Disposal

Subject to the terms and conditions of the Sale and Purchase Agreement, the Company has agreed to dispose of such right, title and interest as it may have in the Disposal Companies to the Purchaser.

The assets held by the Disposal Companies are principally composed of the land in Guangxi and Ningbo, a partially built food processing centre in Shouguang, Shandong and a dormant food processing centre in Wuxi. To the best knowledge of the Company and the Provisional Liquidators, certain assets of the Disposal Companies have been frozen due to legal proceedings in local courts. The Provisional Liquidators have confirmed with an independent appraiser that the aggregate consideration payable by the Purchaser for the underlying assets of the Revised Phase I Disposal are in excess of the liquidation values of such assets.

The sale of the Disposal Companies will be satisfied by cash consideration of HK\$77,270,000 and the assumption of the Agreed Existing Liabilities of HK\$324,000,000 by the Purchaser.

Cash consideration

The cash consideration was determined on normal commercial terms and after arm's length negotiations between the Provisional Liquidators and the Investor in accordance with the Heads of Terms.

The cash consideration of HK\$77,270,000 will be satisfied as follows: (i) within 14 business days of the signing of the Sale and Purchase Agreement, the Purchaser shall pay to the Company HK\$38,635,000 by way of release of the Earnest Monies of HK\$22,730,000 and the balance of HK\$15,905,000; and (ii) within 14 business days of completion of the sale and transfer of Daily Fresh (including the signing of the Equity Transfer Agreement), the Purchaser shall pay to the Company HK\$38,635,000. The Investor is a surety and guarantor of all Purchaser's obligations (including with respect to payments of the Consideration) under the Sale and Purchase Agreement.

Agreed Existing Liabilities

The Agreed Existing Liabilities were determined on normal commercial terms and after arm's length negotiations between the Provisional Liquidators and the Investor in accordance with the Heads of Terms. The Agreed Existing Liabilities represent the aggregate total indebtedness of the Disposal Companies which amount to an aggregate of HK\$324,000,000 as agreed between the Company and the Purchaser. Immediately following the signing of the Sale and Purchase Agreement, and notwithstanding that the necessary third party consents and/or perfection may not have occurred or have been obtained, the parties agreed that the Agreed Existing Liabilities and all liabilities arising thereunder and in connection therewith shall be deemed assumed absolutely by the Purchaser, subject to a verification process of the Agreed Existing Liabilities by which the Company is entitled to reduce any unverified part of the Agreed Existing Liabilities against any outstanding amounts under certain bridging loans extended by an affiliate of the Investor to the Group.

Standstill

From the date of the Sale and Purchase Agreement until such time as the Debt Restructuring Agreement is duly executed, the Purchaser shall refrain from exercising any claims or other rights, privileges or remedies arising with regard to any Intercompany Accounts against members of the Group.

The Purchaser acknowledges that following completion of the Sale and Purchase Agreement, it and each of the Disposal Companies shall not have any right to make any claim in respect of any interest formerly owned or held by any Disposal Companies in any Excluded Asset.

From the date of the Sale and Purchase Agreement until such time as the Debt Restructuring Agreement is duly executed, the Company shall refrain from exercising any claims or other rights, privileges or remedies arising with regard to any Intercompany Accounts against any of the Disposal Companies.

The Company agrees and acknowledges that, unless otherwise agreed between the Provisional Liquidators and the Purchaser, if the Debt Restructuring Agreement is not entered into on or prior to 31 December 2010, the Company shall not have any right to make any claim in respect of any interest owned or held by members of the Group (excluding the Disposal Companies following completion of the Sale and Purchase Agreement) in any Intercompany Accounts owing or due from any of the Disposal Companies and otherwise recoverable by members of the Group (excluding the Disposal Companies following completion of the Sale and Purchase Agreement) whether immediately prior to or after completion of the Sale and Purchase Agreement. As at the date of this announcement, the Company has not yet agreed to waive its rights to make any claim against the Disposal Companies in respect of interests referred to above.

Reorganisation

Equity Transfer Agreement

As per the Sale and Purchase Agreement, prior to closing, Excelwit and Perfect Future shall enter into the Equity Transfer Agreement pursuant to which Excelwit shall sell and Perfect Future shall purchase the entire equity interest in Daily Fresh.

Company Trust Deed

Immediately upon signing of the Sale and Purchase Agreement, Shandong Auterlan shall declare that it will hold its 60% equity interest in Auterlan Shandong and 12% equity interest in Ningbo Auterlan together with all interests, benefits and rights thereto on trust for the benefit of Rich Line on the terms of the Company Trust Deed to be entered into between Shandong Auterlan, Rich Line and the Provisional Liquidators.

Purchaser Trust Deed

Immediately upon signing of the Sale and Purchase Agreement and in accordance with the Purchaser Trust Deed to be entered into between Rich Line, Perfect Future, Guangxi Meitong, the Company and the Provisional Liquidators, (i) Rich Line shall declare that it will hold its 40% equity interest in Shandong Auterlan Poultry; (ii) Perfect Future shall declare that it will hold its entire equity interest in Fuyao Mingyaohui, FU JI Mingyaohui, Qingdao Weixianda, Hefei Weixianda and Wuhu Weixianda, directly or indirectly, 30% equity interest in Qingyang Meitong and 25% equity interest in Auterlan Beijing; and (iii) Guangxi Meitong shall declare that it will hold its 60% equity interest in Shandong Auterlan Poultry, 70% equity interest in Qingyang Meitong and 75% equity interest in Auterlan Beijing, together with all interests, benefits and rights thereto, respectively, on trust for the benefit of the Company on the terms of the Purchaser Trust Deed.

As the Company Trust Deed and the Purchaser Trust Deed are contemplated to be temporary arrangements to effect the Reorganisation, the parties to the Sale and Purchase Agreement undertake to use their best endeavours to do all such things or procure that all such things are done to give full effect to the Sale and Purchase Agreement, including the satisfaction of all conditions and requirements necessary to give full effect to the transfer of the relevant interests held on trust under the Company Trust Deed and the Purchaser Trust Deed from the trustees to the trust beneficiaries in accordance with PRC laws.

Conditions precedent

The obligations of the Company, Excelwit and Shandong Auterlan and the Purchaser to complete the transactions under the Sale and Purchase Agreement are subject to the satisfaction (or, if permissible, waiver by the party for whose benefit such conditions exist) of the following conditions:

- i. an order of the Hong Kong Court sanctioning the Revised Phase I Disposal;

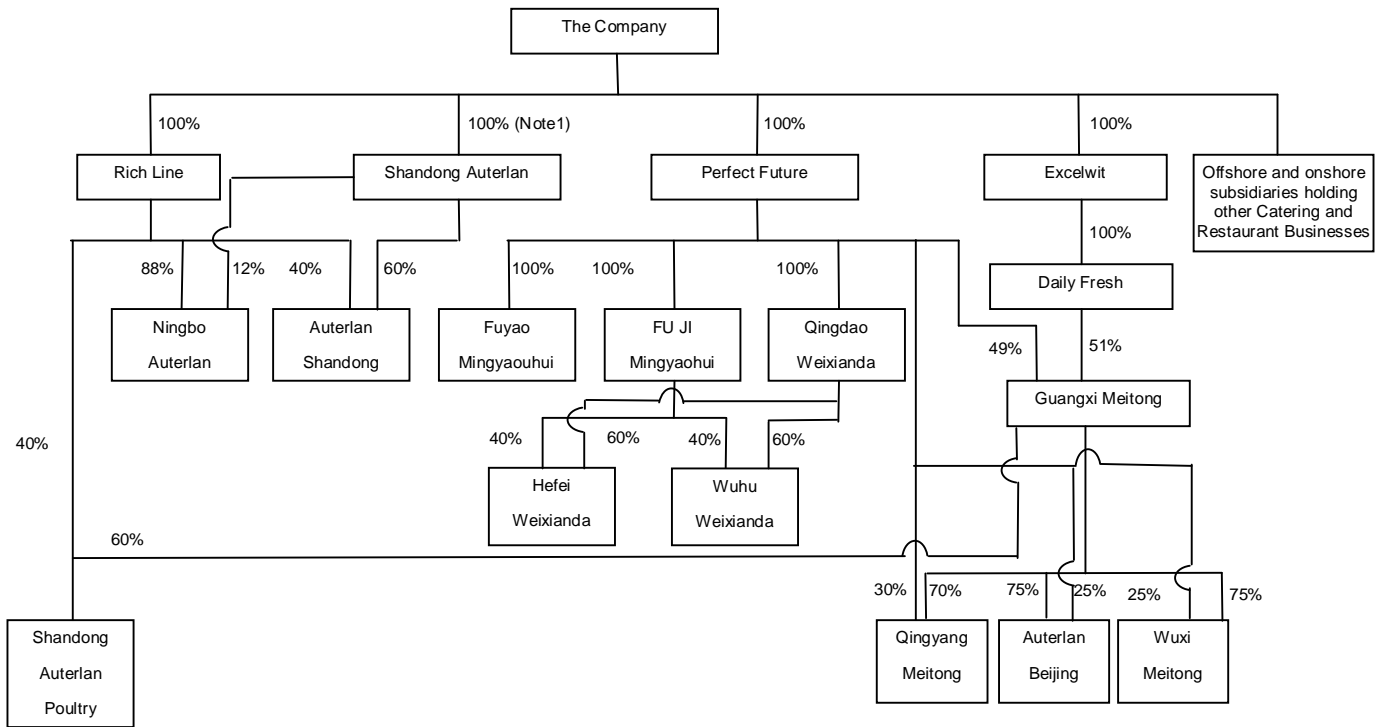
- ii. receipt by the Provisional Liquidators of a bank document from Investor Holdco providing satisfactory evidence that the Investor has sufficient unencumbered funds to complete the Revised Phase I Disposal;
- iii. the parties having duly executed, or caused to be duly executed, the Company Trust Deed;
- iv. the parties having duly executed, or caused to be duly executed, the Purchaser Trust Deed;
- v. the parties having duly executed, or caused to be duly executed, the Equity Transfer Agreement for the sale and transfer of Daily Fresh;
- vi. unless waived by the Purchaser in writing, the Stock Exchange issuing a 'no comment' letter in reply to the written notification delivered to the Stock Exchange informing the Stock Exchange of the Revised Phase I Disposal;
- vii. the Purchaser's representations and warranties in the Sale and Purchase Agreement being true in all material respects;
- viii. the Purchaser having provided the Company with a certified true copy of the resolutions of the board of directors of the Purchaser authorising the due execution and performance of the Sale and Purchase Agreement and the transactions contemplated thereby;
- ix. the Investor having provided the Company with a certified true copy of the resolutions of the board of directors of the Investor authorising the due execution and performance of the Sale and Purchase Agreement and the transactions contemplated thereby; and
- x. the parties having performed and complied in all material respects with all of their respective obligations under the Sale and Purchase Agreement which are to be performed or complied with by them prior to the completion of the Sale and Purchase Agreement (unless the same shall have been waived in writing by the Provisional Liquidators), and the parties not otherwise being in default in any material respect under any of the provisions of the Sale and Purchase Agreement.

Parties to the Sale and Purchase Agreement consider that conditions (i) and (vi) above are satisfied.

STRUCTURE OF DISPOSAL COMPANIES AND EXCLUDED SUBSIDIARIES

The following charts set out the shareholding and beneficial ownership structure of the Disposal Companies and the Excluded Subsidiaries before and after the Reorganisation and completion of the Sale and Purchase Agreement:

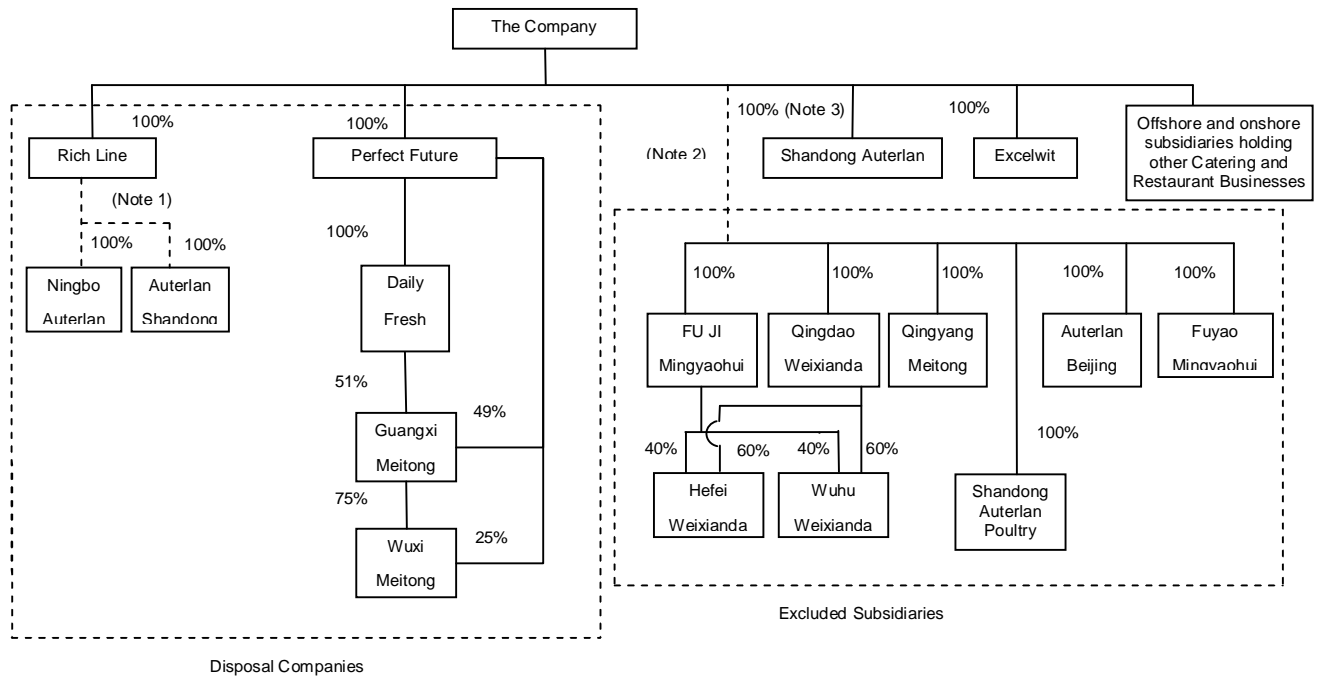
Existing shareholding and beneficial ownership structure of the Disposal Companies and Excluded Subsidiaries



Note:

1. Shandong Auterlan is wholly-owned by Inborn Investment Limited which is in turn wholly-owned by Sky Achieve Limited, a direct wholly-owned subsidiary of the Company.

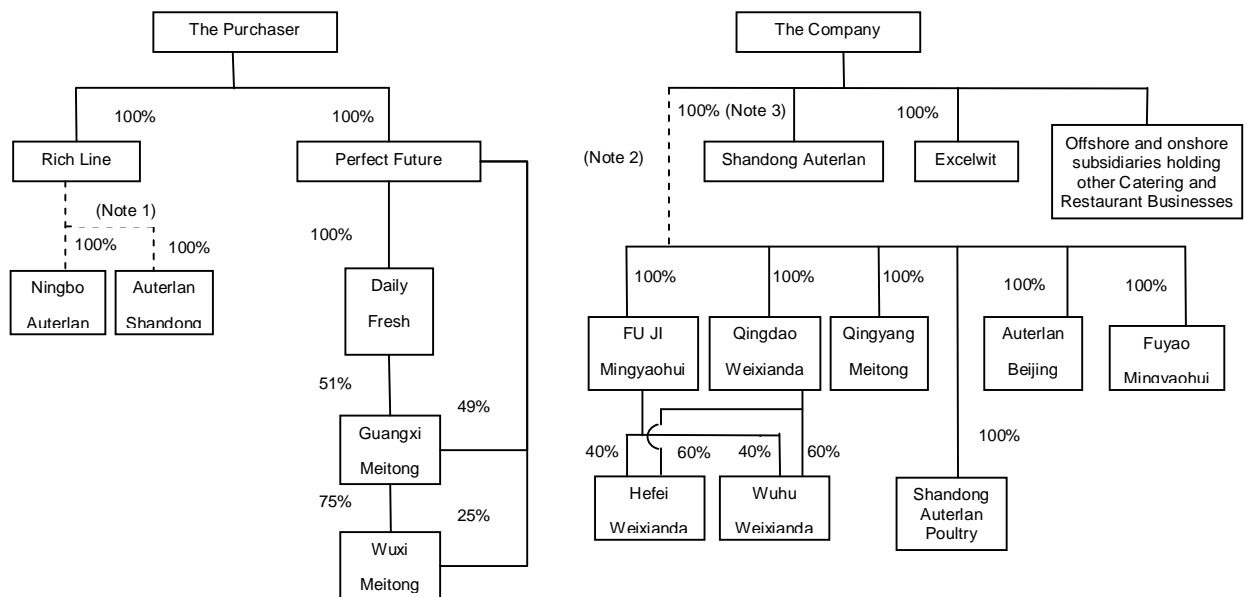
Immediately after Reorganisation



Notes:

1. Please refer to the paragraph headed "Company Trust Deed" in this announcement for details.
2. Please refer to the paragraph headed "Purchaser Trust Deed" in this announcement for details.
3. Shangdong Auterlan is wholly-owned by Inborn Investment Limited which is in turn wholly-owned by Sky Achieve Limited, a direct wholly-owned subsidiary of the Company.

Immediately after completion of the Revised Phase I Disposal



Notes:

1. Please refer to the paragraph headed “Company Trust Deed” in this announcement for details.
2. Please refer to the paragraph headed “Purchaser Trust Deed” in this announcement for details.
3. Shangdong Auterlan is wholly-owned by Inborn Investment Limited which is in turn wholly-owned by Sky Achieve Limited, a direct wholly-owned subsidiary of the Company.

REASONS FOR AND THE BENEFITS OF ENTERING INTO THE HEADS OF TERMS

The Provisional Liquidators consider that the transactions agreed to in the Heads of Terms provide the creditors of the Company with the greatest return and accordingly they sought and received the sanction of the Hong Kong Court on 1 April 2010 for, amongst other things, the asset disposals contemplated in the Heads of Terms, including the Phase I Disposal.

In view of certain regulatory issues in the PRC in relation to various subsidiaries of the Company, the parties to the Heads of Terms found it necessary to agree in the Sale and Purchase Agreement to an alternative approach to implement the Phase I Disposal (i.e. by way of a Revised Phase I Disposal).

In these circumstances, on 21 June 2010 the Provisional Liquidators sought further directions from the Hong Kong Court in respect of the Revised Phase I Disposal. Pursuant to an order made by the Hong Kong Court dated 22 June 2010, the asset disposals contemplated in the Sale and Purchase Agreement (i.e. the Revised Phase I Disposal) was sanctioned.

INFORMATION ON AND ABOUT THE COMPANY

The Group was principally engaged in the provision of catering services, the operation of Chinese restaurants and theme restaurants and the production and sale of convenience food products and other related business.

INFORMATION ON AND ABOUT THE THE PURCHASER AND THE INVESTOR

The Purchaser is wholly-owned and controlled by the Investor. The Investor is a company incorporated in the BVI which is currently held by two nominee individual shareholders each holding 50% of the issued share capital. Investor Holdco is a company established in the PRC and is controlled by Anhui Investment through Anhui Venture. Anhui Investment holds a 40% effective interest in Investor Holdco. Other shareholders of Investor Holdco include Redbud Holding through Shanghai Huali and Guangdong Huaheng. Each of Redbud Holding and Guangdong Huaheng holds 30% effective interest in Investor Holdco.

Pursuant to a declaration of trust dated 18 May 2010 and executed by the nominee individual shareholders of the Investor, the nominee individual shareholders of the Investor declared that they have been holding the entire issued share capital of the Investor together with all interests, benefits and rights thereto on trust for Anhui Venture, Shanghai Huali and Guangdong Huaheng in the proportion of 40%, 30% and 30% respectively, on the terms set out in the declaration of trust since the nominee individual shareholders first acquired the shares in the Investor.

Further, pursuant to an undertaking dated 21 May 2010 and executed jointly by Anhui Venture, Shanghai Huali and Guangdong Huaheng, Anhui Venture, Shanghai Huali and Guangdong Huaheng have undertaken to the nominee individual shareholders of the Investor, the Company and the Provisional Liquidators that subject to Investor Holdco obtaining all necessary approvals, registrations and completion of necessary filing procedures in the PRC, they shall procure Investor Holdco (or its wholly-owned subsidiary) to acquire the entire shareholding in the Investor from the two nominee individual shareholders for nil consideration and upon completion of the acquisition of such shareholding, Investor Holdco (or its wholly-owned subsidiary) will become the immediate holding company of the Investor.

Anhui Venture, Shanghai Huali and Guangdong Huaheng have also undertaken to the nominee individual shareholders of the Investor, the Company and the Provisional Liquidators that upon completion of the acquisition of such shareholding, they shall continue to perform the obligations of the Investor under the Heads of Terms through Investor Holdco and the Investor.

The Provisional Liquidators confirm that to the best of the Provisional Liquidators' knowledge, information and belief having made all reasonable enquiries, the Investor and its ultimate beneficial owner are third parties independent of the Company and its connected persons.

IMPLICATIONS OF THE LISTING RULES

As the Company did not issue its annual report for the financial year ended 31 March 2009, there is insufficient financial information available to the Provisional Liquidators to determine whether the Revised Phase I Disposal will constitute a notifiable transaction for the Company under Chapter 14 of the Listing Rules.

Nevertheless, assuming that the Revised Phase I Disposal does constitute a notifiable transaction for the Company under Chapter 14 of the Listing Rules, the Provisional Liquidators have received a legal opinion advising that shareholders' approval under the Chapter 14 of the Listing Rules is not required in view of the Company's current circumstances. Accordingly, given the Company's immediate need for working capital and the pressure to repay onshore liabilities, the parties to the Sale and Purchase Agreement intend to proceed with the transactions contemplated therein immediately without seeking Shareholders' approval.

GENERAL

At the request of the Company, trading in the shares and convertible bonds of the Company has been suspended since 29 July 2009 and shall remain suspended until further notice.

As at the date of this announcement, no proposal for the resumption of trading of the Shares has been submitted to the Stock Exchange for its review and consideration. A further announcement will be made if and when there are material developments in relation to the restructuring of the Company.

Completion of the Reorganisation Proposal involves, among other things, the entering into of various definitive documents. The release of this announcement is not an indication that the Reorganisation Proposal will be completed or trading of the Shares will be resumed.

DEFINITIONS

“Agreed Existing Liabilities”	the amount of HK\$324,000,000 which represents the total indebtedness of the Disposal Companies as agreed by the Company and the Purchaser
“Anhui Investment”	安徽省投資集團有限責任公司 (Anhui Province Investment Group Co., Ltd.*), a state-owned enterprise in the PRC
“Anhui Venture”	安徽省創業投資有限公司 (Anhui Province Venture Investment Group Co., Ltd.*), a company established under the laws of the PRC and wholly-owned by Anhui Investment
“Auterlan Beijing”	澳特萊(北京)食品工業有限公司 (Auterlan (Beijing) Food Industry Co., Ltd.*), a sino-foreign equity enterprise established under the laws of the PRC
“Auterlan Shandong”	澳特萊(山東)農產品開發有限公司 (Auterlan (Shandong) Agricultural Products Development Co., Ltd.*), a sino-foreign equity enterprise established under the laws of the PRC
“BVI”	British Virgin Islands
“Catering and Restaurant Businesses”	collectively, the industrial and contract catering business and the Chinese restaurant business carried on (and formerly carried on) by the companies of the Group

“Company”	FU JI Food and Catering Services Holdings Limited (福記食品服務控股有限公司) (Provisional Liquidators appointed), a company incorporated in the Cayman Islands with limited liability whose issued Shares are listed on the Stock Exchange
“Company Trust Deed”	a trust deed to be entered into between Shandong Auterlan, Rich Line and the Provisional Liquidators
“Consideration”	the total consideration of HK\$401,270,000, consisting of (i) the Agreed Existing Liabilities in the aggregate amount of HK\$324,000,000 and (ii) the cash sum of HK\$77,270,000
“Daily Fresh”	多鮮樂(青島)餐飲管理有限公司 (Daily Fresh (Qingdao) Catering Co., Ltd.*), a wholly foreign-owned enterprise established under the laws of the PRC
“Debt Restructuring Agreement”	the future agreement to be entered into between the Company, the Provisional Liquidators and the Investor in respect of the matters contemplated in the Heads of Terms
“Disposal Companies”	all and any interest in the registered capital of Rich Line, Ningbo Auterlan, Auterlan Shandong, Perfect Future, Daily Fresh, Guangxi Meitong and Wuxi Meitong (but excluding the Excluded Subsidiaries) held directly or indirectly by or under the control of the Company, Excelwit, Shandong Auterlan and Guangxi Meitong, together with all powers, interests and privileges arising therefrom or related thereto
“Earnest Monies”	the sum of HK\$22,730,000, which was paid in the form of RMB20,000,000 in the PRC by the Investor
“Equity Transfer Agreement”	the agreement to be entered into between Excelwit as transferor and Perfect Future as transferee for the transfer of the entire equity interest in Daily Fresh
“Excelwit”	Excelwit Group Limited, a company incorporated in the BVI with limited liability
“Excluded Assets”	the Intercompany Accounts, the accounts receivable and any other asset or property which is not expressly included as part of the interests to be transferred under the Sale and Purchase Agreement or is otherwise excluded from any disposal or transfer to the Investor (or any nominee) in the Heads of Terms
“Excluded Subsidiaries”	collectively, Shandong Auterlan Poultry, Fuyao Mingyaoahui, FU JI Mingyaoahui, Qingdao Weixianda, Hefei Weixianda, Wuhu Weixianda, Qingyang Meitong and Auterlan Beijing

“Fuyao Mingyaohui”	福堯名肴會(上海)餐飲有限公司 (Fuyao Mingyaohui (Shanghai) Catering Co., Ltd.*), a wholly foreign-owned enterprise established under the laws of the PRC
“FU JI Mingyaohui”	福記名肴會(上海)餐飲有限公司 (FU JI Mingyaohui (Shanghai) Catering Co., Ltd.*), a wholly foreign-owned enterprise established under the laws of the PRC
“Group”	the Company, its subsidiaries and associates from time to time
“Guangdong Huaheng”	廣東華亨能源有限公司 (Guangdong Huaheng Energy Co., Ltd.*), a company established under the laws of the PRC
“Guangxi Meitong”	廣西美通食品有限公司 (Guangxi Meitong Foods Co., Ltd.*), a sino-foreign equity enterprise established under the laws of the PRC
“Heads of Terms”	the heads of terms dated 16 March 2010 entered into by the Company, the Provisional Liquidators (without personal liability) and the Investor setting out the agreement of the parties in respect of major provisions of the Reorganisation Proposal and which are subject to the execution of definitive documentation in due course
“Hefei Weixianda”	合肥味鮮達餐飲服務有限公司 (Hefei Weixianda Catering Services Ltd.*), a company established in the PRC with limited liability
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong from time to time
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Hong Kong Court”	the High Court of Hong Kong
“Intercompany Accounts”	any and all intercompany accounts and intercompany liabilities and obligations, including but not limited to accounts receivable, notes receivables, accounts payable, notes payable, any other intercompany receivables and payables, intercompany sales and purchases and profit and loss sharing obligations, whether or not on a financial statement or general ledger, which arise or are made between members of the Group
“Investor”	Marvel Light Holdings Limited, a company incorporated in the BVI

“Investor Holdco”	安徽豐收投資有限公司 (Anhui Harvest Investment Co., Ltd.*), a company established in the PRC and controlled by Anhui Investment, a state-owned enterprise in the PRC, through Anhui Venture which holds 40% effective interest in Investor Holdco. Other shareholders of Investor Holdco include Redbud Holding, through Shanghai Huali, and Guangdong Huaheng. Each of Redbud Holding and Guangdong Huaheng holds a 30% effective interest in Investor Holdco
“Listing Rules”	the rules governing the listing of securities on the Stock Exchange
“Ningbo Auterlan”	寧波澳特萊海產品開發有限公司 (Ningbo Auterlan Aquatic Products Development Co., Ltd.*), a sino-foreign equity enterprise established under the laws of the PRC
“Perfect Future”	Perfect Future Investment Limited, a company incorporated in Hong Kong with limited liability
“Phase I Disposal”	the original Phase I Disposal as stipulated in the Heads of Terms i.e. the disposal of all equity interests or shares in Rich Line, Ningbo Auterlan, Auterlan Shandong, Guangxi Meitong and Wuxi Meitong (either directly or indirectly with other members of the Group) to the Purchaser
“PRC”	the People’s Republic of China (for the purposes of this announcement excluding Hong Kong, Macau Special Administrative Region of the PRC, and Taiwan)
“Provisional Liquidators”	Messrs Yeung Lui Ming (Edmund), Lai Kar Yan (Derek) and Darach E. Haughey of Deloitte Touche Tohmatsu of 35 th Floor, One Pacific Place, 88 Queensway, Hong Kong
“Purchaser”	Fortune Guard Holdings Limited, a company incorporated in the BVI and wholly-owned by the Investor which shall be the owner of the Disposal Companies following the completion of the Sale and Purchase Agreement
“Purchaser Trust Deed”	a trust deed to be entered into between Rich Line, Perfect Future, Guangxi Meitong, the Company and the Provisional Liquidators
“Qingdao Weixianda”	青島味鮮達餐飲服務有限公司 (Qingdao Weixianda Catering Services Ltd.*), a wholly foreign-owned enterprise established under the laws of the PRC
“Qingyang Meitong”	青陽美通農業發展有限公司 (Qingyang Meitong Agricultural Development Co., Ltd.*), a sino-foreign equity enterprise established under the laws of the PRC

“Redbud Holding”	紫荊控股有限公司 (Tsinghua Redbud Holding Ltd.*), a state-owned enterprise in the PRC
“Reorganisation”	the transfers and arrangements within the Group pursuant to the Equity Transfer Agreement, the Company Trust Deed and the Purchaser Trust Deed to be entered into by the relevant parties for the purposes of the Revised Phase I Disposal
“Reorganisation Proposal”	collectively the Revised Phase I Disposal and a restructuring of the Company involving capital reorganisation and debt restructuring
“Resumption Proposal”	the written proposal to be submitted to Stock Exchange (as supplemented or amended from time to time) seeking the resumption of the trading of the Shares on the Stock Exchange as one of the conditions to the proposed restructuring of the Group
“Revised Phase I Disposal”	the disposal of all equity interests or shares in the Disposal Companies (either directly or indirectly with other members of the Group) to the Purchaser, details of which are set out in the section headed “The Revised Phase I Disposal” in this announcement
“Rich Line”	Rich Line Investment Limited, a company incorporated in the BVI with limited liability
“RMB”	Renminbi, the lawful currency of the PRC from time to time
“Sale and Purchase Agreement”	the sale and purchase agreement dated 29 June 2010 entered into by the Company, Perfect Future, Rich Line, Excelwit, Shandong Auterlan, Guangxi Meitong, the Provisional Liquidators, the Purchaser and the Investor in respect of the Revised Phase I Disposal
“Shandong Auterlan”	山東澳特萊實業有限公司 (Shandong Auterlan Industry Co., Ltd.*), a sino-foreign equity enterprise established under the laws of the PRC
“Shandong Auterlan Poultry”	山東澳特萊禽畜養殖有限公司 (Shandong Auterlan Poultry & Livestock Breeding Co., Ltd.*), a sino-foreign equity enterprise established under the laws of the PRC
“Shanghai Huali”	上海華利投資有限公司 (Shanghai Huali Investment Co., Ltd.*), a company established under the laws of the PRC and owned as to 80% by Redbud Holding
“Shareholders”	holders of the Shares

“Shares”	ordinary share(s) of HK\$0.01 each in the share capital of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Wuxi Meitong”	無錫美通食品科技有限公司 (Wuxi Meitong Food Technology Co., Ltd.*), a sino-foreign equity enterprise established under the laws of the PRC
“Wuhu Weixianda”	蕪湖味鮮達餐飲服務有限公司 (Wuhu Weixianda Catering Services Ltd.*), a company established in the PRC with limited liability

For and on behalf of
FU JI Food and Catering Services Holdings Limited
(Provisional Liquidators appointed)
Lai Kar Yan (Derek)
Yeung Lui Ming (Edmund)
Darach E. Haughey
Joint and Several Provisional Liquidators
Acting as agents for and on behalf of
the Company without personal liability

Hong Kong, 7 July 2010

** For identification purposes only*

As at the date of this announcement, the Board consists of Wong Chi Keung as an independent non-executive director.