

Provisional allotment letter number  
暫定配額通知書編號

IMPORTANT  
重要提示

TERMS USED HEREIN SHALL HAVE THE SAME MEANINGS AS DEFINED IN THE PROSPECTUS OF NOBLE CENTURY INVESTMENT HOLDINGS LIMITED (THE "COMPANY") DATED FRIDAY, 14 MARCH 2014 (THE "PROSPECTUS") UNLESS THE CONTEXT OTHERWISE REQUIRES.

THIS DOCUMENT IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. The offer contained in this document expires at 4:00 p.m. on Friday, 28 March 2014.

If you are in any doubt about this document or as to the action to be taken, you should consult appropriate independent advisers to obtain independent professional advice.

Dealings in the shares of the Company may be settled through the Central Clearing and Settlement System ("CCASS") operated by Hong Kong Securities Clearing Company Limited ("HKSCC") and you should consult your stockbroker or other licensed securities dealer, bank manager, solicitor, professional accountant or other professional adviser for details of those settlement arrangements and how such arrangements may affect your rights and interests.

A copy of each of the Prospectus Documents, together with the documents specified in the paragraph headed "Documents delivered to the Registrars of Companies" in Appendix III to this Prospectus has been registered with the Registrar of Companies in Hong Kong pursuant to Section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong). The Securities and Futures Commission of Hong Kong, the Registrar of Companies in Hong Kong take no responsibility for the contents of any of the Prospectus Documents.

Subject to the granting of the listing of, and the permission to deal in, the Rights Shares in both their nil-paid and fully-paid forms on the Stock Exchange as well as compliance with the stock admission requirements of HKSCC, the Rights Shares in both their nil-paid and fully-paid forms will be accepted as eligible securities by HKSCC for deposit, clearance and settlement in CCASS with effect from the respective commencement dates of dealings in the Rights Shares in each of their nil-paid and fully-paid forms on the Stock Exchange or such other dates as determined by HKSCC. Settlement of transactions between participants of the Stock Exchange on any trading day is required to take place in CCASS on the second trading day thereafter. All activities under CCASS are subject to the General Rules of CCASS and CCASS Operational Procedures in effect from time to time.

除文義另有所指外，仁瑞投資控股有限公司(本公司)於二零一四年三月十四日(星期五)刊發之供股章程(供股章程)所界定之詞彙均與本通知書所採用者具相同涵義。

本文件具有價值及可轉讓，並須閣下立即處理。本文件所載之建議於二零一四年三月二十八日(星期五)下午四時正截止。

閣下如對本文件或應採取之行動有任何疑問，應諮詢合適獨立顧問以獲取獨立專業意見。

買賣本公司股份可透過由香港中央結算有限公司(香港結算)所管理之中央結算及交收系統(中央結算系統)進行交收。閣下應該等交收安排之詳情及有關安排對閣下之權利及權益可能造成之影響，諮詢閣下之股票經紀或其他持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問。

各份章程文件連同本供股章程附錄三(送呈公司註冊處處長之文件)一段所指之文件已遵照香港法例第32章公司(清盤及雜項條文)條例第342C條向香港公司註冊處處長登記。香港證券及期貨事務監察委員會及香港公司註冊處處長對任何章程文件之內容概不負責。

待未繳股款及繳足股款供股股份獲准於聯交所上市及買賣，以及符合香港結算之股份收納規定後，未繳股款及繳足股款供股股份將獲香港結算接納為合資格證券，可由未繳股款及繳足股款供股股份各自在聯交所開始買賣日期或香港結算釐定之其他日期起，於中央結算系統內寄存、結算及交收。聯交所參與者之間於任何交易日進行之交易須於其後第二個交易日在中央結算系統內進行交收。所有在中央結算系統內進行之活動均須依據不時有效之中央結算系統一般規則及中央結算系統運作程序規則進行。



NOBLE CENTURY INVESTMENT HOLDINGS LIMITED

仁瑞投資控股有限公司

(Incorporated in Bermuda with limited liability)

(於百慕達註冊成立之有限公司)

(Stock Code: 2322)

(股份代號: 2322)

Branch share registrar in Hong Kong:  
香港股份過戶登記分處:

Tricor Tengis Limited  
26th Floor, Tesbury Centre  
28 Queen's Road East  
Wanchai  
Hong Kong

卓佳登捷時有限公司  
香港  
灣仔  
皇后大道東28號  
金鐘匯中心26樓

Registered office:  
註冊辦事處:  
Clarendon House  
2 Church Street  
Hamilton HM11  
Bermuda

Head office and principal place  
of business in Hong Kong:  
香港總辦事處兼主要營業地點:  
Suite 5803, Central Plaza  
16 Harbour Road, Wanchai  
Hong Kong  
香港  
灣仔港灣道18號  
中環廣場5803室

Friday, 14 March 2014  
二零一四年三月十四日(星期五)

RIGHTS ISSUE OF 844,000,000 RIGHTS SHARES ON THE BASIS  
OF ONE (1) RIGHTS SHARE FOR EVERY ONE (1) SHARE HELD ON THE RECORD DATE  
AT THE SUBSCRIPTION PRICE OF HK\$0.18 PER RIGHTS SHARE WITH BONUS ISSUE ON THE BASIS OF  
TWO (2) BONUS SHARES FOR EVERY ONE (1) RIGHTS SHARE  
TAKEN UP UNDER THE RIGHTS ISSUE  
PAYABLE IN FULL ON ACCEPTANCE BY NO LATER THAN 4:00 P.M. ON FRIDAY, 28 MARCH 2014

按認購價每股供股股份0.18港元供股發行844,000,000股供股股份，  
基準為於記錄日期每持有一(1)股股份獲發一(1)股供股股份，  
另按根據供股每承購一(1)股供股股份獲派  
兩(2)股紅股之基準發行紅股  
股款須不遲於二零一四年三月二十八日(星期五)下午四時正接納時繳足

PROVISIONAL ALLOTMENT LETTER  
暫定配額通知書

Name(s) and address of Qualifying Shareholder(s)  
合資格股東之姓名及地址

Total number of Shares registered in your name(s) on Thursday, 13 March 2014  
於二零一四年三月十三日(星期四)閣下名義登記之股份總數

Box A  
甲欄

Total number of Rights Shares provisionally allotted to you subject to payment in full on  
acceptance by not later than 4:00 p.m. on Friday, 28 March 2014  
暫定配發予閣下之供股股份總數，股款須不遲於二零一四年三月二十八日(星期五)  
下午四時正接納時繳足

Box B  
乙欄

Total subscription monies payable  
應繳認購款項總額

Box C  
丙欄  
HK\$  
港元

Contact telephone no. 聯絡電話: \_\_\_\_\_

To accept this provisional allotment in full, you must lodge this document intact with the Company's branch share registrar in Hong Kong, Tricor Tengis Limited, 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong, together with a remittance in Hong Kong dollars for the amount shown in Box C so as to be received by no later than 4:00 p.m. on Friday, 28 March 2014. Cheques must be drawn on an account with, and cashier's orders must be issued by, a bank in Hong Kong and made payable to "Noble Century Investment Holdings Limited — Rights Issue Account" and crossed "Account Payee Only". Instructions on transfer and splitting are set out overleaf. No receipt will be given for such remittance.

Shareholders and potential investors should note that the Rights Issue and the Bonus Issue are conditional upon the Underwriting Agreement having become unconditional (see the section headed "Conditions of the Rights Issue and the Bonus Issue" as stated in the Prospectus) and Kingston Securities not having terminated the Underwriting Agreement in accordance with the terms thereof (see the section headed "Termination of the Underwriting Agreement" herein). Accordingly, the Rights Issue and the Bonus Issue may or may not proceed.

Shareholders and potential investors should exercise extreme caution when dealing in the Shares, and if they are in any doubt about their position, they should consult their professional advisers.

Shareholders should note that the Shares have been dealt in on an ex-rights basis commencing from Friday, 7 March 2014 and that dealing in the Rights Shares in the nil-paid form will take place from Tuesday, 18 March 2014 to Tuesday, 25 March 2014 (both days inclusive) while the conditions to which the Underwriting Agreement is subject remain unfulfilled. Any Shareholder or other person dealing in Shares up to the date on which all conditions to which the Rights Issue and the Bonus Issue are subject are fulfilled (which is expected to be on Wednesday, 2 April 2014), will accordingly bear the risk that the Rights Issue and the Bonus Issue cannot become unconditional and may not proceed. Any Shareholder or other person contemplating selling or purchasing Shares, who is in any doubt about his/her/its position, is recommended to consult his/her/its own professional adviser.

閣下如全數接納本暫定配額，必須將本文件整份連同以港元繳付上列丙欄所示款額之款項，不遲於二零一四年三月二十八日(星期五)下午四時正送交本公司之香港股份過戶登記分處卓佳登捷時有限公司，地址為香港灣仔皇后大道東28號金鐘匯中心26樓，方為有效。支票須由香港之銀行戶口開出，而銀行本票則須由香港之銀行發出，註明抬頭人為「Noble Century Investment Holdings Limited — Rights Issue Account」及以「只准入抬頭人賬戶」劃線方式開出。有關轉讓及分拆配額之指示載於背頁。有關款項將不獲發收據。

敬希股東及有意投資者注意，供股及發行紅股須待包銷協議成為無條件(見供股章程「供股及發行紅股之條件」一節)，且金利豐證券並無根據有關條款終止包銷協議(見本文件「終止包銷協議」一節)，方可作實。因此，供股及發行紅股不一定付諸實行。

股東及有意投資者在買賣股份時應極為審慎，如對本身之狀況有任何疑問，應諮詢專業顧問。

敬希股東注意，股份已由二零一四年三月七日(星期五)起按除權基準買賣，而未繳股款供股股份將於二零一四年三月十八日(星期二)至二零一四年三月二十五日(星期二)期間(首尾兩日包括在內)買賣，而包銷協議之各項條件於該期間內仍未獲達成。任何於供股及發行紅股之全部條件獲達成當日(預期為二零一四年四月二日(星期三))之前買賣股份之股東或其他人士，須承擔供股及發行紅股無法成為無條件及可能不予進行之風險。任何擬買賣股份之股東或其他人士如對本身之狀況有任何疑問，應諮詢相熟專業顧問。

IN THE EVENT OF TRANSFER OF RIGHTS TO SUBSCRIBE FOR THE RIGHTS SHARES, AD VALOREM STAMP DUTY IS PAYABLE ON EACH SALE AND EACH PURCHASE. A GIFT OR TRANSFER OF BENEFICIAL INTEREST OTHER THAN BY WAY OF SALE IS ALSO LIABLE TO AD VALOREM STAMP DUTY. EVIDENCE OF PAYMENT OF AD VALOREM STAMP DUTY WILL BE REQUIRED BEFORE REGISTRATION OF ANY TRANSFER OF THE ENTITLEMENTS TO THE RIGHTS SHARES REPRESENTED BY THIS DOCUMENT.

在轉讓供股股份之認購權時，每項買賣均須繳付從價印花稅。除以出售形式外，餽贈或轉讓實益擁有之權益亦須繳付從價印花稅。在登記轉讓本文件所代表之供股股份權益之前，須出示已繳付從價印花稅之憑證。

Form B  
表格乙

FORM OF TRANSFER AND NOMINATION  
轉讓及提名表格

(To be completed and signed only by the Qualifying Shareholder(s) who wish(es) to transfer all of its/his/her/their rights to subscribe for the Rights Shares comprised herein)  
(只供有意全數轉讓其/彼/彼等可認購本表格所列供股股份權利之合資格股東填寫及簽署)

To: The Directors,  
NOBLE CENTURY INVESTMENT HOLDINGS LIMITED

致： 仁瑞投資控股有限公司  
列位董事 台照

Dear Sirs,  
I/We hereby transfer all of my/our rights to subscribe for the Rights Shares comprised in this provisional allotment letter to the person(s) accepting the same and signing the registration application form (Form C) below.

敬啟者：  
本人/吾等謹將本暫定配額通知書所列本人/吾等可認購供股股份之權利全數轉讓予接受此權利並簽署下列登記申請表格(表格丙)之人士。

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

Signature(s) of Shareholder(s) (all joint Shareholders must sign)  
股東簽署(所有聯名股東均須簽署)

Date 日期: \_\_\_\_\_ 2014

Note: Hong Kong stamp duty is payable in connection with the transfer of your rights to subscribe for the Rights Shares.  
附註：轉讓閣下可認購供股股份之權利須繳納香港印花稅。

Form C  
表格丙

REGISTRATION APPLICATION FORM  
登記申請表格

(To be completed and signed only by the person(s) to whom the rights to subscribe for the Rights Shares are being transferred)  
(只供獲轉讓可認購供股股份權利之人士填寫及簽署)

To: The Directors,  
NOBLE CENTURY INVESTMENT HOLDINGS LIMITED

致： 仁瑞投資控股有限公司  
列位董事 台照

Dear Sirs,  
I/We request you to register the number of Rights Shares mentioned in Box B of Form A in my/our name(s). I/We agree to accept the same on the terms set out in this provisional allotment letter and the accompanying Prospectus and subject to the memorandum of association and the bye-laws of the Company.

敬啟者：  
本人/吾等謹請閣下將表格甲中乙欄所列之供股股份數目，登記於本人/吾等名下。本人/吾等同意按照本暫定配額通知書及隨附之供股章程所載條款，以及在貴公司之組織章程大綱及公司細則規限下，接納此等供股股份。

Existing Shareholder(s)  
Please mark "X" in this box  
現有股東請在本欄內填上「X」符號

To be completed in BLOCK LETTERS in ENGLISH. Joint applicants should give the address of the first named applicant only.  
請用英文正楷填寫。聯名申請人只須填報排名首位之申請人地址。

Name of English 英文姓名	Family Name or Company Name (姓氏或公司名稱)	Other Name (別名)	Name in Chinese 中文姓名
Name continuation and/or name(s) of joint applicant(s) (if any) 姓名(續)及/或聯名 申請人(如有)姓名			
Address in English (Joint applicants should give one address only) 英文地址 (聯名申請人只須提供 一個地址)			
Occupation 職業			Tel. No. 電話號碼
Dividend instructions 股息指示			
Name and address of bank 銀行名稱及地址	Bank Account Number 銀行賬戶號碼		
	BANK 銀行	BRANCH 分行	ACCOUNT 賬戶

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

Signature(s) of applicant(s) (all joint applicants must sign) 申請人簽署(所有聯名申請人均須簽署)

Date 日期: \_\_\_\_\_ 2014

Ad valorem stamp duty is payable by the transferee(s) if this form is completed.  
如已填妥本表格，承讓人須繳付從價印花稅。  
Names of Chinese applicants must be given both in English and in Chinese characters.  
華裔申請人須填寫中英文姓名。



# NOBLE CENTURY INVESTMENT HOLDINGS LIMITED

仁瑞投資控股有限公司

(Incorporated in Bermuda with limited liability)

(Stock Code: 2322)

Friday, 14 March 2014

Dear Qualifying Shareholder(s),

## INTRODUCTION

In accordance with the terms set out in the Prospectus in connection with the Rights Issue and the Bonus Issue, a copy of which is enclosed, the Directors have provisionally allotted to you a number of Rights Shares and Bonus Shares on the basis of one Rights Share for every one Share held and registered in your name(s) on the Record Date at a subscription price of HK\$0.18 per Rights Share with two Bonus Shares for every one Rights Share taken up under the Rights Issue. Your holding of Shares as at the Record Date is set out in Box A and the number of Rights Shares provisionally allotted to you is set out in Box B.

The Rights Shares and the Bonus Shares (when allotted, fully paid and issued) will rank *pari passu* in all respects with the Shares in issue on the date of allotment and issue of the Rights Shares and the Bonus Shares. Holders of the Rights Shares in their fully paid form and the Bonus Shares will be entitled to receive all future dividends and distributions which are declared, made or paid on or after the date of allotment and issue of the Rights Shares and the Bonus Shares.

The PAL contains further information regarding the procedures to be followed for acceptance and/or transfer of the whole or part of the provisional allotment of the Rights Shares by the Qualifying Shareholders. All cheques and cashier's orders accompanying completed PALs will be presented for payment immediately upon receipt and all interest earned on such monies (if any) will be retained for the benefit of the Company. Completion and return of the PAL will constitute a warranty and representation to the Company that all registration, legal and regulatory requirements of all relevant jurisdictions other than Hong Kong in connection with the PAL and any acceptance of it, have been, or will be, duly complied with. For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited is subject to any of the representations and warranties. Completion and return of the PAL with a cheque or a cashier's order in payment for the Rights Shares, whether by a Qualifying Shareholder or by any nominated transferee, will constitute a warranty by the subscriber that the cheque or the cashier's order will be honoured on first presentation. Without prejudice to the other rights of the Company in respect thereof, the Company reserves the right to reject any PAL in respect of which the accompanying cheque and/or cashier's order is dishonoured on first presentation, and, in such event, the relevant provisional allotment and all rights and entitlements thereunder will be deemed to have been declined and will be cancelled.

The Prospectus Documents will not be registered and/or filed under the applicable securities legislation of any jurisdictions other than Hong Kong. No action has been taken to obtain permission of the offering of the Rights Shares and the distribution of the Prospectus Documents in any jurisdiction other than Hong Kong. Accordingly, no person receiving a copy of the Prospectus Documents in any jurisdiction outside Hong Kong may treat it as an offer or invitation to apply for the Rights Shares, unless in the relevant jurisdictions, such an offer or invitation could lawfully be made without compliance with any registration or other legal and regulatory requirements.

It is the responsibility of anyone outside Hong Kong wishing to make on his/its behalf an application for the Rights Shares to satisfy himself/itself as to the observance of the laws and regulations of all relevant jurisdiction, including the obtaining of any governmental or other consents, and to pay any taxes and duties required to be paid in such jurisdiction in connection therewith. Completion and return of this provisional allotment letter by anyone outside Hong Kong will constitute a warranty and representation to the Company that all these local registration, legal and regulatory requirements of such relevant jurisdictions other than Hong Kong in connection with this provisional allotment letter and any acceptance of it, have been, or will be, duly complied with. The Company reserves the right to refuse to accept any application for the Rights Shares where it believes that in doing so would violate the applicable securities or other laws or regulations of any jurisdiction. For the avoidance of doubt neither HKSCC nor HKSCC Nominees Limited is subject to any of the representations and warranties. No application for the Rights Shares will be accepted from any person who is a Prohibited Shareholder.

If the Underwriter exercises the rights to terminate the Underwriting Agreement or if the conditions of the Rights Issue are not fulfilled or waived (as applicable), the monies received in respect of acceptances of the Rights Shares will be returned to the Qualifying Shareholders or such other persons to whom the nil-paid Rights Shares shall have been validly transferred, or in case of joint acceptances, to the first-named person, without interest by means of cheques despatched by ordinary post to their respective registered addresses at their own risk as soon as practicable thereafter.

## PROCEDURES FOR ACCEPTANCE

To take up your provisional allotment of the Rights Shares, you must lodge the whole of this provisional allotment letter intact with the Company's branch share registrar in Hong Kong, Tricor Tengis Limited, 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong together with a remittance in cheques or cashier's orders for the full amount payable on acceptance, as shown in Box C, so as to be received by the Company's branch share registrar in Hong Kong by no later than 4:00 p.m. on Friday, 28 March 2014. All remittances must be in Hong Kong dollars and cheques must be drawn on an account with, and cashier's orders must be issued by, a bank in Hong Kong and made payable to "Noble Century Investment Holdings Limited — Rights Issue Account" and must be crossed "Account Payee Only". Such payment will constitute acceptance of the provisional allotment of the Rights Shares, on the terms of this provisional allotment letter and the Prospectus and subject to the Memorandum of Association and the bye-laws of the Company. No receipt will be given for such remittances.

It should be noted that, unless this provisional allotment letter duly completed, together with the appropriate remittance shown in Box C, have been received as described above by no later than 4:00 p.m. on Friday, 28 March 2014, whether lodged by the original allottee or any person in whose favour the rights have been validly transferred, your provisional allotment and all rights to subscribe for the Rights Shares thereunder will be deemed to have been declined and will be cancelled. The Company may (at its sole discretion) treat a provisional allotment letter as valid and binding on the person(s) by whom or on whose behalf it is lodged even if not completed in accordance with the relevant instructions. The Company may require such incomplete provisional allotment letter to be completed by the relevant applicants at a later stage. Completion and lodgement of a provisional allotment letter will constitute a warranty and representation to the Company, that all registration, legal and regulatory requirements of all relevant territories other than Hong Kong, in connection with the provisional allotment letter and any acceptance of it, have been, or will be, duly complied with. For avoidance of doubt, neither Hong Kong Securities Clearing Company Limited nor HKSCC Nominees Limited is subject to any of the representations and warranties.

## TRANSFER

If you wish to transfer all of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder, you must complete the form of transfer and nomination (Form B) and hand this provisional allotment letter to the person(s) to or through whom you are transferring your rights hereunder. The transferee(s) must then complete and sign the registration application form (Form C) and lodge this provisional allotment letter intact together with a remittance in cheques or cashier's orders for the full amount payable on acceptance as shown in Box C with the Company's branch share registrar in Hong Kong, Tricor Tengis Limited, 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong by no later than 4:00 p.m. on Friday, 28 March 2014. All remittances must be in Hong Kong dollars and cheques must be drawn on an account with, and cashier's orders must be issued by, a bank in Hong Kong and made payable to "Noble Century Investment Holdings Limited — Rights Issue Account" and must be crossed "Account Payee Only". It should be noted that stamp duty is payable in connection with the transfer of your rights to subscribe for the relevant Rights Shares to the transferee(s) and the acceptance by the transferee(s) of such rights.

## SPLITTING

If you wish to accept only part of your provisional allotment or to transfer part of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder or to transfer your rights to more than one person, this provisional allotment letter must be surrendered by no later than 4:30 p.m. on Thursday, 20 March 2014 to the Company's branch share registrar in Hong Kong, Tricor Tengis Limited, 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong. The Company's share registrar in Hong Kong will cancel the original provisional allotment letter and issue new provisional allotment letters in the denominations required which will be available for collection at the Company's share registrar in Hong Kong on the second business day after your surrender of the original provisional allotment letter.

## TERMINATION OF THE UNDERWRITING AGREEMENT

If, prior to the Latest Time for Termination (provided that for the purposes of the Underwriting Agreement if the date of the Latest Time for Termination shall be a Business Day on which a tropical cyclone warning signal no. 8 or above or a black rainstorm warning signal is or remains hoisted in Hong Kong between 9:00 a.m. and 4:00 p.m. on that day, the date of the Latest Time for Termination shall be the next Business Day on which no tropical cyclone warning signal no. 8 or above or no black rainstorm warning signal is or remains hoisted in Hong Kong between 9:00 a.m. and 4:00 p.m. on that day):

- (1) in the absolute opinion of Kingston Securities, the success of the Rights Issue would be materially and adversely affected by:
  - (a) the introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation thereof) or other occurrence of any nature whatsoever which may in the absolute opinion of Kingston Securities materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole or is materially adverse in the context of the Rights Issue; or
  - (b) the occurrence of any local, national or international event or change (whether or not forming part of a series of events or changes occurring or continuing before, and/or after the date of the Underwriting Agreement) of a political, military, financial, economic or other nature (whether or not *ejusdem generis* with any of the foregoing), or in the nature of any local, national or international outbreak or escalation of hostilities or armed conflict, or affecting local securities markets which may, in the absolute opinion of Kingston Securities materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole or materially and adversely prejudice the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- (2) any adverse change in market conditions (including without limitation, any change in fiscal or monetary policy, or foreign exchange or currency markets, suspension or material restriction or trading in securities) occurs which in the absolute opinion of Kingston Securities is likely to materially or adversely affect the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- (3) there is any change in the circumstances of the Company or any member of the Group which in the absolute opinion of Kingston Securities will adversely affect the prospects of the Company, including without limiting the generality of the foregoing the presentation of a petition or the passing of a resolution for the liquidation or winding up or similar event occurring in respect of any member of the Group or the destruction of any material asset of the Group; or
- (4) any event of force majeure including, without limiting the generality thereof, any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out; or
- (5) any other material adverse change in relation to the business or the financial or trading position or prospects of the Group as a whole whether or not *ejusdem generis* with any of the foregoing; or
- (6) any matter which, had it arisen or been discovered immediately before the date of the Prospectus and not having been disclosed in the Prospectus, would have constituted, in the absolute opinion of any of Kingston Securities, a material omission in the context of the Rights Issue; or
- (7) any suspension in the trading of securities generally or the Company's securities on the Stock Exchange for a period of more than ten consecutive Business Days, excluding any suspension in connection with the clearance of the Announcement or the Circular or the Prospectus Documents or other announcements or circulars in connection with the Rights Issue,

Kingston Securities shall be entitled by notice in writing to the Company, served prior to the Latest Time for Termination, to terminate the Underwriting Agreement.

Kingston Securities shall be entitled by notice in writing to rescind the Underwriting Agreement if prior to the Latest Time for Termination:

- (1) any material breach of any of the representations, warranties or undertakings contained in the Underwriting Agreement comes to the knowledge of Kingston Securities; or
- (2) any Specified Event comes to the knowledge of Kingston Securities,

any such notice shall be served by Kingston Securities prior to the Latest Time for Termination and thereupon the obligations of all parties under the Underwriting Agreement shall terminate and no party shall have any claim against any other party for costs, damages, compensation or otherwise save for any antecedent breaches.

## CHEQUES OR CASHIER'S ORDERS

All cheques and cashier's orders will be presented for payment immediately following receipt and all interest earned on such monies (if any) will be retained for the benefit of the Company. Completion and lodgement or return of this provisional allotment letter, together with a cheque or cashier's order in payment for the Rights Shares accepted, will constitute a warranty by the applicant that the cheque or cashier's order will be honoured on first presentation. Any application in respect of which the cheque or cashier's order is dishonoured on first presentation is liable to be rejected, and in that event the assured allotment and all rights thereunder will be deemed to have been declined and will be cancelled.

## SHARE CERTIFICATES FOR RIGHTS SHARES AND THE BONUS SHARES

Subject to fulfillment of the conditions of the Rights Issue, share certificates for the Rights Shares and the Bonus Shares are expected to be posted on or before Friday, 4 April 2014 to those entitled thereto by ordinary post at their own risk.

You will receive one share certificate for all the fully-paid Rights Shares and one share certificate for all the Bonus Shares issued to you.

## GENERAL

Lodgement of this provisional allotment letter with, where relevant, the form of transfer and nomination purporting to have been signed by the person(s) in whose favour this provisional allotment letter has been issued, shall be conclusive evidence of the title of the party or parties lodging it to deal with the same and to receive split provisional letters of allotment and/or the relevant certificates for the Rights Shares. Copies of the Prospectus are available at the Company's branch share registrar in Hong Kong, Tricor Tengis Limited, 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong.

This provisional allotment letter and all acceptances of the offer contained herein shall be governed by and construed in accordance with the laws of Hong Kong.

## PERSONAL DATA COLLECTION — PROVISIONAL ALLOTMENT LETTER

By completing, signing and submitting the forms accompanying this provisional allotment letter, you agree to disclose to the Company, the Hong Kong branch share registrar of the Company and/or their respective advisers and agents personal data and any information which they require about you or the person(s) for whose benefit you have made the acceptance of the provisional allotment of Rights Shares. The Personal Data (Privacy) Ordinance provides the holders of securities with rights to ascertain whether the Company or the Hong Kong branch share registrar of the Company hold their personal data, to obtain a copy of that data, and to correct any data that is inaccurate. In accordance with the Personal Data (Privacy) Ordinance, the Company and the Hong Kong branch share registrar of the Company have the right to charge a reasonable fee for the processing of any data access request. All requests for access to data or correction of data or for information regarding policies and practices and the kinds of data held should be addressed to the Company, at its principal place of business at Suite 5803, Central Plaza, 18 Harbour Road, Wanchai, Hong Kong or as notified from time to time in accordance with applicable law, for the attention of the Company Secretary, or (as the case may be) to the Hong Kong branch share registrar of the Company at its address set out above for the attention of Privacy Compliance Officer.

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



# NOBLE CENTURY INVESTMENT HOLDINGS LIMITED

## 仁瑞投資控股有限公司

(於百慕達註冊成立之有限公司)

(股份代號：2322)

敬啟者：

### 緒言

根據已隨附本通知書有關供股及發行紅股之供股章程所載條款，董事已向閣下暫定配發若干數目之供股股份及紅股，基準為於記錄日期以前閣下名義登記持有之每一股股份，可按每股供股股份0.18港元之認購價獲發一股供股股份，以及根據供股每承購一股供股股份可獲發兩股紅股。閣下於記錄日期持有之股份載於甲欄，而閣下獲暫定配發之供股股份數目載於乙欄。

供股股份及紅股(於配發、繳足股款及發行時)與於配發及發行供股股份及紅股當日之已發行股份將於各方面享有同等地位。繳足股款供股股份及紅股之持有人將有權收取於配發及發行供股股份及紅股當日或之後所宣派、作出或派付之所有未來股息及分派。

暫定配額通知書載有關於合資格股東接納及／或轉讓全部或部分供股股份暫定配額應遵從之手續之進一步資料。隨同已填妥之暫定配額通知書交回之所有支票及銀行本票將於收到後隨即兌現，而有關股款所得之一切利息(如有)將撥歸本公司所有。填妥並交回暫定配額通知書，即表示申請人向本公司保證及聲明，已經或將會妥為遵守香港以外所有相關司法權區有關暫定配額通知書及接納暫定配額通知書之一切登記、法律及監管規定。為免生疑問，香港結算或香港中央結算(代理人)有限公司毋須受任何該等聲明及保證規限。填妥暫定配額通知書並連同繳付供股股份股款之支票或銀行本票交回(不論由合資格股東或任何指定承讓人填妥及交回)，即表示認購人保證有關支票或銀行本票將於首次過戶時獲得兌現。在不影響本公司與此有關之其他權利之情況下，倘隨附之支票及／或銀行本票於首次過戶時不獲兌現，本公司保留權利拒絕受理任何暫定配額通知書，而在此情況下，有關暫定配額及據此產生之一切權利及配額將被視作不獲接納並將予註銷。

章程文件將不會根據香港境外任何司法權區之適用證券法例予以登記及／或存檔。本公司並無採取任何行動，以獲准在香港以外任何司法權區提呈發售供股股份或派發章程文件。因此，於香港以外任何司法權區接獲章程文件之人士，概不應視之為申請供股股份之要約或邀請，除非有關要約或邀請可在有關司法權區毋須進行任何登記或遵守其他法律或監管規定之情況下合法進行，則作別論。

任何於香港以外地區之人士如有意申請供股股份，則有責任自行全面遵守相關司法權區之法例及規例，包括取得任何政府或其他方面之同意及就此繳付任何有關司法權區規定須繳付之任何稅項及徵費。任何香港以外地區之人士填妥並交回本暫定配額通知書，即表示其向本公司保證及聲明，已經或將會妥為遵守香港以外相關司法權區有關本暫定配額通知書及接納本暫定配額通知書之一切該等當地登記、法律及監管規定。倘本公司相信接納任何供股股份之申請會違反任何司法權區之適用證券或其他法例或規例，則會保留權利拒絕接納有關申請。為免生疑問，香港結算或香港中央結算(代理人)有限公司毋須受任何該等聲明及保證規限。任何身為受禁制股東之人士提出之供股股份申請將不獲接納。

倘銷銷行使權利終止任何銷銷協議，或倘供股條件未能達成或獲豁免(如適用)，則就獲接納之供股股份已收取之款額，將於可行情況下盡快以支票(不計利息)退還予合資格股東或已有效承讓未繳股款供股股份之其他人士或(如屬聯名接納人)名列首位之人士，有關支票將以平郵方式寄往其各自之登記地址，郵誤風險概由彼等自行承擔。

### 接納手續

閣下如欲接納供股股份之暫定配額，須將整份本暫定配額通知書連同丙欄所示於接納時應繳付之全數股款(以支票或銀行本票形式)，不遲於二零一四年三月二十八日(星期五)下午四時正交回本公司之香港股份過戶登記分處卓佳登捷時有限公司，地址為香港灣仔皇后大道東28號金鐘匯中心26樓，方為有效。所有股款須以港元繳付，支票須由香港之銀行戶口開出，而銀行本票則須由香港之銀行發出，並須註明抬頭人為「Noble Century Investment Holdings Limited - Rights Issue Account」及以「只准入抬頭人賬戶」方式劃線開出。繳付上述股款將表示閣下根據本暫定配額通知書及供股章程之條款，並在本公司組織章程大綱及公司細則規限下接納供股股份之暫定配額。有關股款將不獲發收據。

敬請注意，除非本暫定配額通知書已經填妥妥當並連同丙欄所示之應繳股款如上文所述於二零一四年三月二十八日(星期五)下午四時正之前由原承配人或獲有效轉讓有關權利之人士一併交回，否則閣下之暫定配額及一切認購供股股份之權利將視作已不獲接納而將予註銷。本公司可全權酌情將一份已交回但並未根據有關指示填妥妥當之暫定配額通知書當為有效及對通知書內列名之人士(不論是否親身交回通知書)具約束力。本公司可要求有關申請人將未填妥之暫定配額通知書於稍後填妥。填妥及交回暫定配額通知書將會被視作對本公司作出保證及聲明，表示已經(或將會)有關之暫定配額通知書(及據此作出任何接納)正式遵照香港以外之一切有關地區之所有登記、法例及監管規定。為免生疑問，香港中央結算有限公司或香港中央結算(代理人)有限公司概不受任何聲明及保證規限。

### 轉讓

閣下如欲轉讓閣下根據本暫定配額通知書所有獲暫定配發之供股股份認購權利，須填妥轉讓及提名表格(表格乙)，並將本暫定配額通知書交予承讓。閣下權利或經手轉讓權利之人士。承讓人須填妥及簽署登記申請表格(表格丙)，並不得遲於二零一四年三月二十八日(星期五)下午四時正將本暫定配額通知書整份連同丙欄所示於接納時應繳付之全數股款(以支票或銀行本票形式)一併交回本公司之香港股份過戶登記分處卓佳登捷時有限公司，地址為香港灣仔皇后大道東28號金鐘匯中心26樓，方為有效。所有股款須以港元繳付，支票須由香港之銀行戶口開出，而銀行本票則須由香港之銀行發出，並須註明抬頭人為「Noble Century Investment Holdings Limited - Rights Issue Account」及以「只准入抬頭人賬戶」方式劃線開出。敬請注意，閣下轉讓可認購有關供股股份之權利予承讓人及承讓人接納該等權利，均須繳納印花稅。

### 分拆

閣下如只欲接納根據本暫定配額通知書所獲配發之部份暫定配額或欲轉讓部份暫定配額可認購供股股份之權利或欲轉讓該等權利予超過一位人士，須不遲於二零一四年三月二十日(星期四)下午四時三十分將本暫定配額通知書交回本公司之香港股份過戶登記分處卓佳登捷時有限公司，地址為香港灣仔皇后大道東28號金鐘匯中心26樓，方為有效。本公司之香港股份過戶登記處將會註銷原有之暫定配額通知書及按所需數額另發新暫定配額通知書。新暫定配額通知書將可於閣下交回原有之暫定配額通知書後第二個營業日於本公司之香港股份過戶登記處領取。

### 終止包銷協議

倘於最後終止時限前(就包銷協議而言，倘最後終止時限當日(必須為營業日)上午九時正至下午四時正期間香港懸掛或仍然懸掛八號或以上熱帶氣旋警告信號或黑色暴雨警告信號，則最後終止時限日期將為於上午九時正至下午四時正期間香港並無懸掛或仍然懸掛八號或以上熱帶氣旋警告信號或黑色暴雨警告信號)發生下列事件：

- 金利豐證券全權認為下列事件將對順利進行供股造成重大不利影響：
  - 頒佈任何新法例或法規或現有法例或法規(或其司法詮釋)有任何變動，或出現金利豐證券全權認為足以對本集團整體業務或財務或經營狀況或前景造成重大不利影響或對供股而言屬於重大不利之任何其他性質事件；或
  - 本地、國內或國際間發生任何政治、軍事、金融、經濟或其他性質(不論是否與上述任何一項屬同一類別)之事件或變動(不論是否屬包銷協議日期之前及／或之後發生或持續出現之連串事件或變動其中部分)，或本地、國內或國際間爆發敵對或武裝衝突或衝突升級，或以影響本地證券市場之事件，而金利豐證券全權認為足以對本集團整體業務或財務或經營狀況或前景或對順利進行供股造成重大不利影響，或基於其他理由不適宜或不建議繼續進行供股；或
- 市況出現任何不利變動(包括但不限於財務或貨幣政策或外匯或貨幣市場任何變動、證券買賣暫停或受到嚴重限制)，而金利豐證券全權認為有可能對供股順利進行造成重大或不利影響，或導致不適宜或不建議繼續進行供股；或
- 本公司或本集團任何成員公司之狀況出現任何變動，而金利豐證券全權認為會對本公司前景構成不利影響，包括(但不限制上述情況之一般性效力)提出呈請或通過決議案將本集團任何成員公司清盤或結業，或發生類似事件，或本集團任何重大資產損毀；或
- 任何不可抗力事件，包括(但不限制其一般性效力)任何天然災、戰爭、暴動、治安不靖、騷亂、火災、水災、爆炸、疫症、恐怖活動、罷工或停工；或
- 本集團整體業務或財務或經營狀況或前景出現任何其他重大不利變動(不論是否與上述任何一項屬同一類別)；或
- 倘於緊接供股章程日期前發生或發現，但並無於供股章程內披露之任何事件，而金利豐證券全權認為，此舉就供股而言屬於重大遺漏；或
- 一般證券或本公司證券在聯交所暫停買賣超過連續十個營業日，不包括就審批該公佈、該通函、章程文件或有關供股之其他公佈或通函而暫停買賣；

則金利豐證券有權於最後終止時限前，向本公司發出書面通知終止包銷協議。

倘於最後終止時限前出現以下情況，金利豐證券有權發出書面通知撤銷包銷協議：

- 金利豐證券得悉包銷協議所載任何重要陳述、保證或承諾遭嚴重違反；或
- 金利豐證券得悉任何特定事件，

任何有關通知須由金利豐證券於最後終止時限前發出。屆時，訂約各方於包銷協議項下之責任將告終止，除任何先前違反情況外，任何一方概不得就成本、賠償、補償或其他方面向任何其他各方提出索償。

### 支票或銀行本票

所有支票及銀行本票將於收訖後即時過戶，而所有繳付股款所賺取之利息(如有)將撥歸本公司所有。凡填妥及呈交或交回本暫定配額通知書連同繳付所接納之供股股份股款之支票或銀行本票，即構成申請人作出之一項保證，保證支票或銀行本票於首次過戶時將會兌現。如支票或銀行本票在首次過戶時未能兌現，有關申請將不獲受理。其時，有關保證配額及所有相關權利將視作放棄而將予註銷。

### 供股股份及紅股之股票

待供股條件達成後，供股股份及紅股之股票預期將於二零一四年四月四日(星期五)或之前以平郵方式寄發予有權收取之人士，郵誤風險概由彼等自行承擔。

閣下將會就發行予閣下之所有繳足股款供股股份及紅股各獲發一張股票。

### 一般事項

交回本暫定配額通知書及(如適用者)已由獲發本暫定配額通知書之人士簽署之轉讓及提名表格後，即確實證明交回上述文件之人士有權處理本暫定配額通知書，並有權收取分拆之暫定配額通知書及／或有關供股股份之股票。供股章程印本可向本公司之香港股份過戶登記分處卓佳登捷時有限公司索取，地址為香港灣仔皇后大道東28號金鐘匯中心26樓。

本暫定配額通知書及其中所述之所有建議之接納事宜均須受香港法律監管並按其詮釋。

### 收集個人資料暫定配額通知書

填妥及交回本暫定配額通知書隨附之表格，即表示閣下同意向本公司、本公司香港股份過戶登記分處及／或彼等各自之顧問及代理披露個人資料及彼等所需有關閣下或閣下為其利益而接納暫定配發供股股份之人士之一切資料。《個人資料(私隱)條例》賦予證券持有人權利，可確定本公司或本公司香港股份過戶登記分處是否持有其個人資料，索取有關資料之副本及更正任何不準確資料。根據《個人資料(私隱)條例》，本公司及本公司香港股份過戶登記分處有權就處理任何有關資料要求而收取合理費用。有關查閱資料或更正資料或查閱有關政策及慣例以及持有資料種類之資訊的所有要求，應寄往本公司之主要營業地點(香港灣仔港灣道18號中環廣場5803室)或根據適用法律不時通知之地址，並以公司秘書為收件人；或(視情況而定)寄往本公司香港股份過戶登記分處(於其上述地址)，並以私隱條例事務主任為收件人。

此致

列位合資格股東 台照

承董事會命  
仁瑞投資控股有限公司  
主席  
鄧菊花女士  
謹啟

二零一四年三月十四日(星期五)