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BEAUFORTE INVESTORS CORPORATION LIMITED

(寶 福 集 團 有 限 公 司)

(Incorporated in Hong Kong with limited liability)

(Stock Code: 21)

VERY SUBSTANTIAL ACQUISITION IN RELATION TO THE ACQUISITION OF THE SALE SHARES AND THE LOAN

Financial Advisor to the Company



ASIAN CAPITAL
(CORPORATE FINANCE) LIMITED

卓亞(企業融資)有限公司

SALE AND PURCHASE AGREEMENT

Reference is made to the Subscription Announcement dated 10 March 2008 and the announcements issued by the Company dated 28 March 2008 and 30 May 2008 respectively in relation to the delay in despatch of the circular therefor.

The Board is pleased to announce that on 8 April 2008, the Purchaser, a wholly-owned subsidiary of the Company, entered into the Sale and Purchase Agreement (as supplemented by the Supplemental Agreement dated 4 June 2008) with the Vendors, pursuant to which the Purchaser conditionally agreed to purchase the Sale Shares and the Loan from the Vendors at the aggregate Consideration of RMB70 million (equivalent to approximately HK\$78.4 million). The Sale Shares represent the entire issued share capital of Gold Coast and the Loan amounted to approximately HK\$24,206,595 as at 7 April 2008. The Consideration shall be satisfied by the Purchaser in cash.

Upon Completion, the Company will be interested in the entire issued share capital of Gold Coast which in turn holds the entire equity interest in the PRC Subsidiary, the principal asset of which is the Property located in Baian Peninsula, Houmen Town, Haifeng County, Shanwei City, Guangdong Province, the PRC with a total site area of approximately 35,932 square meters, currently consisting of the 海豐金麗灣度假村(Jinliwan Resort Complex) comprising nineteen (19) blocks of villa with a total gross floor area of approximately 2,317.1 square meters.

THE SCHEME

It is stated in the Subscription Announcement that completion of the Subscription Agreement is conditional upon the Scheme being approved by the High Court of Hong Kong. The Scheme was duly approved by the Creditors at the Scheme Meeting held on 8 May 2008 and the hearing of the petition for its sanction by the High Court of Hong Kong is fixed on 17 June 2008. The Scheme, upon such sanction and on completion of the Subscription, will take binding effect on the Company and the Creditors and upon implementation will discharge in full all the indebtedness of the Company.

As of 9 May 2008, an aggregate amount of approximately HK\$761,310, being claims from certain Creditors, including outstanding independent non-executive Directors' remuneration, was settled by the Company. As at the date of this announcement, to the best information and knowledge of the Directors, the total indebtedness that is due and owing by the Company to all its Creditors is approximately HK\$4,647,740 will be settled under the Scheme.

Pursuant to the Subscription Agreement, the Company and the Subscriber agreed to make available a sum up to HK\$6 million from the proceeds of the Subscription to settle the claims of the Creditors under the Scheme.

GENERAL

The Acquisition constitutes a very substantial acquisition for the Company pursuant to Rule 14.06 of the Listing Rules and is subject to Shareholders' approval by way of poll at the EGM.

As stated in the Subscription Announcement dated 10 March 2008, the independent non-executive Directors were interested in the Scheme. Although as of 9 May 2008 all the outstanding independent non-executive Directors' remuneration was settled by the Company, all the independent non-executive Directors are still not considered to be independent and none of them is eligible to act as a member of the independent board committee to advise the Independent Shareholders on the Subscription and the Whitewash Waiver. An independent financial advisor will be appointed to directly advise the Independent Shareholders of the Subscription, which constitutes a connected transaction under the Listing Rules and the Whitewash Waiver under the Takeovers Code. The further announcement will be made in relation to such appointment pursuant to Rule 2.1 of the Takeovers Code.

A circular containing, among other matters, (i) all the pertinent information on the Subscription Agreement, the Whitewash Waiver, the Sale and Purchase Agreement and the Supplemental Agreement, (ii) the recommendation and the advice of the independent financial advisor to the Independent Shareholders in relation to the Subscription and the Whitewash Waiver; and (iii) a notice to convene the EGM will be despatched to the Shareholders no later than 2 July 2008.

CONTINUED SUSPENSION OF TRADING IN THE SHARES

Trading in the Shares on the Stock Exchange was suspended on 4 July 2006. On 2 November 2007, the Stock Exchange placed the Company into the third stage of the delisting procedures pursuant to Practice Note 17 to the Listing Rules. Asian Capital, on behalf of the Company, submitted the Resumption Proposal to the Stock Exchange on 16 April 2008.

The Stock Exchange is in the process of reviewing the Resumption Proposal and subsequent submissions thereto and has expressed concerns, among others, the potential implication to Listing Rule 14.06(6) regarding the Acquisition and sufficiency of operations of the Company under Listing Rule 13.24.

The release of this announcement is not an indication that the relevant agreements in relation to the Acquisition and the Subscription will be successfully implemented and completed or that the resumption of trading in the Shares has been or will be approved by the Stock Exchange. Trading in the Shares on the Stock Exchange was suspended on 4 July 2006 and will continue to be suspended until further notice. Further announcements will be made when material developments take place, the Resumption Proposal has been approved the Stock Exchange or the trading in the Shares is to be resumed.

INTRODUCTION

Reference is made to the Subscription Announcement dated 10 March 2008 and the announcements issued by the Company dated 28 March 2008 and 30 May 2008 in relation to the delay in despatch of the circular therefor. It is stated in the Subscription Announcement that the Directors intend to apply the net proceeds from the Subscription towards financing the acquisition of suitable businesses by the Group and for general working capital of the Group.

The Board is pleased to announce that on 8 April 2008, the Purchaser, a wholly-owned subsidiary of the Company, entered into the Sale and Purchase Agreement with the Vendors, pursuant to which the Purchaser conditionally agreed to purchase the Sale Shares and the Loan from the Vendors at the aggregate Consideration of RMB70 million (equivalent to approximately HK\$78.4 million). The Sale Shares represent the entire issued share capital of Gold Coast and the Loan amounted to approximately HK\$24,206,595 as at 7 April 2008.

SALE AND PURCHASE AGREEMENT

Date

8 April 2008

Parties

- (a) the Purchaser: Mega Top Capital Resources Limited, a wholly-owned subsidiary of the Company; and
- (b) the Vendors: Mr. Wong Siu Kam (黃少錦) and Ms. Cheung Chau Ying (張秋英).

To the best knowledge, information and belief of the Directors, having made all reasonable enquiries, the Vendors and their associates are Independent Third Parties.

Assets to be Acquired

Pursuant to the Sale and Purchase Agreement, the Purchaser has conditionally agreed to purchase and the Vendors have agreed to sell:

- (a) the Sale Shares, being ten thousand (10,000) shares of HK\$1.00 each in the capital of Gold Coast, representing the entire issued share capital of Gold Coast; and
- (b) the Loan, which amounted to approximately HK\$24,206,595 as at 7 April 2008. The final amount of the Loan to be assigned at Completion will be adjusted by reference to the amount as appeared in the Completion Accounts.

Immediately after signing of the Sale and Purchase Agreement, i.e. 8 April 2008, the Vendors shall use their best endeavours to assist the PRC Subsidiary to obtain 國有土地使用權證 (State-owned Land Use Certificate) in respect of the Other Property within nine (9) months or such later date as the parties may mutually agree in writing. Further announcement(s) will be made in respect of any further agreement(s) in respect of the acquisition of the Other Property in compliance with the Listing Rules.

Consideration and payment terms

The Consideration of RMB70 million (equivalent to approximately HK\$78.4 million) shall be apportioned as follows:

- (a) the consideration for the Loan shall be the face amount of the Loan as at Completion on a dollar-for-dollar basis; and
- (b) the consideration for the Sale Shares shall be the remaining balance of the amount of RMB70 million after deducting therefrom the amount of the Loan as at Completion.

The Consideration of RMB70 million (equivalent to approximately HK\$78.4 million) shall be settled in the following manner:

- (a) an amount of HK\$5 million paid on 18 December 2007 under the Letter of Intent transferred to the Vendors as the First Deposit;
- (b) a further amount of HK\$5 million paid upon signing of the Sale and Purchase Agreement as the Second Deposit;
- (c) an amount of approximately HK\$57.2 million, being the residual sum of RMB60 million (equivalent to approximately HK\$67.2 million), less the First Deposit and the Second Deposit, shall be payable as the Initial Consideration upon Completion; and
- (d) the remaining balance of RMB10 million (equivalent to approximately HK\$11.2 million), being the Retained Consideration, shall be released within seven days after the PRC Subsidiary has obtained the State-owned Land Use Certificate in respect of the Other Property with the assistance of the Vendors.

In the event that the Vendors fail to obtain the State-owned Land Use Certificate in respect of the Other Property within the stipulated time frame, the Purchaser shall not be obliged to release the Retained Consideration and in this regard, the Consideration will be adjusted to RMB60 million (equivalent to approximately HK\$67.2 million). The obtaining of the State-owned Land Use Certificate in respect of the Other Property is not a condition precedent to the completion of the Acquisition.

The balance of the Consideration payable under (c) and (d) above shall be paid by the Purchaser to the Vendors in Hong Kong dollars at the prevailing applicable exchange rate as quoted by the Bank of China (Hong Kong) Limited in Hong Kong on the Completion Date by way of one or more cashier order(s) drawn on a licensed bank in Hong Kong in favour of the Vendors (or as they may otherwise direct in writing).

The Consideration of RMB70 million (equivalent to approximately HK\$78.4 million) was arrived after arm's length negotiations between the Vendors and the Purchaser and was determined with reference to, among others, (i) the face value of the Loan; and (ii) the valuation of the Property of RMB71million (equivalent to approximately HK\$79.52 million) as at 31 March 2008 by the Independent Valuer.

The Subscriber has committed to finance the Acquisition by providing up to HK\$79 million interest free loans exclusively for the payment of the Consideration in the event that completion of the Acquisition takes place earlier than that of the Subscription. All the principal amount of the loans shall be repaid by the Company by setting off the subscription monies payable, upon completion of the Subscription Agreement or such later date as the Subscriber may notify the Company in writing.

Conditions Precedent

Completion of the Sale and Purchase Agreement is conditional upon the satisfaction (or waiver by the Purchaser) of the following on or before the Long Stop Date or such other date as may be agreed by the Vendors and the Purchaser in writing:

- (a) the approval by the Shareholders at the EGM of the Sale and Purchase Agreement and the transactions contemplated thereunder in accordance with the requirements of the Listing Rules;
- (b) the result of the due diligence exercise carried out by the Purchaser on the respective financial, corporate, taxation and trading position, and title to the respective assets of the Gold Coast Group, including but not limited to the Property being satisfactory to the Purchaser;
- (c) all Authorisation necessary or desirable for the consummation of the Acquisition having been obtained and remaining in full force and effect and not being revoked;
- (d) the Vendors notifying the Purchaser's solicitors in writing that:
 - (i) no matter, event, circumstance or change having occurred which has caused, causes or is likely to cause any material adverse effect on:
 - the business, operations, prospects or financial condition, or a material portion of the properties or assets of the Gold Coast Group as a whole or any member of the Gold Coast Group; or
 - the ability of the Vendors to perform or observe any of their obligations, undertakings or covenants under the Sale and Purchase Agreement;
 - (ii) there being no applicable Law which prohibits, restricts or imposes conditions or limitations on, or is reasonably expected to operate to prohibit, restrict or impose conditions or limitations on, the consummation of the Acquisition or the operation of the business of the Gold Coast Group; and
 - (iii) there being no bona fide proceedings in effect, pending or genuinely threatened as of Completion before any court, tribunal or arbitrator of a competent jurisdiction or by any Governmental Authority which seek to prohibit, restrict, impose condition or limitation on or otherwise challenge the Acquisition; and
- (e) compliance by the Company with all applicable disclosures/approval requirements under the Listing Rules in relation to the Acquisition.

The Purchaser may at any time waive in writing the Conditions set out above (other than Condition (a) and (e)). If any of the Conditions set out above has not been satisfied (or, as the case may be, waived by the Purchaser or the Vendors (as appropriate)) by the Long Stop Date and an extension of time is not agreed, the Vendors shall forthwith refund the First Deposit and the Second Deposit to the Purchaser. After such refund, the Sale and Purchase Agreement shall be null and void and of no effect and neither party shall have any claim against, or obligations or liabilities to, any other party thereunder.

Completion

If all the Conditions are fulfilled (or waived by the Purchaser) on or before the Long Stop Date, Completion shall take place on the third business day after the day on which the last of the Conditions is fulfilled (or otherwise waived) (or such other date as may be agreed by the Vendors and the Purchaser in writing).

On 4 June 2008 the Vendors and the Purchaser entered into the Supplemental Agreement pursuant to which both parties agreed to extend the Long Stop Date to 20 August 2008 and the Purchaser acknowledged that no further extensions would be granted by the Vendors for the fulfillment of the Conditions.

Upon Completion, the Company will be interested in the entire issued share capital of Gold Coast which in turn holds the entire equity interest in the PRC Subsidiary. Accordingly, Gold Coast will become an indirect wholly-owned subsidiary of the Company and the Company will be indirectly interested in the entire equity interest in the PRC Subsidiary.

INFORMATION ON GOLD COAST GROUP, THE PROPERTY AND THE OTHER PROPERTY

Gold Coast is an investment holding company incorporated in Hong Kong with 10,000 shares in issue at a par value of HK\$1.00 each and holds the entire equity interest in the PRC Subsidiary.

The PRC Subsidiary is a wholly-owned foreign enterprise established in the PRC with a registered capital of US\$3,100,000. The principal asset of the PRC Subsidiary is the Property located in Baian Peninsula, Houmen Town, Haifeng County, Shanwei City, Guangdong Province, the PRC with a total site area of approximately 35,932 square meters. The Property comprise of nineteen (19) blocks of villa with a total gross floor area of approximately 2,317.1 square meters with dining, entertainment and other ancillary facilities completed in about 2006 for resort tourism business. According to the valuation report prepared by the Independent Valuer, the Property was valued at RMB71million (equivalent to approximately HK\$79.52 million) as at 31 March 2008.

On 28 December 2000, the PRC Subsidiary signed the 徵用土地協議書 (a land requisition agreement) with 海豐縣鮑門鎮百安村委會 (Haifeng County Houmen Town Baian Village Committee), pursuant to which the Other Property, a land parcel adjacent to the Property with a site area of approximately 115,863 square meters, was to be requisitioned by the PRC Subsidiary from Haifeng County Houmen Town Baian Village Committee, the existing user of the Other Property. While this land requisition agreement is still subsisting, as the Vendors did not have enough financial resources to obtain the State-owned Land Use Certificate of the Other Property, the State-owned Land Use Certificate of the Other Property has not been obtained.

To obtain the State-owned Land Use Certificate for the Other Property, the PRC Subsidiary has to enter into the 國有土地轉讓協議 (state-owned land use rights grant contract) with 海豐縣土地資源管理局 (Haifeng County Land Resource Bureau) and pay the relevant consideration and other land premium pursuant to the applicable land administration laws/regulations in the PRC. The land acquisition fee and land use right transfer fee and any other compensation payable in obtaining the Stated-owned Land Use Certificate in respect of the Other Property, are expected to amount to approximately RMB4 million (equivalent to approximately HK\$4.48 million) and shall be borne by the Purchaser. No valuation on the Other Property has been carried out.

Save and except for the holding of the entire equity interest in the PRC Subsidiary, Gold Coast has not engaged in any other business operations. The PRC Subsidiary is the registered and beneficial owner of the Property and is principally engaged in the resort tourism business. Turnover of the PRC Subsidiary is mainly generated from the operations of the nineteen (19) blocks of resort villas, dining, entertainment and other ancillary facilities built on the Property.

Set out below is a summary of the key financial data of Gold Coast based on its audited consolidated accounts for the financial years ended 31 December 2006 and 31 December 2007 prepared in accordance with Hong Kong GAAP:

	For the year ended 31 December	
	2006	2007
	<i>HK\$('000)</i>	<i>HK\$('000)</i>
	(audited)	(audited)
Revenue	1,441	1,118
Loss before taxation and extraordinary items	(2,673)	(1,649)
Loss after taxation and extraordinary items	(2,673)	(1,649)
	As at 31 December	
	2006	2007
	<i>HK\$('000)</i>	<i>HK\$('000)</i>
	(audited)	(audited)
Total assets	20,767	28,630
Net liabilities	(3,396)	(3,807)

INFORMATION ON THE VENDORS

Gold Coast is owned as to 90% by Mr. Wong Siu Kam and 10% by Ms. Cheung Chau Ying. As at 7 April 2008, Gold Coast is indebted to Mr. Wong Siu Kam and Ms. Cheung Chau Ying in the total sum of approximately HK\$24,206,595, which is interest free and repayable on demand.

The Vendors are business partners and are the only legal and beneficial owners of the Sale Shares and are fully entitled to repayment of the Loan. Each of the Vendors has no shareholding in the Company as at the date of this announcement. To the best knowledge, information and belief of the Directors, having made all reasonable enquiries, the Vendors and their respective associates are Independent Third Parties.

REASONS FOR AND BENEFITS OF THE ACQUISITION

The Group is principally engaged in investment holdings, securities investment and property investments. As disclosed in the 2007 annual report and the audited financial statements of the Group for the twelve months ended 31 December 2007, the Group had, and still has, no active operation due to the lack of capital.

The Directors consider that, with the Subscription, the Acquisition represents a good opportunity for the Group to resurrect its business in property development, with opportunities to tap into the growing property market and the resort tourism industry in the PRC. The Vendors did not have the financial means to operate the Property in a profitable manner. The Directors consider that with the necessary financial means to achieve the economy of scale based on proper planning and project

management, the underlying potential of the Property can be realized. Upon Completion, the Directors intend to develop the existing principal resort tourism business of the PRC Subsidiary through further development on the Property and the Other Property. Upon Completion, the Company intends to make further investment on the renovation of the existing 19 blocks of villa on the Property. After obtaining the relevant State-owned Land Use Certificates for the Other Property, the Group will make further investment to build more villas, hotel and other facilities on the Other Property.

The Vendors being the only directors of Gold Coast and the PRC Subsidiary will resign as directors of both Gold Coast and the PRC Subsidiary upon Completion. The Group plans to have Mr. Cheung Chung Leung Richard, an executive Director, to lead a project team comprising experienced and qualified professionals to execute the proposed development plan. Mr. Cheung Chung Leung Richard, is a Registered Architect pursuant to the Architects Registration Ordinance (Cap. 408) and with Class I Registered Architect Qualification in the PRC, and has over 30 years of architectural experience and was the project architect of both the Garden Hotel in Guangzhou, the PRC and the Riverside Plaza Hotel in Shatin, Hong Kong. On the operation side, Ms. Huang, the other executive Director and the chief executive officer of the Company, has experience in setting up and operating the first 5-star international hotel in the Centre Business District in Shenzhen, PRC. Furthermore, the chairman of the Company, Mr. Huang, has ample experience in hotel investment and management. The Company will retain the existing key staff of the PRC Subsidiary and at the same time recruit a high caliber management team qualified in the hospitality industry to ensure the success of the ongoing resort tourism business operations.

The Directors (including the independent non-executive Directors) are of the view that the terms and conditions of the Sale and Purchase Agreement are fair and reasonable and on normal commercial terms and are in the interests of the Company and the Shareholders as a whole.

The Company and the Vendors believed that the procedures for obtaining the State-owned Land Use Certificate of the Other Property could be completed in nine (9) months. However, since the process involves third parties beyond the control of the Company and the Vendors, it is agreed that both parties may agree on additional time in the event the State-owned Land Use Certificate of the Other Property cannot be obtained within the timeframe stipulated in the Sale and Purchase Agreement. The parties consider it appropriate to first review the circumstances at the end of the nine-month period and to agree to an extension if necessary, instead of providing for a longer lead time as now provided in the Sale and Purchase Agreement.

THE SCHEME

As stated in the Subscription Announcement, completion of the Subscription Agreement is conditional upon the Scheme being approved by the High Court of Hong Kong. The Scheme was duly approved by the Creditors of the Company at the Scheme Meeting held on 8 May 2008. The hearing of the petition for the sanction of the Scheme by the High Court of Hong Kong is fixed on 17 June 2008. The Scheme, upon such sanction and on completion of the Subscription, will take binding effect on the Company and the Creditors and upon implementation will discharge in full all the indebtedness of the Company.

As of 9 May 2008, an aggregate amount of approximately HK\$761,310, being claims from certain Creditors, including the outstanding independent non-executive Directors' remuneration was settled by the Company. As the date of this announcement and to the best information and knowledge of the Directors, the total indebtedness that is currently due and owing by the Company to all its Creditors is approximately HK\$4,647,740 will be settled under the Scheme.

Pursuant to the Subscription Agreement, the Company and the Subscriber agreed to make available a sum up to HK\$6 million from the proceeds of the Subscription to settle the claims of the Creditors under the Scheme.

GENERAL

The Acquisition constitutes a very substantial acquisition for the Company under the Listing Rules and is subject to Shareholders' approval by way of poll at the EGM.

The Acquisition is conditional upon, among other conditions referred to above, the obtaining of the Shareholders' approval of the Sale and Purchase Agreement and the transaction contemplated thereunder. To the best knowledge, information and belief of the Directors and having made all reasonable enquiry, there are no Shareholder having a material interest in the Acquisition, and accordingly no Shareholder is required to abstain from voting at the EGM. Under the Sale and Purchase Agreement, the Acquisition is not conditional upon the completion of the Subscription. The Subscriber has committed to finance the Acquisition by providing up to HK\$79 million interest free loans exclusively for the payment of the Consideration in the event that completion of the Acquisition takes place earlier than that of the Subscription or if the Subscription is voted down by the Independent Shareholders.

As stated in the Subscription Announcement dated 10 March 2008, the independent non-executive Directors are interested in the Scheme. Although as of 9 May 2008 all the outstanding independent non-executive Directors' remuneration was settled by the Company, all the independent non-executive Directors are still not considered to be independent and none of them is eligible to act as a member of the independent board committee to advise the Independent Shareholders on the Subscription and the Whitewash Waiver. An independent financial advisor will be appointed to directly advise the Independent Shareholders of the Subscription, which constitutes a connected transaction under the Listing Rules, and the Whitewash Waiver under the Takeovers Code. A further announcement will be made in relation to such the appointment pursuant to Rule 2.1 of the Takeovers Code.

A circular containing, among other matters, (i) all the pertinent information on the Subscription Agreement, the Whitewash Waiver, the Sale and Purchase Agreement and the Supplemental Agreement; (ii) the recommendation and the advice of an independent financial advisor to the Independent Shareholders in relation to the Subscription and the Whitewash Waiver; and (iii) a notice to convene the EGM will be despatched to the Shareholders no later than 2 July 2008.

CONTINUED SUSPENSION OF TRADING IN THE SHARES

Trading in the Shares on the Stock Exchange was suspended on 4 July 2006. At the end of the second stage of the delisting procedures in accordance with Practice Note 17 to the Listing Rules, the Company has not submitted viable resumption proposal. In view of the absence of a viable resumption proposal and the Company's continued failure to demonstrate its compliance with the requirements stipulated under the Listing Rule 13.24, on 2 November 2007, the Stock Exchange placed the Company into the third stage of the delisting procedures pursuant to Practice Note 17 to the Listing Rules, under which the Company would have a final period of six months for the submission of a viable resumption proposal and to remedy those matters that gave rise to the Stock Exchange's proposal to cancel the listing of the Company. If the Company did not submit a viable resumption proposal as required, the Stock Exchange intended to cancel the listing of the Company on the expiry of the six-month period from the date of 2 November 2007 (i.e. 1 May 2008).

Asian Capital, on behalf of the Company, submitted the Resumption Proposal to the Stock Exchange on 16 April 2008. The Company is also required to address concerns raised by the auditors of the Company through the qualification of their audit report on the financial statements of the Group published after the suspension and demonstrate that the Company has in place adequate financial reporting system and internal control procedures to enable the Company to meet its obligations under the Listing Rules. The Stock Exchange is in the process of reviewing the Resumption Proposal and the subsequent submissions thereto and has expressed concerns, among others, the potential implication to Listing Rule 14.06(6) regarding the Acquisition and sufficiency of operations of the Company under Listing Rule 13.24.

The release of this announcement is not an indication that the relevant agreements in relation to the Acquisition and the Subscription will be successfully implemented and completed or that the resumption of trading in the Shares has been or will be approved by the Stock Exchange.

Trading in the Shares on the Stock Exchange was suspended on 4 July 2006 and will continue to be suspended until further notice.

Further announcements will be made when material developments take place, the Resumption Proposal has been approved the Stock Exchange or the trading in the Shares is to be resumed.

DEFINITIONS

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

“Acquisition”	the acquisition of the Sale Shares and the Loan by the Purchaser from the Vendors under the Sale and Purchase Agreement and the Supplemental Agreement;
“Asian Capital”	Asian Capital (Corporate Finance) Limited, a corporation licensed under the SFO to conduct types 1 (dealing in securities), 4 (advising on securities), 6 (advising on corporate finance) and 9 (asset management) regulated activities as defined under the SFO, the financial advisor to the Company;
“Authorisation”	any approval, authorization, consent, license, certificate, permit, concession, agreement or other permission of any kind of, from or by any Governmental Authority, regulatory body or any other third party;
“Board”	the board of Directors;
“Companies Ordinance”	the Companies Ordinance (Cap. 32) of the Laws of Hong Kong;
“Company”	Beauforte Investors Corporation Limited (寶福集團有限公司), a company incorporated in Hong Kong with limited liability, the issued Shares of which are listed on the Main Board of the Stock Exchange;

“Completion”	completion of the sale and purchase of the Sale Shares and assignment of the Loan in accordance with the Sale and Purchase Agreement and the Supplemental Agreement;
“Completion Accounts”	the audited consolidated financial statements of Gold Coast ended on 31 March 2008, which comprise a consolidated balance sheet and consolidated profit and loss account of Gold Coast, and the unaudited consolidated financial statements of Gold Coast ended on the Completion Accounts Date, which comprise the consolidated balance sheet and consolidated profit and loss account of Gold Coast;
“Completion Accounts Date”	the last day of the calendar month immediately preceding the Completion Date;
“Completion Date”	the date on which Completion takes place;
“Conditions”	the conditions precedent of the Sale and Purchase Agreement;
“connected person(s)”	have the meaning ascribed thereto under the Listing Rules;
“Consideration”	RMB70 million (equivalent to approximately HK\$78.4 million), being the aggregate consideration payable by the Purchaser to the Vendors for the purchase of the Sale Shares and the Loan;
“Creditors”	collectively all the creditors of the Company (other than the Subscriber in relation to shareholder’s loans to the Company) whose claims will be settled in full under the Scheme;
“Director(s)”	the director(s) of the Company;
“EGM”	the extraordinary general meeting of the Shareholders to be held to consider all the resolutions of the Company necessary or appropriate in relation to, among others, the Subscription Agreement, the Sale and Purchase Agreement and the transactions contemplated thereunder;
“First Deposit”	an amount of HK\$5 million paid on 18 December 2007 as first deposit under the Letter of Intent and transferred to the Vendors as part of the Consideration;
“Gold Coast”	Gold Coast Tourism Development Limited (金麗灣旅遊發展有限公司), a private company limited by shares incorporated in Hong Kong with an authorized share capital of HK\$1,000,000 divided into 1,000,000 shares of HK\$1.00 each, of which 10,000 shares have been issued and are fully paid up, also the legal and beneficial owner of the entire interest in the PRC Subsidiary;
“Gold Coast Group”	Gold Coast and its wholly-owned subsidiary, the PRC Subsidiary;

“Governmental Authority”	any government (or political subdivision of it), whether on a state, provincial, municipal or local level and whether executive, legislative or judicial in nature, including (without limitation) any agency, authority, board, bureau, commission, court, department or any other instrumentality;
“Group”	the Company and its subsidiaries;
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong;
“Hong Kong”	Hong Kong Special Administrative Region of the PRC;
“Hong Kong GAAP”	means the generally accepted accounting principles in Hong Kong;
“Independent Shareholder(s)”	Shareholder(s) other than the Subscriber and each of her respective associates, parties acting in concert with her and those who are not interested in or involved in the Subscription Agreement and the Whitewash Waiver and the transactions contemplated therein pursuant to the Listing Rules and Takeovers Code;
“Independent Third Party(ies)”	(a) third party(ies) independent of the Company, the Subscriber and their connected persons as defined under the Listing Rules;
“Independent Valuer”	American Appraisal China Limited, an Independent Third Party and a valuer engaged by the Company to conduct the valuation of the Property;
“Initial Consideration”	an amount of approximately HK\$57.2 million, being the residual of RMB60 million (equivalent to approximately HK\$67.2 million) after deducting the First Deposit and the Second Deposit shall be payable on completion of the Acquisition;
“Law”	(i) any law, statute or statutory provision, regulation, rule, constitutional provision, treaty or rule of common law or equity; (ii) any order, notice or decree of any Governmental Authority or other matter of any kind having the force of law; or (iii) any order, decree, judgment or award of any court, tribunal or arbitrator of a competent jurisdiction;
“Letter of Intent”	a non-legally binding letter entered into between the Company and Gold Coast dated 18 December 2007 in relation to the sale and purchase of the Property and the Other Property pursuant to which a total of HK\$5 million has been paid as the First Deposit;
“Listing Rules”	Rules Governing the Listing of Securities on the Stock Exchange;
“Loan”	the amount of shareholders’ loans owe by Gold Coast to the Vendors as at Completion, which as at 7 April 2008 amounted to approximately HK\$24,206,595;

“Long Stop Date”	16 June 2008 pursuant to the Sale and Purchase Agreement dated 8 April 2008 which was extended to 20 August 2008 pursuant to the Supplemental Agreement;
“Other Property”	the land parcel adjacent to the Property with site area of approximately 115,863 square meters requisitioned by the PRC Subsidiary from海豐縣鮎門鎮百安村委會(Haifeng County Houmen Town Baian Village Committee) pursuant to 徵用土地協議書 (a land requisition agreement) dated 28 December 2000 and the related 國有土地使用權證 (State-owned Land Use Certificate) is to be obtained with the assistance of the Vendors;
“PRC”	the People’s Republic of China;
“PRC Subsidiary”	namely “海豐金麗灣度假村有限公司”, the wholly-owned subsidiary of Gold Coast and a wholly-owned foreign enterprise established in the PRC, with total registered capital of US\$3,100,000.00, which owns and operates a resort named “海豐金麗灣度假村”(Jinliwan Resort Complex) built on the Property;
“Property”	the properties with nineteen (19) blocks of villa with dining, entertainment and other ancillary facilities, which are owned and operated by the PRC Subsidiary under various國有土地使用權證(State-owned Land Use Certificates) and 房地產權證(Real Estate Ownership Certificate) for various term expiring in between 4 November 2044 and 7 December 2055;
“Purchaser”	Mega Top Capital Resources Limited, a company incorporated in Hong Kong with limited liability, a wholly owned subsidiary of the Company;
“Resumption Proposal”	the proposal submitted by Asian Capital on behalf the Company to the Stock Exchange to apply for the resumption of trading of the Shares on the Stock Exchange dated 16 April 2008;
“Retained Consideration”	the remaining balance of RMB10 million (equivalent to approximately HK\$11.2 million) which shall be payable to the Vendors within seven days after the PRC Subsidiary has obtained the State-owned Land Use Certificate in respect of the Other Property with the assistance of the Vendors;
“RMB”	Renminbi, the lawful currency of the PRC;
“Sale and Purchase Agreement”	the conditional sale and purchase agreement dated 8 April 2008 entered into between the Purchaser and the Vendors in relation to the sale and purchase of the Sale Shares and the Loan, as supplemented by the Supplemental Agreement dated 4 June 2008;
“Sale Shares”	the ten thousand (10,000) ordinary shares of HK\$1.00 each in the capital of Gold Coast, representing the entire issued share capital of Gold Coast;

“Scheme”	the scheme of arrangement to be made between the Company and its Creditors pursuant to section 166 of the Companies Ordinance;
“Scheme Meeting”	the meeting of the Creditors held on 8 May 2008 approving the Scheme proposed by the Company;
“Second Deposit”	an amount of HK\$5 million paid upon signing of the Sale and Purchase Agreement on 8 April 2008 as the second deposit under the Sale and Purchase Agreement and as part of the Consideration;
“Shareholder(s)”	holder(s) of the Shares;
“Share(s)”	issued and fully-paid ordinary share(s) of nominal value of HK\$0.40 each in the share capital of the Company;
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“Subscriber” or “Ms. Huang”	Ms. Huang Wenxi, a substantial shareholder of the Company who holds 94,079,000 Shares, representing approximately 26.77% of the entire issued share capital of the Company, an executive Director and the chief executive officer of the Company;
“Subscription”	the subscription of the Subscription Shares by the Subscriber on the terms and conditions of the Subscription Agreement;
“Subscription Agreement”	the subscription agreement dated 1 February 2008 made between the Company and the Subscriber in relation to the Subscription;
“Subscription Announcement”	the announcement issued by the Company dated 10 March 2008 regarding the Subscription Agreement, the Whitewash Waiver and the Scheme;
“Subscription Shares”	420,000,000 new Shares at a price of HK\$0.40 per share;
“subsidiary”	bears the meaning ascribed to it in the Companies Ordinance, and “subsidiaries” shall be construed accordingly;
“Supplemental Agreement”	the supplemental agreement to the Sale and Purchase Agreement entered into between the Vendors and the Purchaser dated 4 June 2008 to extend the Long Stop Date from 16 June 2008 to 20 August 2008 and the Purchaser acknowledged that no further extensions would be granted by the Vendors for fulfillment of the Conditions;
“Takeovers Code”	the Hong Kong Code on Takeovers and Mergers;
“US\$”	United States dollars, the lawful currency of the United States of America;

“Vendors” Mr. Wong Siu Kam (黃少錦) and Ms. Cheung Chau Ying (張秋英), the only legal and beneficial owners of the Sale Shares and are fully entitled to repayment of the Loan;

“Whitewash Waiver” a waiver pursuant to Note 1 on dispensations from Rule 26 of the Takeovers Code of the obligations on the part of the Subscriber and her concert parties to make a mandatory general offer under Rule 26 of the Takeovers Code for all the securities of the Company not already owned or agreed to be acquired by the Subscriber and her concert parties as a result of the transactions contemplated under the Subscription Agreement; and

“%” per cent.

For the purpose of this announcement, unless otherwise specified, conversions of RMB into HK\$ are based on the approximate exchange rate of RMB1.00 to HK\$1.12.

By order of the Board
Beauforte Investors Corporation Limited
Cheung Chung Leung Richard
Executive Director

Hong Kong, 12 June 2008

As at the date of this announcement, the Board comprises two executive Directors, namely Mr. Cheung Chung Leung Richard and Ms. Huang Wenxi, two non-executive Directors, namely Mr. Huang Shih Tsai (Chairman) and Ms. Chan I Siu, Fair, three independent non-executive Directors, namely Mr. Cheng Hong Kei, Mr. Leung Kwan, Hermann and Mr. Lum Pak Sum.

The directors of the Company jointly and severally accept full responsibility for the accuracy of the information contained in this announcement, and confirm, having made all reasonable enquiries, that to the best of their knowledge, opinions expressed in this announcement, have been arrived at after due and careful consideration, and there are no other facts not contained in this announcement, the omission of which would make any statement in this announcement misleading.

Please also refer to the published version of this announcement on the Company’s website <http://www.00021.com.hk/>.