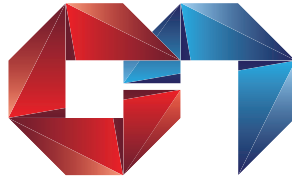


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GLOBAL MASTERMIND  
環球大通

## **Global Mastermind Holdings Limited**

**環球大通集團有限公司\***

*(Incorporated in the Cayman Islands with limited liability)*

**(Stock Code: 8063)**

### **LETTERS OF INTENT IN RELATION TO THE POSSIBLE ACQUISITIONS**

#### **LETTERS OF INTENT IN RELATION TO THE POSSIBLE ACQUISITIONS**

The Board is pleased to announce that on 29 January 2016 (after trading hours), the Purchaser (a wholly-owned subsidiary of the Company) entered into the non-legally binding LOI A with Vendor A in relation to the acquisition of 100% shareholding and shareholder's loan in Hope Master which holds Property A and the non-legally binding LOI B with Vendor B in relation to the acquisition of 100% shareholding and shareholder's loan in Famous Flamingo which holds Property B. Pursuant to the terms of LOI A, HK\$10,000,000 has been paid by the Purchaser to Vendor A in cash as refundable earnest money. Pursuant to the terms of LOI B, HK\$10,000,000 has been paid by the Purchaser to Vendor B in cash as refundable earnest money.

#### **GENERAL**

The Possible Acquisitions, if materialise, may constitute notifiable transactions for the Company under the GEM Listing Rules. Should the Company enter into any formal agreement or decide to terminate the LOI A and/or LOI B or if there are any material developments with respect to the Possible Acquisitions, the Company will make further announcement(s) in accordance with the GEM Listing Rules as and when appropriate.

\* For identification purposes only

**The Company wishes to emphasise that the Possible Acquisitions are subject to, among other things, the execution of formal agreement(s), the terms and conditions of which are yet to be definitively agreed. Shareholders and potential investors of the Company should note that the Possible Acquisitions may or may not materialise and the final terms of the Possible Acquisitions, which are still subject to further negotiations between the parties, have yet to be finalised. Shareholders and potential investors of the Company should exercise caution when dealing in the Shares and other securities of the Company.**

This announcement is made by the Company pursuant to Rule 17.10(2) of the GEM Listing Rules and the inside information provisions under Part XIVA of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong).

## **LETTERS OF INTENT IN RELATION TO THE POSSIBLE ACQUISITIONS**

The Board is pleased to announce that on 29 January 2016 (after trading hours), the Purchaser (a wholly-owned subsidiary of the Company) entered into the non-legally binding LOI A with Vendor A in relation to the acquisition of Hope Master which holds Property A and the non-legally binding LOI B with Vendor B in relation to the acquisition of Famous Flamingo which holds Property B. Pursuant to the terms of LOI A, HK\$10,000,000 has been paid by the Purchaser to Vendor A in cash as refundable earnest money. Pursuant to the terms of LOI B, HK\$10,000,000 has been paid by the Purchaser to Vendor B in cash as refundable earnest money.

### **LOI A**

The major terms of the LOI A are as follows:

Date: 29 January 2016 (after trading hours)

Parties: (i) Vendor A as vendor  
(ii) the Purchaser as purchaser

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, Vendor A is a third party independent of and not connected with the Company and its connected persons.

### **Assets to be acquired**

100% shareholding and shareholder's loan in Hope Master which holds Property A located at Unit 3107, 31st Floor, West Tower, Shun Tak Centre, 168-200 Connaught Road Central, Hong Kong. Hope Master is engaged in holding of Property A.

## **Consideration**

The consideration for the possible acquisition of 100% shareholding and shareholder's loan in Hope Master shall be further agreed between Vendor A and the Purchaser.

## **Earnest money**

The earnest money in the sum of HK\$10,000,000 has been paid by the Purchaser to Vendor A in cash and the same shall be applied as deposit on signing of the formal agreement which is scheduled to be signed on or before 31 March 2016 (or such later date as agreed by Vendor A and the Purchaser) ("**Long Stop Date A**"). The balance of the consideration shall be paid on completion.

The earnest money shall be forthwith refunded by Vendor A to the Purchaser in full if the formal agreement is not entered into between Vendor A and the Purchaser on or before the Long Stop Date A for any reason.

## **Conditions**

The formal agreement shall include the terms, conditions and warranty, inter alias, as follows:

- (i) The transactions contemplated under the formal agreement will proceed only after certain conditions precedents are satisfied, including among others:
  - (a) the Purchaser is reasonably satisfied with the result of its financial, legal and operational due diligence on Property A and Hope Master;
  - (b) Vendor A has shown and gives good title of Hope Master to Property A in accordance with Section 13 and Section 13A of the Conveyancing and Property Ordinance;
  - (c) release of any charge or mortgage, if any, of Property A; and
  - (d) if necessary, the Company has obtained the necessary approval by its shareholders of the formal agreement and the transactions contemplated thereunder;
- (ii) assignment of shareholders' loan;

- (iii) tax indemnity by Vendor A in favour of the Purchaser; and
- (iv) customary warranties, indemnities, covenants and undertakings in relation to the share capital of Hope Master, its business, operation, assets and liabilities, financial creditors and legal, tax and regulatory compliance.

### **Term**

LOI A shall expire upon expiry of the Long Stop Date A or upon execution of the formal agreement, whichever is earlier.

### **Exclusivity Period**

Vendor A agrees that he will not negotiate with or solicit offers from any other parties in relation to the disposal of its shareholding and shareholder's loan, if any of and in Hope Master on or before the Long Stop Date A.

### **LOI B**

The major terms of the LOI B are as follows:

Date: 29 January 2016 (after trading hours)

Parties: (i) Vendor B as vendor  
(ii) the Purchaser as purchaser

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, Vendor B is a third party independent of and not connected with the Company and its connected persons.

### **Assets to be acquired**

100% shareholding and shareholder's loan in Famous Flamingo which holds Property B located at Units 3108 and 3109, 31st Floor, West Tower, Shun Tak Centre, 168-200 Connaught Road Central, Hong Kong. Famous Flamingo is engaged in holding of Property B.

### **Consideration**

The consideration for the possible acquisition of 100% shareholding and shareholder's loan in Famous Flamingo shall be further agreed between Vendor B and the Purchaser.

## **Earnest money**

The earnest money in the sum of HK\$10,000,000 has been paid by the Purchaser to Vendor B in cash and the same shall be applied as deposit on signing of the formal agreement which is scheduled to be signed on or before 31 March 2016 (or such later date as agreed by Vendor B and the Purchaser) (“**Long Stop Date B**”). The balance of the consideration shall be paid on completion.

The earnest money shall be forthwith refunded by Vendor B to the Purchaser in full if the formal agreement is not entered into between Vendor B and the Purchaser on or before the Long Stop Date B for any reason.

## **Conditions**

The formal agreement shall include the terms, conditions and warranty, inter alias, as follows:

- (i) The transactions contemplated under the formal agreement will proceed only after certain conditions precedents are satisfied, including among others:
  - (a) the Purchaser is reasonably satisfied with the result of its financial, legal and operational due diligence on Property B and Famous Flamingo;
  - (b) Vendor B has shown and gives good title of Famous Flamingo to Property B in accordance with Section 13 and Section 13A of the Conveyancing and Property Ordinance;
  - (c) release of any charge or mortgage, if any, of Property B; and
  - (d) if necessary, the Company has obtained the necessary approval by its shareholders of the formal agreement and the transactions contemplated thereunder;
- (ii) assignment of shareholders’ loan;
- (iii) tax indemnity by Vendor B in favour of the Purchaser; and
- (iv) customary warranties, indemnities, covenants and undertakings in relation to the share capital of Famous Flamingo, its business, operation, assets and liabilities, financial creditors and legal, tax and regulatory compliance.

## **Term**

LOI B shall expire upon expiry of the Long Stop Date B or upon execution of the formal agreement, whichever is earlier.

## **Exclusivity Period**

Vendor B agrees that he will not negotiate with or solicit offers from any other parties in relation to the disposal of its shareholding and shareholder's loan, if any of and in Famous Flamingo on or before the Long Stop Date B.

## **INFORMATION OF THE GROUP AND THE PURCHASER**

The Company is an investment holding company and its subsidiaries are principally engaged in provision and operation of travel business and treasury management. The Purchaser is a wholly-owned subsidiary of the Company and is principally engaged in investment holdings.

The Company intends to acquire Property A and Property B as the head office and principal place of business of the Group to cope with the expansion of the Group.

## **GENERAL**

The Possible Acquisitions, if materialise, may constitute notifiable transactions for the Company under the GEM Listing Rules. Should the Company enter into any formal agreement or decide to terminate the LOI A and/or LOI B or if there are any material developments with respect to the Possible Acquisitions, the Company will make further announcement(s) in accordance with the GEM Listing Rules as and when appropriate.

**The Company wishes to emphasise that the Possible Acquisitions are subject to, among other things, the execution of formal agreement(s), the terms and conditions of which are yet to be definitively agreed. Shareholders and potential investors of the Company should note that the Possible Acquisitions may or may not materialise and the final terms of the Possible Acquisitions, which are still subject to further negotiations between the parties, have yet to be finalised. Shareholders and potential investors of the Company should exercise caution when dealing in the Shares and other securities of the Company.**

## TERMS USED IN THIS ANNOUNCEMENT

In this announcement, unless the context otherwise required, the following terms and expressions shall have the following meanings when used herein.

“Board”	the board of Directors
“Company”	Global Mastermind Holdings Limited, a company incorporated in the Cayman Islands with limited liability whose issued Shares are listed on GEM (stock code: 8063)
“Director(s)”	the directors of the Company for the time being
“Famous Flamingo”	Famous Flamingo Limited, a company incorporated in the British Virgin Islands with limited liability
“GEM”	the Growth Enterprise Market of The Stock Exchange of Hong Kong Limited
“GEM Listing Rules”	the Rules Governing the Listing of Securities on GEM
“Group”	the Company and its subsidiaries
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Hope Master”	Hope Master Investments Limited, a company incorporated in the British Virgin Islands with limited liability
“LOI A”	the non-legally binding letter of intent dated 29 January 2016 and entered into between Vendor A and the Purchaser in relation to the possible acquisition of 100% shareholding and shareholder’s loan in Hope Master
“LOI B”	the non-legally binding letter of intent dated 29 January 2016 and entered into between Vendor B and the Purchaser in relation to the possible acquisition of 100% shareholding and shareholder’s loan in Famous Flamingo

“Possible Acquisitions”	the possible acquisitions of 100% shareholding and shareholder’s loan in Hope Master and Famous Flamingo under LOI A and LOI B
“Property A”	Unit 3107, 31st Floor, West Tower, Shun Tak Centre, 168-200 Connaught Road Central, Hong Kong
“Property B”	Units 3108 and 3109, 31st Floor, West Tower, Shun Tak Centre, 168-200 Connaught Road Central, Hong Kong
“Purchaser”	Giant Code Limited, a company incorporated in the British Virgin Islands with limited liability and a wholly-owned subsidiary of the Company
“Vendor A”	Mr. Tse Joseph
“Vendor B”	Mr. Man Kong Yui

By Order of the Board  
**Global Mastermind Holdings Limited**  
**Mung Bun Man, Alan**  
*Executive Director*

Hong Kong, 29 January 2016

*As at the date of this announcement, Board comprises Mr. Mung Kin Keung, Mr. Mung Bun Man, Alan, Mr. Leung Wai Man and Mr. Tse Ke Li as executive Directors; and Mr. Law Kwok Ho, Kenward, Mr. Tsai Yung Chieh, David and Mr. Fung Wai Ching as independent non-executive Directors.*

*This announcement, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the GEM Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquiries, confirm that to the best of their knowledge and belief the information contained in this announcement is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this announcement misleading.*

*This announcement will remain on the GEM website at [www.hkgem.com](http://www.hkgem.com) on the “Latest Company Announcements” page for at least seven days from the date of its posting and on the Company’s website at [www.wellwaygp.com](http://www.wellwaygp.com).*