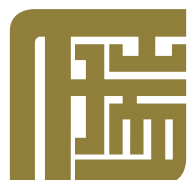


*Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this announcement, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance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

### **VOLUNTARY ANNOUNCEMENT**

This announcement of the Company is made on a voluntary basis.

References are made to the announcements of Company dated 7 January 2019, 21 February 2019 and 20 March 2019 (the “**Announcements**”) in relation to, among other things, the proposed acquisition of the entire equity interest in ChaoShang Financial Holding Limited (the “**Target Company**”). Capitalised terms used herein shall have the same meanings as those defined in the Announcements unless the context otherwise requires.

As disclosed in the Announcements, pursuant to the Sale and Purchase Agreement, Completion is subject to, among other things, the entering into of the Lease Agreement, having been fulfilled or waived (as the case may be).

The Board would like to announce that on 28 March 2019 (after trading hours), the Target Company and the Company, as joint tenants, accepted an offer letter (the “**Offer Letter**”) issued by CHINA RESOURCES PROPERTY MANAGEMENT LIMITED as the landlord (the “**Landlord**”), in respect of the lease of the property situated at Rooms 2206-10, 22/F, China Resources Building, 26 Harbour Road, Wanchai, Hong Kong with a total saleable area of approximately 11,545 square feet (the “**Property**”) for a fixed term of three years commencing from 1 April 2019 and expiring on 31 March 2022 (the “**Term**”).

## THE OFFER LETTER

The principal terms of the Offer Letter are set out below:

<b>Date:</b>	28 March 2019
<b>Parties:</b>	(1) Target Company (as joint tenant)  (2) Company (as joint tenant)  (3) CHINA RESOURCES PROPERTY MANAGEMENT LIMITED (as landlord)
<b>Premises</b>	Rooms 2206-10, 22/F, China Resources Building, 26 Harbour Road, Wanchai, Hong Kong with a total saleable area of approximately 11,545 square feet
<b>Term:</b>	a fixed term of three years commencing from 1 April 2019 and expiring on 31 March 2022
<b>Monthly rent (exclusive of management fees and government rates):</b>	HK\$761,970 per month commencing from 1 April 2019 and expiring on 31 March 2022
<b>Management fee:</b>	HK\$98,132.50 per month (subject to review)
<b>Formal agreement:</b>	a formal Lease Agreement shall be executed by the Target Company and the Company and return the same to the Landlord within 14 days from the date of receipt of the formal Lease Agreement

## THE DEED OF GUARANTEE AND INDEMNITY

On 28 March 2019 (after trading hours), a deed of guarantee and indemnity (the “**Deed of Guarantee and Indemnity**”) was executed by the Target Company in favour of the Company. The principal terms of the Deed of Guarantee and Indemnity are set out below:

In consideration of the entering into of the Lease Agreement as joint tenant by the Company at the Target Company's request:

- (i) the Target Company shall pay to the Company a handling fee equivalent to 3% on the monthly rent, payable in advance on the first day of each calendar month during the Term;
- (ii) the Target Company guarantees, unconditionally and irrevocably, to the Company, as sole principal obligor and not merely as surety for payment or collection or otherwise, the due, full, punctual and complete payment by the Target Company of all or any of the obligations and/or liabilities of the Company and the Target Company (whether present or future, actual or contingent, and whether incurred alone or jointly with another) under the Lease Agreement (the "**Obligations**") in the currency in which such sum is payable and in the manner provided in the Lease Agreement;
- (iii) the Target Company guarantees, unconditionally and irrevocably, to the Company, as sole principal obligor and not merely as surety, the due, full, punctual and complete performance and observance by the Target Company of all Obligations whatsoever under the Lease Agreement;
- (iv) the Target Company covenants, undertakes and agrees with the Company that if and whenever the Target Company shall be in default of performing or observing any of Obligations, it will make good such default and fully indemnify the Company against all losses, damages, costs, expenses (including without limitation legal fees) and liabilities which may be suffered or incurred by the Company by reason of such default; and
- (v) as a separate and independent stipulation and without prejudice to any other provision of the Deed of Guarantee and Indemnity, the Target Company agrees, as the sole primary obligor and not merely as a guarantor or surety, to fully indemnify the Company against any costs, losses, damages, demands and expenses which the Company may sustain or incur as a direct or indirect result of the whole or any of the Obligations, or the Lease Agreement being unenforceable or void or being avoided for any reason whatsoever irrespective of whether such reason or any related fact or circumstance was known or ought to have been known to the Company or any of its officers, employees, agents or advisers.

Pursuant to the Deed of Guarantee and Indemnity, the Target Company shall be solely responsible for and undertakes to pay the rent, rates, management fees and all other charges and outgoings pursuant to the Lease Agreement on behalf of itself and the Company as joint tenants and observing and performing the terms and conditions under the Lease Agreement on behalf of itself and the Company. Subject to the aforementioned, the Company undertakes that (i) the Target Company alone shall have the right to control the use of the Property under the Lease Agreement; (ii) the Target Company shall have the exclusive use of the Property and peaceably hold and enjoy the Property during the term of the Lease Agreement without any interruption by the Company or its subsidiaries; and (iii) the Company shall not have the right to direct the use of the Property.

## **REASONS FOR AND BENEFITS OF THE LEASE AGREEMENT**

As disclosed in the Announcements, upon Completion, the Target Company will become a wholly-owned subsidiary of the Company. Since the Property is situated on the same floor as the principal place of business of the Company, upon Completion, the proximity of the two office spaces would be more convenient to the Group in respect of operations, efficiency and the future development and expansion, therefore of benefit to the Group as a whole.

## **LISTING RULES IMPLICATIONS**

Pursuant to the terms and conditions of the Deed of Guarantee and Indemnity, given that the Target Company shall be solely responsible to pay all rent, rates, management fees and all other charges and outgoings under the Lease Agreement and that the Target Company shall have the exclusive use of the Property, the Company considers that the Lease Agreement does not convey the Company any right to control the use of the Property. The Company has consulted with its auditors and considered that the Group shall not recognise the lease under the Lease Agreement as a right-of-use asset and a lease liability under HKFRS 16, nor regard the lease under the Lease Agreement as an acquisition of asset under the definition of transaction set out in Rule 14.04(1)(a) of the Listing Rules.

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

Hong Kong, 28 March 2019

*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.*