

*The Stock Exchange of Hong Kong Limited takes no responsibility for the contents of this announcement, makes no representation as to its accuracy or completeness and expressly disclaims any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this announcement.*



## **ROADSHOW HOLDINGS LIMITED**

**路訊通控股有限公司\***

*(incorporated in Bermuda with limited liability)*

**(Stock Code: 888)**

### **DISCLOSEABLE TRANSACTION**

On 19 June 2006, Key Media, a non-wholly owned subsidiary of the Company, and Hainan White Horse entered into the Advertising Right Transfer Contract pursuant to which Key Media has conditionally agreed to dispose of the Beijing Advertising Right to Hainan White Horse for a consideration of RMB80.0 million (equivalent to approximately HK\$76.9 million).

To the best knowledge of the Company, Hainan White Horse is an Independent Third Party of the Company. The entering into of the Advertising Right Transfer Contract by Key Media constitutes a discloseable transaction for the Company under the Listing Rules.

A circular of the Company containing, among others, further details of the Advertising Right Transfer Contract will be despatched to the shareholders of the Company for information as soon as practicable.

### **ADVERTISING RIGHT TRANSFER CONTRACT**

**Date:** 19 June 2006

**Parties:**

Transferor: Key Media, a non-wholly owned subsidiary of the Company

Transferee: Hainan White Horse

To the best knowledge, information and belief of the Company having made all reasonable enquiries, Hainan White Horse and its ultimate beneficial owners are Independent Third Parties of the Company.

As far as the Company is aware, Hainan White Horse's principal business includes obtaining advertising right, constructing and installing bus shelters and marketing advertising space on such bus shelters in the PRC.

**Subject matter:**

Beijing Advertising Right, which is the contractual right obtained by Key Media from Beijing Public Transport under the Undertaking Contracts to carry on advertising business in relation to the 634 advertising lamp-boxes of certain bus shelters in Beijing, the PRC.

The net book value of the Beijing Advertising Right included in the audited consolidated financial statements of the Group is approximately RMB29.4 million (equivalent to approximately HK\$28.3 million) as at 31 December 2005. The media sales revenue and net profit (calculated as sales revenue less direct costs but before allocation of corporate overhead and tax) attributable to the Beijing Advertising Right as included in the audited consolidated financial statements of the Group amounted to approximately RMB4.1 million (equivalent to approximately HK\$3.9 million) and RMB0.71 million (equivalent to approximately HK\$0.67 million) respectively for the year ended 31 December 2004. The media sales revenue and net loss (calculated as sales revenue less direct costs but before allocation of corporate overhead and tax) attributable to the Beijing Advertising Right as included in the audited consolidated financial statements of the Group amounted to approximately RMB12.6 million (equivalent to approximately HK\$12.1 million) and RMB3.2 million (equivalent to approximately HK\$3.1 million) respectively for the year ended 31 December 2005.

### **Consideration:**

The consideration for transfer of the Beijing Advertising Right is RMB80.0 million (equivalent to approximately HK\$76.9 million) payable in cash to Key Media by Hainan White Horse in one single lump sum within 10 working days commencing on the date of the Advertising Right Transfer Contract.

The consideration was determined after arm's length negotiations between Key Media and Hainan White Horse after considering the cost and net book value of the Beijing Advertising Right as disclosed above, and the potential of the Beijing Advertising Right in generating future media sales revenue during the average unexpired period of approximately 9 years of the Beijing Advertising Right under the Undertaking Contracts.

### **Condition to the Advertising Right Transfer Contract**

The Advertising Right Transfer Contract is conditional on Beijing Public Transport having given written approval of the transaction contemplated by the Advertising Right Transfer Contract.

Either party is entitled to terminate the Advertising Right Transfer Contract by notice in writing if the condition above is not satisfied by the 30th working day immediately after the date of the Advertising Right Transfer Contract. In that event, Key Media shall refund to Hainan White Horse the consideration paid, together with interest accrued in bank saving account, within 3 working days commencing on the date of termination of the Advertising Right Transfer Contract.

### **Completion and other major terms of the Advertising Right Transfer Contract**

1. Subject to the obtaining of the approvals mentioned in the condition above, Key Media and Hainan White Horse will complete the transaction by arranging for handover of the advertising lamp-boxes on the Handover Day in accordance with the provisions of the Advertising Right Transfer Contract.
2. If any of the relevant bus shelters is found damaged on handover, Key Media shall repair it up to the standard required for handover purpose within 10 working days commencing on the Handover Day. If the advertising lamp-boxes to be handed over on the Handover Day are less than 634 advertising lamp-boxes, Key Media shall rebuild the relevant advertising lamp-box(es) within 30 working days, failing which Hainan White Horse shall have the right to demand Key Media to refund to it the amount for the omitted advertising lamp-

box(es) on the basis of the average price of the 634 advertising lamp-boxes (i.e. the consideration for transfer of the Beijing Advertising Right divided by 634).

3. Key Media shall be responsible for obtaining from Beijing Public Transport the written approval of the transaction contemplated by the Advertising Right Transfer Contract within 30 working days after the date of the Advertising Right Transfer Contract.
4. Hainan White Horse shall take up and bear all liabilities of Key Media under the Undertaking Contracts commencing on the Handover Day.

## **REASONS FOR AND BENEFITS OF ENTERING INTO THE ADVERTISING RIGHT TRANSFER CONTRACT**

Key Media was established as a Sino-foreign co-operative joint venture in Guangzhou, the PRC in 2003 to carry on the business of provision of media advertising agency service and design and production of advertisements. It has the contractual rights to carry on advertising business in relation to advertising lamp-boxes of bus shelters in Beijing (under the Undertaking Contracts) and Guangzhou.

Due to increase in cost of sales and keen competition in the PRC market, the Beijing Advertising Right has not generated satisfactory return for the Group. As disclosed above, the Beijing Advertising Right generated net loss (calculated as sales revenue less direct costs but before allocation of corporate overhead and tax) of approximately RMB3.2 million (equivalent to approximately HK\$3.1 million) for the year ended 31 December 2005. Based on the net book value of the Beijing Advertising Right of approximately RMB29.4 million (equivalent to approximately HK\$28.3 million) as at 31 December 2005 and the consideration of RMB80.0 million (equivalent to approximately HK\$76.9 million) under the Advertising Right Transfer Contract, the disposal of the Beijing Advertising Right is expected to generate a gain (net of PRC business tax and PRC city construction tax but before PRC income tax) of approximately RMB44.1 million (equivalent to approximately HK\$42.4 million), of which approximately RMB22.5 million (equivalent to approximately HK\$21.6 million) is attributable to the equity shareholders of the Company. In light of these, the directors of the Company consider the Advertising Right Transfer Contract represents a good opportunity for Key Media to realize its investment in the Beijing Advertising Right on favourable terms to generate cash inflow.

The directors of the Company are of the view that the terms of the Advertising Right Transfer Contract are fair and reasonable and are in the interests of the Company and its shareholders as a whole.

It is expected that a gross proceed of RMB80.0 million will be received by the Group from the transfer of the Beijing Advertising Right as contemplated by the Advertising Right Transfer Contract. The Company intends that the aforesaid proceed will be retained for future investments in the PRC media sales business and enhancement of media assets in the PRC. However, the Group is not in negotiations for investments in any specific targets at present.

The transfer of the Beijing Advertising Right does not require regulatory approval from the PRC authorities.

## 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 and the operation of media advertising management services through marketing advertising spaces on transit vehicle exteriors, shelters and outdoor signages.

To the best knowledge of the Company, Hainan White Horse is an Independent Third Party of the Company. The entering into of the Advertising Right Transfer Contract by Key Media constitutes a discloseable transaction for the Company under the Listing Rules.

A circular of the Company containing, among others, further details of the Advertising Right Transfer Contract will be despatched to the shareholders of the Company for information as soon as practicable.

## DEFINITIONS

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

“Advertising Right Transfer Contract”	權益轉讓合同書(advertising right transfer contract) entered into between Key Media as transferor and Hainan White Horse as transferee on 19 June 2006 in respect of the transfer of the Beijing Advertising Right and related liabilities to Hainan White Horse
“Beijing Advertising Right”	the right to carry on advertising business in relation to the 634 advertising lamp-boxes of certain bus shelters in Beijing, the PRC as particularised in and under the Undertaking Contracts
“Beijing Public Transport”	北京公交廣告有限責任公司(Beijing Public Transport Advertising Company Limited), a limited liability company in Beijing, the PRC
“Caizhu”	廣東采珠廣告有限公司(Guangdong Caizhu Advertising Company Limited), a PRC limited liability company, which is an Independent Third Party of the Company but is contractually bound to act in line with the Group with regard to Key Media
“Clear Media”	Clear Media Limited, a company incorporated in Bermuda and an Independent Third Party of the Company, whose shares are listed on the Main Board of the Stock Exchange
“Company”	RoadShow Holdings Limited, a company incorporated in Bermuda and whose shares are listed on the Main Board of the Stock Exchange
“Dalian”	RoadVision (Dalian) Limited, a company incorporated in the British Virgin Islands, which is an indirect wholly owned subsidiary of the Company
“Group”	the Company and its subsidiaries

“Hainan White Horse”	海南白馬廣告媒體投資有限公司(Hainan White Horse Advertising Media Investment Company Limited), an indirect non-wholly owned subsidiary of Clear Media and a Sino-foreign co-operative joint venture established in PRC and an Independent Third Party of the Company
“Handover Day”	the 1st working day on which Hainan White Horse carries out the handover procedures for the advertising lamp-boxes of the bus shelters as particularised in and pursuant to clauses 1 and 3 of the Advertising Right Transfer Contract
“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 Third Party”	independent third party independent of the Company and connected persons (as defined in the Listing Rules) of the Company
“Key Advertising”	廣州市關鍵廣告有限公司(Guangzhou Key Advertising Company Limited), a limited liability company established in Guangzhou, the PRC, which is a connected person of the Company by virtue of being a substantial shareholder (as defined in the Listing Rules) of Key Media
“Key Media”	廣州市關鍵媒體廣告有限公司(Guangzhou Key Media Advertising Company Limited), a Sino-foreign co-operative joint venture established and owned by Dalian (48.5%), Caizhu (2.5%) and Key Advertising (49%). Since Caizhu has been contractually bound to act in line with the Group with regard to Key Media, Key Media has been considered and accounted for a 51% owned subsidiary of the Company
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“PRC”	the People’s Republic of China which, for the purpose of this announcement, excludes Hong Kong, Taiwan and the Macau Special Administrative Region of the People’s Republic of China
“RMB”	Renminbi, the lawful currency of the PRC
“Stock Exchange”	The Stock Exchange of Hong Kong Limited

“Undertaking Contracts” the agreement dated 16 July 2002 as supplemented by a supplemental agreement dated 23 September 2003, the agreement dated 23 September 2003 as supplemented by a supplemental agreement dated 8 June 2004, and the confirmation of the number of advertising lamp-boxes of bus shelters dated 23 August 2004, all entered into between Key Media and Beijing Public Transport in relation to the Beijing Advertising Right

By Order of the Board  
**RoadShow Holdings Limited**  
**Chan Siu Yin, Bomie**  
Company Secretary

Hong Kong, 20 June 2006

*For illustration purpose, in this announcement, amounts in RMB have been translated into HK\$ at the exchange rate of HK\$1.00 to RMB 1.06 for all items for the year ended 31 December 2004, at the exchange rate of HK\$1.00 to RMB 1.04 for balance sheet items and at the exchange rate of HK\$1.00 to RMB 1.05 for profit and loss items for the year ended 31 December 2005, and at the exchange rate of HK\$1.00 to RMB 1.04 for all items for the year ending 31 December 2006 respectively. Such translation does not constitute a representation that any amount has been, could have been or may be exchanged at such rates.*

*As at the date of this announcement, the Board of Directors of the Company is comprised of Mr. John CHAN Cho Chak, GBS, JP as Chairman; Mr. Michael WONG Yick-kam as Deputy Chairman; Ms. Winnie J. NG as Group Managing Director; Mr. MAK Chun Keung, Mr. Anthony NG, Mr. James Conrad LOUEY, Ms. LAU Mei Mui, May and Mr. Andrew SO Sing Tak as Non-Executive Directors; Ms. Carlye Wai-Ling TSUI, BBS, MBE, JP, Mr. HUI Ki On, GBS, CBE, QPM, CPM and Dr. Eric LI Ka Cheung, GBS, OBE, JP as Independent Non-Executive Directors.*

*\* For identification purpose only*

Please also refer to the published version of this announcement in The Standard.