

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)

DISCLOSEABLE TRANSACTION INVOLVING FINANCE LEASE ARRANGEMENTS

The Board wishes to announce that on 2 February 2016 (after the trading hours of the Stock Exchange), the Lessor, being an indirect wholly-owned subsidiary of the Company, and the Lessee entered into the Master Sale and Leaseback Agreement in relation to the Advance of RMB15,000,000 (equivalent to approximately HK\$17,550,000), which sets out the rights and obligations between the Lessor and the Lessee in relation to each of the Finance Lease Arrangements to be constituted by the Master Sale and Leaseback Agreement and the relevant Schedules.

As security for the due and punctual performance of the Lessee's obligations under the Master Sale and Leaseback Agreement, on 2 February 2016 (after the trading hours of the Stock Exchange), the Lessee has procured and each of (a) the First Chargor and the Second Chargor has executed the First Charge and the Second Charge respectively in favour of the Lessor; and (b) the First Guarantor, the Second Guarantor and the Third Guarantor has executed the First Guarantee Letter, the Second Guarantee Letter and the Third Guarantee Letter respectively in favour of the Lessor.

Listing Rules Implications

As the applicable percentage ratios (as defined under the Listing Rules) in respect of the Finance Lease Arrangements are more than 5% but less than 25%, the Finance Lease Arrangements constitute a discloseable transaction on the part of the Company under the Listing Rules and are subject to the notification and announcement requirements but is exempt from Shareholders' approval requirement under Chapter 14 of the Listing Rules.

The Board wishes to announce that on 2 February 2016 (after the trading hours of the Stock Exchange), the Lessor, being an indirect wholly-owned subsidiary of the Company, and the Lessee entered into the Master Sale and Leaseback Agreement in relation to the Advance of RMB15,000,000 (equivalent to approximately HK\$17,550,000), which sets out the rights and obligations between the Lessor and the Lessee in relation to each of the Finance Lease Arrangements to be constituted by the Master Sale and Leaseback Agreement and the relevant Schedules.

As security for the due and punctual performance of the Lessee's obligations under the Master Sale and Leaseback Agreement, on 2 February 2016 (after the trading hours of the Stock Exchange), the Lessee has procured and each of (a) the First Chargor and the Second Chargor has executed the First Charge and the Second Charge respectively in favour of the Lessor; and (b) the First Guarantor, the Second Guarantor and the Third Guarantor has executed the First Guarantee Letter, the Second Guarantee Letter and the Third Guarantee Letter respectively in favour of the Lessor.

THE MASTER SALE AND LEASEBACK AGREEMENT

The principal terms of the Master Sale and Leaseback Agreement are set out below:

Date: 2 February 2016

Parties

- (1) the Lessor; and
- (2) the Lessee.

The Lessee is a company established in the PRC with limited liability and principally engaged in (i) property leasing; and (ii) electrical machinery and equipment trading business. To the best of the knowledge, information and belief of the Directors having made all reasonable enquiries, the Lessee and its ultimate beneficial owner(s) are Independent Third Parties.

Nature of the Master Sale and Leaseback Agreement

The Master Sale and Leaseback Agreement sets out the rights and obligations between the Lessor and the Lessee in relation to each of the Finance Lease Arrangements to be entered into between the Lessor and the Lessee. The Master Sale and Leaseback Agreement and each Schedule to be entered into between the Lessor and the Lessee shall constitute a separate and independent Finance Lease Arrangement.

Advance

The Advance, being the amount of consideration to be paid by the Lessor to the Lessee for the Leased Assets as may be determined by the Lessee, shall not exceed RMB15,000,000 (equivalent to approximately HK\$17,550,000). The Advance shall bear an interest rate of 6.5% per annum, and the request for the Advance shall be made by the Lessee within sixty (60) days from the date of the Master Sale and Leaseback Agreement.

The Group expects to finance the Advance by internal resources of the Group.

The Advance is arrived at after arm's length negotiation between the Group and the Lessee with reference to the following factors, (a) taking the Finance Lease Arrangement(s) as a whole, the Advance is in effect the principal amount of the loan to be advanced by the Lessor to the Lessee, with the Leased Asset(s) as collateral; and (b) the reasons and benefits as detailed in the paragraph headed "Reasons for and Benefits of the Finance Lease Arrangements" below.

Repayment

The Lessee shall repay the Lessor the actual amount of the Advance and the interest accrued thereon by twenty (20) equal quarterly installments.

Sale and leaseback of the Leased Asset(s) and the obligations of the Lessee

Pursuant to the Master Sale and Leaseback Agreement, the Lessor agreed to purchase and the Lessee agreed to sell the relevant Leased Asset to be identified by the Lessee, subject to the terms and conditions therein. The Lessor shall then lease back the relevant Leased Asset to the Lessee for a lease period of five (5) years, subject to the terms and conditions of the Master Sale and Leaseback Agreement and the relevant Schedule.

The Lessee shall be responsible for the accuracy and completeness of the details of the relevant Leased Asset, including but not limited to the name, trademark, specification, model, quality, quantity, technology standard, technology warranty, delivery, inspection standard and method thereof.

The Lessor is advised by the Lessee that the Leased Assets will be principally comprised of firefighting equipment.

Lease period

The lease period of the relevant Finance Lease Arrangement shall be five (5) years commencing from the date on which the relevant Advance is made to the Lessee.

Lease consideration

In consideration of the finance lease service provided by the Lessor under the Master Sale and Leaseback Agreement and the relevant Schedules, the Lessee shall pay the Lessor the relevant rents and other monies payable under the relevant Finance Lease Arrangement. The obligations of the Lessee to pay the relevant rents and other monies payable under the relevant Finance Lease Arrangement shall be absolute and unconditional, which shall not be subject to any deduction, setoff or conditional upon any other conditions.

The amount and the date of repayment of the relevant rents and other monies payable under the relevant Finance Lease Arrangement shall be determined in accordance with the relevant Schedule.

The Lessor shall have right to charge default interest on the due and unpaid amount of the rents or other monies outstanding under the relevant Finance Lease Arrangement at 0.1% per day, calculated from the date on which such amount become due and unpaid and up to the date on which such amount is fully settled.

Deposit

The Lessee shall pay a deposit (the “**Deposit**”), being an amount representing 5% of the consideration for the relevant Leased Asset, within five (5) Business Days prior to the date on which the relevant Advance was made to the Lessor. If no default is committed by the Lessee, the Lessor shall return the Deposit to the Lessee within seven (7) days after the expiry of the lease period under the relevant Finance Lease Arrangement.

Handling Fee

The Lessee shall pay a handling fee (the “**Handling Fee**”) to the Lessor in two tranches. The first tranche Handling Fee, being an amount representing 3% of the consideration for the relevant Leased Asset, shall be payable by the Lessee within five (5) Business Days prior to the date on which the relevant Advance was made to the Lessor. The second tranche Handling Fee, being an amount representing 2% of the consideration for the relevant Leased Asset, shall be payable by the Lessee within twenty-five (25) months from the date on which the relevant Advance was made to the Lessor. The Handling Fee is non-refundable in any event.

Early termination

The Lessee may, after the expiry of a thirty-six (36) month period commencing from the date on which the relevant Advance was made to the Lessor and by serving a ninety (90) days’ written notice to the Lessor and upon obtaining the written consent from the Lessor, terminate the relevant Finance Lease Arrangement, provided that the Lessee has repaid in full the following sums five (5) days before the next repayment date after the date of such termination notice:

- (1) a termination fee (the “**Termination Fee**”), being 110% of the principal of the rents not yet due and payable as at the termination date of the relevant Finance Lease Arrangement;
- (2) all due and unpaid rents and default interest; and
- (3) any other monies payable by the Lessee.

Subject to the above repayments having been made by the Lessee to the Lessor, upon the termination of the relevant Finance Lease Arrangement, the ownership of the relevant Leased Asset shall pass to the Lessee on an “as is” basis. Pursuant to the Master Sale and Leaseback Agreement, the Lessor shall not provide any undertaking or warranty to the Lessee, and shall not be responsible for the physical delivery of the Leased Asset. For the avoidance of doubt, the Lessee has no right to terminate the Master Sale and Leaseback Agreement prior to the end of the lease period of the relevant Finance Lease Arrangement without the consent from the Lessor.

Legal ownership and the use of the Leased Asset

During the lease period of the relevant Finance Lease Arrangement, the Lessor shall have the legal ownership of the relevant Leased Asset and the Lessee shall have the right to use the relevant Leased Asset.

Compensation

In the event that the relevant Leased Asset causes any personal injuries or financial losses on third parties, the Lessor shall not be liable therefor and the Lessee shall fully indemnify the Lessor for any claims, losses and costs in relation thereto.

Risk

The Lessee shall, irrespective of whether before, during or after the lease period, take all risks in relation to the relevant Leased Asset.

If the relevant Leased Asset is damaged, the Lessee shall be responsible for the repair thereof and the costs incurred. Irrespective of whether the above affect the use or operation of the relevant Leased Asset, the payment obligations of the Lessee under the relevant Finance Lease Arrangement shall not be affected.

If the relevant Leased Asset suffers total loss, the Lessee shall inform the Lessor immediately and pay to the Lessor, the rents due and payable, the default interest, and an amount representing 20% of the rents due and unpaid, default interest and rents not yet due and payable (the “**Default Payment**”). Immediately upon receiving the above payments, the relevant Finance Lease Arrangement shall be terminated and the ownership of the relevant Leased Asset shall automatically pass to the Lessee on an “as is” basis.

Insurance

During the lease period of the relevant Finance Lease Arrangement and for the three months immediately after the expiry of the same, the Lessee shall keep the relevant Leased Asset insured and responsible for all costs incurred, with the Lessor being named as the first beneficiary.

Transfer

The Lessor shall have absolute discretion to transfer all or any part of its rights or interests on the relevant Leased Asset or to mortgage the same to third parties, provided that any of the above shall not affect the rights of the Lessee and the Lessee shall be timely informed on the same.

Without prior consent of the Lessor, the Lessee shall not transfer any, either in whole or in part, of its rights and obligations on the relevant Leased Asset to third parties.

Default

If default is committed on the part of the Lessee, the Lessor shall be entitled to, among others, (a) forfeit the Deposit and demand repayment of all rents and other monies, whether it has become due and payable by the Lessee; (b) terminate the relevant Finance Lease Arrangement forthwith and take possession of the relevant Leased Asset; and (c) claim for compensation for any losses or costs incurred against the Lessee.

In the event that default is committed on the part of the Lessee and the relevant Leased Asset is sold or disposed of by the Lessor, all proceeds arising thereof shall first be applied towards the settlement of the costs and expenses incurred by the Lessor in taking possession of, the sale of and/or the disposition of the relevant Leased Asset, and then applied towards settlement of all outstanding amount due from the Lessee under the relevant Finance Lease Arrangement. In the event that such proceeds are insufficient to cover the above amounts, the Lessee is contractually obliged to compensate for the shortfall.

Guarantee

In the event that there is, among others, impairment on the creditworthiness of the Lessee or the value of the security provided, the Lessor is entitled to request and the Lessee shall substitute the security with other security or provide additional security.

Option upon the expiry of the lease period

Upon the expiry of the lease period of the relevant Finance Lease Arrangement and on the condition that no event of default is committed by the Lessee, the Lessee may elect to, among others, buy back the relevant Leased Asset or extend the lease period. In the event that the Lessee elects to buy back the relevant Leased Asset, the Lessee shall repay in full all rents and other monies due to the Lessor at the end of the lease period, and the Lessor shall pass the ownership of the relevant Leased Asset to the Lessee on an “as is” basis. In the event that the Lessee elects to extend the lease period, the Lessor and Lessee shall enter into a supplemental agreement to set out the terms and conditions thereof.

THE FIRST CHARGE

The principal terms of the First Charge are set out below:

Date: 2 February 2016

Parties

- (1) the chargor: the First Chargor
- (2) the chargee: the Lessor

The First Chargor is a company established in the PRC with limited liability and is the owner of 100% equity interest in the Lessee. The First Chargor is principally engaged in (i) property development, operation and management; and (ii) construction materials and household products trading business. To the best of the knowledge, information and belief of the Directors having made all reasonable enquiries, the First Chargor and its ultimate beneficial owner(s) are Independent Third Parties.

Charge

Pursuant to the terms of the First Charge, the Lessee shall grant a charge on the First Charged Interest in favour of the Lessor as security for the due and punctual performance of the Lessee’s obligations under the Finance Lease Arrangements.

First Charged Interest

The First Charged Interest represents 100% equity interest in Changsha Tianxin. As at the date of this announcement, the registered and paid-up capital of Changsha Tianxin amounts to RMB10 million (equivalent to approximately HK\$11.7 million).

Registration

The First Chargor shall register the First Charge within three (3) Business Days from the date of the First Charge.

THE SECOND CHARGE

The principal terms of the Second Charge are set out below:

Date: 2 February 2016

Parties

- (1) the Chargor: the Second Chargor
- (2) the Chargee: the Lessor

The Second Chargor is a company established in the PRC with limited liability and the entire equity interest in which is owned by the First Guarantor and the Second Guarantor. The Second Chargor is principally engaged in (i) property development and operation; and (ii) building decorative materials and furniture trading business. To the best of the knowledge, information and belief of the Directors having made all reasonable enquiries, the Second Chargor and its ultimate beneficial owner(s) are Independent Third Parties.

Charge

Pursuant to the terms of the Second Charge, the Lessee shall grant a charge on the Second Charged Interest in favour of the Lessor as security for the due and punctual performance of the Lessee's obligations under the Finance Lease Arrangements.

Second Charged Interest

The Second Charged Interest represents 4.46% equity interest in Hunan Xiaoxiang. As at the date of this announcement, the registered and paid-up capital of Hunan Xiaoxiang amounts to RMB560 million (equivalent to approximately HK\$655.2 million).

Registration

The Second Chargor shall register the Second Charge within three (3) Business Days from the date of the Second Charge.

THE FIRST GUARANTEE LETTER

The principal terms of the First Guarantee Letter are set out below:

Date: 2 February 2016

Party: the First Guarantor

To the best of the Directors' knowledge, information and belief having made all reasonable enquires, the First Guarantor is the legal representative of the Lessee, the owner of 80% equity interest in the First Chargor and a sibling of the Second Guarantor and each of the First Guarantor and his associates is an Independent Third Party.

Guarantee

Pursuant to the terms of the First Guarantee letter, the First Guarantor shall provide guarantee in favour of the Lessor for, including but not limited to, the due and punctual performance by the Lessee of its payment obligations under the Finance Lease Arrangements.

THE SECOND GUARANTEE LETTER

The principal terms of the Second Guarantee Letter are set out below:

Date: 2 February 2016

Party: the Second Guarantor

To the best of the Directors' knowledge, information and belief having made all reasonable enquires, the Second Guarantor is the owner of 20% equity interest in the First Chargor and a sibling of the First Guarantor and each of the Second Guarantor and his associates is an Independent Third Party.

Guarantee

Pursuant to the terms of the Second Guarantee letter, the Second Guarantor shall provide guarantee in favour of the Lessor for, including but not limited to, the due and punctual performance by the Lessee of its payment obligations under the Finance Lease Arrangements.

THE THIRD GUARANTEE LETTER

The principal terms of the Third Guarantee Letter are set out below:

Date: 2 February 2016

Party: the Third Guarantor

To the best of the Directors' knowledge, information and belief having made all reasonable enquires, the equity interest of the Third Guarantor is owned as to 49% by the First Chargor and each of the Third Guarantor and its ultimate beneficial owner(s) is an Independent Third Party.

Guarantee

Pursuant to the terms of the Third Guarantee letter, the Third Guarantor shall provide guarantee in favour of the Lessor for, including but not limited to, the due and punctual performance by the Lessee of its payment obligations under the Finance Lease Arrangements.

REASONS FOR AND BENEFITS OF THE FINANCE LEASE ARRANGEMENTS

The Group is principally engaged in vessel chartering, trading, money lending and finance leasing. The Lessor is a limited liability company established in the PRC providing financing services to its customers in its ordinary and usual course of business. The terms of the Finance Lease Arrangements were arrived at after arm's length negotiations among the Lessor, the Lessee, the Chargors and/or the Guarantors.

Since the terms of the Master Sale and Leaseback Agreement, the Charges and the Guarantee Letters reflect the normal commercial terms of transactions of this nature and can provide the Group with stable revenue and cashflow stream from the interest received and the Finance Lease Arrangements are 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 ratios (as defined under the Listing Rule) in respect of the Finance Lease Arrangements are more than 5% but less than 25%, the Finance Lease Arrangements constitute a discloseable transaction on the part of the Company under the Listing Rules and are subject to the notification and announcement requirements but is exempt from Shareholders' approval requirement under Chapter 14 of the Listing Rules.

DEFINITIONS

In this announcement, the following terms shall have the meanings set opposite them under the context requires otherwise:

“Advance”	an amount not exceeding RMB15,000,000 (equivalent to approximately HK\$17,550,000) to be advanced by the Lessor to the Lessee by way of payment of the consideration for the Leased Asset(s) to the Lessee pursuant to the terms and conditions of the Master Sale and Leaseback Agreement
“associate”	has the meaning ascribed thereto under the Listing Rules
“Board”	the board of Directors
“Business Day(s)”	a day (other than a Saturday, Sunday or public holiday) on which licensed banks in the PRC are generally open for business throughout their normal business hours
“Changsha Tianxin”	長沙天心城建置業有限責任公司 (transliterated as Changsha Tianxin Chengjian Zhiye Company Limited [#]), being a company established in the PRC with limited liability
“Charges”	collectively, the First Charge and the Second Charge
“Chargors”	collectively, the First Chargor and the Second Chargor
“Company”	Noble Century Investment Holdings Limited, a company incorporated in Bermuda with limited liability and the issued shares of which are listed on Stock Exchange
“Directors”	the directors of the Company
“Finance Lease Arrangement(s)”	transaction(s) contemplated under the Master Sale and Leaseback Agreement, the Charges, the Guarantee Letters and the relevant Schedules
“First Charge”	a charge dated 2 February 2016 and executed by the First Chargor in favour of the Lessor, pursuant to which the First Chargor shall grant a charge on the First Charged Interest in favour of the Lessor as security for the due and punctual performance of the Lessee’s obligations under the Finance Lease Arrangements
“First Charged Interest”	100% equity interest in Changsha Tianxin
“First Chargor”	湖南美林家美集團有限公司 (transliterated as Hunan Meilin Jiamei Group Company Limited [#]), being a company established in the PRC with limited liability

“First Guarantee Letter”	a guarantee letter dated 2 February 2016 and executed by the First Guarantor in favour of the Lessor, pursuant to which, the First Guarantor shall provide guarantee in favour of the Lessor for, including but not limited to, the due and punctual performance by the Lessee of its payment obligations under the Finance Lease Arrangements
“First Guarantor”	喻春光 (transliterated as Yu Chunguang [#])
“Group”	the Company and its subsidiaries
“Guarantee Letters”	collectively, the First Guarantee Letter, the Second Guarantee Letter and the Third Guarantee Letter
“Guarantors”	collectively, the First Guarantor, the Second Guarantor and the Third Guarantor
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Hunan Xiaoxiang”	湖南瀟湘資本投資股份有限公司 (transliterated as Hunan Xiaoxiang Capital Investment Company Limited [#]), being a company established in the PRC with limited liability
“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
“Leased Asset(s)”	the subject matter of the relevant Finance Lease Arrangement, which shall be purchased by the Lessor from the Lessee and shall be leased back to the Lessee in accordance with the terms and conditions of the Master Sale and Leaseback Agreement and the relevant Schedule
“Lessee”	湘潭市國潤招商投資有限公司 (transliterated as Xiangtan Shi Guorun Zhaoshang Investment Company Limited [#]), being a company established in the PRC with limited liability
“Lessor”	仁瑞(深圳)融資租賃有限公司 (transliterated as Noble Century (Shenzhen) Finance Lease Company Limited [#]), being an indirect wholly-owned subsidiary of the Company
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange

“Master Sale and Leaseback Agreement”	a master sale and leaseback agreement dated 2 February 2016 and entered into between Lessor and the Lessee which set out the rights and obligations between the Lessor and the Lessee in relation to each of the Finance Lease Arrangements
“PRC”	the People’s Republic of China which for the purpose of this announcement excludes Hong Kong, the Macau Special Administrative Region and Taiwan
“Schedule(s)”	the transaction schedule(s) and repayment schedule(s) to be entered into between the Lessor and the Lessee, which contains, among others, the details of the Leased Asset(s), the leased period, the repayment terms of the rents and other monies payable by the Lessee under the relevant Finance Lease Arrangement
“Second Charge”	a charge dated 2 February 2016 and executed by the Second Chargor in favour of the Lessor, pursuant to which the Second Chargor shall grant a charge on the Second Charged Interest in favour of the Lessor as security for the due and punctual performance of the Lessee’s obligations under the Finance Lease Arrangements
“Second Charged Interest”	4.46% equity interest in Hunan Xiaoxiang
“Second Chargor”	湖南美林置業有限公司 (transliterated as Hunan Meilin Zhiye Company Limited [#]), being a company established in the PRC with limited liability
“Second Guarantee Letter”	a guarantee letter dated 2 February 2016 and executed by the Second Guarantor in favour of the Lessor, pursuant to which, the Second Guarantor shall provide guarantee in favour of the Lessor for, including but not limited to, the due and punctual performance by the Lessee of its payment obligations under the Finance Lease Arrangements
“Second Guarantor”	喻磊 (transliterated as Yu Lei [#])
“Share(s)”	share(s) of the Company of HK\$0.10 each
“Shareholder(s)”	holder(s) of the issued Share(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited

“Third Guarantee Letter”	a guarantee letter dated 2 February 2016 and executed by the Third Guarantor in favour of the Lessor, pursuant to which, the Third Guarantor shall provide guarantee in favour of the Lessor for, including but not limited to, the due and punctual performance by the Lessee of its payment obligations under the Finance Lease Arrangements
“Third Guarantor”	湖南住總家美現代服務業投資發展有限公司 (transliterated as Hunan Zhuzong Jiamei Modern Services Investment Development Company Limited [#]), being a company established in the PRC with limited liability
“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, 2 February 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.