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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)

**THIRD SUPPLEMENTAL MEMORANDUM OF UNDERSTANDING  
IN RESPECT OF  
THE POSSIBLE ACQUISITION AND/OR  
THE POSSIBLE SUBSCRIPTION OF 51% EQUITY INTEREST IN  
ZHONG SUI TRADE LIMITED**

Reference is made to (i) the announcement of the Noble Century Investment Holdings Limited (the “**Company**”) dated 7 July 2014 in relation to, among other matters, the non-legally binding memorandum of understanding (the “**MOU**”) dated 7 July 2014 in relation to the possible acquisition (the “**Possible Acquisition**”) and/or the possible subscription (the “**Possible Subscription**”) of 51% equity interest in Zhong Sui Trade Limited (the “**Target Company**”) by Noble Century Investments Limited (the “**BVI Company**”), a an indirect wholly-owned subsidiary of the Company; (ii) the announcement of the Company dated 7 January 2015 in relation, among other matters, a supplemental memorandum of understanding (the “**Supplemental MOU**”) dated 7 January 2015; (iii) the announcement of the Company dated 7 July 2015 in relation, among other matters, a second supplemental memorandum of understanding (the “**Second Supplemental MOU**”) dated 7 July 2015; and (iv) the announcement of the Company dated 3 August 2015 in relation to, among others, update on the Possible Acquisition and/or the Possible Subscription (collectively, known as the “**Announcements**”). Unless otherwise defined, capitalised terms used in this announcement shall have the same meanings as those defined in the Announcements.

**BACKGROUND**

Pursuant to the terms of the MOU, it is agreed that the parties thereto shall procure the entering into of the Formal Agreement in relation to the Possible Acquisition and/or the Possible Subscription (as the case may be) within six months from the date of the MOU, or such later date as the parties thereto may agree (the “**Formal Agreement Signing Date**”).

Further, pursuant to the terms of the MOU, it is also agreed that each of the Vendor and the Target Company will not within 6 months after the date of the MOU discuss or negotiate with any party other than the BVI Company in relation to the Possible Acquisition and the Possible Subscription or other corporate assets and interest in relation to the Possible Subscription and the Possible Acquisition (the “**Exclusivity Period**”).

Pursuant to the terms of the Supplemental MOU, it is further agreed among the parties thereto to extend both the Formal Agreement Signing Date and the Exclusivity Period for a further six-month period from the date of the Supplemental MOU, or such later date as the parties thereto may agree.

Pursuant to the terms of the Second Supplemental MOU, it is further agreed among the parties thereto to extend both the Formal Agreement Signing Date and the Exclusivity Period for a further six-month period from the date of the Second Supplemental MOU, or such later date as the parties thereto may agree.

### **THE THIRD SUPPLEMENTAL MOU**

As additional time is required for, among others, review of the updated financial information of the Target Group for the year ended 31 December 2015 and negotiating the terms and conditions of the Formal Agreement, the BVI Company, the Vendor and the Target Company entered into a third supplemental memorandum of understanding on 7 January 2016 (the “**Third Supplemental MOU**”) to extend both the Formal Agreement Signing Date and the Exclusivity Period for a further six-month period from the date of the Third Supplemental MOU, or such later date as the parties thereto may agree.

Save for the above, all other terms and conditions of the MOU shall remain unchanged.

### **GENERAL**

The Third Supplemental MOU does not constitute legally-binding commitment in respect of the Possible Acquisition and/or the Possible Subscription. The Possible Acquisition and/or the Possible Subscription is subject to the execution and completion of the Formal Agreement.

If the Formal Agreement is entered into, the Possible Acquisition and/or the Possible Subscription (as the case may be) may constitute a notifiable transaction on the part of the Company pursuant to Chapter 14 of the Listing Rules and/or a connected transaction on the part of the Company pursuant to Chapter 14A of the Listing Rules. In this regard, the Company will comply with the reporting, disclosure and/or Shareholders’ approval requirements under the Listing Rules.

The Board wishes to highlight that no binding agreement in relation to the Possible Acquisition and the Possible Subscription has been entered into as at the date of this

announcement. As such, the Possible Acquisition and/or the Possible Subscription may or may not proceed. If the Possible Acquisition and/or the Possible Subscription (as the case may be) is materialised, it may constitute a notifiable transaction and/or a connected transaction on the part of the Company.

**Shareholders and investors are urged to exercise caution when dealing in the securities of the Company.** Further announcement in respect of the Possible Acquisition and/or the Possible Subscription will be made by the Company in the event any Formal Agreement has been signed.

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

Hong Kong, 7 January 2016

*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.*