

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



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)**

### **(I) DISCLOSEABLE TRANSACTION PROVISION OF FINANCIAL ASSISTANCE AND**

### **(II) CHANGE OF USE OF PROCEEDS FROM RIGHTS ISSUE**

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

The Board announces that, on 3 May 2016 (after trading hours of the Stock Exchange), the Loan Agreement was entered into between Global Mastermind Financial Services as lender and Mason Capital Limited as borrower. Pursuant to the Loan Agreement, Global Mastermind Financial Services has conditionally agreed to grant the Loan in the principal amount of HK\$59.0 million to the Borrower for a term of 24 months 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.

#### **GEM 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**

The Board announces that, on 3 May 2016 (after trading hours of the Stock Exchange), the Loan Agreement was entered into between Global Mastermind Financial Services as lender and Mason Capital Limited as borrower. Pursuant to the Loan Agreement, Global Mastermind Financial Services has conditionally agreed to grant the Loan in the principal amount of HK\$59.0 million to the Borrower for a term of 24 months from the date of drawdown.

### **The Loan Agreement**

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

Date	:	3 May 2016
Lender	:	Global Mastermind Financial Services, a licensed money lender in Hong Kong
Borrower	:	Mason Capital Limited
Principal amount of the Loan	:	HK\$59.0 million
Interest rate	:	10.0% per annum
Available period	:	The period commencing from the date on which the Loan Agreement becoming unconditional and ending on the date on which the Loan is fully drawn, cancelled or terminated under the provisions of the Loan Agreement
Final repayment date	:	The date falling 24 months after the date on which the Loan is made or any other date as may be mutually agreed in writing by the Borrower and the Lender
Repayment	:	The Borrower shall repay the principal amount of the Loan together with the interest in full on the final repayment date

- Guarantee : Mr. Yu shall provide guarantee in favour of the Lender as a security for all the obligations of the Borrower under the Loan Agreement
- Share charge : Koffman Greater China shall pledge all issued shares in the Borrower in favour of the Lender as a security for all the obligations of the Borrower under the Loan Agreement
- Conditions precedent : The obligation of the Lender to advance the Loan to the Borrower is conditional upon:
- (1) the publication of an announcement by the Company, the ultimate holding company of the Lender, in relation to the Loan Agreement in compliance with the Listing Rules;
  - (2) the Lender having received a personal guarantee duly executed by Mr. Yu, in a form to the satisfaction of the Lender, in favour of the Lender for all the obligations of the Borrower under the Loan Agreement;
  - (3) the Lender having received a share charge over all issued shares of the Borrower duly executed by Koffman Greater China, in a form to the satisfaction of the Lender, in favour of the Lender as a security for all the obligations of the Borrower under the Loan Agreement and all ancillary documents thereto;
  - (4) all representations and warranties made by the Borrower in the Loan Agreement or in connection herewith 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;
  - (5) 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) pursuant to the Loan Agreement; and

- (6) the Lender having received and found satisfactory such additional information and documents relating to the Borrower of the Loan Agreement as the Lender may reasonably require.

### **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; and (ii) internal resources of the Company.

### **Information on the Borrower**

The Borrower is a limited liability company incorporated in Hong Kong and is principally engaged in property investment. To the best of the knowledge, information and belief of the Directors after having made all reasonable enquiries, the Borrower is an Independent Third Party and is not connected with the Group. The Borrower did not have any past business relationship with the Group, other than entering into the Loan Agreement, and therefore there is no default history of the Borrower to the Group.

### **Information on the guarantor**

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

### **Information on the share chargor**

To the best of the knowledge, information and belief of the Directors after having made all reasonable enquiries, Koffman Greater China is an Independent Third Party and is not connected with the Group.

### **Information on the Company 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 the Borrower 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 the Borrower. 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.

## **GEM 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.

## **CHANGE OF USE OF PROCEEDS FROM RIGHTS ISSUE**

Reference is made to the Company's prospectus dated 28 January 2016 (the "**Prospectus**") in relation to the issue of 1,529,144,700 rights shares on the basis of two rights shares for every one existing share held on the record date (the "**Rights Issue**"). Unless otherwise stated, capitalised term used herein shall bear the same meaning as defined in the Prospectus.

Following the completion of the Rights Issue on 29 February 2016, net proceeds of approximately HK\$146.5 million has been raised (the "**Net Proceeds**"). As disclosed in the Prospectus, (i) approximately HK\$20.0 million of the Net Proceeds will be allocated for the investment in the securities in Hong Kong (the "**Proceeds for Securities Investment**"); and (ii) approximately HK\$20.0 million of the Net Proceeds will be allocated for the development of the provision of financial services, including the asset management business and the future development of other Group's business in that segment (the "**Proceeds for Development**").

To improve the efficiency of the use of the Net Proceeds, the Directors would like to re-allocate HK\$20.0 million from the Proceeds for Securities Investment and HK\$20.0 million from the Proceeds for Development to finance part of the Loan Agreement.

Save as disclosed above, there is no other change in the use of Net Proceeds and the remaining unutilized Net Proceeds will be used as originally intended. The Board considers that such change in the use of the Net Proceeds is in the best interests of the Company and its shareholders as a whole.

## **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
“Borrower”	Mason Capital Limited, a company incorporated in Hong Kong with limited liability
“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)
“Director(s)”	the director(s) of the Company
“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”/ “Lender”	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
“Independent Third Party”	person who, to the best of the Directors’ knowledge, information and belief having made all reasonable enquiries, is third party independent of the Company and its connected person(s)
“Koffman Greater China”	Koffman Greater China Limited, the sole shareholder of the Borrower, and a company incorporated in the British Virgin Islands with limited liability

“Loan”	the loan in the principal amount of HK\$59.0 million
“Loan Agreement”	the conditional loan agreement dated 3 May 2016 and entered into between Global Mastermind Financial Services as lender and the Borrower 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
“Mr. Yu”	Mr. Yu Zhen Hua Johnny, a director and the ultimate shareholder of the Borrower
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“%”	per cent

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

Hong Kong, 3 May 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 <http://www.globalmholdings.com>.*