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WIN SHARE

新華文軒出版傳媒股份有限公司
XINHUA WINSHARE PUBLISHING AND MEDIA CO., LTD.*

(a joint stock limited company incorporated in the People's Republic of China with limited liability)
(Stock Code: 811)

DISCLOSEABLE TRANSACTION
CONSTRUCTION CONTRACTOR AGREEMENT

BACKGROUND

Reference is made to the announcements of the Company both dated 31 October 2012 and the circular of the Company dated 6 November 2012 in relation to, among others, the Construction Project of the Creativity Centre at the Estimated Costs and the Co-construction Project. As disclosed in the said announcements, the Company obtained the land use right of the land parcel of 10,150.11 sq.m. situated at the Regions 4 and 5, Maliuwan Village, Liujiang Street, Jinjiang District, Chengdu, Sichuan (四川省成都市錦江區柳江街道辦事處麻柳灣村四、五組) (the "**Company's Parcel**") in September 2009 and proposed to construct the Creativity Centre thereon. Since the remaining land parcel of 7,032.85 sq.m. situated at the Regions 4 and 5, Maliuwan Village, Liujiang Street, Jinjiang District, Chengdu, Sichuan (the "**Parent's Parcel**") which was owned to the Parent Company is adjacent to the Company's Parcel, the Company and the Parent Company were required by the relevant PRC regulations and requirements of the local government authorities to develop the Company's Parcel and the Parent's Parcel on an unified-planning basis and bear the construction costs of their own land parcel under the Co-construction Project respectively. The Construction Project of the Creativity Centre at the Estimated Costs and the transactions contemplated thereunder were approved by the Shareholders at the extraordinary general meeting of the Company held on 20 December 2012.

CONSTRUCTION CONTRACTOR AGREEMENT

As part of the implementation plan of the Construction Project, on 14 May 2014, the Company and China MCC5 entered into the Construction Contractor Agreement, pursuant to which the Company agreed to contract the construction works in relation to the Creativity Centre located on the Company's Parcel to China MCC5 at the contract price of RMB330,436,807.

LISTING RULES IMPLICATION

As the applicable percentage ratios in respect of the Construction Contractor Agreement are more than 5% but less than 25%, the Construction Contractor Agreement constitute a discloseable transaction of the Company and is subject to the relevant notification and announcement requirements under Chapter 14 of the Listing Rules.

BACKGROUND

Reference is made to the announcements of the Company both dated 31 October 2012 and the circular of the Company dated 6 November 2012 in relation to, among others, the Construction Project of the Creativity Centre at the Estimated Costs and the Co-construction Project. As disclosed in the said announcements, the Company obtained the land use right of the Company's in September 2009 and proposed to construct the Creativity Centre thereon. Since the Parent's Parcel is adjacent to the Company's Parcel, the Company and the Parent Company were required by the relevant PRC regulations and requirements of the local government authorities to develop the Company's Parcel and the Parent's Parcel on an unified-planning basis and bear the construction costs of their own land parcel under the Co-construction Project respectively. The Construction Project of the Creativity Centre at the Estimated Costs and the transactions contemplated thereunder were approved by the Shareholders at the extraordinary general meeting of the Company held on 20 December 2012.

CONSTRUCTION CONTRACTOR AGREEMENT

As part of the implementation plan of the Construction Project, on 14 May 2014, the Company and China MCC5 entered into the Construction Contractor Agreement, pursuant to which the Company agreed to contract the construction works in relation to the Creativity Centre located on the Company's Parcel to China MCC5. The principal terms of which are as follows:

Date:	14 May 2014
Parties:	the Company; and China MCC5 (as contractor)
Construction Work:	Pursuant to the Construction Contractor Agreement, China MCC5 is responsible for the construction works in relation to the Creativity Centre and its major facilities located at the Company's Parcel
Contract Price:	The contract price was agreed at RMB330,436,807. The contract price was determined by the Company after considering: (i) the estimate price for the construction work under the construction contractor agreement estimated by an independent qualified price consultant, and (ii) the tender price offered by China MCC5 and others tenderees in the tendering process of the Construction Contractor Agreement.
Payment Term:	The contract price will be financed by the internal resources of the Company and payable at the following stage of the construction works: (i) Within 14 days from the effective date of the Construction Contractor Agreement, the Company will pay an advanced payment of RMB25,479,527

(ii) the Company should pay periodic payments at the completion of the following construction works: raft foundation; 3-storey basement; examination of the structure below ground level; and every 4 storeys aboveground.

(iii) within 56 days after the supervisor of the Construction Project issued the certificate of acceptance of construction work, the parties shall calculate and settle the completion payments and other procedures.

Duration of the Construction Work: the construction work is expected to last for 960 days and shall commence from the commencement date specified in the commencement notice to be issued by the supervisor of the Construction Project.

Reasons for and benefits of the Construction Contractor Agreement

Details of the reasons for and benefits of the Construction Project were disclosed in the announcement of the Company dated 31 October 2012. In order to implement the Construction Project, the Company conducted the tender process and entered into the Construction Contractor Agreement with China MCC5 in accordance with the relevant requirements under the PRC laws and regulations in relation to tendering process of construction works.

The Directors are of the view that the Construction Contractor Agreement has been entered into on normal commercial terms and is fair and reasonable and in the interests of the Company and the Shareholders as a whole.

INFORMATION ON THE COMPANY AND CHINA MCC5

The Company principally engages in the editorial and publishing of publications; retailing and distribution of books and audiovisual products; and publication of textbooks and supplementary materials, etc.

China MCC5 is a limited liability company incorporated in the PRC. It is principally engaged in the business of general contracting, steel and equipment manufacturing, property development and project investment, etc.

To the best knowledge, information and belief of the Directors having made all reasonable enquiries, China MCC5 and its ultimate beneficial owner are independent third parties of the Company.

LISTING RULES IMPLICATIONS

As the applicable percentage ratios in respect of the Construction Contractor Agreement are more than 5% but less than 25%, the Construction Contractor Agreement constitute a discloseable transaction of the Company and is subject to the relevant notification and announcement requirements under Chapter 14 of the Listing Rules.

DEFINITIONS

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

"Board"	the board of Directors of the Company
"China MCC5"	China MCC5 Group Corp. Ltd., a limited liability company incorporated in the PRC and an independent third party of the Company as at the date of this announcement
"Co-construction Project"	the co-construction works situated on the respective land parcels of 10,150.11 sq.m. and 7,032.85 sq.m. at the Regions 4 and 5, Maliuwan Village, Liujiang Street, Jinjiang District, Chengdu, Sichuan (四川省成都市錦江區柳江街道辦事處麻柳灣村四、五組), which are owned by the Company and the Parent Company respectively
"Company"	Xinhua Winshare Publishing and Media Co., Ltd.* (新華文軒出版傳媒股份有限公司), a joint stock limited company incorporated in the PRC with limited liability, the H shares of which are listed on the Main Board of the Stock Exchange
"connected person(s)"	has the same meaning as ascribed to this term under the Listing Rules
"Construction Project"	the construction project in relation to the Creativity Centre at the Estimated Cost
"controlling shareholder"	has the same meaning as ascribed to this term under the Listing Rules
"Creativity Centre"	Xinhua Winshare Publishing and Media Creativity Centre (新華文軒出版傳媒創意中心), which is under construction and located at the Company's Parcel
"Directors"	the directors of the Company
"Estimated Cost"	RMB736,000,000 (within ±10% fluctuation)
"Group"	the Company and its subsidiaries
"Hong Kong"	the Hong Kong Special Administrative Region of the PRC
"independent third party(ies)"	persons(s) or company(ies) which is(are) independent of the Directors, supervisors, substantial shareholders and chief executive (as defined under the Listing Rules) of the Company and its subsidiaries
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange

"Parent Company"	Sichuan Xinhua Publishing Group Co. Ltd.* (四川新華發行集團有限公司), a wholly State-owned company established in the PRC, which is the controlling Shareholder of the Company
"percentage ratios"	has the same meaning as ascribed to this term under the Listing Rules
"PRC"	the People's Republic of China (for the purpose of this announcement, excluding Hong Kong, the Macao Special Administrative Region of the PRC and Taiwan)
"Shareholder(s)"	shareholder(s) of the Company
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"subsidiaries"	has the meaning as ascribed to this term under the Listing Rules
"substantial shareholder"	has the meaning as ascribed to this term under the Listing Rules
"RMB"	Renminbi, the lawful currency of the PRC
"%"	per cent.

By order of the Board
XINHUA WINSHARE PUBLISHING AND MEDIA CO., LTD.*
Gong Cimin
Chairman

Sichuan, PRC, 14 May 2014

As at the date of this announcement, the Board of the Company comprises (a) Mr. Gong Cimin and Mr. Luo Yong as executive Directors; (b) Mr. Zhang Chengxing, Mr. Luo Jun, Mr. Zhang Peng and Mr. Zhao Junhuai as non-executive Directors; and (c) Mr. Han Liyan, Mr. Mo Shixing and Mr. Mak Wai Ho as independent non-executive Directors.

* *For identification purposes only*