

*Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this announcement, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this announcement.*



**NOBLE CENTURY INVESTMENT HOLDINGS LIMITED**

**仁瑞投資控股有限公司**

*(Incorporated in Bermuda with limited liability)*

**(Stock Code: 2322)**

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

The Board announces that on 7 July 2014, the BVI Company, an indirect wholly-owned subsidiary of the Company, entered into the non-legally binding MOU with the Vendor and the Target Company in relation to the Possible Subscription and/or the Possible Acquisition.

The Target Company was incorporated in the Hong Kong with limited liability and is principally engaged in trading of plastic pellets and investment holdings. As at the date of this announcement, all the shares of the Target Company in issue are owned by the Vendor. The Target Group is principally engaged in the trading of plastic pellets and seafood business in Hong Kong and PRC.

Subject to the fulfillment of the conditions of the Possible Subscription and/or the Proposed Acquisition, if completion of the Possible Subscription and/or the Possible Acquisition takes place, the BVI Company will be interested in approximately 51% of the total number of shares in issue of the Target Company and the Target Company will become a non-wholly owned subsidiary of the Company.

The Board wishes to emphasize that no binding agreement in relation to the Possible Subscription and/or the Possible Acquisition has been entered into as at the date of this announcement. As such, the Possible Subscription and/or the Possible Acquisition may or may not proceed. If the Possible Subscription and/or the Possible Acquisition 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 Subscription and/or the Possible Acquisition will be made by the Company in the event any Formal Agreement has been signed.

This announcement is made pursuant to Rule 13.09 of the Listing Rules and the Inside Information Provisions (as defined under the Listing Rules) under Part XIVA of the SFO.

On 7 July 2014 (after the trading hours of the Stock Exchange), the BVI Company, an indirect wholly-owned subsidiary of the Company, entered into the non-legally binding MOU with the Vendor and the Target Company in relation to the Possible Subscription and/or the Possible Acquisition.

## **THE MOU**

**Date:** 7 July 2014

**Parties:** (i) the BVI Company, an indirect wholly-owned subsidiary of the Company  
(ii) the Vendor; and  
(iii) the Target Company.

The Vendor is a company incorporated in Hong Kong with limited liability. It is principally engaged in investment holdings.

The Target Company is a company incorporated in Hong Kong with limited liability and is wholly and beneficially owned by the Vendor as at the date of this announcement. It is principally engaged in trading of plastic pellets and investment holdings.

To the best of the Directors' knowledge, information and belief and having made all reasonable enquiries, each of the Vendor and the Target Company and their respective ultimate beneficial owner is an Independent Third Party.

## **Major terms of the MOU**

Under the MOU, it is proposed that the BVI Company will subscribe for and the Target Company will allot and issue the Subscription Shares and/or the BVI Company will acquire the Sale Shares from the Vendor, such that upon completion of the Possible Subscription and/or the Possible Acquisition, the BVI Company will be interested in approximately 51% of the total number of shares in issue of the Target Company. The consideration for the Possible Subscription and/or Possible Acquisition and the payment terms of such consideration shall be subject to further negotiation between the BVI Company and the Target Company and/or the BVI Company and the Vendor.

A refundable deposit in the sum of HK\$8,000,000 has been paid by the BVI Company to the Target Company upon the signing of the MOU. In the event that the Formal Agreement in relation to the Possible Subscription and/or the Possible Acquisition is entered into, such refundable deposit shall form part of the consideration for the Possible Subscription and/or the Possible Acquisition (as the case may be).

The payment of the above refundable deposit has been financed by the internal resources of the Group. If (a) the Formal Agreement in relation to the Possible Subscription is not entered into between the BVI Company and the Target Company on or before the date falling six (6) months from the date of the MOU, or such later date as the BVI Company and the Target Company may agree; and (b) the Formal Agreement in relation to the Possible Acquisition is entered into between the BVI Company and the Vendor on or before the date falling six (6) months from the date of the MOU, or such later date as the BVI Company and the Vendor may agree, then it is agreed among the BVI Company, the Vendor and the Target Company that the Target Company shall transfer refundable deposit to the Vendor as part of the consideration for the Possible Acquisition.

In the event that the Formal Agreement in relation to the Possible Subscription and/or the Possible Acquisition is not entered into on or before the date falling six (6) months from the date of the MOU, or such later date as the BVI Company and the Target Company and/or the BVI Company and the Vendor may agree, the MOU shall cease and terminate, and the Target Company shall forthwith refund the above deposit (without interest) to the BVI Company in any event as full and final settlement for any claims by the BVI Company against the Target Company, and no claim shall be brought by the BVI Company for specific performance or damages against the Target Company or the Vendor in relation to the MOU (save and except for any antecedent breach of the terms of the MOU).

### **Formal Agreement**

It is agreed that (a) the BVI Company and the Target Company; and/or (b) the BVI Company and the Vendor shall proceed to further negotiation after entering into the MOU, with a view to procure the entering into of the Formal Agreement in relation to the Possible Subscription and/or the Possible Acquisition within six months from the date of the MOU, or such later date as the parties thereto may agree.

### **Due Diligence**

Upon the signing of the MOU, the BVI Company has the right to conduct due diligence review as it may consider appropriate on the Target Group and the Vendor and the Target Company shall provide and procure the Target Group and its agents to provide such assistance as the BVI Company or its agents may reasonably require in connection with such review.

### **Exclusivity**

It is also agreed that each of the Vendor and the Target Company that it 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 Subscription and/or the Possible Acquisition or other corporate assets and interest in relation to the Possible Subscription and/or the Possible Acquisition.

## **Information on the Target Group**

The Target Company was incorporated in Hong Kong with limited liability and is principally engaged in trading of plastic pellets and investment holdings. As at the date of this announcement, the Target Company has 10,000 shares in issue in the total amount of HK\$10,000 which has been fully paid up, and are wholly owned by the Vendor. The Target Group is principally engaged in the trading of plastic pellets and seafood business in Hong Kong and the PRC.

Subject to the satisfaction of the conditions of the Possible Subscription and/or the Possible Acquisition, if completion of the Possible Subscription and/or the Possible Acquisition takes place, the BVI Company will be interested in approximately 51% of the total numbers of shares in issue in the Target Company and the Target Company will become a non-wholly owned subsidiary of the Company.

## **Reasons for the Possible Subscription and/or the Possible Acquisition**

The Group is principally engaged in vessel chartering. The Group has only one vessel, which has been deployed in the waters around the Southeast Asia region and the PRC. Although the PRC remains the primary driver for growth in the world seaborne trade which has an upward trend in general, the amount of PRC imports from Asia Pacific region dropped in recent years. Despite the management is optimistic in the vessel chartering business, however, in order to provide a stable income stream to the business of the Group, the Group is actively exploring for investment and business opportunities to broaden its assets and revenue base. The Board believes that the Possible Subscription and/or the Possible Acquisition would extend the scope of the Group's existing business, so as to diversify its business scope with a view to broaden the Group's revenue base to enhance its profitability and achieve better return of the shareholders of the Company. Hence, the Directors are of the view that the Possible Subscription and/or the Possible Acquisition are good business opportunities to the Group and will maximize the future contribution to the Group and that the Possible Subscription and/or the Possible Acquisition is in the interest of the Group and the Shareholders as a whole.

## **General**

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

If the Formal Agreement is entered into, the Possible Subscription and/or the Possible Acquisition 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 Subscription and/or the Possible Acquisition has been entered into as at the date of this announcement. As such, the Possible Subscription and/or the Possible Acquisition may or may not proceed. If the Possible Subscription and/or the Possible Acquisition 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 Subscription and/or the Possible Acquisition will be made by the Company in the event any Formal Agreement has been signed.

## **POTENTIAL CHANGE IN USE OF PROCEEDS FROM RIGHTS ISSUE**

Reference is made to the announcements of the Company dated 12 December 2013, 4 March 2014 and 3 April 2014, the circular of the Company dated 29 January 2014 and the prospectus of the Company dated 14 March 2014, in relation to, among others, the issue of 844,000,000 Shares of the Company by way of rights issue (the “**Rights Issue**”) and the issue of 1,688,000,000 Shares by way of bonus issue. The Board is in the course of considering a potential change in use of proceeds from the Right Issue, such that part of the proceeds may be utilised to pay the consideration for the Possible Subscription and/or the Possible Acquisition in the event that the Formal Agreement is entered into. The Company will make further announcement and comply with the relevant requirements under the Listing Rules as and when appropriate in case there is any change in use of proceeds from the Rights Issue.

## **DEFINITIONS**

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

“associates”	has the meaning ascribed thereto in the Listing Rules
“Board”	the board of Directors
“BVI Company”	Noble Century Investments Limited, a company incorporated in the British Virgin Islands with limited liability and an indirect wholly-owned subsidiary of the Company
“Company”	Noble Century Investment Holdings Limited, a company incorporated in Bermuda and the issued Shares of which are listed on the main board of the Stock Exchange
“Directors”	directors of the Company

“Formal Agreement”	the formal subscription agreement which may or may not be entered into in relation to the Possible Subscription and/or the formal sale and purchase agreement which may or may not be entered into in relation to the in relation to the Possible Acquisition
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Group”	the Company and its subsidiaries
“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
“MOU”	the non-legally binding memorandum of understanding dated 7 July 2014 entered into among the BVI Company, the Vendor and the Target Company setting out the preliminary understanding in relation to the Possible Subscription and/or the Possible Acquisition
“Possible Acquisition”	the possible acquisition by the BVI Company from the Vendor of the Sale Shares of the Target Company as contemplated under the MOU
“Possible Subscription”	the possible subscription by the BVI Company for and the allotment and issue by the Target Company of the Subscription Shares as contemplated under the MOU
“PRC”	the People’s Republic of China, which for the purpose of this announcement shall exclude Hong Kong, Taiwan and Macau Special Administrative Region of the PRC
“Sale Shares”	such number of shares in the Target Company, which upon completion of the Possible Subscription and/or the Possible Acquisition, stand alone or together with the Subscription Shares, representing approximately 51% of the total number of shares in issue of the Target Company
“SFO”	The Securities and Future Ordinance (Chapter 571 of the Laws of Hong Kong)
“Share(s)”	ordinary share(s) of HK\$0.01 each in the share capital of the Company

“Shareholder(s)”	the holder(s) of Share(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Subscription Shares”	such number of shares in the Target Company, which upon completion of the Possible Subscription and/or the Possible Acquisition, stand alone or together with the Sale Shares, representing approximately 51% of the total number of shares in issue of the Target Company
“Target Company”	Zhong Sui Trade Limited, being a company incorporated in the Hong Kong with limited liability
“Target Group”	the Target Company and its subsidiaries
“Vendor”	Rong Sheng International Development Limited, a company incorporated in Hong Kong with limited liability
“HK\$”	Hong Kong dollars, the lawful currency for the time being of Hong Kong
“%”	per cent.

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

Hong Kong, 7 July 2014

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