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**WINSHINE ENTERTAINMENT & MEDIA HOLDING
COMPANY LIMITED**

中國瀛晟娛樂傳媒控股有限公司

(Incorporated in Bermuda with limited liability)

(Stock Code: 209)

**VERY SUBSTANTIAL ACQUISITION
IN RELATION TO
THE PROVISION OF FINANCIAL ASSISTANCE
AND
RESUMPTION OF TRADING**

FUNDING COMMITMENT LETTER

Reference is made to the announcements of the Company dated 11 May 2015 and 19 May 2015 regarding the possible cooperation with JAC Capital respectively.

On 27 May 2015, the Company signed the Funding Commitment Letter addressed to NXP and JAC Capital, pursuant to which the Company committed to transfer to JAC Capital equity and/or debt funding commitment in the amount of US\$500 million, for JAC Capital's use to pay the purchase price of the Possible Investment. It was stipulated in the Funding Commitment Letter that the performance of the obligations by the Company thereunder is subject to the Company's compliance of applicable requirements under the Listing Rules.

The Funding Commitment Letter was given in relation to the Possible Investment which involves the acquisition of certain business of NXP, a Netherlands based company, including the business of developing, manufacturing and selling of radio frequency power amplifiers. The purchase price to acquire the Target Business amounts to US\$1.8 billion (equivalent to approximately HK\$13.95 billion). The Possible Investment is subject to review and approval by the US Federal Trade Commission, the European Commission, MOFCOM and other agencies.

SECOND COOPERATION AGREEMENT

In furtherance of the Cooperation Framework Agreement dated 19 May 2015 entered into between the Company and JAC Capital which sets out their mutual understandings to establish the JV Company for the purposes of investing in PRC outbound investment project(s) as announced in the announcement of the Company dated 19 May 2015, the Company entered into the Second Cooperation Agreement

with JAC Capital on 25 June 2015 pursuant to which the parties agreed to cooperate in the Possible Investment through the establishment of the JV Company which will be established for the purpose of acquiring the Target Business. According to the Second Cooperation Agreement, the investment by the Fund in the JV Company shall be not less than US\$500 million. The remaining consideration of the Possible Investment will be paid by the JAC Fund and bank borrowings.

As of the date of this announcement, the Company is still in discussion with JAC Capital and other potential investors regarding the participation in the Possible Investment and the relevant investment structure. The Possible Investment is also subject to the negotiation and finalisation of the relevant transaction agreement(s) among the Company, JAC Capital and other potential investors, if any.

LISTING RULES IMPLICATIONS

As one or more of the applicable percentage ratios in respect of the provision of financial assistance pursuant to the Funding Commitment Letter exceed 100%, the provision of Funding Commitment constitutes a very substantial acquisition for the Company under the Listing Rules. In addition, the Company's capital contribution to the JV Company through the Fund, if it materialises, may also constitute a very substantial acquisition of the Company under the Listing Rules. As such, the Funding Commitment and the Possible Cooperation, if it materialises, shall be subject to the reporting, announcement, circular and shareholders' approval requirements under Chapter 14 of the Listing Rules. Moreover, the Possible Cooperation, if it materialises, may be regarded as a reverse takeover under Chapter 14 of the Listing Rules and cannot proceed unless the Target Business is able to meet new listing requirements under the Listing Rules. Further announcement(s) will be made by the Company when the transaction document(s) in relation to the cooperation with JAC Capital and/or other potential investors has been finalised, if any.

The SGM will be held to consider and, if thought fit, pass the ordinary resolution to approve the Funding Commitment and the Possible Cooperation, if it materialises. As no Shareholder has a material interest in the Funding Commitment different from the other Shareholders, no Shareholder will be required to abstain from voting on the resolution approving the Funding Commitment Letter and the transactions contemplated thereunder.

A circular containing, among other things, further details of the Funding Commitment and the Possible Cooperation, if applicable, a notice convening the SGM, and other information as required under the Listing Rules, is expected to be despatched to the Shareholders on or before 30 September 2015, as more time is required to discuss with JAC Capital and other potential investors regarding the participation in the Possible Investment and the relevant investment structure and prepare the information to be incorporated in the circular.

Shareholders and potential investors should note that the Possible Investment is subject to, among others, the review and approval by the US Federal Trade Commission, the European Commission, MOFCOM and other agencies and the Company is still in discussion with JAC Capital and other potential investors regarding the participation in the Possible Investment. As these transactions may or may not proceed, Shareholders and potential investors are advised to exercise caution when dealing in the securities of the Company.

RESUMPTION OF TRADING

At the request of the Company, trading in the Shares on the Stock Exchange has been suspended with effect from 1:00 p.m. on 26 May 2015 pending the release of this announcement. Application has been made by the Company to the Stock Exchange for the resumption of trading in the Shares on the Stock Exchange with effect from 9:00 a.m. on 2 July 2015.

Reference is made to the announcements of the Company dated 11 May 2015 and 19 May 2015 regarding the possible cooperation with JAC Capital respectively.

On 27 May 2015, the Company signed the Funding Commitment Letter addressed to NXP and JAC Capital, pursuant to which the Company committed to transfer to JAC Capital equity and/or debt funding commitment in the amount of US\$500 million, for JAC Capital's use to pay the purchase price of the Possible Investment. It was stipulated in the Funding Commitment Letter that the performance of the obligations by the Company thereunder is subject to the Company's compliance of applicable requirements under the Listing Rules.

SUMMARY OF THE PRINCIPAL TERMS OF THE FUNDING COMMITMENT LETTER

Date	:	27 May 2015
Parties	:	The Company, NXP and JAC Capital
Type of funding commitment	:	Equity and/or debt funding commitment
Funding commitment amount	:	US\$500 million for JAC Capital's use to pay the purchase price in relation to the Possible Investment, which is subject to the Company's compliance of applicable requirements under the Listing Rules
Other undertaking	:	Subject to the terms of the Funding Commitment Letter and the Company's compliance with all applicable requirements under the Listing Rules, if JAC Capital:

- a) breaches its obligation to execute the SPA in accordance with the agreement between NXP and JAC Capital;
- b) breaches its obligation to complete the transfer of shares in the Target Holdco on the completion date in accordance with the SPA; or
- c) otherwise materially breaches its obligations on satisfaction of the completion conditions, pre-completion covenants, or the completion arrangements of the SPA, and as a result of such breach completion of the SPA does not occur,

and the parties have mutually agreed upon the amount of damages suffered pursuant to the occurrence of events above or the amount of damages has become final and conclusive pursuant to the applicable settlement proceedings (the “**Agreed or Conclusive Compensation Amount**”), then NXP has the right, which shall exercise within 10 Business Days thereafter, to demand the Company to fund in accordance with the Funding Commitment up to the Agreed or Conclusive Compensation Amount.

If NXP has recourse on other investors pursuant to funding commitment letters issued for the benefit of NXP in connection with the Possible Transaction, then the Company’s commitment to fund the Agreed or Conclusive Compensation Amount shall be reduced pro rata with reference to the total amount of funding commitments so provided for the benefit of NXP.

The Funding Commitment Letter was given in relation to the Possible Investment which involves the acquisition of certain business of NXP, a Netherlands based company, including the business of developing, manufacturing and selling of radio frequency power amplifiers, which is expected to be disentangled from NXP to certain new entities to be acquired by the purchaser. The holding company of NXP is listed on the NASDAQ. The purchase price to acquire the Target Business amounts to US\$1.8 billion (equivalent to approximately HK\$13.95 billion). On 27 May 2015, JAC

Capital entered into a binding cover letter with NXP to commit to execute the Agreed Form SPA. The execution of the Agreed Form SPA is subject to, among others, the completion of the anti-trust consultation procedures by certain agency. Other than the Funding Commitment Letter, the Cooperation Framework Agreement and the Second Cooperation Agreement, the Company is not a party to any other transaction documents in relation the Possible Investment, including the Agreed Form SPA.

It is contemplated that, subject to the negotiation between the Company and JAC Capital as to the Company's participation in the Possible Investment, the Company will apply its Funding Commitment to its capital contribution to the JV Company which will be established for the purpose of acquiring the Target Business. However, the Company's obligations to provide funding according to the Funding Commitment Letter would still arise even if the Company and JAC Capital are unable to agree on the terms of the Company's participation in the Possible Investment provided that the Possible Investment proceeds. Since it is contemplated that the Company may make equity investment to the JV Company, the parties have not agreed on any interest arrangement on the Funding Commitment in the event that the Company would not participate in the Possible Investment and shall provide funding to JAC Capital as a loan. Further announcement(s) will be made by the Company if the parties have agreed upon any interest arrangement in relation to the Company's funding to JAC Capital, including the Board's view as to whether such arrangement will be in the interest of the Company and the Shareholders. In addition, further announcement(s) will be made by the Company in the event that the Funding Commitment will be provided as a loan to JAC Capital, including the Board's recommendation and the basis regarding such arrangement.

The Company's obligations under the Funding Commitment Letter are subject to its compliance with applicable requirements under the Listing Rules. As such, in the event that the Company's participation in the Possible Investment does not proceed due to its failure to comply with applicable requirements under the Listing Rules, including but not limited to failing to meet the new listing requirements under the Listing Rules if the Possible Cooperation is regarded as a reverse takeover under the Listing Rules, the Company's obligations to provide funding to JAC Capital under the Funding Commitment Letter would not arise.

SUMMARY OF THE PRINCIPAL TERMS OF THE SECOND COOPERATION AGREEMENT

On 19 May 2015, the Company entered into the Cooperation Framework Agreement with JAC Capital which sets out their mutual understandings to establish the JV Company for the purposes of investing in PRC outbound investment project(s). For further information, please refer to the announcement of the Company dated 19 May 2015.

On 25 June 2015, the Company and JAC Capital entered into the Second Cooperation Agreement which set forth further details regarding the investment structures of (i) the JV Company, the special purpose vehicle to be established for the purposes of the Possible Investment; and (ii) the Fund, which will be established for the purposes of investing in the JV Company. The principal terms of the Second Cooperation Agreement are set forth below:

Date : 25 June 2015

Parties : The Company and JAC Capital

Establishment of the JV Company : Subject to (i) the compliance of laws and regulations applicable to the Company, including but not limited to the Listing Rules and the Takeovers Code, and (ii) the capital contribution of sufficient funds to the Fund, provided that the Possible Investment materialises, the parties shall cooperate in the investment of the Possible Investment through their respective PRC offshore entities and the investment by the Fund shall be not less than US\$500 million. The remaining consideration of the Possible Investment will be paid by JAC Fund and bank borrowings.

Establishment of the Fund : The appointment of the general partner of the Fund shall be subject to the approval of JAC Capital.

Subject to the entering into of a call option deed among the relevant limited partners of the Fund, the Company as the special limited partner of the Fund shall be granted a call option by each of the other limited partner(s) of the Fund pursuant to which the Company shall have the right to call upon the grantor(s) to sell their interests in the Fund to the Company.

As of the date of this announcement, the Company is still in discussion with JAC Capital and other potential investors regarding the participation in the Possible Investment and the relevant investment structure, and save for the terms contained in the Cooperation Framework Agreement and the Second Cooperation Agreement, no definitive terms have been agreed in this regard. The key terms of the possible cooperation with JAC Capital and other potential investors in relation to the Possible Investment, including but not limited to investment structure, terms and conditions of the Possible Investment, the total capital contribution to be made by the Company and the percentage interest of the Company in the Possible Investment, have not yet been finalised. In addition, the JV Company and the Fund have not yet been established. The Possible Cooperation is also subject to further negotiation and finalisation of the relevant transaction agreement(s) among the Company, JAC Capital and other potential investors, if any.

REASONS FOR AND BENEFITS OF THE FINANCIAL ASSISTANCE AND THE POSSIBLE COOPERATION

The Group is principally engaged in manufacturing and trading of hard and stuffed toys and securities investments. The Group has recorded losses for each of the three years ended 31 December 2014. As announced by the Company on 15 September 2014, the Company disposed on its entire equity interest in the loss making segment of manufacturing and sales of beverage products in the PRC. The Group is seeking new investments proactively.

The Target Business is one of the market leaders in high performance radio frequency power amplifiers primarily focused on the cellular base station market, with potential future growth applications in the areas of industrial lighting, next generation cooking and automotive electronic ignition systems. JAC Capital is experienced in investing in high-tech industry including integrated circuit and semiconductor, IT and networking, data service, cloud computing and telecommunication. The Company is of the view that, through the Possible Cooperation, JAC Capital and the Group would be able to utilize the strengths of each other to facilitate the Possible Investment. By providing the Funding Commitment, the Group facilitates and expedites JAC Capital in the negotiation of the Possible Investment. Moreover, the provision of the Funding Commitment also demonstrates the commencement of the Possible Cooperation between the Group and JAC Capital in this transaction. In view of the competitive advantage of the Target Business, the Company considers that the Possible Cooperation aligns with the Company's business strategy to diversify into potential profitable businesses. In addition, it also allows the Group to embark on its participation in the semiconductor industry with a view to forming a solid foundation for the Group to further develop its business in related businesses by way of leveraging the expertise knowledge and experience of JAC Capital in the semiconductor industry through the Possible Cooperation and investing in the Possible Investment through its equity investment in the JV Company through the Fund, which may enhance returns to the Shareholders.

Looking forward, the Company will continue to look for suitable business opportunities in the integrated circuit industry sector, which is considered to have great growth potential in the long term spectrum. The Company will conduct a comprehensive financial review for assessment of the needs of additional capital, depending on the investment structure in the Possible Cooperation. Subject to the then market conditions and business plan of the Group, the Company may consider to carry out fund raising activities, including but not limited to debt financing and/or equity financing, such as issuance of convertible securities, to ensure sufficient financial resources for making the Funding Commitment and the Company's participation in the Possible Investment.

In light of the reasons above, and taking into account the Possible Cooperation and the Possible Investment, the Directors (including the independent non-executive Directors) consider that the Funding Commitment Letter and the transactions contemplated thereunder were entered into on normal commercial terms after arm's length negotiation, and the terms are fair and reasonable, and in the interests of the Company and the Shareholders as a whole.

INFORMATION OF JAC CAPITAL AND NXP

JAC Capital is a company established in the PRC with limited liability. It is principally engaged in fund management in the PRC. JAC Capital is experienced in investing in high-tech industry including integrated circuit and semiconductor, IT and networking, data service, cloud computing and telecommunication.

NXP is a private limited liability company incorporated under the laws of the Netherlands. It is principally engaged in semiconductor business. The holding company of NXP is NXP Semiconductors N.V., which is listed on the NASDAQ.

To the best of the information, knowledge and belief of the Company having made all reasonable enquiries, each of JAC Capital and NXP and their respective ultimate beneficial owner(s) is an Independent Third Party.

LISTING RULES IMPLICATIONS

As one or more of the applicable percentage ratios in respect of the provision of financial assistance pursuant to the Funding Commitment Letter exceed 100%, the provision of Funding Commitment constitutes a very substantial acquisition for the Company under the Listing Rules. In addition, the Company's capital contribution to the JV Company through the Fund, if it materialises, may also constitute a very substantial acquisition of the Company under the Listing Rules. As such, the Funding Commitment and the Possible Cooperation, if applicable, shall be subject to the reporting, announcement, circular and shareholders' approval requirements under Chapter 14 of the Listing Rules. Moreover, the Company's cooperation with JAC Capital, if it materialises, may be regarded as a reverse takeover under Chapter 14 of the Listing Rules and cannot proceed unless the Target Business is able to meet new listing requirements under the Listing Rules. Further announcement(s) will be made by the Company when the transaction document(s) in relation to the cooperation with JAC Capital and/or other potential investors has been finalised, if any.

The SGM will be held to consider and, if thought fit, pass the ordinary resolution to approve the Funding Commitment and the Possible Cooperation, if it materialises. As no Shareholder has a material interest in the Funding Commitment different from the other Shareholders, no Shareholder will be required to abstain from voting on the resolution approving the Funding Commitment Letter and the transactions contemplated thereunder.

A circular containing, among other things, further details of the Funding Commitment and the Possible Cooperation, if it materialises, a notice convening the SGM, and other information as required under the Listing Rules, is expected to be despatched to the Shareholders on or before 30 September 2015, as more time is required to discuss with JAC Capital and other potential investors regarding the participation in the Possible Investment and the relevant investment structure and prepare the information to be incorporated in the circular.

Shareholders and potential investors should note that the Possible Investment is subject to, among others, the review and approval by the US Federal Trade Commission, the European Commission, MOFCOM and other agencies and the Company is still in discussion with JAC Capital and other potential investors regarding the participation in the Possible Investment. As these transactions may or may not proceed, Shareholders and potential investors are advised to exercise caution when dealing in the securities of the Company.

RESUMPTION OF TRADING

At the request of the Company, trading in the Shares on the Stock Exchange has been suspended with effect from 1:00 p.m. on 26 May 2015 pending the release of this announcement. Application has been made by the Company to the Stock Exchange for the resumption of trading in the Shares on the Stock Exchange with effect from 9:00 a.m. on 2 July 2015.

DEFINITIONS

“Agreed Form SPA”	the agreed form SPA as agreed between JAC Capital and NXP
“Business Days”	a day which is not a Saturday, Sunday or public holiday in the Netherlands pursuant to section 3 of the Dutch General Time Limits Act
“Company”	Winshine Entertainment & Media Holding Company Limited (中國瀛晟娛樂傳媒控股有限公司), a company incorporated in Bermuda with limited liability and the issued shares of which are listed on the Stock Exchange (stock code: 209)
“Cooperation Framework Agreement”	the cooperation framework agreement dated 19 May 2015 entered into between the Company and JAC Capital regarding the possible cooperation to engage in PRC outbound investment projects(s)
“Fund”	the fund to be established by the Company and any other Independent Third Party for the purposes of investing in the JV Company
“Funding Commitment”	the conditional commitment by the Company to transfer to JAC Capital equity and/or debt funding the amount of US\$500 million for its use to pay the purchase price in relation to the Possible Investment pursuant to the Funding Commitment Letter

“Funding Commitment Letter”	the funding commitment letter dated 27 May 2015 signed by the Company and addressed to NXP and JAC Capital in relation to the Funding Commitment
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Independent Third Parties”	third parties who are independent of the Company and its connected person(s) (as defined in the Listing Rules)
“JAC Capital”	Jianguang Asset Management Co. Ltd. (北京建廣資產管理有限公司), a company established in the PRC with limited liability
“JAC Fund”	the fund(s) managed by JAC and/or its related parties
“JV Company”	PRC offshore joint venture company proposed to be established for the purposes of investing in PRC outbound investment project(s), including the Target Business
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“MOFCOM”	the Ministry of Commerce of the PRC (中華人民共和國商務部)
“NASDAQ”	NASDAQ Stock Market
“NXP”	NXP B.V., a private limited liability company incorporated under the laws of the Netherlands
“Possible Cooperation”	the Company’s cooperation with JAC Capital to participate in the Possible Investment by way of capital contribution to the JV Company through the Fund
“Possible Investment”	the possible acquisition of the Target Business by JAC Capital and/or its designated entity

“PRC”	The People’s Republic of China, and for the purpose of this announcement, excluding Hong Kong, the Macau Special Administrative Region and Taiwan
“Second Cooperation Agreement”	the second cooperation agreement dated 25 June 2015 entered into between the Company and JAC Capital regarding the investment structures of the JV Company and the Fund
“SGM”	a special general meeting of the Company to be convened for the purpose of considering and, if thought fit, approving the Funding Commitment Letter and the transactions contemplated thereunder
“Shares”	ordinary share(s) in the Company of HK\$0.10 each
“Shareholders”	holder(s) of the Shares
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“SPA”	the share sale and purchase agreement to be entered into between NXP and the JAC Capital and/or its designated entity in relation to the Possible Investment, if any
“Takeovers Code”	the Hong Kong Code on Takeovers and Mergers
“Target Business”	the business of developing, manufacturing and selling of radio frequency power amplifiers of NXP
“Target Holdco”	the company which will hold the Target Business
“US\$”	United States dollars, the lawful currency of the United States of America

By order of the Board
Gao Feng
Executive Director and Chairman

Hong Kong, 30 June 2015

In this announcement, save as otherwise provided, amounts in US\$ are converted into HK\$ on the basis of US\$1.00 = HK\$7.75. The conversion rate is for illustration purpose only and should not be taken as a representation that US\$ could actually be converted into HK\$ at that rate.

As at the date of this announcement, the Board comprises three Executive Directors, being Mr. Gao Feng (Chairman), Mr. Zhang Jack Jiyei (Chief Financial Officer) and Mr. Wu Jiang; one Non-executive Director, namely Mr. Lo Ming Chi, Charles; and three Independent Non-executive Directors, namely Mr. Li Fang, Mr. Wong Kee Fung Kenneth and Mr. Wong Kwok Tai.