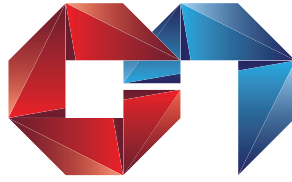


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GLOBAL MASTERMIND
環球大通

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)

MAJOR ACQUISITION IN RELATION TO THE ACQUISITION OF PROPERTY HOLDING COMPANIES

ACQUISITION AGREEMENTS

The Board is pleased to announce that on 4 March 2016 (after trading hours):

- (i) the Purchaser, a direct wholly-owned subsidiary of the Company, as purchaser and Vendor A as vendor entered into the Hope Master Acquisition Agreement, pursuant to which Vendor A conditionally agreed to sell and the Purchaser conditionally agreed to purchase the Hope Master Sale Share, representing the entire issued share capital of Hope Master, and the Hope Master Sale Loan, at the aggregate consideration of HK\$63,370,687.10; and
- (ii) the Purchaser as purchaser and Vendor B as vendor entered into the Famous Flamingo Acquisition Agreement, pursuant to which Vendor B conditionally agreed to sell and the Purchaser conditionally agreed to purchase the Famous Flamingo Sale Share, representing the entire issued share capital of Famous Flamingo, and the Famous Flamingo Sale Loan, at the aggregate consideration of not exceeding HK\$73,600,000.00.

* *For identification purposes only*

GEM LISTING RULES IMPLICATIONS

As one of the relevant applicable percentage ratios calculated in accordance with the GEM Listing Rules in respect of the Acquisition Agreements in aggregate exceeds 25% but less than 100%, the Acquisition constitutes a major acquisition on the part of the Company and is subject to the reporting, announcement and Shareholders' approval requirements under Chapter 19 of the GEM Listing Rules.

The EGM will be convened at which the Shareholders will consider, and, where appropriate, approve the Acquisition Agreements and the transactions contemplated thereunder.

A circular containing, among other matters, (i) further details of the Acquisition; (ii) the accountants' report on the Target Companies; (iii) the unaudited pro forma financial information on the Enlarged Group; (iv) the valuation report of the Properties; and (v) a notice to convene the EGM will be despatched to the Shareholders on or before 29 March 2016.

Reference is made to the announcement of the Company dated 29 January 2016 in relation to, among other matters, the entering into of the LOI A and the LOI B.

The Board is pleased to announce that on 4 March 2016 (after trading hours):

- (iii) the Purchaser, a direct wholly-owned subsidiary of the Company, as purchaser and Vendor A as vendor entered into the Hope Master Acquisition Agreement, pursuant to which Vendor A conditionally agreed to sell and the Purchaser conditionally agreed to purchase the Hope Master Sale Share, representing the entire issued share capital of Hope Master, and the Hope Master Sale Loan, at the aggregate consideration of HK\$63,370,687.10; and
- (iv) the Purchaser as purchaser and Vendor B as vendor entered into the Famous Flamingo Acquisition Agreement, pursuant to which Vendor B conditionally agreed to sell and the Purchaser conditionally agreed to purchase the Famous Flamingo Sale Share, representing the entire issued share capital of Famous Flamingo, and the Famous Flamingo Sale Loan, at the aggregate consideration of not exceeding HK\$73,600,000.00.

Details of the Acquisition Agreements are set out below.

HOPE MASTER ACQUISITION AGREEMENT

Date: 4 March 2016 (after trading hours)

Parties: (i) Giant Code Limited, a direct wholly-owned subsidiary of the Company, as purchaser; and
(ii) Vendor A as vendor.

To the best knowledge, information and belief of the Directors after having made all reasonable enquiries, Vendor A is an Independent Third Party.

Assets to be acquired

Pursuant to the Hope Master Acquisition Agreement, Vendor A conditionally agreed to sell and the Purchaser agreed to purchase (i) the Hope Master Sale Share, representing the entire issued share capital of Hope Master; and (ii) the Hope Master Sale Loan, representing the shareholder's loan owing by Hope Master to Vendor A as at Completion.

As at the date of this announcement, Hope Master holds Property A which is an office unit located at Unit 3107, 31st Floor, West Tower, Shun Tak Centre, 168-200 Connaught Road Central, Hong Kong. The gross floor area and saleable area of Property A are approximately 2,481 square feet and 2,010 square feet respectively. According to a preliminary valuation conducted by an independent professional valuer, the market value of Property A as at 31 December 2015 was approximately HK\$67,300,000. As at 29 February 2016, the Hope Master Sale Loan amounted to HK\$63,370,679.30. The principal amount of the Hope Master Sale Loan is non-interest bearing.

The Purchaser shall not be obliged to purchase the Hope Master Sale Share and the Hope Master Sale Loan unless the transfer of the Hope Master Sale Share and the Hope Master Sale Loan are completed simultaneously.

Consideration

The aggregate consideration for the Hope Master Sale Share and Hope Master Sale Loan shall be HK\$63,370,687.10 comprising the followings:

(a) the purchase price for the Hope Master Sale Loan shall be HK\$63,370,679.30 which is equal to the amount of the Hope Master Sale Loan as at 29 February 2016; and

- (b) the purchase price for the Hope Master Sale Share shall be the sum of HK\$7.80 which is equal to the amount of the issued share capital of Hope Master.

The aggregate consideration for the Hope Master Acquisition of HK\$63,370,687.10 shall be payable to Vendor A upon Completion in the following manner:

- (a) a refundable deposit of HK\$10,000,000, has been paid by the Purchaser to Vendor A upon signing of the LOI A which shall be applied as deposit under the Hope Master Acquisition Agreement and as part payment of the consideration on Completion;
- (b) a refundable deposit of HK\$10,000,000, has been paid by the Purchaser to Vendor A upon signing of the Hope Master Acquisition Agreement as deposit and as part payment of the consideration on Completion; and
- (c) the balance of the consideration shall be paid to Vendor A or Vendor A's solicitors in cash on Completion.

The consideration for the Hope Master Acquisition was determined after arm's length negotiations between the Purchaser and Vendor A having taken into account the amount of the Hope Master Sale Loan of HK\$63,370,679.30 as at 29 February 2016, the amount of the issued share capital of Hope Master and the prevailing market value of Property A. The Hope Master Acquisition will be funded partly by the net proceeds from the issue of 1,529,144,700 rights shares under the rights issue as completed on 29 February 2016 and partly by the internal resources of the Group and/or external financing.

Adjustment to consideration in the event of extension of Long Stop Date

Pursuant to the Hope Master Acquisition Agreement, in the event that the Long Stop Date is extended to a date beyond 30 June 2016, the consideration payable by the Purchaser under the Hope Master Acquisition Agreement shall be subject to further agreement between the parties to the Hope Master Acquisition Agreement in writing.

Conditions precedent

Completion of the Hope Master Acquisition is subject to fulfillment of the following conditions:

- (a) Vendor A having shown and proved that Hope Master has a good title to Property A in accordance with Sections 13 and 13A of the Conveyancing and Property Ordinance free from all Encumbrances;

- (b) the Purchaser having completed its due diligence review and been reasonably satisfied with the results thereof;
- (c) the Company having obtained the necessary approval by its Shareholders of the Hope Master Acquisition Agreement and the transactions contemplated thereunder as required under the GEM Listing Rules;
- (d) all the conditions precedent to the completion of the transactions as contemplated under the Famous Flamingo Acquisition Agreement having been fulfilled (or waived in accordance with the Famous Flamingo Acquisition Agreement) (other than the condition precedent that all the conditions precedent to the completion of the transactions set out in the Hope Master Acquisition Agreement being fulfilled or waived); and
- (e) all the warranties remaining true and accurate in all respects from the date of the Hope Master Acquisition Agreement up to and immediately before Completion.

Vendor A shall use its best endeavours to assist the Purchaser in connection with the due diligence review and, in particular, shall procure that all information and documents required pursuant to the GEM Listing Rules, and other applicable rules, codes and regulations whether in connection with the preparation of all circulars, reports, documents, independent advice or otherwise are duly given promptly to the Purchaser.

The Purchaser may at any time waive (in whole or in part) any of the conditions referred to in conditions (b) and (e) above at its sole and reasonable discretion, such waiver shall be effective only if it is made in writing and notified to Vendor A's solicitors. The conditions (a), (c) and (d) set out above are incapable of being waived. If the conditions set out above have not been satisfied (or as the case may be, waived by the Purchaser) on or before 5:00 p.m. on the Long Stop Date, the Hope Master Acquisition Agreement shall cease and determine and thereafter neither party to the Hope Master Acquisition Agreement shall have any obligations and liabilities towards each other thereunder save for any antecedent breaches of the terms thereof and Vendor A shall forthwith return the refundable deposits without interest to the Purchaser in full.

Use of Property A by the Contractual Licencee

Pursuant to the sale and purchase agreement dated 13 November 2015 and entered into between the Contractual Licencee as vendor and Vendor A as purchaser in relation to the acquisition of Property A by Vendor A, the Contractual Licencee has been granted a licence to occupy and use Property A free of charge until 30 June 2016. To the best knowledge, information and belief of the Directors after having made all reasonable enquiries, the Contractual Licencee is an Independent Third Party.

Pursuant to the Hope Master Acquisition Agreement, notwithstanding Completion which shall take place on the Completion Date, the Contractual Licencee is allowed to occupy and use Property A until 30 June 2016 at 3:00 p.m. Vendor A and the Purchaser agreed that Vendor A shall procure the Contractual Licencee to deliver vacant possession of Property A to Hope Master on “as is” basis on 30 June 2016 at 3:00 p.m. provided always that the Contractual Licencee shall pay the Government rates and rent and the management fee inclusive of all incidental charges of recurrent nature (if any) related to Property A as demanded and payable on or before 30 June 2016 by the management company. Pursuant to the Hope Master Acquisition Agreement, Vendor A undertakes to procure the Contractual Licencee to deliver vacant possession of Property A to Hope Master on 30 June 2016 at 3:00 p.m. and discharge the outgoings of Property A in the manner agreed therein, failing which it shall indemnify the Purchaser and Hope Master for all the loss and damages suffered by them.

Completion

Completion of the Hope Master Acquisition Agreement shall take place within ten (10) Business Days following the fulfilment or waiver (as the case may be) of the conditions precedent set out in the Hope Master Acquisition Agreement or such other date as Vendor A and the Purchaser may agree in writing and simultaneously with completion under the Famous Flamingo Acquisition Agreement.

Upon Completion, Hope Master will become an indirect wholly-owned subsidiary of the Company and the financial statements of Hope Master will be consolidated into the financial statements of the Group.

Information on Hope Master

As at the date of this announcement, Hope Master is wholly-owned by Vendor A. Hope Master was incorporated in BVI on 28 April 2015 with limited liability and is engaged in holding of Property A.

Hope Master has not carried out any business since its establishment save for the acquisition of Property A in November 2015. Set out below is a summary of the key financial data of Hope Master based on the unaudited management accounts of Hope Master for the period from 28 April 2015 (being the date of incorporation) to 29 February 2016 as provided by Vendor A:

**For the period
from 28 April 2015 to
29 February 2016**
HK\$'000
(unaudited)

Net loss before and after taxation

46

As at 29 February 2016, the unaudited net liabilities of Hope Master amounted to approximately HK\$46,000.

FAMOUS FLAMINGO ACQUISITION AGREEMENT

Date: 4 March 2016 (after trading hours)

Parties: (i) Giant Code Limited as purchaser; and
(ii) Vendor B as vendor.

To the best knowledge, information and belief of the Directors after having made all reasonable enquiries, Vendor B is an Independent Third Party.

Assets to be acquired

Pursuant to the Famous Flamingo Acquisition Agreement, Vendor B conditionally agreed to sell and the Purchaser agreed to purchase (i) the Famous Flamingo Sale Share, representing the entire issued share capital of Famous Flamingo; and (ii) the Famous Flamingo Sale Loan, representing the shareholder's loan owing by Famous Flamingo to Vendor B as at Completion.

As at the date of this announcement, Famous Flamingo holds Property B which comprises two office units located at Units 3108 and 3109, 31st Floor, West Tower, Shun Tak Centre, 168-200 Connaught Road Central, Hong Kong. The gross floor area and saleable area of Property B are approximately 2,754 square feet and 2,229 square feet respectively. According to a preliminary valuation conducted by an independent professional valuer, the market value of Property B as at 31 December 2015 was approximately HK\$74,700,000. As at 29 February 2016, the Famous Flamingo Sale Loan amounted to HK\$71,908,580.89, which comprises the principal amount of HK\$70,350,525.60 and accrued interest of HK\$1,558,055.29. As at 29 February 2016, the interest bearing principal amount is HK\$61,658,789.97 and the non-interest bearing principal amount is HK\$8,691,735.63. As from 9 March 2016, HK\$7,716,200.64 of the interest bearing principal amount will become non-interest bearing. As from 30 April 2016, a further HK\$1,385,202.27 of the interest bearing principal amount will become non-interest bearing. The interest rate on the interest bearing principal amount is 8% per annum.

The Purchaser shall not be obliged to purchase the Famous Flamingo Sale Share and the Famous Flamingo Sale Loan unless the transfer of the Famous Flamingo Sale Share and the Famous Flamingo Sale Loan are completed simultaneously.

Consideration

The aggregate consideration shall be the aggregate sum of the followings:

- (a) the purchase price for the Famous Flamingo Sale Loan shall be the dollar-to-dollar equivalent of the amount of the Famous Flamingo Sale Loan as at the date of Completion; and
- (b) the purchase price for the Famous Flamingo Sale Share shall be the sum of HK\$7.80 which is equal to the amount of the issued share capital of Famous Flamingo.

Vendor B and the Purchaser agree that the above consideration shall not exceed HK\$73,600,000.

The above consideration shall be payable to Vendor B upon Completion in the following manner:

- (a) a refundable deposit of HK\$10,000,000, has been paid by the Purchaser to Vendor B upon signing of the LOI B which shall be applied as deposit under the Famous Flamingo Acquisition Agreement and as part payment of the consideration;
- (b) a refundable deposit of HK\$10,000,000, has been paid by the Purchaser to Vendor B upon signing of the Famous Flamingo Acquisition Agreement as deposit and as part payment of the consideration; and
- (c) the balance of the consideration shall be paid to Vendor B in cash on Completion.

The consideration for the Famous Flamingo Acquisition was determined after arm's length negotiations between the Purchaser and Vendor B having taken into account the estimated amount of the Famous Flamingo Sale Loan as at Completion, the amount of the issued share capital of Famous Flamingo and the prevailing market value of Property B. The Famous Flamingo Acquisition will be funded partly by the net proceeds from the issue of 1,529,144,700 rights shares under the right issue as completed on 29 February 2016 and partly by the internal resources of the Group and/or external financing.

Adjustment to consideration in the event of extension of Long Stop Date

Pursuant to the Famous Flamingo Acquisition Agreement, in the event that the Long Stop Date is extended to a date beyond 30 June 2016, the consideration payable by the Purchaser under the Famous Flamingo Acquisition Agreement shall be subject to further agreement between the parties to the Famous Flamingo Acquisition Agreement in writing.

Conditions precedent

Completion of the Famous Flamingo Acquisition is subject to fulfillment of the following conditions:

- (a) Vendor B having shown and proved that Famous Flamingo has a good title to Property B in accordance with Sections 13 and 13A of the Conveyancing and Property Ordinance free from all Encumbrances;
- (b) the Purchaser having completed its due diligence review and been reasonably satisfied with the results thereof;
- (c) the Company having obtained the necessary approval by its Shareholders of the Famous Flamingo Acquisition Agreement and the transactions contemplated thereunder as required under the GEM Listing Rules;
- (d) all the conditions precedent to the completion of the transactions as contemplated under the Hope Master Acquisition Agreement having been fulfilled (or waived in accordance with the Hope Master Acquisition Agreement) (other than the condition precedent that all the conditions precedent to the completion of the transactions set out in the Famous Flamingo Acquisition Agreement being fulfilled or waived); and
- (e) all the warranties remaining true and accurate in all respects from the date of the Famous Flamingo Acquisition Agreement up to and immediately before Completion.

Vendor B shall use its best endeavours to assist the Purchaser in connection with the due diligence review and, in particular, shall procure that all information and documents required pursuant to the GEM Listing Rules, and other applicable rules, codes and regulations whether in connection with the preparation of all circulars, reports, documents, independent advice or otherwise are duly given promptly to the Purchaser.

The Purchaser may at any time waive (in whole or in part) any of the conditions referred to in conditions (b) and (e) above at its sole and reasonable discretion, such waiver shall be effective only if it is made in writing and notified to Vendor B's solicitors. The conditions (a), (c) and (d) set out above are incapable of being waived. If the conditions set out above have not been satisfied (or as the case may be, waived by the Purchaser) on or before 5:00 p.m. on the Long Stop Date, the Famous Flamingo Acquisition Agreement shall cease and terminate and thereafter neither party to the Famous Flamingo Acquisition Agreement shall have any obligations and liabilities towards each other thereunder save for any antecedent breaches of the terms thereof and Vendor B shall forthwith return the refundable deposits without interest to the Purchaser in full.

Use of Property B by the Contractual Licencee

Pursuant to the sale and purchase agreement dated 13 November 2015 and entered into between the Contractual Licencee as vendor and Vendor B as purchaser in relation to the acquisition of Property B by Vendor B, the Contractual Licencee has been granted a licence to occupy and use Property B free of charge until 30 June 2016.

Pursuant to the Famous Flamingo Acquisition Agreement, notwithstanding Completion which shall take place on the Completion Date, the Contractual Licencee is allowed to occupy and use Property B until 30 June 2016 at 3:00 p.m. Vendor B and the Purchaser agreed that Vendor B shall procure the Contractual Licencee to deliver vacant possession of Property B to Famous Flamingo on “as is” basis on 30 June 2016 at 3:00 p.m. provided always that the Contractual Licencee shall pay the Government rates and rent and the management fee inclusive of all incidental charges of recurrent nature (if any) related to Property B as demanded and payable on or before 30 June 2016 by the management company. Pursuant to the Famous Flamingo Acquisition Agreement, Vendor B undertakes to procure the Contractual Licencee to deliver vacant possession of Property B to the Famous Flamingo on 30 June 2016 at 3:00 p.m. and discharge the outgoings of Property B in the manner agreed therein, failing which it shall indemnify the Purchaser and Famous Flamingo for all the loss and damages suffered by them.

Completion

Completion of the Famous Flamingo Acquisition Agreement shall take place within ten (10) Business Days following the fulfilment or waiver (as the case may be) of the conditions precedent set out in the Famous Flamingo Acquisition Agreement or such other date as Vendor B and the Purchaser may agree in writing and simultaneously with completion under the Hope Master Acquisition Agreement.

Upon Completion, Famous Flamingo will become an indirect wholly-owned subsidiary of the Company and the financial statements of Famous Flamingo will be consolidated into the financial statements of the Group.

Information on Famous Flamingo

As at the date of this announcement, Famous Flamingo is wholly-owned by Vendor B. Famous Flamingo was incorporated on 1 October 2015 with limited liability and is engaged in holding of Property B.

Famous Flamingo has not carried out any business since its establishment save for the acquisition of Property B in November 2015. Set out below is a summary of the key financial data of Famous Flamingo based on the unaudited management accounts of Famous Flamingo for the period from 1 October 2015 (being the date of incorporation) to 29 February 2016 as provided by Vendor B:

**For the period
from 1 October 2015 to
29 February 2016**
HK\$'000
(unaudited)

Net loss before and after taxation	1,604
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As at 29 February 2016, the unaudited net liabilities of Famous Flamingo amounted to approximately HK\$1,604,000.

REASONS FOR THE ACQUISITION

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

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.

Taking into account that the Properties will facilitate the Group to expand its business in the future, the Board considers that the Acquisition and the terms of the Acquisition Agreements are fair and reasonable and in the interests of the Company and its Shareholders as a whole.

GEM LISTING RULES IMPLICATIONS

As one of the relevant applicable percentage ratios calculated in accordance with the GEM Listing Rules in respect of the Acquisition Agreements in aggregate exceeds 25% but less than 100%, the Acquisition constitutes a major acquisition on the part of the Company and is subject to the reporting, announcement and Shareholders' approval requirements under Chapter 19 of the GEM Listing Rules.

The EGM will be convened at which the Shareholders will consider, and, where appropriate, approve the Acquisition Agreements and the transactions contemplated thereunder.

A circular containing, among other matters, (i) further details of the Acquisition; (ii) the accountants' report on the Target Companies; (iii) the unaudited pro forma financial information on the Enlarged Group; (iv) the valuation report of the Properties; and (v) a notice to convene the EGM will be despatched to the Shareholders on or before 29 March 2016.

DEFINITIONS

Unless the context requires otherwise, terms used in this announcement shall have the following meanings:

“Acquisition”	collectively the Hope Master Acquisition and the Famous Flamingo Acquisition
“Acquisition Agreements”	the Famous Flamingo Acquisition Agreement and the Hope Master Acquisition Agreement
“Board”	the board of Directors
“Business Day”	a day (excluding Saturday, Sunday or public holiday) in Hong Kong on which licensed banks are generally open for business throughout the normal working hours
“BVI”	the British Virgin Islands
“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)
“Completion”	completion of the Acquisition in accordance with the terms and conditions of the Acquisition Agreements
“connected person(s)”	has the meaning ascribed to it under the GEM Listing Rules
“Contractual Licencee”	China Precious Metal Resources Co., Ltd., an Independent Third Party
“Conveyancing and Property Ordinance”	Conveyancing and Property Ordinance, Chapter 219 of the Laws of Hong Kong (as amended from time to time)
“Director(s)”	director(s) of the Company for the time being

“EGM”	the extraordinary general meeting of the Company to be held and convened for the purpose of considering and, if thought fit, approving the Acquisition Agreements and the transactions contemplated thereunder
“Encumbrance”	any mortgage, charge, pledge, lien, rental assignment, priority or security interest, whatsoever over or in any property, assets or rights whatsoever nature and includes any agreement for any of the same
“Enlarged Group”	the Group together with the Target Companies upon completion of the Acquisition
“Famous Flamingo”	Famous Flamingo Limited, a company incorporated in BVI with limited liability
“Famous Flamingo Acquisition”	the acquisition of the Famous Flamingo Sale Share and the Famous Flamingo Sale Loan by the Purchaser from Vendor B in accordance with the terms and conditions of the Famous Flamingo Acquisition Agreement
“Famous Flamingo Acquisition Agreement”	the sale and purchase agreement dated 4 March 2016 and entered into between the Purchaser and Vendor B in relation to the Famous Flamingo Acquisition
“Famous Flamingo Sale Loan”	the amount owing by Famous Flamingo to Vendor B in respect of loan repayable on demand with interest rate of 8% per annum on certain portion of the loan made by Vendor B to Famous Flamingo and the accrued interest thereon and all obligations, liabilities and debts owing or incurred by Famous Flamingo to Vendor B on or at any time prior to Completion whether actual, contingent or deferred and irrespective of whether or not the same is due and payable on Completion
“Famous Flamingo Sale Share”	1 issued share of US\$1.00 in the share capital of Famous Flamingo, representing the entire issued share capital of Famous Flamingo
“GEM”	Growth Enterprise Market of the Stock Exchange
“GEM Listing Rules”	the Rules Governing the Listing of Securities on GEM
“Group”	the Company and its subsidiaries

“HK\$”	Hong Kong dollar, the lawful currency of Hong Kong
“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 BVI with limited liability
“Hope Master Acquisition”	the acquisition of the Hope Master Sale Share and the Hope Master Sale Loan by the Purchaser from Vendor A in accordance with the terms and conditions of the Hope Master Acquisition Agreement
“Hope Master Acquisition Agreement”	the sale and purchase agreement dated 4 March 2016 and entered into between the Purchaser and Vendor A in relation to the Hope Master Acquisition
“Hope Master Sale Loan”	the amount owing by Hope Master to Vendor A in respect of interest-free loan repayable on demand made by Vendor A to Hope Master and all obligations, liabilities and debts owing or incurred by Hope Master to Vendor A on or at any time prior to Completion whether actual, contingent or deferred and irrespective of whether or not the same is due and payable on Completion
“Hope Master Sale Share”	1 issued share of US\$1.00 in the share capital of Hope Master, representing the entire issued share capital of Hope Master
“Independent Third Party(ies)”	an individual(s) or a company(ies) who or which, as far as the Directors are aware after having made all reasonable enquiries, is/are not a connected person(s) of the Company within the meaning of the GEM Listing Rules
“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

“Long Stop Date”	30 June 2016 or such later date as may be agreed between the parties to the relevant agreements in writing
“Properties”	Property A and Property 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 BVI with limited liability and a direct wholly-owned subsidiary of the Company
“Shareholder(s)”	holder(s) of issued share of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Target Companies”	Hope Master and Famous Flamingo
“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, 4 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 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.