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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 TRANSACTIONS
LEASING OF PREMISES**

Bus Power (an indirect wholly-owned subsidiary of the Company) as tenant and LCKRE (an indirect wholly-owned subsidiary of Transport International) as landlord have renewed and extended the existing lease of the 5/F Leased Property for a further term from 1 October 2012 to 30 September 2013 (both dates inclusive). Currently, the 5/F Leased Property is leased by LCKRE to Bus Power pursuant to the Existing 5/F Lease Agreement dated 21 October 2011 for a term of one year from 1 October 2011 to 30 September 2012 (both dates inclusive).

RoadShow Media (another indirect wholly-owned subsidiary of the Company) as tenant and LCKRE (an indirect wholly-owned subsidiary of Transport International) as landlord entered into the New 6/F Lease Agreement on 10 September 2012 in relation to the leasing of the 6/F Leased Property for a term of one year from 1 October 2012 to 30 September 2013 (both dates inclusive). Currently, the 6/F Leased Property is leased by LCKRE to RoadShow Media pursuant to the Existing 6/F Lease Agreement dated 21 October 2011 for a term of one year from 1 October 2011 to 30 September 2012 (both dates inclusive). Prior to that, the 6/F Leased Property was sub-leased by KMB (another indirect wholly-owned subsidiary of Transport International) to RoadShow Media pursuant to the Previous 6/F Sublease Agreement (as supplemented and amended) which expired on 30 September 2011.

As Transport International is the ultimate controlling shareholder of the Company, both LCKRE and KMB are connected persons of the Company within the meaning of the Listing Rules. Accordingly, the Continuing Connected Transactions constitute continuing connected transactions of the Company under Chapter 14A of the Listing Rules.

As the applicable percentage ratios in respect of the annual consideration for leasing of the 5/F Leased Property for the year ending 31 December 2012 exceed 0.1% but are less than 5%, transactions pursuant to the Existing 5/F Lease Agreement (as renewed and extended) for such year are subject to the reporting and announcement requirements, but are exempt from the independent shareholders' approval requirements, under Chapter 14A of the Listing Rules.

** For identification purposes only*

As the applicable percentage ratios in respect of the annual consideration or consideration for leasing of the 6/F Leased Property for the year ended 31 December 2011, the year ending 31 December 2012 and the nine months ended 30 September 2013 exceed 0.1% but are less than 5%, transactions pursuant to the New 6/F Lease Agreement, the Existing 6/F Lease Agreement and the Previous 6/F Sublease Agreement (as supplemented and amended) for the above periods are subject to the reporting and announcement requirements, but are exempt from the independent shareholders' approval requirements, under Chapter 14A of the Listing Rules.

LEASING OF 5/F LEASED PROPERTY

Bus Power (an indirect wholly-owned subsidiary of the Company) as tenant and LCKRE (an indirect wholly-owned subsidiary of Transport International) as landlord have renewed and extended the existing lease of the 5/F Leased Property for a further term from 1 October 2012 to 30 September 2013 (both dates inclusive). Currently, the 5/F Leased Property is leased by LCKRE to Bus Power pursuant to the Existing 5/F Lease Agreement dated 21 October 2011 for a term of one year from 1 October 2011 to 30 September 2012 (both dates inclusive).

Renewal and Extension of Leasing

Bus Power has exercised its option to renew pursuant to the Existing 5/F Lease Agreement and LCKRE has confirmed its acceptance to it. On 27 August 2012, Bus Power issued a confirmation letter to LCKRE confirming the renewal and extension of the leasing of the 5/F Leased Property on the principal terms as summarized below:

Parties	: LCKRE as landlord Bus Power as tenant
Leased Property	: Fifth Floor, 9 Po Lun Street, Lai Chi Kok, Kowloon, Hong Kong
Term	: One year from 1 October 2012 to 30 September 2013 (both dates inclusive)
Rental	: HK\$74,400 per month (exclusive of government rent, rates and other outgoings), which is payable in advance on the first day of each month
Charges for electricity, gas, management fees and other expenses	: HK\$25,200 per month, which is payable on a monthly basis and subject to review in accordance with the actual charges

The above amounts of rental and other charges and expenses were arrived at after arm's length negotiation between the parties with reference to the then prevailing market rates of rental and the estimated charges for the relevant utilities and management fees and other expenses.

Historical Figures

The aggregate amounts (including rentals, charges for electricity, gas, management fees and other expenses, but exclusive of government rent and rates) paid by Bus Power to LCKRE for the leasing

of the 5/F Leased Property pursuant to the Existing 5/F Lease Agreement and previous lease agreement for each of the three years ended 31 December 2011 are approximately HK\$174,000, HK\$924,000 and HK\$924,900 respectively. The aforesaid amount of HK\$924,900 paid in respect of the year ended 31 December 2011 was included in the rental expenses disclosed in note 31(v) of the notes to the financial statements on pages 137 to 138 of the Company's annual report for the year ended 31 December 2011.

Cap Amounts for the year ending 31 December 2012 and the nine months ending 30 September 2013

Based on the terms of the Existing 5/F Lease Agreement (as renewed and extended), it is expected that the aggregate amount (including rentals, charges for electricity, gas, management fees and other expenses, but exclusive of government rent and rates) payable by Bus Power to LCKRE for the leasing of the 5/F Leased Property for the year ending 31 December 2012 and the nine months ending 30 September 2013 will amount to HK\$1,165,500 and HK\$896,400 respectively, which are the cap amounts for such aggregate payment by Bus Power to LCKRE under the Existing 5/F Lease Agreement (as renewed and extended) for the corresponding periods.

LEASING OF 6/F LEASED PROPERTY

RoadShow Media (another indirect wholly-owned subsidiary of the Company) as tenant and LCKRE (an indirect wholly-owned subsidiary of Transport International) as landlord entered into the New 6/F Lease Agreement on 10 September 2012 in relation to the leasing of the 6/F Leased Property for a term of one year from 1 October 2012 to 30 September 2013 (both dates inclusive). Currently, the 6/F Leased Property is leased by LCKRE to RoadShow Media pursuant to the Existing 6/F Lease Agreement dated 21 October 2011 for a term of one year from 1 October 2011 to 30 September 2012 (both dates inclusive). Prior to that, the 6/F Leased Property was sub-leased by KMB (another indirect wholly-owned subsidiary of Transport International) to RoadShow Media pursuant to the Previous 6/F Sublease Agreement (as supplemented and amended) which expired on 30 September 2011.

The New 6/F Lease Agreement

The principal terms governing the leasing of the 6/F Leased Property pursuant to the New 6/F Lease Agreement dated 10 September 2012 are summarized as follows:

Parties	:	LCKRE as landlord RoadShow Media as tenant
Leased Property	:	Sixth Floor, 9 Po Lun Street, Lai Chi Kok, Kowloon, Hong Kong
Term	:	One year from 1 October 2012 to 30 September 2013 (both dates inclusive)
Rental	:	HK\$95,940 per month (exclusive of government rent, rates and other outgoings), which is payable in advance on the first day of each month

Charges for electricity, gas, : HK\$42,435 per month, which is payable on a monthly basis and
management fees and other subject to review in accordance with the actual charges
expenses

The above amounts of rental and other charges and expenses were arrived at after arm's length negotiation between the parties with reference to the prevailing market rates of rental and the estimated charges for the relevant utilities and management fees and other expenses.

The Existing 6/F Lease Agreement

The principal terms governing the leasing of the 6/F Leased Property pursuant to the Existing 6/F Lease Agreement dated 21 October 2011 are summarized as follows:

Parties	:	LCKRE as landlord RoadShow Media as tenant
Leased Property	:	Sixth Floor, 9 Po Lun Street, Lai Chi Kok, Kowloon, Hong Kong
Term	:	One year from 1 October 2011 to 30 September 2012 (both dates inclusive)
Rental	:	HK\$95,940 per month (exclusive of government rent, rates and other outgoings), which is payable in advance on the first day of each month
Charges for electricity, gas, management fees and other expenses	:	HK\$36,900 per month, which is payable on a monthly basis and subject to review in accordance with the actual charges

The above amounts of rental and other charges and expenses were arrived at after arm's length negotiation between the parties with reference to the prevailing market rates of rental and the estimated charges for the relevant utilities and management fees and other expenses at the time when the Existing 6/F Lease Agreement was entered into.

The Previous 6/F Sublease Agreement

The principal terms governing the sub-leasing of the 6/F Leased Property to RoadShow Media pursuant to the Previous 6/F Sublease Agreement in respect of the period from 1 January 2011 to 30 September 2011 are summarized as follows:

Parties	:	KMB as landlord RoadShow Media as tenant
Leased Property	:	Sixth Floor, 9 Po Lun Street, Lai Chi Kok, Kowloon, Hong Kong
Rental	:	HK\$72,450 per month (exclusive of government rent, rates and other outgoings), which was payable in advance on the first day of each month

Charges for electricity, gas, : HK\$12,500 per month
management fees and
services used in relation to
the 6/F Leased Property

Charges for use of computer : HK\$10,000 per month
equipment, furniture and
fixtures and other fixed
assets provided by KMB

The above amounts of rental and other charges and expenses were arrived at after arm's length negotiation between the parties with reference to the then prevailing market rates of rental and the then estimated charges for the relevant utilities and management fees and other expenses.

Historical Figures

The aggregate amounts (including rentals, charges for electricity, gas and use of facilities (if any), management fees and other expenses, but exclusive of government rent and rates) paid by RoadShow Media to LCKRE and KMB for the leasing or sub-leasing of the 6/F Leased Property pursuant to the Existing 6/F Lease Agreement and the Previous 6/F Sublease Agreement (as supplemented and amended) for each of the three years ended 31 December 2011 are approximately HK\$1,098,000, HK\$1,139,400 and HK\$1,253,070 respectively. The aforesaid amount of HK\$1,253,070 paid by RoadShow Media to LCKRE and KMB in respect of the year ended 31 December 2011 was included in the rental expenses disclosed in note 31(v) of the notes to the financial statements on pages 137 to 138 of the Company's annual report for the year ended 31 December 2011.

Cap Amounts for the year ending 31 December 2012 and the nine months ending 30 September 2013

Based on the terms of the Existing 6/F Lease Agreement and the New 6/F Lease Agreement, it is expected that the aggregate amount (including rentals, charges for electricity, gas, management fees and other expenses, but exclusive of government rent and rates) payable by RoadShow Media to LCKRE for the leasing of the 6/F Leased Property for the year ending 31 December 2012 and the nine months ending 30 September 2013 will amount to HK\$1,610,685 and HK\$1,245,375 respectively, which are the cap amounts for such aggregate payment by RoadShow Media to LCKRE under the Existing 6/F Lease Agreement and the New 6/F Lease Agreement for the corresponding periods.

DESCRIPTION OF THE CONNECTED RELATIONSHIP

RoadShow Media and Bus Power are indirect wholly-owned subsidiaries of the Company.

LCKRE and KMB are indirect wholly-owned subsidiaries of Transport International. As Transport International is the ultimate controlling shareholder of the Company, both LCKRE and KMB are connected persons of the Company within the meaning of the Listing Rules.

LISTING RULES IMPLICATIONS AND COMPLIANCE

Based on the connected relationship described above, the Continuing Connected Transactions constitute continuing connected transactions of the Company under Chapter 14A of the Listing Rules.

As the applicable percentage ratios in respect of the annual consideration for leasing of the 5/F Leased Property for the year ending 31 December 2012 exceed 0.1% but are less than 5%, transactions pursuant to the Existing 5/F Lease Agreement (as renewed and extended) for such year are subject to the reporting and announcement requirements, but are exempt from the independent shareholders' approval requirements, under Chapter 14A of the Listing Rules.

As the applicable percentage ratios in respect of the annual consideration or consideration for leasing of the 6/F Leased Property for the year ended 31 December 2011, the year ending 31 December 2012 and the nine months ended 30 September 2013 exceed 0.1% but are less than 5%, transactions pursuant to the New 6/F Lease Agreement, the Existing 6/F Lease Agreement and the Previous 6/F Sublease Agreement (as supplemented and amended) for the above periods are subject to the reporting and announcement requirements, but are exempt from the independent shareholders' approval requirements, under Chapter 14A of the Listing Rules.

As Ms. Winnie Ng (a Director) is regarded as having a material interest in the Continuing Connected Transactions by virtue of her interest in about 5.2% of the total issued share capital of Transport International, she abstained from voting on the relevant board resolutions of the Company for the approval of the Continuing Connected Transactions. None of the other Directors has any material interest in the Continuing Connected Transactions.

REASONS FOR AND BENEFITS OF THE CONTINUING CONNECTED TRANSACTIONS AND OPINION OF THE DIRECTORS

Owing to the continuous development of the Group, the 5/F Leased Property and the 6/F Leased Property are rented by the Group for its operation need.

The Directors, including the independent non-executive Directors, are of the view that the Continuing Connected Transactions are at arm's length and on normal commercial terms and that the Continuing Connected Transactions and the cap amount set out above are fair and reasonable and in the interests of the shareholders of the Company as a whole.

GENERAL INFORMATION

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

LCKRE is principally engaged in property investment holding.

KMB is principally engaged in the operation of franchised public bus services in Hong Kong.

DEFINITIONS

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

“5/F Leased Property”	Fifth Floor, 9 Po Lun Street, Lai Chi Kok, Kowloon, Hong Kong
“6/F Leased Property”	Sixth Floor, 9 Po Lun Street, Lai Chi Kok, Kowloon, Hong Kong
“Bus Power”	Bus Power Limited, a company incorporated in Hong Kong and an indirect wholly-owned subsidiary of the Company
“Company”	RoadShow Holdings Limited, a company incorporated in Bermuda, whose shares are listed on the Main Board of the Stock Exchange (Stock Code: 888)
“Continuing Connected Transactions”	the continuing connected transactions (i) for the leasing of the 5/F Leased Property under the Existing 5/F Lease Agreement (as renewed and extended) for the year ending 31 December 2012 and the nine months ending 30 September 2013; and (ii) for the leasing of the 6/F Leased Property under the Previous 6/F Sublease Agreement (as supplemented and amended), the Existing 6/F Lease Agreement and the New 6/F Lease Agreement for the year ended 31 December 2011, the year ending 31 December 2012 and the nine months ending 30 September 2013
“Director(s)”	the director(s) of the Company
“Existing 5/F Lease Agreement”	the lease agreement dated 21 October 2011 entered into between LCKRE as landlord and Bus Power as tenant in relation to the leasing of the 5/F Leased Property for a term of one year from 1 October 2011 to 30 September 2012 (both dates inclusive), which has been renewed and extended for a term of one year from 1 October 2012 to 30 September 2013 (both dates inclusive), details of which are more particularly described in this announcement above
“Existing 6/F Lease Agreement”	the lease agreement dated 21 October 2011 entered into between LCKRE as landlord and RoadShow Media as tenant in relation to the leasing of the 6/F Leased Property for a term of one year from 1 October 2011 to 30 September 2012 (both dates inclusive), details of which are more particularly described in this announcement above
“Group”	the Company and its subsidiaries
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“KMB”	The Kowloon Motor Bus Company (1933) Limited, a company incorporated in Hong Kong and an indirect wholly-owned subsidiary of

Transport International

“LCKRE”	LCK Real Estate Limited, a company incorporated in the British Virgin Islands and an indirect wholly-owned subsidiary of Transport International
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“New 6/F Lease Agreement”	the lease agreement dated 10 September 2012 entered into between LCKRE as landlord and RoadShow Media as tenant in relation to the leasing of the 6/F Leased Property for a term of one year from 1 October 2012 to 30 September 2013 (both dates inclusive), details of which are more particularly described in this announcement above
“Previous 6/F Sublease Agreement”	the sublease agreement dated 6 June 2002 entered into between KMB as landlord and RoadShow Media as tenant, as supplemented and amended by subsequent supplemental agreements, in relation to the sub-leasing of the 6/F Leased Property commencing on 1 January 2002 and expiring on 30 September 2011
“RoadShow Media”	RoadShow Media Limited, a company incorporated in Hong Kong and an indirect wholly-owned subsidiary of the Company
“Transport International”	Transport International Holdings Limited, a company incorporated in Bermuda and whose shares are listed on the Main Board of the Stock Exchange (Stock Code: 62), which is the ultimate holding company of the Company
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“%”	per cent

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

Hong Kong, 11 September 2012

As at the date of this announcement, the Directors of the Company are Dr. 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, Dr. Eric LI Ka Cheung, GBS, OBE, JP and Professor Stephen CHEUNG Yan Leung, BBS, JP as Independent Non-executive Directors; Mr. MO Tik Sang as Managing Director; Mr. MAK Chun Keung, Mr. John Anthony MILLER, SBS, OBE and Mr. Edmond HO Tat Man as Non-executive Directors.