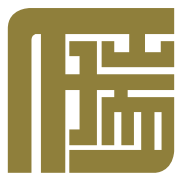


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NOBLE CENTURY INVESTMENT HOLDINGS LIMITED

仁瑞投資控股有限公司

(Incorporated in Bermuda with limited liability)

(Stock Code: 2322)

(I) TERMINATION OF VERY SUBSTANTIAL ACQUISITION INVOLVING FINANCE LEASE ARRANGEMENT; AND (II) MAJOR TRANSACTION INVOLVING PROVISION OF FINANCIAL ASSISTANCE AND ADVANCE TO AN ENTITY

TERMINATION OF THE FINANCE LEASE ARRANGEMENT

Reference is made to the announcement of the Company dated 5 February 2015 and the circular of the Company dated 12 March 2015 in relation to the Finance Lease Arrangement.

On 26 January 2016 (after the trading hours of the Stock Exchange), the Lessor and the Lessee have entered into the Termination Agreement, pursuant to which the parties thereto agreed to terminate the Finance Lease Arrangement.

THE ENTRUSTED LOAN ARRANGEMENT

The Board would like to announce that on 26 January 2016 (after the trading hours of the Stock Exchange), the Lender, being an indirect wholly-owned subsidiary of the Company, the Borrower (being the Lessee under the Finance Lease Agreement) and the Lending Agent entered into the Entrusted Loan Agreement, pursuant to which the Lender has agreed to entrust a fund in the amount of RMB54.79 million (equivalent to approximately HK\$64.10 million) to the Lending Agent, for on-lending to the Borrower for a term of thirty-six (36) months, subject to and upon the terms and conditions therein.

As security for the due and punctual performance of the Borrower's obligation under the Entrusted Loan Agreement, on 26 January 2016 (after the trading hours of the Stock Exchange), the Borrower has procured and the Guarantor has executed the Guarantee Contract in favour of the Lender.

LISTING RULES IMPLICATIONS

As the applicable percentage ratios (as defined under the Listing Rule) in respect of the Entrusted Loan Arrangement are more than 25% but less than 75%, the Entrusted Loan Arrangement constitutes a major transaction on the part of the Company under the Listing Rules and is subject to the notification, announcement and Shareholder's approval requirement of Chapter 14 of the Listing Rules.

Under Rule 13.15 of the Listing Rules, a general disclosure obligation arises where the advance to an entity by the Company and its subsidiaries exceed 8% of the Company's latest published consolidated total assets. The advance under the Entrusted Loan Arrangement constitutes an advance to entity under Rule 13.13 of the Listing Rules. The relevant information is disclosed herein in compliance with Rule 13.15 of the Listing Rules.

SGM

The SGM will be convened for the purpose of considering and, if deemed appropriate, approving, among other things, the Entrusted Loan Agreement and the transactions contemplated thereunder including but not limited to the Guarantee Contract.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, no Shareholder has a material interest in the Entrusted Loan Arrangement. As such, no Shareholder will be required to abstain from voting on the resolution(s) to approve the Entrusted Loan Agreement and the transactions contemplated thereunder including but not limited to the Guarantee Contract. Any vote exercised by the Shareholders at the SGM shall be taken by way of poll.

A circular containing, among others, details of the Entrusted Loan Arrangement, will be despatched to the Shareholders as soon as practicable and within 15 business days of this announcement in accordance with the Listing Rules.

TERMINATION OF THE FINANCE LEASE ARRANGEMENT

Reference is made to the announcement of the Company dated 5 February 2015 and the circular of the Company dated 12 March 2015 in relation to the Finance Lease Arrangement.

On 26 January 2016 (after the trading hours of the Stock Exchange), the Lessor and the Lessee have entered in the Termination Agreement, pursuant to which the parties thereto agreed to terminate the Finance Lease Arrangement subject to the terms and conditions of the Termination Agreement.

The principal terms of the Termination Agreement are set out below:

Date: 26 January 2016

Parties:

(1) the Lessor; and

(2) the Lessee

As at the date of this announcement, the outstanding balance of the financial assistance provided by the Lessor to the Lessee pursuant to the Finance Lease Arrangement amounted to approximately RMB62.80 million (equivalent to approximately HK\$73.48 million). In light of the changes in circumstances and after arm's length negotiations, the Lessor and the Lessee mutually agreed to terminate the Finance Lease Arrangement subject to the terms and conditions of the Termination Agreement.

Pursuant to the terms and conditions of the Termination Agreement, the Termination Agreement shall be effective upon the Entrusted Loan Agreement becoming effective and the Entrusted Loan having been provided by the Lender to the Borrower through the Lending Agent under the Entrusted Loan Arrangement. The Lessee shall repay the outstanding balance of the financial assistance provided by the Lender to the Lessor pursuant to the Finance Lease Arrangement in the following manner:

- (i) within two (2) hours during which licensed banks in the PRC are generally open for business from the receipt of the First Tranche Entrusted Loan (as defined below), repay RMB20 million (equivalent to approximately HK\$23.40 million);
- (ii) within two (2) hours during which licensed banks in the PRC are generally open for business from the receipt of the Second Tranche Entrusted Loan (as defined below), repay RMB20 million (equivalent to approximately HK\$23.40 million); and
- (iii) within two (2) hours during which licensed banks in the PRC are generally open for business from the receipt of the Third Tranche Entrusted Loan (as defined below), repay approximately RMB22.80 million (equivalent to approximately HK\$26.67 million).

Upon the repayments set out above having been made by the Lessee, the Finance Lease Arrangement shall be terminated and no claims shall be brought pursuant thereto and the obligations of Hanergy Holding under the Guarantee Agreement shall be released.

The Board considers that the termination of the Finance Lease Arrangement will have no material adverse impact on the existing business of the Group.

THE ENTRUSTED LOAN AGREEMENT

The Board would like to announce that on 26 January 2016 (after the trading hours of the Stock Exchange), the Lender, being an indirect wholly-owned subsidiary of the Company, the Borrower (being the Lessee under the Finance Lease Agreement) and the Lending Agent entered into the Entrusted Loan Agreement, pursuant to which the Lender has agreed to entrust a fund in the amount of RMB54.79 million (equivalent to approximately HK\$64.10 million) to the Lending Agent, for on-lending to the Borrower for a term of thirty-six (36) months, subject to and upon the terms and conditions therein.

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

Date: 26 January 2016

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 enquiries, the Borrower is a company established in the PRC with limited liability and principally engaged in the charter flights transportation business.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, the Lending Agent is a joint stock limited company established in the PRC 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.

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) are Independent Third Parties.

Entrustment of the Entrusted Fund

The Lender shall transfer the relevant tranche of the Entrusted Fund, being RMB54.79 million (equivalent to approximately HK\$64.10 million in aggregate), to a designated trust account held by the Lending Agent on such date such that there will be sufficient fund in the said trust account for the provision of First Tranche Entrusted Loan, the Second Tranche Entrusted Loan and the Third Tranche Entrusted Loan.

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

Application of the Entrusted Fund

The Lending Agent shall on-lend the Entrusted Fund to the Borrower on the following principal terms:

Loan amount:

An aggregate amount of RMB54.79 million (equivalent to approximately HK\$64.10 million), which shall be provided to the Borrower in three tranches within thirty (30) days after obtaining the Shareholder's approval at the SGM in the following manner:

- (i) RMB20 million (equivalent to approximately HK\$23.40 million) (the "**First Tranche Entrusted Loan**");
- (ii) RMB20 million (equivalent to approximately HK\$23.40 million) (the "**Second Tranche Entrusted Loan**"); and
- (iii) RMB14.79 million (equivalent to approximately HK\$17.30 million) (the "**Third Tranche Entrusted Loan**").

Interest rate:

Interest on the Entrusted Loan shall be charged at 7.5% per annum and calculated on the actual number of days elapsed on a 360-day year basis.

The interest rate for the Entrusted Loan was arrived at after arm's negotiation between the Group and the Borrower, with reference to the interest rate in the People's Bank of China.

Term of the loan:

Thirty-six (36) months from the drawdown date of the First Tranche Entrusted Loan, the Second Tranche Entrusted Loan and the Third Tranche Entrusted Loan respectively.

Repayment:

Pursuant to the Entrusted Loan Agreement, the principal amount of the First Tranche Entrusted Loan and the interest accrued thereon shall be repaid quarterly by the Borrower to the Lending Agent in twelve (12) installments of approximately RMB1.88 million (equivalent to approximately HK\$2.20 million) each and the Lending Agent shall transfer the repaid amount together with all the interest received from the Borrower to the account of Lender maintained with the Lending Agent.

Pursuant to the Entrusted Loan Agreement, the principal amount of the Second Tranche Entrusted Loan and the interest accrued thereon shall be repaid quarterly by the Borrower to the Lending Agent in twelve (12) installments of approximately RMB1.88 million (equivalent to approximately HK\$2.20 million) each and the Lending Agent shall transfer the repaid amount together with all the interest received from the Borrower to the account of Lender maintained with the Lending Agent.

Pursuant to the Entrusted Loan Agreement, the principal amount of the Third Tranche Entrusted Loan and the interest accrued thereon shall be repaid quarterly by the Borrower to the Lending Agent in twelve (12) installments of approximately RMB1.39 million (equivalent to approximately HK\$1.62 million) each and the Lending Agent shall transfer the repaid amount together with all the interest received from the Borrower to the account of Lender maintained with the Lending Agent.

Prepayment:

By giving written advance notice to the Lender and the Lending Agent, the Borrower has the rights to prepay part or the whole amount of the Entrusted Loan.

Effective date:

The Entrusted Loan Agreement shall be effective upon the passing of an ordinary resolution by the Shareholders at the SGM to approve the Entrusted Loan Agreement and the transactions contemplated thereunder including but not limited to the Guarantee Contract.

THE GUARANTEE CONTRACT

As security for the due and punctual performance of the Borrower's obligations under the Entrusted Loan Agreement, on 26 January 2016 (after the trading hours of the Stock Exchange), the Borrower has procured and the Guarantor has executed the Guarantee Contract in favour of the Lender upon the signing of the Entrusted Loan Agreement.

The principal terms of the Guarantee Contract are set out below:

Date: 26 January 2016

Parties:

- (1) the Lender; and
- (2) the Guarantor

To the best of the Directors' knowledge and information, the Guarantor is a company established in the PRC with limited liability and principally engaged in clean energy as at the date of this announcement.

To the best of the knowledge, information and belief of the Directors having made all reasonable enquiries, the Guarantor and its ultimate beneficial owner(s) is Independent Third Parties.

Guarantee

The Guarantor shall provide guarantee in favour of the Lender for, including but not limited to, unpaid principal amount of the Entrusted Loan and the interest accrued thereon, compensation, default interest or other monies payable by the Borrower under and all expenses incurred by the Lender caused by or in relation to the Entrusted Loan Arrangement.

Effective date

The Guarantee Contract shall be effective upon the passing of an ordinary resolution by the Shareholders at the SGM to approve the Entrusted Loan Agreement and the transactions contemplated thereunder including but not limited to the Guarantee Contract.

REASONS FOR AND BENEFITS OF THE ENTRUSTED LOAN ARRANGEMENT

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

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

The terms of the 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 in the People's Bank of China.

Since the terms of the Entrusted Loan Arrangement reflect the normal commercial terms of transactions of this nature and can provide the Group with stable revenue and cashflow stream from the interest received and the Entrusted Loan Arrangement are 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 Entrusted Loan Arrangement are more than 25% but below 75%, the Entrusted Loan Arrangement constitute a major transaction on the part of the Company under the Listing Rules and is subject to the notification, announcement and Shareholder's approval requirement of Chapter 14 of the Listing Rules.

Under Rule 13.15 of the Listing Rules, a general disclosure obligation arises where the advance to an entity by the Company and its subsidiaries exceed 8% of the Company's latest published consolidated total assets. The advance under the Entrusted Loan Arrangement constitutes an advance to entity under Rule 13.13 of the Listing Rules. The relevant information is disclosed herein in compliance with Rule 13.15 of the Listing Rules.

SGM

The SGM will be convened for the purpose of considering and, if deemed appropriate, approving, among other things, the Entrusted Loan Agreement and the transactions contemplated thereunder including but not limited to the Guarantee Contract.

To the best of the Directors' knowledge, information and belief having made all reasonable enquires, no Shareholder has a material interest in the Entrusted Loan Arrangement. As such, no Shareholder will be required to abstain from voting on the resolution(s) to approve the Entrusted Loan Agreement and the transactions contemplated thereunder including but not limited to the Guarantee Contract. Any vote exercised by the Shareholders at the SGM shall be taken by way of poll.

A circular containing, among others, details of the Entrusted Loan Arrangement, will be despatched to the Shareholders as soon as practicable and within 15 business days of this announcement in accordance with the Listing Rules.

DEFINITIONS

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

“Board”	the board of Directors
“Borrower/Lessee”	漢能公務航空有限公司 (transliterated as Hanergy Civil Aviation Company Limited [#]), being a company with established in the PRC with limited liability
“Business Day(s)”	a day (other than a Saturday, Sunday or public holiday) on which licensed banks in the PRC are generally open for business throughout their normal business hours
“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 RMB54.79 million (equivalent to approximately HK\$64.10 million) made available by the Lender to the Borrower entrusted with the Lending Agent subject to and upon the terms and conditions of the Entrusted Loan Agreement
“Entrusted Loan”	the aggregate principal amount drawn and for the time being outstanding pursuant to the terms and conditions of the Entrusted Loan Agreement
“Entrusted Loan Agreement”	the entrusted loan agreement dated 26 January 2016 and entered into among the Lender, the Borrower and the Lending Agent in relation to the provision of the Entrusted Fund to the Borrower
“Entrusted Loan Arrangement”	the transactions contemplated under the Entrusted Loan Agreement and the Guarantee Contract
“Finance Lease Agreement”	an agreement dated 5 February 2015 (as supplemented by the supplemental agreement dated 5 February 2015) and entered into between Lessor and the Lessee in relation to the Finance Lease Arrangement
“Finance Lease Arrangement”	the transactions contemplated under the Sale and Purchase Agreement, the Finance Lease Agreement and the Guarantee Agreement
“Group”	the Company and its subsidiaries

“Guarantee Agreement”	an agreement dated 5 February 2015 and entered into between the Lessor and Hanergy Holding, pursuant to which, Hanergy Holding shall provide guarantee in favour of the Lessor in relation to the Finance Lease Arrangement
“Guarantee Contract”	an agreement dated 26 January 2016 and entered into among the Lender, the Borrower and the Guarantor, pursuant to which, the Guarantor shall provide guarantee in favour of the Lender in relation to the entrusted Loan Arrangement
“Guarantor”	江蘇聯能風力發電有限公司 (transliterated as Jiangsu Lianneng Wind Power Limited [#]), being a company established in the PRC with limited liability
“Hanergy Holding”	漢能控股集團有限公司 (translated as Hanergy Holding Group Company Limited [#]), being a company established in the PRC with limited liability
“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”	仁瑞堂實業(深圳)有限公司 (transliterated as Noble Century Industry (Shenzhen) Company Limited [#]), an indirect wholly-owned subsidiary of the Company
“Lending Agent”	Agricultural Bank of China Limited, a joint stock limited company established in the PRC
“Lessor”	仁瑞(深圳)融資租賃有限公司 (Noble Century (Shenzhen) Finance Leasing Limited [#]), an indirect wholly-owned subsidiary of the Company and formerly known as 亞洲德科(深圳)融資租賃有限公司 (transliterated as Asia Dellker (Shenzhen) Finance Lease Company Limited [#])
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“PRC”	the People’s Republic of China which for the purpose of this announcement excludes Hong Kong, the Macau Special Administrative Region and Taiwan
“Sale and Purchase Agreement”	an agreement dated 5 February 2015 and entered into between the Lessor and the Lessee in relation to the Finance Lease Arrangement

“SGM”	a special general meeting of the Company to be convened and, if deemed appropriate, to approve, among other things, the Entrusted Loan Agreement and the transactions contemplated thereunder including but not limited to Guarantee Contract
“Share(s)”	share(s) of the Company of HK\$0.10 each
“Shareholder(s)”	holder(s) of the issued Share(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Termination Agreement”	an agreement dated 26 January 2016 and entered into between the Lessor and the Lessee, pursuant to which the parties thereto agreed to terminate the Finance Lease Arrangement
“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, 26 January 2016

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\$1.17. 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, is 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 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.