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**NVC International Holdings Limited**  
**雷士國際控股有限公司**

*(Incorporated in the Cayman Islands with limited liability)*

**(Stock code: 2222)**

**DISCLOSEABLE TRANSACTION  
IN RELATION TO  
POSSIBLE ACQUISITION OF PROPERTY**

**THE AGREEMENT**

On 12 June 2024, the Purchaser (an indirect wholly-owned subsidiary of the Company) and the Seller entered into the Agreement, pursuant to which the Purchaser conditionally agreed to acquire, and the Seller conditionally agreed to dispose of, the Property, at the consideration of US\$15,250,000.

**LISTING RULES IMPLICATIONS**

As the highest applicable percentage ratio (as defined under Rule 14.07 of the Listing Rules) in respect of the Acquisition is more than 5% but less than 25%, the Acquisition constitutes a discloseable transaction of the Company and is subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

**As Closing is subject to (i) any Termination Notice which may be delivered by the Purchaser at its sole discretion (if applicable); and (ii) the fulfilment or waiver of the Conditions Precedent, Closing may or may not take place. Shareholders and potential investors are advised to exercise caution when dealing in the Shares of the Company.**

## THE AGREEMENT

The principal terms of the Agreement are set out as follows:

Date: 12 June 2024 (U.S. time)

Parties: (1) the Purchaser (an indirect wholly-owned subsidiary of the Company); and  
(2) the Seller

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, the Seller is an Independent Third Party.

### Subject assets to be acquired

Pursuant to the Agreement, the Purchaser conditionally agreed to acquire, and the Seller conditionally agreed to dispose of, the Property, which is located at Georgia, the United States. Details of the Property are set out in the section headed "Information on the Property" below.

### Consideration

The Consideration is US\$15,250,000, which shall be payable by the Purchaser to the Seller in the following manner:

- (a) the Independent Consideration in the amount of US\$100 shall be paid to the Seller upon execution of the Agreement; such amount will be non-refundable notwithstanding any return of the Earnest Money Deposit to the Purchaser pursuant to the Agreement;
- (b) an initial deposit in the amount of US\$400,000 (the "**Initial Deposit**") shall be deposited with the Escrow Agent within three (3) business days after the execution of the Agreement;
- (c) (provided that Purchaser does not terminate the Agreement prior to the expiration of the Property Approval Period) an additional deposit in the amount of US\$350,000 (the "**Additional Deposit**", together with the Initial Deposit, collectively, the "**Earnest Money Deposit**") shall be deposited with the Escrow Agent, in immediately available funds, within three (3) business days after the expiration of the Property Approval Period; and

- (d) an amount equal to the Consideration, less the sum of (i) the Independent Consideration and (ii) the Earnest Money Deposit (and interest thereon), shall be deposited with the Escrow Agent no later than one (1) Business Day immediately preceding the Closing Date.

All of the above payments by the Purchaser shall be made in immediately available funds. The Independent Consideration and the Earnest Money Deposit will be applied to the payment of the Consideration at Closing if Closing occurs.

Provided that no termination notice has been received by the Escrow Agent, and subject to satisfaction of the Conditions Precedent and the parties' delivery of the documents required under the Agreement, all amounts paid by the Purchaser in respect of the Consideration will be released by the Escrow Agent to the Seller on the Closing Date.

The Earnest Money Deposit together with any interests thereon shall be returned to the Purchaser (i) if the Purchaser does not elect to proceed with the purchase of the Property on or prior to the conclusion of the Property Approval Period; or (ii) if the Agreement is terminated as a result of (1) the Seller failing to cure any title objection raised by the Purchaser, (2) non-fulfillment of Conditions Precedent to Purchaser's Closing or (3) any default of the Seller; or (iii) if the Seller fails to perform its obligations under the Agreement.

The Consideration was determined after arm's length negotiations between the Purchaser and the Seller with reference to, among other things, the prevailing market values of comparable properties in nearby locations. Prior to entering into the Agreement, the Company also had some preliminary discussions with the independent property valuer engaged by the Company (the "**Independent Valuer**") in respect of their preliminary view on the value of the Property. The Group will take into account the value of the Property as appraised by the Independent Valuer in determining whether to exercise its right to deliver the Termination Notice (as defined below) during the Property Approval Period to terminate the Agreement (the "**Termination Right**").

Based on the above and the Purchaser's Termination Right, the Directors consider that the Consideration is fair and reasonable.

The Consideration will be funded by the internal resources of the Group.

## **Due Diligence**

During the Property Approval Period, the Purchaser may carry out due diligence (including without limitation, carrying out inspections, communicating with applicable authorities and reviewing documents provided by the Seller) in respect of the Property.

The Purchaser may, in its sole and absolute discretion, determine whether or not the Property is acceptable to it during the Property Approval Period. In the event that the Purchaser determines that the Property is not acceptable, or for any other reason or no reason at all, it shall have the right to terminate the Agreement, by delivery of written notice (the “**Termination Notice**”) to the Seller prior to the expiration of the Property Approval Period.

If the Purchaser delivers a Termination Notice prior to the expiration of the Property Approval Period:

- (a) the Escrow Agent shall return the Initial Deposit to the Purchaser within three (3) Business Days following receipt of such Termination Notice; and
- (b) the parties shall have no further rights or obligations to one another under the Agreement, save for certain surviving obligations set out in the Agreement.

In the event the Purchaser fails to deliver a Termination Notice prior to the expiration of the Property Approval Period, the Purchaser shall be deemed to have waived its right to terminate the Agreement and the parties hereto shall proceed with the transaction contemplated by the Agreement.

## **Conditions precedent**

### ***Conditions precedent to the Purchaser’s obligations regarding Closing***

The Purchaser’s obligation to purchase the Property is conditional upon satisfaction (or waiver, in whole or in part, by the Purchaser in writing) of the following:

- (a) all representations and warranties of the Seller contained in the Agreement shall be true and correct in all material respects as of the Closing Date;

- (b) the title company (which is also the Escrow Agent) shall be irrevocably bound and committed to issue a title insurance policy insuring the Purchaser's title, subject only to the payment of the premium;
- (c) all parcel creation documents shall have been filed with the relevant authorities such that the Real Property exists as an independent, legally transferrable parcel separate and apart from the remainder of the Mother Parcel;
- (d) a reciprocal easement agreement and a sanitary sewer utility easement in favor of the City of Flowery Branch in Georgia have been recorded; and
- (e) the Seller shall have delivered to the Escrow Agent all closing documents required to be delivered by the Seller on or before the Closing.

If a failure of the above conditions occurs and such failure is not remediated within five (5) Business Days following notice to the Seller, the Purchaser shall have the right to either (i) waive the condition and proceed to Closing, or (ii) terminate the Agreement by notice in writing to the Seller, in which event the Earnest Money Deposit shall be returned to the Purchaser, and neither party shall have any further rights or obligations thereunder, save for certain surviving obligations set out in the Agreement.

***Conditions precedent to the Seller's obligations regarding Closing***

The Seller's obligation to sell the Property is conditional upon satisfaction (or waiver, in whole or in part, by the Seller in writing):

- (a) the Purchaser shall have delivered or caused to be delivered to the Escrow Agent the Consideration and performed its other closing obligations under the Agreement;
- (b) the Purchaser is not in material default of any agreement or covenant contained in the Agreement; and
- (c) all representations and warranties of the Purchaser contained in the Agreement shall be true and correct in all material respects as of the Closing Date.

If any of the foregoing conditions is not satisfied at Closing and such failure is not remediated within five (5) Business Days following notice to the Purchaser, the Seller shall either (i) terminate the Agreement by notice in writing to the Escrow Agent and the Purchaser, and the Escrow Agent shall promptly pay the Earnest Money Deposit to the Seller, and neither party shall have any further rights or obligations thereunder, save for certain surviving obligations set out in the Agreement; or (ii) waive such unsatisfied condition(s) and proceed to Closing.

## **Closing**

Closing shall take place on the date (the “**Closing Date**”) that will be the later to occur of:

- (a) 20 days after the expiration of the Property Approval Period; and
- (b) five (5) Business days after the establishment of the Real Property as an independent, legally transferrable parcel separate and apart from the remainder of the Mother Parcel and the Seller has obtained the approval from its lender on the release (in its entirety) of all its liens currently encumbering the Real Property,

subject to extension as provided under the Agreement.

At Closing, the Seller will deliver to the Purchaser, among other things, possession of the Real Property and the Improvements thereon, subject to certain permitted exceptions set out in the Agreement (such as easements and any parcel creation documents).

Effective from Closing, the Purchaser will be deemed to have assumed and agreed to perform or pay, all covenants and obligations of the Seller under the licenses and permits assigned to the Purchaser and relating to the physical or environmental condition of the Property and all liability of Seller or its affiliates resulting from or arising from such licenses and permits, arising on or after the Closing Date.

## **Other covenants**

The Seller agrees that from the date of the Agreement until either Closing or termination of the Agreement, the Seller will not negotiate with any other prospective purchaser, market the Property or enter into a back-up agreement to sell the Property to a third party.

## **INFORMATION ON THE GROUP**

The Company is a leading supplier of lighting products in the international market. It designs, develops, produces, markets and sells a variety of lighting products, with a strong focus on energy-saving products, under the NVC brand and third-party brands. The Company and its subsidiaries are principally engaged in the manufacture and sales of lamps, luminaries, lighting electronic products and related products.

The Purchaser is a limited liability company incorporated in Ohio, the United States and an indirect wholly-owned subsidiary of the Company. It is principally engaged in trading LED lighting products and LED fixtures.

### **The Seller**

The Seller is a limited liability company incorporated in the State of Delaware, the United States.

To the best knowledge, information and belief of the Directors, having made all reasonable enquiries, as at the date of this announcement:

- (a) the Seller is wholly-owned by Thurmon Tanner Logistics II LLC, whose managing member is Hines Thurmon Tanner Logistics II GP LLC. Hines Thurmon Tanner Logistics II GP LLC is in turn wholly owned by Hines Thurmon Tanner Logistics Associates LP, whose general partner is Hines Investment Management Holdings Limited Partnership, which is ultimately owned by Jeffrey C. Hines and is jointly controlled by Jeffrey C. Hines and Laura E. Hines-Pierce;
- (b) the Seller is principally engaged in the development of three industrial buildings in Flowery Branch, Georgia, the U.S., including the Property; and
- (c) the Seller and its ultimate beneficial owners are Independent Third Parties.

## **INFORMATION ON THE PROPERTY**

The Property is an industrial property known as Thurmon Tanner Logistics Building C, which is situated at 4775 Thurmon Tanner Parkway, Flowery Branch, Georgia, United States, The Property includes a rear-load warehouse facility for industrial use, 99 auto parking spaces and 25 trailer parking spaces. The total gross floor area of the Property is approximately 111,103 square feet (including 2,965 square feet for office use).

The Property will be sold to the Group on an “as-is” basis.

Based on information available to the Company, as at the date of this announcement, the development of the Property is complete and a Certificate of Completion from the City of Flowery Branch, U.S. in respect of the Property has been issued.

## **REASONS FOR AND BENEFITS OF THE ACQUISITION**

The Group is a leading supplier of lighting products in the international market. The Group has established sales networks and channels in major countries and regions including North America, Europe, Australia, East Asia, Middle East, Southeast Asia and the PRC. The North American market plays a crucial role as one of the Company's key geographical markets, contributing significantly to the Group's revenue.

The Property is a newly developed rear-load warehouse facility located in an industrial park in Georgia, U.S. with a total area of 111,103 square feet (including 2,965 square feet for office use). Noting that the lease of the Company's existing warehouse facility in the United States, which is situated in the State of Illinois, will expire in the coming 12 months, and a considerable portion of the Company's customers in the United States is located in Georgia, U.S., the Company plans to relocate its warehouse from Illinois to Georgia, with a view to improve supply chain management and achieve cost optimisation. The Company expects that the Acquisition and the relocation of the warehouse facility will greatly reduce the average transportation time and distance for delivery of goods to its customers, thereby allowing the Group to deliver its products to customers in a speedy and cost-efficient manner.

Pursuant to the terms of the Agreement, during the Property Approval Period (i.e. within 30 days after the signing of the Agreement), the Purchaser may carry out inspections and further due diligence in respect of the Property, and the Purchaser shall have a right to terminate the Agreement at its sole and absolute discretion (with or without reason), upon which the Initial Deposit paid by the Purchaser and held in escrow by the Escrow Agent shall be fully refunded to the Purchaser. The Company will consider the findings of due diligence review and the results of the property valuation conducted by the Independent Valuer in respect of the Property in determining whether to exercise its Termination Right during the Property Approval Period, and will make further announcement(s) in respect of the Acquisition to update the Shareholders and potential investors of the Company as and when appropriate in accordance with the Listing Rules.

In view of the above, the Directors consider that the terms of the Agreement (including the Consideration) are fair and reasonable and on normal commercial terms, and the Acquisition is in the interests of the Company and the Shareholders as a whole.



## LISTING RULES IMPLICATIONS

As the highest applicable percentage ratio (as defined under Rule 14.07 of the Listing Rules) in respect of the Acquisition is more than 5% but less than 25%, the Acquisition constitutes a discloseable transaction of the Company and is subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

**As Closing is subject to (i) any Termination Notice which may be delivered by the Purchaser at its sole discretion (if applicable); and (ii) the fulfilment or waiver of the Conditions Precedent, Closing may or may not take place. Shareholders and potential investors are advised to exercise caution when dealing in the Shares of the Company.**

## DEFINITIONS

In this announcement, the following expressions have the meanings set out below unless the context otherwise requires:

“Acquisition”	the possible acquisition of the Property contemplated under the Agreement
“Agreement”	the sale and purchase agreement dated 12 June 2024 (U.S. time) entered into between the Seller and the Purchaser in relation to the Acquisition
“Board”	the board of Directors
“Business Day”	any day other than a Saturday, Sunday or a day on which national banking associations in the United States are authorized or required to close
“Closing”	closing of the Acquisition pursuant to the terms of the Agreement

“Company”	NVC International Holdings Limited (雷士國際控股有限公司) (formerly known as 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 shares of which are listed on the Main Board of the Stock Exchange (stock code: 2222)
“Conditions Precedent”	conditions precedent set out in the section headed “Conditions precedent” in this announcement
“Consideration”	the consideration for the sale and purchase of the Property pursuant to the Agreement
“Director(s)”	director(s) of the Company
“Escrow Agent”	Fidelity National Title Insurance Company, a company incorporated in the State of Florida, U.S. which is principally engaged in the provision of escrow and title services
“Group”	the Company and its subsidiaries
“Hong Kong”	the Hong Kong Special Administrative Region of PRC
“Improvements”	all buildings, structures, fixtures, parking areas and improvements owned by the Seller and located on the Real Property
“Independent Consideration”	US\$100, being the independent consideration payable by the Purchaser to the Seller for the Purchaser’s right to purchase the Property and the Seller’s execution, delivery and performance of the Agreement

“Independent Third Party(ies)”	third party independent not connected with (within the meaning of the Listing Rules) any director, chief executive or substantial shareholder of our Company or any of its subsidiaries or any of their respective associates
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Mother Parcel”	the parcel of which the Real Property is currently a portion
“PRC”	the People’s Republic of China
“Property”	the Real Property, all Improvements thereon, all of Seller’s right, title and interest in and to the ownership or operation of the Improvements, and all of Seller’s right, title and interest in, to and under the licenses and permits, the intangible property and the engineering product as relate solely to the Real Property
“Property Approval Period”	the 30-day period commencing from the date of the Agreement and ending on the 30th day following the date of the Agreement, unless otherwise extended pursuant to the Agreement
“Purchaser”	ETI Solid State Lighting Inc., a limited liability company incorporated in Ohio, the United States and an indirect wholly-owned subsidiary of the Company
“Real Property”	certain parcel of land lying and being in Land Lots 97 and 113, 8th Land District, City of Flowery Branch, Hall County, Georgia, the United States
“Seller”	Thurmon Tanner Logistics II Owner LLC, a limited liability company incorporated in the States of Delaware, the United States
“Shareholder(s)”	the holder(s) of Share(s)

“Share(s)”	ordinary share(s) of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“United States” or “U.S.”	the United States of America
“US\$”	United States dollars, the lawful currency of the United States
“%”	per cent

By Order of the Board  
**NVC International Holdings Limited**  
**WANG Donglei**  
*Chairman*

Hong Kong, 12 June 2024

*As at the date of this announcement, the Directors are:*

*Executive Directors:*

WANG Donglei  
 CHAN Kim Yung, Eva  
 XIAO Yu  
 WANG Keven Dun

*Non-executive Director:*

YE Yong

*Independent Non-executive Directors:*

LEE Kong Wai, Conway  
 WANG Xuexian  
 CHEN Hong