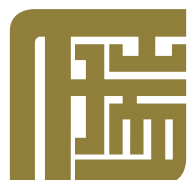


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NOBLE CENTURY INVESTMENT HOLDINGS LIMITED

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

THE ENTRUSTED LOAN AGREEMENT

The Board would like to announce that on 20 September 2018 (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 Entrusted Loan Agreement, pursuant to which the Lender has agreed to entrust a fund in the amount of RMB18 million (equivalent to approximately HK\$20.9 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.

LISTING RULES IMPLICATIONS

As the applicable percentage ratio(s) (as defined under the Listing Rules) in respect of the transactions contemplated under the Entrusted Loan Agreement is more than 5% but less than 25%, the Entrusted Loan Agreement constitutes a discloseable transaction on the part of the Company under the Listing Rules and is subject to the notification, announcement requirements but exempt from the Shareholders' approval requirement of Chapter 14 of the Listing Rules.

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

Date: 20 September 2018

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 properties investment for rent and trading.

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 organisation registered with and authorised 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 maintained 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 RMB18 million (equivalent to approximately HK\$20.9 million) at any time during the availability period.
Term:	twelve (12) months from the date of the Entrusted Loan Agreement.
Availability period:	within six (6) months from the date of the Entrusted Loan Agreement.
Interest rate:	12% per annum and calculated on the actual number of days elapsed on a 360-day year basis.
Late payment penalty:	If the Borrower fails to repay the entrusted loan or any interests accrued in accordance with the terms of the Entrusted Loan Agreement, a penalty interest of an additional 50% of the original interest rate will be charged calculated on the actual number of day(s) of default against the Borrower.
Service fee:	a one-off service fee in the amount of RMB54,000 (equivalent to approximately HK\$62,640) is payable by the Lender to the Lending Agent prior to the drawdown date.

Drawing:

The Borrower may apply for the drawdown of the loan facilities at any time during the availability period by serving to the Lender and the Lending Agent, among others, an irrevocable written notice at least seven (7) business days prior to the drawdown date, (i) specifying the drawdown date (which must be a business day), the amount to be drawn and the repayment date; and (ii) notifying the Lending Agent to deposit such amount in the account of the Borrower maintained with the Lending Agent.

The minimum amount to be drawn each time should be RMB5 million (equivalent to approximately HK\$5.8 million) and should be the multiple of RMB1 million (equivalent to approximately HK\$1.16 million) save for the last drawdown.

Repayment:

The Borrower shall repay to the Lending Agent:

- (i) 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) 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.

The Lending Agent shall transfer the repaid amount together with all the interest received from the Borrower to the account of the Lender maintained with the Lending Agent.

Prepayment:

The Borrower may prepay the principal amount of the loan on the interest due date in part or in whole by serving a written notice specifying the prepayment date and amount of prepayment to the Lender and the Lending Agent at least seven (7) business days prior to the prepayment.

The minimum amount to be prepaid each time should be RMB5 million (equivalent to approximately HK\$5.8 million) and should be the multiple of RMB1 million (equivalent to approximately HK\$1.16 million). Any amount prepaid shall not be re-borrowed by the Borrower.

REASONS FOR AND BENEFITS OF THE ENTRUSTED LOAN AGREEMENT

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 and provision of entrusted loan financing in the PRC. The terms of the Entrusted Loan Agreement were arrived at among the Lender, the Borrower and the Lending Agent after arm's length negotiations.

The terms of the Entrusted Loan Agreement 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 Entrusted Loan Agreement 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 Entrusted Loan Agreement 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 ratio(s) (as defined under the Listing Rules) in respect of the transactions contemplated under the Entrusted Loan Agreement is more than 5% and less than 25%, the Entrusted Loan Agreement constitutes a discloseable transaction on the part of the Company under the Listing Rules and is subject to the notification, announcement requirements but exempt from the Shareholders' approval requirements 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”	深圳市金色家園文化股份有限公司 (for transliteration purpose only, Shenzhen City Gold Home Shares Company Limited), 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 RMB18 million (equivalent to approximately HK\$20.9 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 Agreement”	the entrusted loan agreement dated 20 September 2018 and entered into among the Lender, the Borrower and the Lending Agent in relation to the provision of the entrusted fund of RMB18 million (equivalent to approximately HK\$20.9 million) to the Borrower
“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
“Lender”	仁瑞(深圳)貿易有限公司(for transliteration purpose only, Noble Century (Shenzhen) Trading Company Limited), 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(for transliteration purpose only, the Shenzhen branch of The Bank of East Asia (China) Limited), being a company established in the PRC with limited liability
“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
“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
“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, 20 September 2018

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\$1.16. 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.

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.