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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)

SECOND SUPPLEMENTAL AGREEMENT TO ACQUISITION AGREEMENT IN RELATION TO THE ACQUISITION OF TWO VESSELS

Reference is made to (i) the announcement (the “**First Announcement**”) of Noble Century Investment Holdings Limited (the “**Company**”) dated 26 January 2016 regarding, among other matters, the discloseable transaction in relation to the acquisition of Vessel Tongcheng 601 and Vessel Tongcheng 602, each being a cargo ship registered in the PRC and built by Zhejiang Hexing Shipyard in the PRC in 2010, with deadweight tonnage of about 5,450 metric tons, by 汕頭市仁瑞船務有限公司 (transliterated as Shantou Noble Century Shipping Limited[#]) (“**Noble Century Shipping**”), a company established in the PRC with limited liability and an indirect wholly-owned subsidiary of the Company, from 廣東通成船務有限公司 (transliterated as Guangdong Tongcheng Shipping Company Limited[#]) (“**Guangdong Tongcheng**”), a company established in the PRC with limited liability, pursuant to the terms and conditions of the acquisition agreement (the “**Acquisition Agreement**”) dated 26 January 2016 and entered into between Noble Century Shipping and Guangdong Tongcheng; and (ii) the announcement (the “**Second Announcement**”) of the Company dated 26 April 2016 regarding, among other matters, the supplemental agreement (the “**Supplemental Agreement**”) to the Acquisition Agreement dated 26 April 2016 and entered into between Noble Century Shipping and Guangdong Tongcheng to amend and supplement certain terms and conditions of the Acquisition Agreement. Unless the context otherwise requires, capitalised terms used herein shall have the same meanings as those defined in the First Announcement and the Second Announcement.

SECOND SUPPLEMENTAL AGREEMENT

Background

Pursuant to the Acquisition Agreement (as supplemented by the Supplemental Agreement), the Second Tranche Acquisition Consideration in the amount of RMB24.00 million (equivalent to approximately HK\$28.08 million), shall be deemed to have been satisfied and/or made by Noble Century Shipping to Guangdong Tongcheng by way of the entering

into of the Tri-party Agreement amongst Noble Century Shipping, Guangdong Tongcheng and China Construction Bank Corporation in respect of the novation of the obligations of Guangdong Tongcheng in the Bank Loan to Noble Century Shipping, which shall be entered into within six (6) months from the date of the Acquisition Agreement, or such later date as Noble Century Shipping and Guangdong Tongcheng may agree.

Further, pursuant to the Acquisition Agreement (as supplemented by the Supplemental Agreement), Guangdong Tongcheng shall, within six (6) months from the date of the Acquisition Agreement, complete the registration of Vessel Tongcheng 601 and Vessel Tongcheng 602 under the name of Noble Century Shipping.

As at the date of this announcement, Noble Century Shipping, Guangdong Tongcheng and China Construction Bank Corporation are unable to reach an agreement or entering into the Tri-party Agreement.

Second Supplement Agreement

On 26 July 2016 (after the trading hours of the Stock Exchange), Noble Century Shipping and Guangdong Tongcheng entered into the second supplemental agreement (the “**Second Supplemental Agreement**”) to the Acquisition Agreement, pursuant to which (i) the Second Tranche Acquisition Consideration shall be satisfied by the payment of RMB24.00 million (equivalent to approximately HK\$28.08 million) by the Noble Century Shipping to China Construction Bank Corporation to repay the Bank Loan within two hundred and seventy (270) days from the date of the Acquisition Agreement, or such later date as Noble Century Shipping and Guangdong Tongcheng may agree provided that Guangdong Tongcheng has provided written consent from China Construction Bank Corporation regarding such repayment of the Bank Loan; and (ii) Guangdong Tongcheng shall, within three hundred and sixty five (365) days from the date of the Acquisition Agreement, or such later date as Noble Century Shipping and Guangdong Tongcheng may agree, complete the registration of Vessel Tongcheng 601 and Vessel Tongcheng 602 under the name of Noble Century Shipping.

The Board intends to finance the Second Tranche Acquisition Consideration by internal resources.

Save for the amendments contained in the Second Supplemental Agreement as stated above, all other terms and conditions of the Acquisition Agreement shall remain in full force and effect.

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

Hong Kong, 26 July 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.