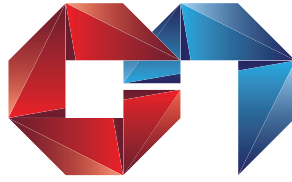


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GLOBAL MASTERMIND  
環球大通

## **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)**

### **DISCLOSEABLE TRANSACTION PROVISION OF FINANCIAL ASSISTANCE**

#### **PROVISION OF FINANCIAL ASSISTANCE**

The Board announces that, on 7 March 2016 (after trading hours of the Stock Exchange), the Loan Agreement was entered into between Global Mastermind Financial Services as lender and Customer A as borrower. Pursuant to the Loan Agreement, Global Mastermind Financial Services has conditionally agreed to grant the Loan in the principal amount of HK\$60.0 million to Customer A for a term of two years from the date of drawdown.

The principal terms and conditions of the Loan Agreement are set out in the paragraph headed “The Loan Agreement” in this announcement.

#### **LISTING RULES IMPLICATIONS**

As all of the relevant applicable percentage ratios (as defined under the GEM Listing Rules) in respect of the grant of the Loan under the Loan Agreement is more than 5% but less than 25%, the grant of the Loan under the Loan Agreement constitutes a discloseable transaction on the part of the Company and is only subject to the announcement requirement under Chapter 19 of the GEM Listing Rules.

\* *For identification purposes only*

## **PROVISION OF FINANCIAL ASSISTANCE**

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### **The Loan Agreement**

The principal terms and conditions of the Loan Agreement are summarised as follows:

Date	:	7 March 2016
Lender	:	Global Mastermind Financial Services, a licensed money lender in Hong Kong
Borrower	:	Customer A
Principal amount of the Loan	:	HK\$60.0 million
Interest rate	:	8.0% per annum, payable semi-annually
Default interest rate	:	10.0% per annum on overdue sums, including outstanding principal amount of the Loan, interest and other amounts payable under the Loan Agreement, from the due date until payment in full.
Security	:	No security will be provided by Customer A.
Available period	:	The period of 30 days (or such other number of days as Global Mastermind Financial Services and Customer A may agree in writing) commencing from the date on which the Loan Agreement becoming unconditional.
Repayment date	:	The date immediately after the expiry of a period of two years as from the date of drawdown.

- Repayment : Customer A shall repay the principal amount of the Loan in full together with any accrued and unpaid interest in one lump sum on the repayment date.
- Prepayment : Customer A may at any time during the term of the Loan prepay the Loan in full together with the accrued and unpaid interest by giving not less than ten business days' prior written notice to Global Mastermind Financial Services before the repayment date.
- Conditions precedent : The Loan Agreement is conditional upon the fulfilment of the following conditions:
- (a) the publication of an announcement of the Company in relation to the Loan Agreement and the transactions contemplated thereunder in compliance with Chapter 19 of the GEM Listing Rules;
  - (b) all representations and warranties made by Customer A in the Loan Agreement or in connection therewith being true and correct with the same effect as though made on and as of the date of drawdown with reference to the facts and circumstances then subsisting;
  - (c) no event of default having occurred and no potential event of default having occurred (or being likely to occur as a result of the Loan being made); and
  - (d) Global Mastermind Financial Services having received and found satisfactory such additional information and documents relating to Customer A as Global Mastermind Financial Services may reasonably require.
- Long stop date : 21 March 2016 (or such later date as Global Mastermind Financial Services and Customer A may agree in writing).

### **Funding of the Loan**

The Loan will be financed by (i) part of the net proceeds from the issue of 1,529,144,700 rights shares under the rights issue as completed on 29 February 2016; (ii) part of the unutilised net proceeds from the issue of 509,714,900 offer shares under the open offer as completed on 12 November 2014; and (iii) internal resources of the Company.

## **Information on Customer A**

Customer A is an individual who is a merchant. To the best of the knowledge, information and belief of the Directors having made all reasonable enquires, Customer A is a third party independent of the Company and its connected persons (as defined under the GEM Listing Rules).

## **Information on the Group and Global Mastermind Financial Services**

The Company is an investment holding company and its subsidiaries are principally engaged in the provision and operation of travel business, treasury business and money lending.

Global Mastermind Financial Services is a money lender licensed in Hong Kong under the provisions of the Money Lenders Ordinance. Global Mastermind Financial Services conducts money lending business in Hong Kong through the provision of secured and unsecured loans to customers.

## **Reasons for and benefits of the grant of the Loan**

As money lending is one of the principal activities of the Group, the grant of the Loan under the Loan Agreement to Customer A is in the ordinary and usual course of business of the Group.

The terms of the Loan Agreement are negotiated on an arm's length basis between Global Mastermind Financial Services and Customer A. The Directors are of the view that the terms of the Loan Agreement are on normal commercial terms. Given that a stable interest income is generated from the Loan during the term of the Loan Agreement, the Directors consider that the grant of Loan under the Loan Agreement are fair and reasonable and in the interests of the Company and its shareholders as a whole.

## **LISTING RULES IMPLICATIONS**

As all of the relevant applicable percentage ratios (as defined under the GEM Listing Rules) in respect of the grant of the Loan under the Loan Agreement is more than 5% but less than 25%, the grant of the Loan under the Loan Agreement constitutes a discloseable transaction on the part of the Company under Chapter 19 of the GEM Listing Rules and is only subject to the announcement requirement of the Listing Rules.

## DEFINITIONS

In this announcement, the following words and expressions shall, unless the context otherwise requires, have the same meanings when used herein:

“Board”	the board of Directors
“Company”	Global Mastermind Holdings Limited, a company incorporated in the Cayman Islands with limited liability and the issued shares of which are listed on GEM (stock code: 8063)
“Customer A”	an individual
“Director(s)”	the director(s) of the Company for the time being
“GEM”	the Growth Enterprise Market of the Stock Exchange
“GEM Listing Rules”	the Rules Governing the Listing of Securities on GEM
“Global Mastermind Financial Services”	Global Mastermind Financial Services Limited, a company incorporated in Hong Kong with limited liability and an indirect wholly owned subsidiary of the Company
“Group”	the Company and its subsidiaries
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Loan”	the unsecured loan in the principal amount of HK\$60.0 million
“Loan Agreement”	the conditional loan agreement dated 7 March 2016 and entered into between Global Mastermind Financial Services as lender and Customer A as borrower relating to the grant of the Loan
“Money Lenders Ordinance”	the Money Lenders Ordinance (Chapter 163 of the laws of Hong Kong) as amended, supplemented or otherwise modified from time to time
“Stock Exchange”	The Stock Exchange of Hong Kong Limited

“HK\$” Hong Kong dollars, the lawful currency of Hong Kong

“%” per cent.

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

Hong Kong, 7 March 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).*