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NVC 雷士照明
NVC LIGHTING HOLDING LIMITED
雷士照明控股有限公司
(Incorporated in the Cayman Islands with limited liability)
(Stock code: 2222)

ADOPTION OF RESTRICTED SHARE UNIT SCHEME

The Board is pleased to announce that the Board has approved the adoption of the RSU Scheme, which is subject to the approval by the Shareholders at a general meeting, to further improve corporate governance, enhance the sense of responsibility and sense of mission of the Company's management team and to promote healthy development and sustainability of the Company so as to ensure that the Company's growth objective by providing certain individuals with the opportunity to acquire equity interests in the Company.

Pursuant to the RSU Scheme, the Company may direct and procure the Trustee to purchase Shares (either on-market or off-market) to satisfy the RSUs upon vesting and to hold the purchased Shares on trust for the relevant Participants until such RSUs are vested with the relevant Participants in accordance with the RSU Scheme Rules. The Company shall provide sufficient funds to the Trustee by whatever means as the Board may in its absolute discretion determine to enable the Trustee to satisfy its obligations in connection with the administration and vesting of RSUs granted pursuant to the RSU Scheme.

The RSU Scheme will be in parallel with the Pre-IPO Share Option Scheme, the Share Option Scheme and such other share option schemes which may be adopted by the Company pursuant to Chapter 17 of the Listing Rules from time to time.

The RSU Scheme does not constitute a share option scheme pursuant to Chapter 17 of the Listing Rules and is a discretionary scheme of the Company.

A circular containing further details of the RSU Scheme to be considered by the Shareholders at the general meeting to be convened for the purpose of considering and, if think fit, the approval of the adoption of the RSU Scheme, will be dispatched to the Shareholders of the Company in due course.

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SUMMARY OF THE RSU SCHEME

The following is a summary of the principal terms of the RSU Scheme:

Purposes

The purpose of the RSU Scheme is to further improve corporate governance, enhance the sense of responsibility and sense of mission of the Company's management team and to promote healthy development and sustainability of the Company so as to ensure that the Company's growth objective by providing certain individuals with the opportunity to acquire equity interests in the Company.

Participants in the RSU Scheme

The Board may invite Eligible Persons, who the Board considers, in its sole and absolute discretion, have contributed or will contribute to the Group, to purchase Shares and agree to grant them RSUs at the relevant matching ratio in respect of any Shares purchased (together, an "**Invitation**"), in accordance with the RSU Scheme Rules and subject to such terms, conditions and undertakings as the Board considers, in its sole and absolute discretion, appropriate. The Invitation will be set out in a letter (the "**Purchase Letter**") in such form as the Board may from time to time determine. The Invitation shall remain open for acceptance for such time as determined by the Board, provided that no such Invitation shall be open for acceptance after the expiry of the date specified in the Purchase Letter or after the person to whom the Invitation is made has ceased to be an Eligible Person or has given notice of resignation to the Company or any member of the Group.

An Invitation is deemed to be accepted when the Company receives a duplicate Purchase Letter duly executed by the person to whom the Invitation was made specifying an amount nominated by them for the purchase of the Shares (the "**Investment Amount**"). The Board may decide, in its sole and absolute discretion, whether or not to accept the purchase of Shares, and will communicate its decision by notice to the person to whom the Invitation was made and where accepted, shall require them to remit the Investment Amount to the Trustee within a specified period.

The Company shall direct and procure the Trustee to endeavour to purchase Shares (either on-market or off-market) on behalf of all Eligible Persons who have accepted Invitations to join the Scheme until the aggregate Investment Amount remitted by the Eligible Person has been utilised. The Shares purchased by the Trustee (the "**Purchased Shares**") will be allocated among the Eligible Persons on the basis of their respective Investment Amount by reference to the weighted average purchase price of the Shares by the Trustee. Any individual surplus Investment Amounts will be refunded to the Eligible Persons pro rata to their respective Investment Amounts.

Persons eligible to receive RSUs under the RSU Scheme include directors (including executive Directors, non-executive Directors and independent non-executive Directors) of the Company, the directors of the Company's subsidiaries and the employees of the Group. Where an Eligible Person has Purchased Shares which are held by the Trustee or where the Board determines in its absolute discretion that an Eligible Person is excelling in his or her performance and contribution to the Company, the Board shall be entitled (but shall not be bound) at any time during the term of the RSU Scheme to grant RSUs to the relevant Eligible Person pursuant to the RSU Scheme Rules.

RSUs

A RSU gives a Participant a contingent right to receive either Shares or a cash payment with reference to the market value of the Shares on or about the date of vesting of the RSUs, as determined by the Board in its absolute discretion, when the RSU vests.

The Board may, at its absolute discretion, grant RSUs to any Selected Person on such terms and conditions, including without limitation (a) a minimum period before an RSU will vest in whole or in part; (b) a performance target that must be reached before an RSU will vest in whole or in part; (c) a condition that, for any RSU to vest, the Purchased Shares must be held on trust by the Trustee for a particular period of time; and/or (d) any other terms, all of which may be imposed (or not imposed) either on a case-by-case basis or generally, as the Board thinks fit. Details of the RSUs granted under the RSU Scheme will be provided in the Notice of Grant to be issued by the Company to the Selected Person.

Duration

Unless terminated earlier in accordance with the RSU Scheme Rules, the RSU Scheme will be valid and effective for a period commencing from the Adoption Date and expiring on the tenth anniversary thereof (the “**Term**”).

Administration and Operation of the RSU Scheme

The Scheme shall be subject to the administration of the Board whose decision as to all matters arising in relation to the Scheme or its interpretation or effect shall (save as otherwise provided the RSU Scheme) be final and binding on all parties. The Board shall have the right to (a) interpret and construe the provisions of the Scheme; (b) determine the persons (if any) who shall be granted RSUs pursuant to the Scheme; (c) determine the terms on which RSUs are granted; (d) determine the number of Shares underlying RSUs granted; (e) subject to the RSU Scheme Rules, make such adjustments to the terms of the Scheme and to the terms of RSUs granted pursuant to the Scheme as the Board deems necessary and shall notify the relevant Participant(s) of such adjustment(s) by written notice; and (f) make such other decisions or determinations as it shall deem appropriate in relation to the RSUs and/or the administration of the Scheme provided that the same are not inconsistent with the RSU Scheme Rules.

The Company shall appoint the Trustee to hold the Purchased Shares on trust and to assist with the administration and vesting of RSUs granted pursuant to the Scheme. The Company may direct and procure the Trustee to purchase Shares (either on-market or off-market) to satisfy the RSUs upon vesting. The Company shall provide sufficient funds to the Trustee by whatever means as the Board may in its absolute discretion determine to enable the Trustee to satisfy its obligations in connection with the administration and vesting of RSUs granted pursuant to the RSU Scheme.

Voting

Pursuant to the RSU Scheme, the Trustee shall not exercise the voting rights in respect of any Shares held by it under the Trust.

Rights attached to RSUs

The RSUs do not carry any right to vote at general meetings of the Company, or any dividend, transfer or other rights (including those arising on the winding-up of the Company).

No Participant shall enjoy any of the rights of a Shareholder by virtue of the grant of an RSU pursuant to the RSU Scheme, unless and until the Shares underlying the RSU are actually allotted and issued or transferred (as the case may be) to the Participant upon the vesting of such RSU.

Vesting of RSUs

The Board may, at its absolute discretion, determine the vesting terms and conditions and the vesting schedule and such terms and conditions and time schedule shall be contained in the Notice of Grant.

If a general offer by way of takeover or otherwise (other than by way of scheme of arrangement as below) is made to all the Shareholders (or all such Shareholders other than the offeror and/or any person controlled by the offeror and/or any person acting in association or concert with the offeror) by any person and such offer becomes or is declared unconditional prior to the vesting date of any RSU, the Board shall, prior to the offer becoming or being declared unconditional, determine at its absolute discretion whether such RSU shall vest and the period within which such RSU shall vest. If the Board determines that such RSU shall vest, it shall notify the relevant Participant that the RSU shall vest and the period within which such RSU shall vest.

If a general offer for Shares by way of scheme of arrangement is made by any person to all the Shareholders and has been approved by the necessary number of Shareholders at the requisite meetings prior to the vesting date of any RSU, the Board shall, prior to such meetings, determine at its absolute discretion whether such RSU shall vest and the period within which such RSU shall vest. If the Board determines that such RSU shall vest, it shall notify the relevant Participant that the RSU shall vest and the period within which such RSU shall vest.

If, pursuant to the Companies Law, a compromise or arrangement (other than a scheme of arrangement contemplated as above) between the Company and the Shareholders and/or the creditors of the Company is proposed for the purposes of or in connection with a scheme for the reconstruction of the Company or its amalgamation with any other company or companies prior to the vesting date of any RSU, the Board shall determine at its absolute discretion whether such RSU shall vest and the period within which such RSU shall vest. If the Board determines that such RSU shall vest, it shall notify the relevant Participant that the RSU shall vest and the period within which such RSU shall vest.

If a notice is given by the Company to the Shareholders to convene a general meeting for the purpose of considering and, if thought fit, approving a resolution to voluntarily wind-up the Company prior to the vesting date of any RSU, the Board shall determine at its absolute discretion whether such RSU shall vest and the period within which such RSU shall vest. If the Board determines that such RSU shall vest, it shall notify the relevant Participant that the RSU shall vest and the period within which such RSU shall vest.

Transferability

An RSU shall be personal to the Participant and shall not be assignable or transferable by the Participant, provided that, subject to the RSU Scheme Rules, following the Participant's death, RSUs may be transferred by will or by the laws of testacy and distribution.

The terms of the RSU Scheme and the Notice of Grant shall be binding upon the executors, administrators, legal personal representatives, heirs, successors and permitted assigns and transferees of the Participant.

Subject to the RSU Scheme Rules, a Participant shall not in any way sell, transfer, charge, mortgage, encumber or create any interests in favour of any third party over or in relation to any RSU.

Maximum Limit

The total number of Shares that may underlie the RSUs granted pursuant to the RSU Scheme being 10 percent of the Shares in issue as at the Adoption Date (the "**Scheme Mandate Limit**"). At any time during the Term, the maximum aggregate number of Shares that may underlie the RSUs granted pursuant to the RSU Scheme shall be the Scheme Mandate Limit minus the maximum aggregate number of Shares underlying the RSUs already granted pursuant to the RSU Scheme.

The Scheme Mandate Limit may be renewed subject to the Shareholders' approval, but in any event, the total number of Shares that may underlie the RSUs granted following the date of approval by the Shareholders of the renewed limit (the "**New Approval Date**") under the limit as renewed must not exceed 10 percent of the Shares in issue as at the New Approval Date.

Restrictions

The Company shall not make any grant of RSUs or Invitation to purchase Shares under a Purchase Letter if the time of grant or the time of dispatch of the Purchase Letter is within any of the following periods:

- (a) the date of the meeting of the Board (as such date is first notified to the Stock Exchange in accordance with the Listing Rules) for the approval of the Company's results for any year, half-year, quarterly or any other interim period (whether or not required under the Listing Rules) and ending on the date of the results announcement;
- (b) the deadline for the Company to publish an announcement of its results for any year or half-year under the Listing Rules, or quarterly or any other interim period (whether or not required under the Listing Rules) and ending on the date of the results announcement;
- (c) 60 days immediately preceding the publication date of the annual results or, if shorter, the period from the end of the relevant financial year up to the publication date of the results; and
- (d) 30 days immediately preceding the publication date of the quarterly results (if any) and half-year results or, if shorter, the period from the end of the relevant quarterly or half-year period up to the publication date of the results.

If the Company is in possession of unpublished inside information (as the term is defined in the Securities and Futures Ordinance (Cap 571 of the laws of Hong Kong)), it may not (a) make any grant of RSUs; (b) make any Invitation under a Purchase Letter; (c) accept an Invitation; or (d) direct and procure the Trustee to purchase Shares (either on-market or off-market), until such inside information is published in accordance with the Securities and Futures Ordinance or ceases to be inside information.

Cancellation

An unvested RSU shall automatically cancel upon the earliest of:

- (a) the date of termination of the Participant's employment or service by the Company or any of its subsidiaries for any reason;
- (b) the date on which the Participant (whether intentionally or otherwise) commits a breach of transferability provisions of the RSU scheme; and
- (c) (in respect of Shares underlying an RSU which are subject to performance or other vesting condition(s)) the date on which the condition(s) to vesting of those underlying Shares are not satisfied.

The Board may at any time amend or cancel any unvested RSUs granted to a Participant. Where the Company cancels unvested RSUs and makes a grant of new RSUs to the same Eligible person, such grant may only be made with available RSUs to the extent not yet granted (excluding the cancelled RSUs) within the maximum limit prescribed above.

Reorganisation of Capital Structure

In the event of an alteration in the capital structure of the Company by way of a capitalisation of profits or reserves, bonus issue, rights issue, open offer, subdivision or consolidation of shares or reduction of the share capital of the Company in accordance with applicable laws and the Listing Rules (other than any alteration in the capital structure of the Company as a result of an issue of Shares as consideration in a transaction to which the Company or any of its subsidiaries is a party or in connection with any share option, restricted share or other equity-based incentive schemes of the Company) whilst any RSU has not vested or has vested but has not yet been satisfied, such corresponding adjustments (if any) shall be made to:

- (d) the Scheme Mandate Limit; and
- (e) the number or nominal value of Shares underlying the RSU so far as unvested or vested but not yet satisfied,

provided that any such adjustments give a Participant the same proportion of the share capital of the Company as that to which that Participant was previously entitled.

Termination

The Company by ordinary resolution in general meeting or the Board may at any time terminate the RSU Scheme and in such event, no further RSUs may be granted but in all other respects the provisions of the RSU Scheme shall remain in full force and effect in respect of RSUs which are granted during the Term and which remain unvested immediately prior to the termination of the RSU Scheme.

Upon termination of the RSU Scheme, any assets held by the Trustee for the purposes of the RSU Scheme shall be sold and the proceeds, together with any cash held by the Trustee under the RSU Scheme, remitted to the Company, as settlor of the trust, for its absolute benefit provided that the Trustee shall not be permitted to sell the assets held on trust by it to the extent it would result in it holding insufficient assets to satisfy the Shares underlying any unvested RSUs. RSUs granted during the Term shall continue to be valid in accordance with their terms of grant after the end of the Term.

RSUs granted to directors and/or connected persons

RSUs may be granted to directors of the Company and/or its subsidiaries and/or connected persons of the Company. If RSUs are granted to any director of the Company and/or its subsidiaries and/or connected persons of the Company, such grants shall constitute connected transactions under Chapter 14A of the Listing Rules and the Company shall comply with the relevant requirements under the Listing Rules.

DEFINITIONS

“Adoption Date”	the date of conditional adoption of the RSU Scheme by the Shareholders
“Board”	the board of Directors
“Companies Law”	Cayman Islands Companies Law, as amended and restated from time to time
“Company”	NVC Lighting Holding Limited (雷士照明控股有限公司), a company incorporated in the British Virgin Islands on 2 March 2006 and subsequently redomiciled to the Cayman Islands on 30 March 2010 as an exempted company with limited liability under the laws of the Cayman Islands. The issued Shares of the Company are listed on the main board of the Stock Exchange
“connected person(s)”	has the meaning ascribed to it under the Listing Rules
“Director(s)”	director(s) of the Company
“Eligible Persons”	persons eligible to receive RSUs under the RSU Scheme, who are the Directors (including executive Directors, non-executive Directors and independent non-executive Directors), the directors of the Company’s subsidiaries and the employees of the Group who the Board considers, in its absolute discretion, have contributed or will contribute to the Group
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollar(s), the lawful currency of Hong Kong
“Hong Kong”	Hong Kong Special Administrative Region of the People’s Republic of China

“Listing Rules”	Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited
“Notice of Grant”	the Notice pursuant to which RSUs are granted to a Selected Person
“Participant(s)”	a Selected Person who accepts the offer of the grant of RSUs in accordance with the terms of the RSU Scheme
“Pre-IPO Share Option Scheme”	the pre-IPO share option scheme approved and adopted by the Company on 15 October 2006 and amended on 23 December 2009 and 24 March 2010
“RSU”	a restricted share unit granted to a participant under the RSU Scheme
“RSU Scheme”	the restricted share unit scheme of the Company approved and adopted by the Shareholders on the Adoption Date, in its present form or as amended from time to time in accordance with the RSU Scheme Rules
“RSU Scheme Limit”	has the meaning ascribed to it under the paragraph headed “Summary of the RSU Scheme – Maximum Limit” in this announcement
“RSU Scheme Rules”	the rules relating to the RSU Scheme, as amended, modified or supplemented from time to time
“Selected Person(s)”	Eligible Persons selected by the Board to be granted RSUs under the RSU Scheme at its discretion
“Share(s)”	ordinary share(s) of US\$0.0000001 each in the issued capital of the Company or if there has been a subsequent subdivision, consolidation, reclassification or reconstruction of the share capital of the Company, shares forming part of the ordinary equity share capital of the Company
“Shareholder(s)”	holder(s) of the Share(s)
“Share Option Scheme”	the share option scheme approved and adopted by the Company on 27 April 2010
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Trust”	the trust constituted by the Trust Deed

- “Trust Deed” the trust deed (as restated, supplemented and amended from time to time) to be entered into between the Company and the Trustee in respect of, *inter alia*, the constitution of the Trust pursuant to the RSU Scheme and the appointment of the Trustee for the administration of the RSU Scheme
- “Trustee” the trustee to be appointed by the Board to act as the trustee of the RSU Scheme, which will be a professional trustee independent from and not connected with the Company or its connected persons

By Order of the Board
NVC LIGHTING HOLDING LIMITED
Wang Donglei
Chairman

Hong Kong, 26 January 2017

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

Executive Directors:

WANG Donglei
WANG Dongming
XIAO Yu
WANG Keven Dun

Non-executive Directors:

LI Huating
LI Wei
YANG Jianwen

Independent Non-executive Directors:

LEE Kong Wai, Conway
WANG Xuexian
WEI Hongxiong
SU Ling