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ROADSHOW HOLDINGS LIMITED

路訊通控股有限公司*

(incorporated in Bermuda with limited liability)

(Stock Code: 888)

ANNOUNCEMENT

CONTINUING CONNECTED TRANSACTION

On 30 January 2009, KMB and RoadShow Media entered into the Licence Agreement pursuant to which KMB has agreed to grant a licence to RoadShow Media to solicit advertising business in respect of the interior panels of the bus body of the KMB Buses for a term commencing as effective on 1 February 2009 until 31 October 2009.

As at the date of this announcement, Transport International is the ultimate controlling shareholder of the Company indirectly holding approximately 73.01% of the issued share capital of the Company. KMB, an indirect wholly owned subsidiary of Transport International, is an associate of Transport International and therefore a connected person of the Company within the meaning of the Listing Rules. RoadShow Media is an indirect wholly owned subsidiary of the Company. The transactions contemplated by the Licence Agreement therefore constitute continuing connected transactions of the Company which are subject to the reporting, announcement and independent shareholders' approval requirements under Chapter 14A of the Listing Rules.

A circular of the Company containing, among other things, further details of the Licence Agreement, the recommendation from its independent non-executive directors and the letter of advice from its independent financial adviser to its independent non-executive directors and the Independent Shareholders, and a notice of the Special General Meeting to approve the transactions contemplated under the Licence Agreement, will be despatched to the shareholders of the Company as soon as practicable in accordance with the Listing Rules.

* *For identification purposes only*

(1) THE LICENCE AGREEMENT

Date

30 January 2009

Parties

- (1) KMB
- (2) RoadShow Media

Subject Matter

KMB has granted to RoadShow Media a licence to solicit advertising business in respect of the interior panels of the bus body of the KMB Buses. KMB reserves the right to solicit such advertising business.

Condition

The Licence Agreement is conditional on the approval of the shareholders of the Company in a general meeting in accordance with the requirements of the Listing Rules.

If the above condition is not fulfilled within 3 months immediately after the date of the Licence Agreement (or such a later date as may be agreed by the parties in writing), the Licence Agreement shall lapse.

Term

Conditional on the approval of the shareholders of RoadShow referred to in the paragraph headed "Condition" above, the term of the Licence Agreement shall commence as effective on 1 February 2009 until 31 October 2009.

Consideration

The licence fee payable by RoadShow Media to KMB is equal to the stipulated percentage of the net advertising revenue, or a guaranteed minimum licence fee, whichever is the greater.

According to the Licence Agreement, the net advertising revenue means the amount of rental accrued or derived from the interior panels of the bus body of the Buses for advertising under the advertising contracts entered between RoadShow Media and the outside advertisers, less trade discounts and agency commission or rebates (if any) but without allowance for bad debts and any other expenses of whatever nature incurred by RoadShow Media.

The stipulated percentage is 60% of the net advertising revenue, which has been determined with reference to the relevant stipulated profit sharing percentages charged by KMB for licences in relation to the advertising business in respect of the exterior panels of the bus body of the KMB

Buses (being 68% of the net advertising rental, which was disclosed in the announcement of the Company dated 31 October 2007 and the circular of the Company dated 21 November 2007) and that in respect of the selected bus shelters owned by KMB (being 60% for net advertising rental of HK\$25 million or below, plus 50% for any excess of net advertising rental over HK\$25 million, which was disclosed in the announcement of the Company dated 13 November 2008 and the circular of the Company dated 28 November 2008). The directors of the Company (excluding its independent non-executive directors whose view will be given in the circular to be despatched to the shareholders of the Company after taking into account the advice of its independent financial adviser), consider that the stipulated percentage under the Licence Agreement is comparable to the above stipulated profit sharing percentages in respect of the advertising business for exterior panels of the bus body of the KMB Buses and the selected KMB bus shelters, and is on normal commercial terms.

The guaranteed minimum licence fees during the Term is HK\$1,199,986.80 per month, which has been determined based on the above stipulated percentage of the estimated net advertising revenue to be derived from the interior panels of the bus body of the KMB Buses. The estimated net advertising revenue has been determined with reference to the estimated advertising revenue to be generated from each KMB Bus (which has been determined with reference to the market rates of fees for advertising on exterior panels of bus body, at bus shelters and on trains in Hong Kong), the maximum number of KMB Buses which would be made available for such advertising business under the Licence Agreement and the estimated renting rate of such available KMB Buses by the outside advertisers during different phases of the Term. The total guaranteed minimum licence fees for the entire Term amount to HK\$10,799,881.20.

The monthly guaranteed minimum licence fee shall be paid by RoadShow Media to KMB in each month during the Term. The excess of the stipulated percentage of the net advertising revenue over the guaranteed minimum licence fee shall be calculated and payable by RoadShow Media to KMB every 3 months.

RoadShow Media shall, within 2 months after the expiry of the Term, submit to KMB an audited statement certified by the accountant jointly appointed by RoadShow Media and KMB, showing the amount of net advertising revenue to ascertain the actual licence fee payable for the Term. The difference between the amount of licence fee payable for the Term so ascertained and the total licence fee already paid in respect of the Term shall be paid or refunded by the relevant party to the other.

Proposed annual cap

The directors of the Company estimated that the total licence fee payable under the Licence Agreement for the financial year ending 31 December 2009 shall not exceed HK\$20,300,000, which has been determined by multiplying the above stipulated percentage by the estimated maximum net advertising revenue during the Term. The estimated maximum net advertising revenue has been determined with reference to the estimated advertising revenue to be generated from each KMB Bus (which has been determined with reference to the market rates of fees for advertising on exterior panels of bus body, at bus shelters and on trains in Hong Kong) and the maximum number of KMB Buses which would be made available for such advertising business under the

Licence Agreement and on the presumption that the renting rate of such available KMB Buses by the outside advertisers would be 100% during the entire Term. There is no historical figure for the licence fee as the Group has not been granted any licence for advertising business in respect of interior panels of bus body prior to the entering of the Licence Agreement.

The above annual cap is subject to the approval of the Independent Shareholders of the Company.

Other major terms

Upon signing of the Licence Agreement, RoadShow Media shall provide KMB with irrevocable bank guarantee(s) in favour of KMB as security for the due payment of the licence fee and all other sums payable by RoadShow Media to KMB under the Licence Agreement and the due performance and observance by RoadShow Media of all terms and conditions in the Licence Agreement.

The above bank guarantee(s) shall cover a period of not less than the Term plus 3 months immediately after the expiry of the Term. The guaranteed amount under the bank guarantee(s) shall be in the sum of HK\$10 million or an amount equal to 3 months of the guaranteed minimum licence fee, whichever is the higher. The directors of the Company (excluding its independent non-executive directors whose view will be given in the circular to be despatched to the shareholders of the Company after taking into account the advice of its independent financial adviser), having taken into account of the total amount of the guaranteed minimum licence fees during the Term at HK\$10,799,881.20, consider that the guaranteed amount under the bank guarantee(s) is on normal commercial term.

RoadShow Media shall be responsible for removing the advertisements from the KMB Buses and reinstating the interior panels of the bus body to its original condition at the expiry of the advertising contracts entered with the outside advertisers and/or the Licence Agreement. RoadShow Media shall pay to KMB a deposit in the amount of HK\$2,000 for each KMB Bus on which interior advertising is placed before the displaying of the advertisement. Such deposit shall be held by KMB throughout the Term whereby KMB shall have the right to forfeit such deposit in the event of any breach or non-observance or non-performance by RoadShow Media under the Licence Agreement. The directors of the Company (excluding its independent non-executive directors whose view will be given in the circular to be despatched to the shareholders of the Company after taking into account the advice of its independent financial adviser) consider that the provision of such deposit is on normal commercial term.

(2) DESCRIPTION OF THE CONNECTED RELATIONSHIP

As at the date of this announcement, Transport International is the ultimate controlling shareholder of the Company indirectly holding approximately 73.01% of the issued share capital of the Company. KMB, an indirect wholly owned subsidiary of Transport International, is an associate of Transport International and therefore a connected person of the Company within the meaning of the Listing Rules.

RoadShow Media is an indirect wholly owned subsidiary of the Company.

(3) LISTING RULES REQUIREMENTS

Due to the connected relationship mentioned above and based on the applicable percentage ratios, the transactions contemplated by the Licence Agreement constitute continuing connected transactions of the Company which are subject to the reporting, announcement and independent shareholders' approval requirements under Chapter 14A of the Listing Rules.

(4) SPECIAL GENERAL MEETING

The Special General Meeting will be convened at which resolution(s) will be proposed to seek the Independent Shareholders' approval of, among other things, the Licence Agreement and the transaction contemplated thereunder. KMB Resources Limited, a wholly owned subsidiary of Transport International and the intermediate controlling shareholder of the Company holding approximately 73.01% of the issued share capital of the Company, and its associates will be required to abstain from voting in relation to the resolution(s) to approve the Licence Agreement and the transactions contemplated thereunder at the Special General Meeting.

A circular of the Company containing, among other things, further details of the Licence Agreement, the recommendation from its independent non-executive directors and the letter of advice from its independent financial adviser to its independent non-executive directors and the Independent Shareholders, and a notice of the Special General Meeting to approve the transactions contemplated under the Licence Agreement, will be despatched to the shareholders of the Company as soon as practicable in accordance with the Listing Rules.

(5) REASONS FOR AND BENEFITS OF THE TRANSACTIONS UNDER THE LICENCE AGREEMENT

The interior bus body advertising is a new business of the Group. The transactions under the Licence Agreement pave the way to broaden the revenue source of the Group and are able to generate additional revenue for the Group.

The directors of the Company (excluding its independent non-executive directors whose view will be given in the circular to be despatched to the shareholders of the Company after taking into account the advice of its independent financial adviser) consider that the continuing connected transactions under the Licence Agreement are conducted in the ordinary and normal course of business of the Company and are at arm's length and on normal commercial terms. The directors of the Company (excluding its independent non-executive directors whose view will be given in the circular to be despatched to the shareholders of the Company after taking into account the advice of its independent financial adviser) consider the terms of the Licence Agreement are fair and reasonable and in the interest of the Company and its shareholders as a whole.

(6) GENERAL INFORMATION

Transport International and its subsidiaries are principally engaged in the operation of both franchised and non-franchised public transportation, property holdings and development and the provision of media sales services.

The Group is principally engaged in the provision of media sales and management services for the multi-media on-board business and the operation of media advertising management services through marketing advertising spaces on transit vehicles exteriors, shelters and outdoor signages.

DEFINITIONS

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

“Company”	RoadShow Holdings Limited, a company incorporated in Bermuda, whose shares are listed on the Main Board of the Stock Exchange
“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 People’s Republic of China
“Independent Shareholders”	the shareholders of the Company other than KMB Resources Limited and its associates
“KMB”	The Kowloon Motor Bus Company (1933) Limited, which is a company incorporated in Hong Kong and an indirect wholly owned subsidiary of Transport International
“KMB Bus(es)”	the franchised public bus(es) operated by KMB as is required under the franchise granted to KMB by the relevant government authority
“Licence Agreement”	the licence agreement dated 30 January 2009 entered into between KMB and RoadShow Media in relation to, among others, the grant by KMB to RoadShow Media of a licence to solicit advertising business in respect of the interior panels of the bus bodies of the KMB Buses for the Term
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“RoadShow Media”	RoadShow Media Limited, a company incorporated in Hong Kong and a wholly owned subsidiary of the Company
“Special General Meeting”	the special general meeting of the Company to be held to approve, among others, the continuing connected transactions contemplated by the Licence Agreement
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Term”	the term of the Licence Agreement commencing as effective on 1 February 2009 until 31 October 2009

“Transport International”

Transport International Holdings Limited, a company incorporated in Bermuda and whose shares are listed on the Main Board of the Stock Exchange, which is the ultimate holding company of the Company

By Order of the Board
RoadShow Holdings Limited
Man Miu Sheung
Company Secretary

Hong Kong, 4 February 2009

As at the date of this announcement, the directors of the Company are Mr. John CHAN Cho Chak, GBS, JP as Chairman and Non-executive Director; Mr. YUNG Wing Chung and Ms. Winnie NG as Deputy Chairmen and Non-executive Directors; Dr. Carlye Wai-Ling TSUI, BBS, MBE, JP, Mr. HUI Ki On, GBS, CBE, QPM, CPM, Dr. Eric LI Ka Cheung, GBS, OBE, JP and Professor Stephen Cheung Yan Leung, JP as Independent Non-executive Directors; Mr. MO Tik Sang as Managing Director; Mr. MAK Chun Keung, Mr. Anthony NG (with Ms. Winnie NG as alternate), Mr. John Anthony MILLER, SBS, OBE and Mr. Edmond HO Tat Man as Non-executive Directors.