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MASTERMIND CAPITAL LIMITED

慧德投資有限公司*

(incorporated in the Cayman Islands with limited liability)

(Stock Code: 905)

ACQUISITION OF EQUITY INTERESTS IN PRC COMPANIES

This announcement is made pursuant to rule 13.09 of the Listing Rules.

The Board announces that on 8 April 2011, after the trading hours of the Stock Exchange, the Company has entered into Agreement I with Zhou in relation to the Acquisition I and Agreements II, III, IV, and V with CGFBMCL in relation to the Acquisitions II, III, IV and V.

As completion of the Acquisitions are subject to the fulfillment of a number of conditions precedent which are detailed in this announcement, the Acquisitions may or may not be completed. Shareholders and potential investors should exercise caution when dealing in the Shares.

THE AGREEMENTS

The Board announces that on 8 April 2011, after the trading hours of the Stock Exchange, the Company has entered into Agreement I with Zhou in relation to the Acquisition I and Agreements II, III, IV and V with CGFBMCL in relation to the Acquisitions II, III, IV and V.

Agreement I

Date

8 April 2011

Parties

Purchaser: The Company

Vendor: Zhou Xiuhong

Guarantor: Leung Shi Wing, who guarantees in favour of the Company the due and punctual performance of Zhou under Agreement I

* *for identification purpose only*

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, each of Zhou and Leung is an Independent Third Party.

Assets to be acquired

Pursuant to Agreement I, the Company has conditionally agreed to acquire and Zhou has conditionally agreed to dispose of Sale Interest I, representing 10% of the issued capital of Target Company A as at the date of this announcement.

Zhou will provide a guarantee of dividend payment not less than HK\$500,000 per annum by Target Company A to the Company upon completion of Acquisition I. The Company has the right to sell Sale Interest I back to Zhou at a consideration of HK\$10 million plus a premium of 30% per annum on the consideration of HK\$10 million which is calculated on a daily basis at the time of selling back and Zhou has the right to buy back Sale Interest I from the Company at HK\$10 million plus a premium of 30% per annum on the consideration of HK\$10 million (period less than one year will be counted as one year) both within five years from the date of Completion as contemplated under Agreement I.

Consideration

The consideration for Sale Interest I is HK\$10 million which will be satisfied by a deposit of the same amount already been paid to Leung pursuant to a non-binding memorandum of understanding entered into between the Company and Leung. Upon completion of Agreement I, the said deposit will be treated as the consideration paid to Zhou by the Company. Such consideration is funded by the internal resources of the Group.

The consideration for Sales Interest I was agreed between Zhou and the Company after arm's length negotiations between the parties to Agreement I with reference to the business prospectus of Target Company A.

In the event that completion of Agreement I does not take place, Leung shall forthwith refund to the Company the deposit of HK\$10 million plus a premium of HK\$3 million.

Conditions precedent

Completion shall be conditional upon and subject to:

- (i) all approvals, consents, authorisations and licenses (so far as necessary) required to be obtained on the part of Zhou in relation to the transactions contemplated under Agreement I having been obtained;
- (ii) Agreement I and the transactions contemplated thereunder having satisfied the necessary requirements under the Memorandum and Articles of Association of the Company and the Listing Rules;
- (iii) Zhou having fulfilled all of its pre-completion as stipulated under Agreement I;
- (iv) the warranties provided by Zhou under Agreement I remaining true and accurate in all respects; and
- (v) the Company being satisfied with the results of the appropriate due diligence review to be conducted on the assets, liabilities, operations and affairs of Target Company A.

Except conditions (i) and (ii) which cannot be waived, the Company is entitled to waive any of the other conditions by notice in writing to Zhou.

If the above conditions are not fulfilled or waived within three months from the date of Agreement I or such later date as the parties may agree in writing, Agreement I will be terminated automatically. In such event, no party will have any claim against or liability to the other save for any antecedent breaches of Agreement I and Leung will forthwith refund to the Company the deposit of HK\$10 million plus a premium of HK\$3 million.

Completion

Completion will take place within three business days after fulfillment or waiver of the above conditions or such other date as the parties to Agreement I may agree in writing.

Information on Target Company A

Target Company A is a domestic enterprise established in the PRC with registered capital of RMB5 million (approximately HK\$5.95 million). As at the date of this announcement, all the registered capital of Target Company A has been fully paid up.

The principal activities of Target Company A are research and development, installation, maintenance and sale of electronic products and communication equipment and providing network technique services.

Set out below is some financial information of Target Company A:

	For the year ended 31 December 2010 (Unaudited) <i>RMB'000</i>	For the year ended 31 December 2009 (Unaudited) <i>RMB'000</i>
Revenue	8,327	5,471
Profit before tax	2,256	1,146
Profit after tax	1,692	1,146

As at 31 December 2010, the unaudited total asset value and net asset value of Target Company A was approximately RMB10.27 million (equivalent to approximately HK\$12.22 million) and RMB5.74 million (equivalent to approximately HK\$6.83 million) respectively.

As at 31 December 2009, the unaudited total asset value and net asset value of Target Company A was approximately RMB10.55 million (equivalent to approximately HK\$12.55 million) and RMB4.05 million (equivalent to approximately HK\$4.82 million) respectively.

Agreement II

Date

8 April 2011

Parties

Purchaser: The Company

Vendor: Shenzhen Chiuchow Garden Food and Beverage Management Company Limited#
(深圳潮江春餐飲管理有限公司)

Guarantor: Leung Shi Wing and Zhou Xiuhong who guarantee in favour of the Company the due and punctual performance of CGFBMCL under Agreement II

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, each of CGFBMCL, Leung and Zhou is an Independent Third Party.

Assets to be acquired

Pursuant to Agreement II, Company has conditionally agreed to acquire and CGFBMCL has conditionally agreed to dispose of Sale Interest II, representing 10% of the issued capital of Target Company B as at the date of this announcement.

CGFBMCL will provide a guarantee of dividend payment not less than HK\$750,000 per annum by Target Company B to the Company upon completion of Acquisition II. The Company has the right to sell Sale Interest II back to CGFBMCL at a consideration of HK\$2.5 million plus a premium of 30% per annum on the consideration of HK\$2.5 million which is calculated on a daily basis at the time of selling back and CGFBMCL has the right to buy back Sale Interest II from the Company at HK\$2.5 million plus a premium of 30% per annum on the consideration of HK\$2.5 million (period less than one year will be counted as one year) both within five years from the date of Completion as contemplated under Agreement II.

Consideration

The consideration for Sale Interest II is HK\$2.5 million which will be satisfied by a deposit of the same amount already paid to Leung pursuant to a non-binding memorandum of understanding entered into between the Company and Leung. Upon completion of Agreement II, the said deposit will be treated as the consideration paid to CGFBMCL by the Company. Such consideration is funded by the internal resources of the Group.

The consideration for Sales Interest II was agreed between CGFBMCL and the Company after arm's length negotiations between the parties to Agreement II with reference to the existing business and future prospectus of Target Company B.

In the event that completion of Agreement II does not take place, Leung shall forthwith refund to the Company the deposit of HK\$2.5 million plus a premium of HK\$0.75 million.

Conditions precedent

Completion shall be conditional upon and subject to:

- (i) all approvals, consents, authorisations and licenses (so far as necessary) required to be obtained on the part of CGFBMCL in relation to the transactions contemplated under Agreement II having been obtained;
- (ii) Agreement II and the transactions contemplated thereunder having satisfied the necessary requirements under the Memorandum and Articles of Association of the Company and the Listing Rules;
- (iii) CGFBMCL having fulfilled all of its pre-completion as stipulated under Agreement II;
- (iv) the warranties provided by CGFBMCL under Agreement II remaining true and accurate in all respects; and
- (v) the Company being satisfied with the results of the appropriate due diligence review to be conducted on the assets, liabilities, operations and affairs of Target Company B.

Except conditions (i) and (ii) which cannot be waived, the Company is entitled to waive any of the other conditions by notice in writing to CGFBMCL.

If the above conditions are not fulfilled or waived within three months from the date of Agreement II or such later date as the parties may agree in writing, Agreement II will be terminated automatically. In such event, no party will have any claim against or liability to the other save for any antecedent breaches of Agreement II and Leung will forthwith refund to the Company the deposit of HK\$2.5 million plus a premium of HK\$0.75 million.

Completion

Completion will take place within three business days after fulfillment or waiver of the above conditions or such other date as the parties to Agreement II may agree in writing.

Information on Target Company B

Target Company B is a domestic enterprise established in the PRC with registered capital of RMB50 million (approximately HK\$59.50 million). As at the date of this announcement, all the registered capital of Target Company B has been fully paid up.

Target Company B is being operating under the brand name and the management of Chiuchow Garden Restaurant which has a long and well-known reputation in catering. It provides a good dining venue and serves quality, delicate, elegant and classic cuisine for casual dining, banquet and formal occasions in Shenzhen.

Set out below is some financial information of Target Company B:

	For the year ended 31 December 2010 (Unaudited) <i>RMB'000</i>	For the year ended 31 December 2009 (Unaudited) <i>RMB'000</i>
Revenue	68,562	60,335
Profit/(Loss) before tax	1,327	(24)
Profit/(Loss) after tax	1,105	(24)

As at 31 December 2010, the unaudited total asset value and net asset value of Target Company B was approximately RMB40.39 million (equivalent to approximately HK\$48.06 million) and RMB24.07 million (equivalent to approximately HK\$28.64 million) respectively.

As at 31 December 2009, the unaudited total asset value and net asset value of Target Company B was approximately RMB20.21 million (equivalent to approximately HK\$24.05 million) and RMB4.77 million (equivalent to approximately HK\$5.68 million) respectively.

Agreement III

Date

8 April 2011

Parties

Purchaser: The Company

Vendor: Shenzhen Chiuchow Garden Food and Beverage Management Company Limited#
(深圳潮江春餐飲管理有限公司)

Guarantor: Leung Shi Wing and Zhou Xiuhong who guarantee in favour of the Company the due and punctual performance of CGFBMCL under Agreement III

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, each of CGFBMCL, Leung and Zhou is an Independent Third Party.

Assets to be acquired

Pursuant to Agreement III, the Company has conditionally agreed to acquire and CGFBMCL has conditionally agreed to dispose of Sale Interest III, representing 10% of the issued capital of Target Company C as at the date of this announcement.

CGFBMCL will provide a guarantee of dividend payment not less than HK\$750,000 per annum by Target Company C to the Company upon completion of Acquisition III. The Company has the right to sell Sale Interest III back to CGFBMCL at HK\$2.5 million plus a premium of 30% per annum on the consideration of HK\$2.5 million which is calculated on a daily basis at the time of selling back and CGFBMCL has the right to buy back Sale Interest III from the Company at HK\$2.5 million plus a premium of 30% per annum on the consideration of HK\$2.5 million (period less than one year will be counted as one year) both within five years from the date of Completion as contemplated under Agreement III.

Consideration

The consideration for Sale Interest III is HK\$2.5 million which will be satisfied by a deposit of the same amount already paid to Leung pursuant to a non-binding memorandum of understanding entered into between the Company and Leung. Upon completion of Agreement III, the said deposit will be treated as the consideration paid to CGFBMCL by the Company. Such consideration is funded by the internal resources of the Group.

The consideration for Sales Interest III was agreed between CGFBMCL and the Company after arm's length negotiations between the parties to Agreement III with reference to the existing business and future prospectus of Target Company C.

In the event that completion of Agreement III does not take place, Leung shall forthwith refund to the Company the deposit of HK\$2.5 million plus a premium of HK\$0.75 million.

Conditions precedent

Completion shall be conditional upon and subject to:

- (i) all approvals, consents, authorisations and licenses (so far as necessary) required to be obtained on the part of CGFBMCL in relation to the transactions contemplated under Agreement III having been obtained;
- (ii) Agreement III and the transactions contemplated thereunder having satisfied the necessary requirements under the Memorandum and Articles of Association of the Company and the Listing Rules;
- (iii) CGFBMCL having fulfilled all of its pre-completion as stipulated under Agreement III;
- (iv) the warranties provided by CGFBMCL under Agreement III remaining true and accurate in all respects; and
- (v) the Company being satisfied with the results of the appropriate due diligence review to be conducted on the assets, liabilities, operations and affairs of Target Company C.

Except conditions (i) and (ii) which cannot be waived, the Company is entitled to waive any of the other conditions by notice in writing to CGFBMCL.

If the above conditions are not fulfilled or waived within three months from the date of Agreement III or such later date as the parties may agree in writing, Agreement III will be terminated automatically. In such event, no party will have any claim against or liability to the other save for any antecedent breaches of Agreement III and Leung will forthwith refund to the Company the deposit of HK\$2.5 million plus a premium of HK\$0.75 million.

Completion

Completion will take place within three business days after fulfillment or waiver of the above conditions or such other date as the parties to Agreement III may agree in writing.

Information on Target Company C

Target Company C is a domestic enterprise established in the PRC with registered capital of RMB1 million (approximately HK\$1.19 million). As at the date of this announcement, all the registered capital of Target Company C has been fully paid up.

Target Company C is being operating under the brand name and the management of Chiuchow Garden Restaurant which has a long and well-known reputation in catering. It provides a good dining venue and serves quality, delicate, elegant and classic cuisine for casual dining, banquet and formal occasions in Shenzhen.

Set out below is some financial information of Target Company C:

	For the year ended 31 December 2010 (Unaudited) RMB'000	For the year ended 31 December 2009 (Audited) RMB'000
Revenue	65,419	62,158
Profit before tax	6,461	8,620
Profit after tax	4,846	6,438

As at 31 December 2010, the unaudited total asset value and net asset value of Target Company C was approximately RMB35.97 million (equivalent to approximately HK\$42.80 million) and RMB7.08 million (equivalent to approximately HK\$8.43 million) respectively.

As at 31 December 2009, the audited total asset value and net asset value of Target Company C was approximately RMB36.06 million (equivalent to approximately HK\$42.91 million) and RMB7.44 million (equivalent to approximately HK\$8.85 million) respectively.

Agreement IV

Date

8 April 2011

Parties

Purchaser: The Company

Vendor: Shenzhen Chiuchow Garden Food and Beverage Management Company Limited#
(深圳潮江春餐飲管理有限公司)

Guarantor: Leung Shi Wing and Zhou Xiuhong who guarantee in favour of the Company the due and punctual performance of CGFBMCL under Agreement IV

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, each of CGFBMCL, Leung and Zhou is an Independent Third Party.

Assets to be acquired

Pursuant to Agreement IV, the Company has conditionally agreed to acquire and CGFBMCL has conditionally agreed to dispose of Sale Interest IV, representing 10% of the issued capital of Target Company D as at the date of this announcement.

CGFBMCL will provide a guarantee of dividend payment not less than HK\$750,000 per annum by Target Company D to the Company upon completion of Acquisition IV. The Company has the right to sell Sale Interest IV back to CGFBMCL at HK\$2.5 million plus a premium of 30% per annum on the consideration of HK\$2.5 million which is calculated on a daily basis at the time of selling back and CGFBMCL has the right to buy back Sale Interest IV from the Company at HK\$2.5 million plus a premium of 30% per annum on the consideration of HK\$2.5 million (period less than one year will be counted as one year) both within five years from the date of Completion as contemplated under Agreement IV.

Consideration

The consideration for Sale Interest IV is HK\$2.5 million which will be satisfied by a deposit of the same amount already paid to Leung pursuant to a non-binding memorandum of understanding entered into between the Company and Leung. Upon completion of Agreement IV, the said deposit will be treated as the consideration paid to CGFBMCL by the Company. Such consideration is funded by the internal resources of the Group.

The consideration for Sales Interest IV was agreed between CGFBMCL and the Company after arm's length negotiations between the parties to Agreement IV with reference to the existing business and future prospectus of Target Company D.

In the event that completion of Agreement IV does not take place, Leung shall forthwith refund to the Company the deposit of HK\$2.5 million plus a premium of HK\$0.75 million.

Conditions precedent

Completion shall be conditional upon and subject to:

- (i) all approvals, consents, authorisations and licenses (so far as necessary) required to be obtained on the part of CGFBMCL in relation to the transactions contemplated under Agreement IV having been obtained;
- (ii) Agreement IV and the transactions contemplated thereunder having satisfied the necessary requirements under the Memorandum and Articles of Association of the Company and the Listing Rules;
- (iii) CGFBMCL having fulfilled all of its pre-completion as stipulated under Agreement IV;
- (iv) the warranties provided by CGFBMCL under Agreement IV remaining true and accurate in all respects; and
- (v) the Company being satisfied with the results of the appropriate due diligence review to be conducted on the assets, liabilities, operations and affairs of Target Company D.

Except conditions (i) and (ii) which cannot be waived, the Company is entitled to waive any of the other conditions by notice in writing to CGFBMCL.

If the above conditions are not fulfilled or waived within three months from the date of Agreement IV or such later date as the parties may agree in writing, Agreement IV will be terminated automatically. In such event, no party will have any claim against or liability to the other save for any antecedent breaches of Agreement IV and Leung will forthwith refund to the Company the deposit of HK\$2.5 million plus a premium of HK\$0.75 million.

Completion

Completion will take place within three business days after fulfillment or waiver of the above conditions or such other date as the parties to Agreement IV may agree in writing.

Information on Target Company D

Target Company D is a domestic enterprise established in the PRC with registered capital of RMB20 million (approximately HK\$23.80 million). As at the date of this announcement, all the registered capital of Target Company D has been fully paid up.

Target Company D is being operating under the brand name and the management of Chiuchow Garden Restaurant which has a long and well-known reputation in catering. It provides a good dining venue and serves quality, delicate, elegant and classic cuisine for casual dining, banquet and formal occasions in Shenzhen.

Set out below is some financial information of Target Company D:

	For the year ended 31 December 2010 (Unaudited) <i>RMB'000</i>	For the year ended 31 December 2009 (Unaudited) <i>RMB'000</i>
Revenue	45,696	45,415
Loss before tax	(3,615)	(4,515)
Loss after tax	(3,615)	(4,515)

As at 31 December 2010, the unaudited total asset value and net liabilities of Target Company D was approximately RMB18.89 million (equivalent to approximately HK\$22.48 million) and RMB0.18 million (equivalent to approximately HK\$0.21 million) respectively.

As at 31 December 2009, the unaudited total asset value and net asset value of Target Company D was approximately RMB24.96 million (equivalent to approximately HK\$29.70 million) and RMB3.44 million (equivalent to approximately HK\$4.09 million) respectively.

Agreement V

Date

8 April 2011

Parties

Purchaser: The Company

Vendor: Shenzhen Chiuchow Garden Food and Beverage Management Company Limited#
(深圳潮江春餐飲管理有限公司)

Guarantor: Leung Shi Wing and Zhou Xiuhong who guarantees in favour of the Company the due and punctual performance of CGFBMCL under Agreement V

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, each of CGFBMCL, Leung and Zhou is an Independent Third Party.

Assets to be acquired

Pursuant to Agreement V, the Company has conditionally agreed to acquire and CGFBMCL has conditionally agreed to dispose of Sale Interest V, representing 10% of the issued capital of Target Company E as at the date of this announcement.

CGFBMCL will provide a guarantee of dividend payment not less than HK\$750,000 per annum by Target Company E to the Company upon completion of Acquisition V. The Company has the right to sell Sale Interest V back to CGFBMCL at HK\$2.5 million plus a premium of 30% per annum on the consideration of HK\$2.5 million which is calculated on a daily basis at the time of selling back and CGFBMCL has the right to buy back Sale Interest V from the Company at HK\$2.5 million plus a premium of 30% per annum on the consideration of HK\$2.5 million (period less than one year will be counted as one year) both within five years from the date of Completion as contemplated under Agreement V.

Consideration

The consideration for Sale Interest V is HK\$2.5 million which will be satisfied by a deposit of the same amount already paid to Leung as deposit pursuant to a non-binding memorandum of understanding entered into between the Company and Leung. Upon completion of Agreement V, the said deposit will be treated as the consideration paid to CGFBMCL by the Company. Such consideration is funded by the internal resources of the Group.

The consideration for Sales Interest V was agreed between CGFBMCL and the Company after arm's length negotiations between the parties to Agreement V with reference to the existing business and future prospectus of Target Company E.

In the event that completion of the Agreement V does not take place, Leung shall forthwith refund to the Company the deposit of HK\$2.5 million plus a premium of HK\$0.75 million.

Conditions precedent

Completion shall be conditional upon and subject to:

- (i) all approvals, consents, authorisations and licenses (so far as necessary) required to be obtained on the part of CGFBMCL in relation to the transactions contemplated under Agreement V having been obtained;

- (ii) Agreement V and the transactions contemplated thereunder having satisfied the necessary requirements under the Memorandum and Articles of Association of the Company and the Listing Rules;
- (iii) CGFBMCL having fulfilled all of its pre-completion as stipulated under Agreement V;
- (iv) the warranties provided by CGFBMCL under Agreement V remaining true and accurate in all respects; and
- (v) the Company being satisfied with the results of the appropriate due diligence review to be conducted on the assets, liabilities, operations and affairs of Target Company E.

Except conditions (i) and (ii) which cannot be waived, the Company is entitled to waive any of the other conditions by notice in writing to CGFBMCL.

If the above conditions are not fulfilled or waived within three months from the date of Agreement V or such later date as the parties may agree in writing, Agreement V will be terminated automatically. In such event, no party will have any claim against or liability to the other save for any antecedent breaches of Agreement V and Leung will forthwith refund to the Company the deposit of HK\$2.5 million plus a premium of HK\$0.75 million.

Completion

Completion will take place within three business days after fulfillment or waiver of the above conditions or such other date as the parties to Agreement V may agree in writing.

Information on Target Company E

Target Company E is a domestic enterprise established in the PRC with registered capital of RMB1 million (approximately HK\$1.19 million). As at the date of this announcement, all the registered capital of Target Company E has been fully paid up.

Target Company E is being operating under the brand name and the management of Chiuchow Garden Restaurant which has a long and well-known reputation in catering. It provides a good dining venue and serves quality, delicate, elegant and classic cuisine for casual dining, banquet and formal occasions in Shenzhen.

Set out below is some financial information of Target Company E:

	For the period ended 31 December 2010 (Unaudited) <i>RMB'000</i>
Revenue	28,589
Loss before tax	(1,305)
Loss after tax	(1,305)

As at 31 December 2010, the unaudited total asset value and net liabilities of Target Company E was approximately RMB18.14 million (equivalent to approximately HK\$21.59 million) and RMB0.31 million (equivalent to approximately HK\$0.37 million) respectively.

REASONS FOR ENTERING INTO THE AGREEMENTS

The Company is an investment holding company under chapter 21 of the Listing Rules. The Group principally invests in listed and unlisted companies in Hong Kong and other parts of the PRC.

As the economic in the PRC will continuously grow in a rapid pace, the Company is actively exploring opportunities to expand its investment horizon and to enhance the investment returns of the Group and its Shareholders as a whole.

The Directors consider that the Acquisitions (i) can strengthen the investment portfolio of the Group; (ii) broaden the source of income of the Group; (iii) can provide stable returns and long term capital appreciations to the Group and (iv) are in the interests of the Company and the Shareholders as a whole.

The Directors are of the view that each of the terms and conditions of the Agreements are normal commercial terms, fair and reasonable and in the interests of the Company and the Shareholders as a whole.

The investments in the Target Companies will be treated as investments in the financial statements of the Company.

GENERAL

Acquisition I and Acquisitions II to V do not require approval by the Shareholders under Listing Rules.

DEFINITIONS

In this announcement, unless the context otherwise requires, the following terms shall have the following meanings:

“Acquisition I”	the acquisition of Sale Interest I by the Company from Zhou pursuant to Agreement I
“Acquisition II”	the acquisition of Sale Interest II by the Company from CGFBMCL pursuant to Agreement II
“Acquisition III”	the acquisition of Sale Interest III by the Company from CGFBMCL pursuant to Agreement III
“Acquisition IV”	the acquisition of Sale Interest IV by the Company from CGFBMCL pursuant to Agreement IV
“Acquisition V”	the acquisition of Sale Interest V by the Company from CGFBMCL pursuant to Agreement V
“Acquisitions”	collectively Acquisition I, Acquisition II, Acquisition III, Acquisition IV and Acquisition V
“Agreement I”	the sale and purchase agreement entered into between the Company and Zhou dated 8 April 2011 in respect of the Acquisition I

“Agreement II”	the sale and purchase agreement entered into between the Company and CGFBMCL dated 8 April 2011 in respect of the Acquisition II
“Agreement III”	the sale and purchase agreement entered into between the Company and CGFBMCL dated 8 April 2011 in respect of the Acquisition III
“Agreement IV”	the sale and purchase agreement entered into between the Company and CGFBMCL dated 8 April 2011 in respect of the Acquisition IV
“Agreement V”	the sale and purchase agreement entered into between the Company and CGFBMCL dated 8 April 2011 in respect of the Acquisition V
“Agreements”	collectively Agreement I, Agreement II, Agreement III, Agreement IV and Agreement V
“Board”	the board of Directors
“CGFBMCL”	Shenzhen Chiuchow Garden Food and Beverage Management Company Limited# (深圳潮江春餐飲管理有限公司), a limited liability company established in the PRC, a company in which Zhou holds 99.95% of the total equity interests
“Company”	Mastermind Capital Limited, a company incorporated in Cayman Islands with limited liability and the shares of which are listed on the main board of the Stock Exchange
“Completion”	completion of the respective Acquisition(s)
“Director(s)”	the director(s) of the Company
“Group”	the Company and its subsidiaries
“Hong Kong”	The Hong Kong Special Administrative Region of the PRC
“Independent Third Party”	such person who is independent of and not connected nor acting in concert with the Directors, chief executive or substantial shareholders of the Group, or any of their respective associates, or parties acting in concert with any of them
“Leung”	Leung Shi Wing (梁仕榮)
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“PRC”	the People’s Republic of China

“Sale Interest I”	RMB500,000 representing 10% of the registered capital of Target Company A
“Sale Interest II”	RMB5,000,000 representing 10% of the registered capital of Target Company B
“Sale Interest III”	RMB100,000 representing 10% of the registered capital of Target Company C
“Sale Interest IV”	RMB2,000,000 representing 10% of the registered capital of Target Company D
“Sale Interest V”	RMB100,000 representing 10% of the registered capital of Target Company E
“Share(s)”	ordinary share(s) having a par value of HK\$0.025 each in the share capital of the Company
“Shareholder(s)”	holder(s) of the Share(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Target Company A”	Guangzhou Data Communication Network Technology Co., Limited# (廣州數訊網絡科技有限公司), a limited liability company established in the PRC
“Target Company B”	Shenzhen Chiuchow Garden Food and Beverage Company Limited# (深圳潮江春餐飲有限公司), a limited liability company established in the PRC
“Target Company C”	Shenzhen Greater China Chiuchow Garden Restaurant Company Limited# (深圳市大中華潮江春酒樓有限公司), a limited liability company established in the PRC
“Target Company D”	Shenzhen Chiuchow City Restaurant Company Limited# (深圳市潮江都酒樓有限公司), a limited liability company established in the PRC
“Target Company E”	Shenzhen Chiuchow Pavilion Restaurant Company Limited# (深圳市潮江亭酒樓有限公司), a limited liability company established in the PRC
“Target Companies”	collectively Target Company A, Target Company B, Target Company C, Target Company D and Target Company E
“Zhou”	Zhou Xiuhong (周秀紅)
“HK\$”	Hong Kong dollar(s), the lawful currency of Hong Kong
“RMB”	Renminbi, the lawful currency of the PRC

“%”

per cent

The English transliteration of the Chinese names in this announcement, where indicated, is included for information only, and should not be regarded as the official English names of such Chinese names.

In this announcement, amounts quoted in RMB have been converted into HK\$ at the rate of RMB1.00 to HK\$1.19. Such exchange rate has been used, where applicable, for the purposes of illustration only and does not constitute a representation that any amounts were or may have been exchanged at this or any other rates or at all.

By order of the Board
Mastermind Capital Limited
Mung Kin Keung
Chairman and Executive Director

Hong Kong, 8 April 2011

As at the date of this announcement, the Board comprises of six executive directors, namely, Mr. Mung Kin Keung (Chairman), Mr. Tang Hao (Chief Executive Officer), Mr. Ha Wing Ho, Peter, Mr. Chee Man Sang, Eric, Mr. Michael Stockford and Mr. Mung Bun Man, Alan (formerly known as Mung Chiu Yu, Alan) and three independent non-executive directors, namely, Mr. Lo Tak Kin, Ms. Yu Tin Yan, Winnie and Mr. Patrick Lee.