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雷士照明控股有限公司

NVC LIGHTING HOLDING LIMITED

(Incorporated in the Cayman Islands with limited liability)

(Stock code: 2222)

ANNOUNCEMENT

CONNECTED TRANSACTIONS

THE GUARANTEE AGREEMENTS

Reference is made to the announcement of the Company dated 10 September 2014 in relation to certain guarantees purportedly entered into on 29 November 2013, 3 December 2013 and 18 July 2014 by NVC China to guarantee loan facilities taken out by En Wei Xi and/or Lei Li Jie (collectively, the *Guarantee Agreements*).

The Company continues to seek legal advice in relation to the implications of the Guarantees Agreements, including their legal validity. Investigations are also continuing as to the precise relationship between Lei Li Jie, Mr Wu Changjiang and the Company.

In the interim, the Company is making this update announcement to inform its shareholders about the details of the Guarantee Agreements, in the event that the Guarantee Agreements are determined to be legally valid and to be connected party transactions.

LISTING RULES IMPLICATIONS

As Mr Wu Changjiang was a Director of the Company in the last 12 months, Mr Wu Changjiang and his associates are therefore connected persons of the Company under Chapter 14A of the Listing Rules.

En Wei Xi is an associate of Mr Wu Changjiang and accordingly En Wei Xi is a connected person of the Company.

The Company has reason to believe that Lei Li Jie may also be an associate of Mr Wu Changjiang, and may potentially also be a connected person of the Company. If so, the provision of any loan guarantees for the benefit of En Wei Xi and/or Lei Li Jie would constitute financial assistance by the Company to connected persons and would hence be connected transactions of the Company under Chapter 14A.24(4) of the Listing Rules.

As each of the applicable Percentage Ratios in respect of the provision of the guarantee under the Guarantee Agreements is more than 0.1% but less than 5%, the transactions under the Guarantee Agreements would be subject to the reporting, announcement and annual review requirements, but exempted from the independent shareholders' approval requirement under Chapter 14A of the Listing Rules.

CONNECTED TRANSACTION UNDER THE GUARANTEE AGREEMENT

Principal Terms of the Guarantee Agreements

The guarantee charge agreement dated 29 November 2013 (“*Guarantee Agreement 1*”)

Date of the Agreement: 29 November 2013

Parties: NVC China and BOC Da Du Kou

Guarantee: Pursuant to the Guarantee Agreement 1, NVC China purportedly agrees to charge RMB10.6 million, deposited with BOC Da Du Kou in a separate account, as guarantee for the underlying loan facility taken out by En Wei Xi.

The Company repeats its earlier statement that it is still seeking legal advice in relation to the legal validity of the Guarantee Agreement 1.

Underlying loan agreement: A RMB10 million loan agreement dated 29 November 2013 between BOC Da Du Kou as the lender and En Wei Xi as the borrower for a term of 12 months.

The guarantee charge agreement dated 3 December 2013 (“*Guarantee Agreement 2*”)

Date of the Agreement: 3 December 2013

Parties: NVC China and BOC Da Du Kou

Guarantee: Pursuant to the Guarantee Agreement 2, NVC China purportedly agrees to charge RMB89.4 million, deposited with BOC Da Du Kou, in a separate account, as guarantee for the underlying loan facility taken out by Lei Li Jie.

The Company repeats its earlier statement that it is still seeking legal advice in relation to the legal validity of the Guarantee Agreement 2.

Underlying loan agreement: A RMB84.6 million loan agreement dated 3 December 2013 between BOC Da Du Kou as the lender and Lei Li Jie as the borrower for a term of 12 months.

The guarantee charge agreement dated 18 July 2014 (“*Guarantee Agreement 3*”)

Date of the Agreement: 18 July 2014

Parties: NVC China and BOC Da Du Kou

Guarantee: Pursuant to the Guarantee Agreement 3, NVC China purportedly agrees to charge RMB73 million, deposited with BOC Da Du Kou in a separate account, as guarantee for the underlying loan facility taken out by Lei Li Jie.

The Company repeats its earlier statement that it is still seeking legal advice in relation to the legal validity of the Guarantee Agreement 3.

Underlying loan agreement: A RMB69 million loan agreement dated 18 July 2014 between BOC Da Du Kou as the lender and Lei Li Jie as the borrower for a term of 6 months.

The aggregated guarantee charge agreement dated 18 July 2014 (“*Aggregated Guarantee Agreement*”)

Date of the Agreement: 18 July 2014

Parties: NVC China and BOC Da Du Kou

Guarantee: Pursuant to the Aggregated Guarantee Agreement, NVC China purportedly agrees to deposit RMB173 million as guarantee for underlying loan facilities taken out by En Wei Xi and Lei Li Jie, respectively from BOC Da Du Kou. NVC China will not, prior to the repayment of the respective loans taken out by En Wei Xi and Lei Li Jie, request a withdrawal or return of the guarantee amount without the written consent of BOC Da Du Kou.

The Company repeats its earlier statement that it is still seeking legal advice in relation to the legal validity of the Aggregated Guarantee Agreement.

Underlying loan agreements: Each of the underlying loan agreements to Guarantee Agreement 1, Guarantee Agreement 2 and Guarantee Agreement 3, as specified above.

The view of the Board on the Guarantee Agreements

The Company would like to re-iterate that the entering into of the Guarantee Agreements, purportedly on behalf of NVC China, was not carried out with the knowledge of the current Board. To date, Mr Wu Changjiang has not provided the Board with a proper explanation for this. Accordingly, the Board is not aware of a fair and reasonable justification for the purported entering into of these agreements, nor has the Board been provided with a proper explanation which indicates that these purported agreements are in the interests of the Company or its shareholders as a whole.

The Company is continuing to seek legal advice in relation to the legal and other implications arising from the Guarantee Agreements. In particular, it is considering the possibility that the Guarantee Agreements are not legally valid. The Company has reported to the relevant regulatory authorities and it is also considering possible legal actions which may be taken by NVC China and the Company in order to protect their

interests (including actions relating to any potential criminal liability that may arise from Mr Wu's actions). In this regard, the Company notes that (as announced previously), BOC Da Du Kou is taking legal action to seek to allow it to exercise the guarantees under the Guarantee Agreements against NVC China, on the basis that the borrowers are unable to repay the money.

INFORMATION OF THE COMPANY AND THE COUNTERPARTIES

The Company is a leading supplier of lighting products in China. It designs, develops, produces, markets and sells a variety of lighting products, with a strong focus on energy-saving products.

NVC China is incorporated in the PRC and is a wholly owned subsidiary of the Company. NVC China is principally engaged in research, development, production and sales of lighting lamps, luminaire products, kitchen, bathroom and other household appliances, LED products, series of application and explosion-proof lamps and appliances as well as relevant accessories, comprehensive wiring and network equipments, etc.

En Wei Xi is incorporated in the PRC and is owned as to 49.67% by Mr Wu Xianming, Mr Wu Changjiang's father-in-law. Accordingly, En Wei Xi is an associate of Mr Wu Changjiang under the Listing Rules and a connected person of the Company. En Wei Xi is principally engaged in the production and sale of HID street lights, LED street lights and street lamp posts.

Lei Li Jie is incorporated in the PRC and was owned by immediate family members of Mr Wu Changjiang in 2011. It is possible that it remains connected with Mr Wu Changjiang. The Company is still in the process of confirming the nature of the relationship between Lei Li Jie and Mr Wu Changjiang (if any).

LISTING RULES IMPLICATIONS

As Mr Wu Changjiang was a Director of the Company in the last 12 months of the date of this announcement, Mr Wu Changjiang and his associates are connected persons of the Company under Chapter 14A of the Listing Rules. En Wei Xi is an associate of Mr Wu Changjiang and accordingly En Wei Xi is a connected person of the Company. The Company has reason to believe that Lei Li Jie may also be an associate of Mr Wu Changjiang, and may potentially also be a connected person of the Company. If so, the provision of any loan guarantees for the benefit of En Wei Xi and/or Lei Li Jie would constitute financial assistance by the Company to connected persons and would hence be connected transactions of the Company under Chapter 14A.24(4) of the Listing Rules.

As each of the applicable Percentage Ratios in respect of the provision of the guarantee under the Guarantee Agreements is more than 0.1% but less than 5%, the transactions under the Guarantee Agreements would be subject to the reporting,

announcement and annual review requirements, but exempted from the independent shareholders' approval requirement under Chapter 14A of the Listing Rules.

DEFINITIONS

“Board”	the board of directors of the Company
“BOC Da Du Kou”	The Bank of China Limited Chongqing Da Du Kou Division* (中國銀行股份有限公司重慶大渡口支行)
“China” or “PRC”	the People’s Republic of China, which for the purpose of this announcement, shall not include Hong Kong Special Administrative Region, Macau Special Administrative Region or Taiwan
“Company”	NVC Lighting Holding Limited
“connected person(s)”	has the meaning ascribed thereto under the Listing Rules
“Director(s)”	the director(s) of the Company
“En Wei Xi”	Chongqing En Wei Xi Industrial Development Co., Ltd.* (重慶恩緯西實業發展有限公司), a limited liability company incorporated in the PRC and owned as to 49.67% by Mr Wu Xianming, Mr Wu Changjiang’s father-in-law
“Lei Li Jie”	Chongqing Lei Li Jie Industrial Development Co., Ltd. * (重慶雷立捷實業發展有限公司), a limited liability company incorporated in the PRC which may potentially be associated with Mr Wu Changjiang
“Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited
“NVC China”	NVC Lighting (China) Co., Ltd. * (雷士照明(中國)有限公司), a limited liability company incorporated in the PRC and a wholly-owned subsidiary of the Company
“RMB”	the lawful currency of China

** denotes English translation of the name of a Chinese company or entity and is provided for identification purposes only*

By Order of the Board

NVC LIGHTING HOLDING LIMITED

Wang Donglei

Chairman

Hong Kong, 8 October 2014

As at the date of this announcement, the Board consists of the following directors:

Executive Directors:

WANG Dongming

XIAO Yu

XIONG Jie

Non-executive Directors:

LIN Ho-Ping

ZHU Hai

WANG Donglei

LI Wei

Independent Non-executive Directors:

WANG Jinsui

LEE Kong Wai, Conway

WU Ling

WANG Xuexian

WEI Hongxiong