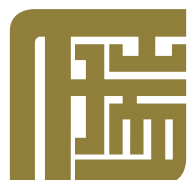


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## **NOBLE CENTURY INVESTMENT HOLDINGS LIMITED**

**仁瑞投資控股有限公司**

*(Incorporated in Bermuda with limited liability)*

**(Stock Code: 2322)**

## **DISCLOSEABLE TRANSACTION INVOLVING PROVISION OF FINANCIAL ASSISTANCE**

### **BACKGROUND**

Reference is made to the announcement of the Company dated 3 November 2016 in relation to the Loan Agreement and the First Entrusted Loan Agreement.

On 20 July 2016, Noble Century Finance, being an indirect wholly-owned subsidiary of the Company, and Mr. Liu entered into the Loan Agreement, pursuant to which Noble Century Finance has agreed to provide to Mr. Liu the Loan in the principal amount of HK\$3.5 million for a term of twelve (12) months. On 20 July 2017, Noble Century Finance and Mr. Liu has entered into the Supplemental Agreement to extend the term of the Loan for an additional term of twelve (12) months commenced from 20 July 2017.

On 3 November 2016, the Lender, the Borrower and the Lending Agent entered into the First Entrusted Loan Agreement, pursuant to which the Lender agreed to provide, through the Lending Agent, the loan facilities of RMB19 million (equivalent to approximately HK\$22.8 million) to the Borrower. The principal amount of the loan contemplated under the First Entrusted Loan Agreement and the interest accrued thereon had been repaid in full by the Borrower to the Lender on 8 November 2017.

## **THE SECOND ENTRUSTED LOAN ARRANGEMENT**

The Board would like to announce that on 10 November 2017 (after trading hours of the Stock Exchange), the Lender, being an indirect wholly-owned subsidiary of the Company, the Borrower and the Lending Agent entered into the Second Entrusted Loan Agreement, pursuant to which the Lender has agreed to entrust a fund in the amount of RMB19 million (equivalent to approximately HK\$22.8 million) to the Lending Agent, for the onward provision of the loan facilities to the Borrower, subject to and upon the terms and conditions therein.

As security for the due and punctual performance of the Borrower's obligations under the Second Entrusted Loan Arrangement, on 10 November 2017 (after the trading hours of the Stock Exchange), the Borrower has procured and each of Mr. Hong and Mr. Liu has executed the First Guarantee Letter and the Second Guarantee Letter respectively in favour of the Lender.

## **LISTING RULES IMPLICATIONS**

As the applicable percentage ratios (as defined under the Listing Rule) in respect of the transactions contemplated under the Loan Agreement (as amended and supplemented by the Supplemental Agreement) are less than 5%, the Loan Agreement (as amended and supplemented by the Supplemental Agreement) does not constitute a notifiable transaction on the part of the Company under the Listing Rules and is not subject to the notification, announcement and the Shareholders' approval requirements of Chapter 14 of the Listing Rules.

Given that Mr. Liu is the owner of 90% equity interest in the Borrower as at the date of this announcement, the transactions contemplated under the Loan Agreement (as amended and supplemented by the Supplemental Agreement) are aggregated with the Second Entrusted Loan Arrangement pursuant to Rule 14.22 of the Listing Rules. As the applicable percentage ratios (as defined under the Listing Rule) in respect of the transactions contemplated under the Loan Agreement (as amended and supplemented by the Supplemental Agreement) and the Second Entrusted Loan Arrangement (on an aggregated basis) are more than 5% but less than 25%, the transactions contemplated under the Loan Agreement (as amended and supplemented by the Supplemental Agreement) and the Second Entrusted Loan Arrangement (on an aggregated basis) constitute a discloseable transaction on the part of the Company under the Listing Rules and are subject to the notification and announcement requirements but exempt from the Shareholders' approval requirement of Chapter 14 of the Listing Rules.

## **BACKGROUND**

20 July 2016, Noble Century Finance, being an indirect wholly-owned subsidiary of the Company, and Mr. Liu entered into the Loan Agreement, pursuant to which Noble Century Finance has agreed to provide to Mr. Liu the Loan in the principal amount of HK\$3.5 million for a term of twelve (12) months and interest shall be charged at 18% per annum and calculated on the actual number of days elapsed on a 365-day year basis. On 20 July 2017, Noble Century Finance and Mr. Liu has entered into the Supplemental Agreement to extend the term of the Loan for an additional term of twelve (12) months commenced from 20 July 2017.

Save that Mr. Liu is the owner of 90% equity interest in the Borrower, to the best of the knowledge, information and belief of the Directors having made all reasonable enquiries, each of Mr. Liu and his associates is an Independent Third Party.

On 3 November 2016, the Lender, the Borrower and the Lending Agent entered into the First Entrusted Loan Agreement, pursuant to which the Lender agreed to provide, through the Lending Agent, the revolving loan facilities of RMB19 million (equivalent to approximately HK\$22.8 million) to the Borrower. The principal amount of the loan contemplated under the First Entrusted Loan Agreement and the interest accrued thereon had been repaid in full by the Borrower to the Lender on 8 November 2017.

## THE SECOND ENTRUSTED LOAN ARRANGEMENT

The Board would like to announce that on 10 November 2017 (after trading hours of the Stock Exchange), the Lender, being an indirect wholly-owned subsidiary of the Company, the Borrower and the Lending Agent entered into the Second Entrusted Loan Agreement, pursuant to which the Lender has agreed to entrust a fund in the amount of RMB19 million (equivalent to approximately HK\$22.8 million) to the Lending Agent, for the onward provision of the loan facilities to the Borrower, subject to and upon the terms and conditions therein.

As security for the due and punctual performance of the Borrower's obligations under the Second Entrusted Loan Arrangement, on 10 November 2017 (after the trading hours of the Stock Exchange), the Borrower has procured and each of Mr. Hong and Mr. Liu has executed the First Guarantee Letter and the Second Guarantee Letter respectively in favour of the Lender.

The principal terms of the Second Entrusted Loan Agreement are set out below:

**Date:** 10 November 2017

**Parties:**

- (1) the Lender;
- (2) the Borrower; and
- (3) the Lending Agent.

To the best of the Directors' knowledge, information and belief having made all reasonable enquires, the Borrower is a company established in the PRC with limited liability and principally engaged in trading and investment holding. As at the date of this announcement, the equity interest in the Borrower is owned as to 90% by Mr. Liu and as to 10% by Mr. Hong.

To the best of the Directors' knowledge, information and belief having made all reasonable enquires, the Lending Agent is a company established in the PRC with limited liability and its principal business is to provide banking and related financial services. The Lending Agent is a financial organization registered with and authorized by the China Banking Regulatory Committee to conduct trust business in the PRC.

Save as disclosed above, to the best of the knowledge, information and belief of the Directors having made all reasonable enquiries, each of the Borrower and the Lending Agent and their ultimate beneficial owner(s) is an Independent Third Party.

### **Entrustment of the Entrusted Fund**

The Lender shall transfer the relevant amount of the Entrusted Fund to a designated bank account of the Lender held with the Lending Agent before the drawdown date of such amount.

The Group intends to finance the Entrusted Fund by its internal resources.

### **Application of the Entrusted Fund**

The Lending Agent shall use the Entrusted Fund for the onward provision of the loan facilities to the Borrower on the following principal terms:

Principal amount of the loan facilities:	up to RMB19 million (equivalent to approximately HK\$22.8million) at any time during the availability period
Availability period:	within three (3) months from the date of the Second Entrusted Loan Agreement
Interest rate:	18% per annum and calculated on the actual number of days elapsed on a 360-day year basis
Purpose of the revolving loan facilities:	for investment purpose

Drawing:

The Borrower may apply for the drawdown of the loan facilities at any time during the availability period by serving, among others, a written notice specifying the drawdown date, the amount to be drawn and the repayment date to the Lender and the Lending Agent. The minimum amount to be drawn each time should be RMB1 million (equivalent to approximately HK\$1.2 million) and should be the multiple of RMB100,000 (equivalent to approximately HK\$120,000).

Prepayment:

The Borrower may prepay the principal amount of the loan on the interest due date by serving seven (7) business days' prior written notice to the Lender and the Lending Agent. The minimum amount to be prepaid each time should be RMB100,000 (equivalent to approximately HK\$120,000) and should be the multiple of RMB100,000 (equivalent to approximately HK\$120,000). Any amount prepaid shall not be re-borrowed by the Borrower.

Repayment:

The Borrower shall:

- (i) repay the interest accrued on the aggregate outstanding principal amount of the loan under the loan facilities at each month-end during the loan period; and
- (ii) repay the principal amount of each loan drawn under the loan facilities together with any accrued and unpaid interest accrued thereon on the repayment date specified in the relevant drawdown notice which shall be on or before the first anniversary of the relevant drawdown date.

## **GUARANTEE LETTERS**

As security for the due and punctual performance of the Borrower's obligations under the Second Entrusted Loan Arrangement, on 10 November 2017 (after the trading hours of the Stock Exchange), the Borrower has procured and each of Mr. Hong and Mr. Liu has executed the First Guarantee Letter and the Second Guarantee Letter respectively in favour of the Lender.

### **The First Guarantee Letter**

The principal terms of the First Guarantee Letter are set out below:

**Date:** 10 November 2017

**Parties:**

- (1) Mr. Hong; and
- (2) the Lender

Save that Mr. Hong is the owner of 10% equity interest in the Borrower, to best of the knowledge, information and belief of the Directors having made all reasonable enquiries, each of Mr. Hong and his associate(s) is an Independent Third Party.

Pursuant to the terms of the First Guarantee letter, Mr. Hong shall provide personal guarantee in favour of the Lender for, including but not limited to, the due and punctual performance by the Borrower of its payment obligations under the Second Entrusted Loan Arrangement.

## **The Second Guarantee Letter**

The principal terms of the Second Guarantee Letter are set out below:

**Date:** 10 November 2017

**Parties:**

- (1) Mr. Liu; and
- (2) the Lender

Save that Mr. Liu is the owner of 90% equity interest in the Borrower, to best of the knowledge, information and belief of the Directors having made all reasonable enquiries, each of Mr. Liu and his associate(s) is an Independent Third Party.

Pursuant to the terms of the Second Guarantee letter, Mr. Liu shall provide personal guarantee in favour of the Lender for, including but not limited to, the due and punctual performance by the Borrower of its payment obligations under the Second Entrusted Loan Arrangement.

## **REASONS FOR AND BENEFITS OF THE SECOND ENTRUSTED LOAN ARRANGEMENT**

The Group is principally engaged in vessel chartering, trading, money lending and finance leasing business.

The Lender is a limited liability company established in the PRC and principally engaged in trading. The terms of the Second Entrusted Loan Arrangement were arrived at after arm's length negotiations among the Lender, the Borrower and the Lending Agent.

The terms of the Second Entrusted Loan Arrangement including but not limited to the interest rate were determined with reference to (i) the commercial practice and the range of interest rate charged by other companies engaging in the similar business in the PRC; and (ii) the interest rate charged by the Group in its money lending business in Hong Kong.



Since the terms of the Second Entrusted Loan Arrangement reflect the normal commercial terms of transactions of this nature and can provide the Group with stable revenue and cash flow stream from the interest received and the Second Entrusted Loan Arrangement is in the ordinary and usual course of business of the Group, the Directors consider that they are fair and reasonable and are in the interest of the Company and the Shareholders as a whole.

## **LISTING RULES IMPLICATIONS**

As the applicable percentage ratios (as defined under the Listing Rule) in respect of the transactions contemplated under the Loan Agreement (as amended and supplemented by the Supplemental Agreement) are less than 5%, the Loan Agreement (as amended and supplemented by the Supplemental Agreement) does not constitute a notifiable transaction on the part of the Company under the Listing Rules and is not subject to the notification, announcement and the Shareholders' approval requirements of Chapter 14 of the Listing Rules.

Given that Mr. Liu is the owner of 90% equity interest in the Borrower as at the date of this announcement, the transactions contemplated under the Loan Agreement (as amended and supplemented by the Supplemental Agreement) are aggregated with the Second Entrusted Loan Arrangement pursuant to Rule 14.22 of the Listing Rules. As the applicable percentage ratios (as defined under the Listing Rule) in respect of the transactions contemplated under the Loan Agreement (as amended and supplemented by the Supplemental Agreement) and the Second Entrusted Loan Arrangement (on an aggregated basis) are more than 5% but less than 25%, the transactions contemplated under the Loan Agreement (as amended and supplemented by the Supplemental Agreement) and the Second Entrusted Loan Arrangement (on an aggregated basis) constitute a discloseable transaction on the part of the Company under the Listing Rules and are subject to the notification and announcement requirements but exempt from the Shareholders' approval requirement of Chapter 14 of the Listing Rules.

## DEFINITIONS

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

“associates”	has the meaning ascribed thereto under the Listing Rules
“Board”	the board of Directors
“Borrower”	深圳市華仁新科技有限公司 (transliterated as Shenzhen Shi Huaren New Technology Company Limited <sup>#</sup> ), being a company established in the PRC with limited liability
“Company”	Noble Century Investment Holdings Limited, a company incorporated in Bermuda with limited liability and the issued Shares of which are listed on the Stock Exchange
“Directors”	the directors of the Company
“Entrusted Fund”	the entrusted fund of RMB19 million (equivalent to approximately HK\$22.8 million) made available by the Lender to the Borrower entrusted with the Lending Agent subject to and upon the terms and conditions of the Second Entrusted Loan Agreement
“First Entrusted Loan Agreement”	the entrusted loan agreement dated 3 November 2016 and entered into among the Lender, the Borrower and the Lending Agent in relation to the provision of the entrusted fund of RMB19 million (equivalent to approximately HK\$22.8 million) to the Borrower

“First Guarantee Letter”	a guarantee letter dated 10 November 2017 and executed by Mr. Hong in favour of the Lender, pursuant to which Mr. Hong shall provide personal guarantee in favour of the Lender for, including but not limited to, the due and punctual performance by the Borrower of its payment obligations under the Second Entrusted Loan Arrangement
“Group”	the Company and its subsidiaries
“Guarantee Letters”	collectively, the First Guarantee Letter and the Second Guarantee Letter
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Independent Third Party(ies)”	any persons or company(ies) and their respective ultimate beneficial owners, to the best of the Directors’ knowledge, information and belief having made all reasonable enquiries, are not connected persons of the Company and are third parties independent of the Company and its connected persons in accordance with the Listing Rules
“Lender”	仁瑞(深圳)貿易有限公司 (transliterated as Noble Century (Shenzhen) Trading Company Limited <sup>#</sup> ), being an indirect wholly-owned subsidiary of the Company and a company established in the PRC with limited liability
“Lending Agent”	東亞銀行(中國)有限公司深圳分行 (transliterated as the Shenzhen branch of The Bank of East Asia (China) Limited <sup>#</sup> ), being a company established in the PRC with limited liability
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange

“Loan”	the loan in the principal amount of HK\$3.5 million provided by Noble Century Finance to Mr. Liu pursuant to the Loan Agreement (as amended and supplemented by the Supplemental Agreement)
“Loan Agreement”	the loan agreement dated 20 July 2016 and entered into between Noble Century Finance and Mr. Liu, pursuant to which Noble Century Finance has agreed to provide to Mr. Liu the Loan in the principal amount of HK\$3.5 million for a term of twelve (12) months
“Mr. Hong”	Mr. Hong Wenhao, being the owner of 10% equity interest in the Borrower as at the date of this announcement
“Mr. Liu”	Mr. Liu Yi, being the owner of 90% equity interest in the Borrower as at the date of this announcement
“Noble Century Finance”	Noble Century Finance Limited, being an indirect wholly owned subsidiary of the Company and a company incorporated in Hong Kong with limited liability
“PRC”	the People’s Republic of China which for the purpose of this announcement excludes Hong Kong, the Macau Special Administrative Region and Taiwan
“Second Entrusted Loan Agreement”	the entrusted loan agreement dated 10 November 2017 and entered into among the Lender, the Borrower and the Lending Agent in relation to the provision of the Entrusted Fund to the Borrower
“Second Entrusted Loan Arrangement”	the transactions contemplated under the Second Entrusted Loan Agreement

“Second Guarantee Letter”	a guarantee letter dated 10 November 2017 and executed by Mr. Liu in favour of the Lender, pursuant to which Mr. Liu shall provide personal guarantee in favour of the Lender for, including but not limited to, the due and punctual performance by the Borrower of its payment obligations under the Second Entrusted Loan Arrangement
“Share(s)”	share(s) of the Company of HK\$0.02 each
“Shareholder(s)”	holder(s) of the Share(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Supplemental Agreement”	a supplemental agreement to the Loan Agreement dated 20 July 2017 and entered into between Noble Century Finance and Mr. Liu pursuant to which the term of the Loan shall be extended for an additional term of twelve (12) months commenced from 20 July 2017
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“RMB”	Renminbi, the lawful currency of the PRC
“%”	per cent

By order of the Board  
**Noble Century Investment Holdings Limited**  
**Ms. Zheng Juhua**  
*Chairman*

Hong Kong, 10 November 2017

*For the purpose of this announcement, unless otherwise indicated, conversion of Renminbi into Hong Kong dollars is calculated at the approximate exchange rate of RMB1.00 to HK\$1.20. This exchange rate is adopted for the purpose of illustration purpose only and does not constitute a representation that any amounts have been, could have been, or may be, exchanged at this rate or any other rates at all.*

*# the English translation of Chinese names or words in this announcement, where indicated, are included for information purpose only, and should not be regarded as the official English translation of such Chinese names or words.*

*As at the date of this announcement, the executive Directors are Ms. Zheng Juhua, Ms. Wang Yingqian and Mr. Chan Chi Yuen; the independent non-executive Directors are Mr. Man Kwok Leung, Mr. Yu Pak Yan, Peter and Mr. Chi Chi Hung, Kenneth.*