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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)

RESULTS OF THE FOLLOW-UP INTERNAL CONTROLS ASSESSMENT AND THE SUPPLEMENTAL FORENSIC REVIEW

This announcement is made by NVC Lighting Holding Limited (the “**Company**”) pursuant to Rule 13.09(2) of the Rules Governing the Listing of Securities on the Stock Exchange (the “**Listing Rules**”) and the Insider Information Provisions under Part XIVA of the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong). It is also made in accordance with one of the conditions for resumption of trading in the Company’s shares imposed by the Stock Exchange, as noted in the Company’s announcement dated 21 January 2015.

As stated in the Company’s announcement dated 24 August 2015:

- (a) an independent internal controls consultant has been engaged to conduct a follow-up assessment of the internal controls systems of the Company and its key subsidiaries, to ensure that significant issues previously identified by the same internal controls consultant have been properly addressed (the “**Follow-up Internal Controls Assessment**”); and
- (b) the independent forensic consultant has been engaged by the legal adviser of the independent investigations committee (also known as the independent review committee or the “**IRC**”) to conduct a supplemental forensic review (the “**Supplemental Forensic Review**”).

Both the Follow-up Internal Controls Assessment and Supplemental Forensic Review have recently been completed. This announcement summarises the key findings from the Follow-up Internal Controls Assessment and the Supplemental Forensic Review as at the time the assessment and review were conducted, and the observations of the IRC.

KEY FINDINGS FROM THE FOLLOW-UP INTERNAL CONTROLS ASSESSMENT

The key findings from the Follow-up Internal Controls Assessment conducted by the internal controls consultant are summarised below.

At the conclusion of the Follow-up Internal Controls Assessment, all four deficiencies previously identified by the internal controls consultant as being Risk Priority One had been remediated. All 21 deficiencies identified as Risk Priority Two had also been remediated. In addition, all other 65 less significant deficiencies had also been remediated.

Please refer to the Company's announcement dated 17 July 2015 for more information, and a summary of the Risk Priority One and Risk Priority Two deficiencies.

KEY FINDINGS FROM THE SUPPLEMENTAL FORENSIC REVIEW

Background

As stated in the Company's announcements dated 6 July and 13 August 2015, the current Board of the Company (the "**Board**") has become aware of a complaint issued by 廣東南粵銀行股份有限公司重慶沙坪壩支行 ("**Nanyue**"), a Chinese bank, in the Chongqing First Intermediate People's Court, which relates to NVC Lighting (China) Co., Ltd. (trading under its former name: 重慶雷士實業有限公司) ("**NVC China**"). The complaint alleges (among others) that Mr. Wu Changjiang ("**Mr. Wu**"), NVC China and other individuals/entities which are or may be connected with Mr. Wu, are jointly liable as guarantors for the obligations of 重慶恩緯西實業發展有限公司 ("**En Wei Xi**") owed to Nanyue, amounting to the sum of RMB 35,497,000, plus interest.

Furthermore, as stated in the Company's announcements dated 18 and 31 August, and 9 September 2015, the Board has also become aware of a complaint by 重慶市北部新區同誼小額貸款有限公司 ("**Tongyi**") involving, among others, NVC China. The complaint alleges (among others) that Mr. Wu, NVC China and other entities which are or may be connected with Mr. Wu, are jointly liable as guarantors for the obligations of Ms. Wu Lian (吳戀), who is understood to be the spouse of Mr. Wu, owed to Tongyi, amounting to the sum of RMB 34,000,000, plus penalty interest.

The independent forensic consultant was engaged to carry out additional procedures to investigate the allegation made by Nanyue, in the context of the legal claim, that NVC China allegedly entered into a guarantee agreement with Nanyue ("**Nanyue Claim**").

Key Findings

The key findings from the Supplemental Forensic Review are summarised below.

- (a) A maximum amount guarantee agreement dated 16 October 2013 was purportedly entered into between NVC China and Nanyue (the “**Nanyue Guarantee Agreement**”), pursuant to which NVC China allegedly agreed to provide a guarantee with a maximum amount of RMB35,500,000 to Nanyue in respect of a financing agreement entered into by En Wei Xi during the period from 16 October 2013 to 15 October 2014. The Nanyue Guarantee Agreement was sealed with the company chop of NVC China and legal representative chop of Mr. Wu, the former chief executive officer and legal representative of NVC China and former chief executive officer of the Company.
- (b) During the independent forensic consultant’s visit to Nanyue, its bank staff refused to provide the independent forensic consultant with any information about the Nanyue Guarantee Agreement.
- (c) Based on the independent forensic consultant’s discussion with the former executive director and legal representative of En Wei Xi (“**Mr. Wang**”), Mr. Wang was not aware that NVC China was involved in the financing agreement between En Wei Xi and Nanyue and he was not aware that NVC China had entered into any guarantee agreement involving En Wei Xi.
- (d) The independent forensic consultant’s review of electronic documents identified from the computers of key individuals of the Company and NVC China has not revealed any documents or agreements signed between NVC China and Nanyue, including the purported Nanyue Guarantee Agreement.
- (e) During the course of the independent forensic consultant’s work, the independent forensic consultant found certain documents in the computer of the former assistant (“**Mr. Chen**”) to the Company’s former chief executive officer, which suggested that Mr. Chen might have been aware of at least one pledge agreement entered into by NVC China, in connection with a loan to En Wei Xi. The independent forensic consultant attempted to call Mr. Chen to check whether he might be aware of any additional guarantee or pledge agreement purportedly entered into by NVC China, which is related to any loan to En Wei Xi and to schedule an interview with him. However, the independent forensic consultant was unable to speak with Mr. Chen as the independent forensic consultant was informed by Mr. Chen’s legal counsel that he had been formally arrested in early 2015 and was still being detained at the time of the call.
- (f) Subject to the limitations set forth in the report of the Supplemental Forensic

Review and based on the procedures performed by the independent forensic consultant and the information available to the independent forensic consultant in investigating whether NVC China had entered into any other guarantee or pledge agreement with Nanyue, the independent forensic consultant finds that, apart from the Nanyue Guarantee Agreement and the 14 purported pledge and guarantee agreements entered into by Mr. Wu, purportedly on behalf of NVC China (the “**14 Agreements**”), as stated in the independent forensic consultant’s earlier report (please refer to the Company’s announcement dated 17 July 2015), the independent forensic consultant has not identified any evidence indicating that any other guarantees or pledge agreements were made by Mr. Wu, purportedly on behalf of NVC China, including the alleged guarantee agreement with Tongyi (the purported guarantee agreement is referred to as “**Tongyi Guarantee Agreement**” and the relevant claim is referred to as the “**Tongyi Claim**”). Please refer to the Company’s announcements dated 18 August 2015, 31 August 2015, and 9 September 2015.

The IRC’s Observations

The IRC notes the findings by the independent forensic consultant from the Supplemental Forensic Review above.

In addition, at the request of the IRC, the IRC notes that the Company has taken the following measures with a view to ascertaining the facts giving rise to the Nanyue Claim and the existence of any other potential similar guarantee or pledge agreements entered into by NVC China, including the Nanyue Guarantee Agreement:

- (a) the Company sent its staff to the former Chongqing office of NVC China on 5 August 2015 to make enquiries with both the property manager and the current tenant of the premises so as to ascertain if there was any letter or document addressed to NVC China that has been delivered to the premises. Both the property manager and the current tenant of the premises replied that they had not accepted any letters or documents addressed to NVC China;
- (b) the Company has been in contact with the Board and certain current senior managers and other staff, who are ordinarily involved in, or otherwise have knowledge of, the provision of pledges/guarantees by Huizhou NVC Lighting Technology Co., Ltd. (the headquarter) or NVC China according to the normal procedures of the Company, and who have indicated that:
 - (i) before the court website searches conducted by the Company in around June and August 2015 and the subsequent follow-up actions to obtain the underlying papers from the court, they were not aware of any matters relating to the Nanyue Claim and/or the Tongyi Claim, including the Nanyue Guarantee Agreement and the Tongyi Guarantee Agreement, nor

are they in possession of any information relating to these claims by Nanyue and/or Tongyi, including the Nanyue Guarantee Agreement and the Tongyi Guarantee Agreement; and

- (ii) subject to paragraph (i) above, apart from the 14 Agreements, the Nanyue Guarantee Agreement, and the Tongyi Guarantee Agreement, they are not presently aware of any other potential guarantee/pledge agreement purportedly provided by NVC China, which was not disclosed to the Board at the time of purported execution; and
- (c) the Company has engaged an independent professional search firm to conduct civil and criminal litigation searches, and a search of all websites of all the courts in Chongqing City, using the present and former Chinese names of NVC China, for any relevant court records in Chongqing City in the PRC, as at late July/early August 2015. Based on the results of such litigation searches, the IRC notes that save and except for claims previously known to the Company, no other legal actions involving NVC China as at late July/early August 2015 have been identified.

The Board has also indicated to the IRC that it was not aware of the Nanyue Guarantee Agreement until the Nanyue Claim was brought to its attention. The Board of the Company does not consider that any deficiencies in the internal controls systems of the Company caused Mr. Wu to enter into the Nanyue Guarantee Agreement. On the contrary, the Board believes that Mr. Wu intentionally perpetrated the act of entering into the Nanyue Guarantee Agreement purportedly on behalf of NVC China, without the knowledge or authorisation of the Board, and he is primarily personally responsible for this act. The IRC agrees with the above view of the Board.

SUSPENSION OF TRADING

Trading in the shares of the Company on the Stock Exchange has been suspended with effect from 9:00 a.m. on 11 August 2014 at the request of the Company.

By Order of the Board

NVC LIGHTING HOLDING LIMITED
Wang Donglei
Chairman

Hong Kong, 17 September 2015

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

Executive Directors:

WANG Donglei

WANG Dongming

XIAO Yu

XIONG Jie

Non-executive Directors:

LIN Ho-Ping

ZHU Hai

LI Wei

Independent Non-executive Directors:

LEE Kong Wai, Conway

WU Ling

WANG Xuexian

WEI Hongxiong