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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)**

### **NOTICE OF EXTRAORDINARY GENERAL MEETING**

**NOTICE IS HEREBY GIVEN THAT** an extraordinary general meeting (the “EGM”) of Global Mastermind Holdings Limited (the “Company”) will be held at Meeting Room (SOHO 2), 6/F., ibis Hong Kong Central & Sheung Wan Hotel, No. 28 Des Voeux Road West, Sheung Wan, Hong Kong on Monday, 13 June 2016 at 10:30 a.m. for the following purpose of considering and, if thought fit, passing with or without amendments, the following resolutions as ordinary resolutions of the Company:

#### **ORDINARY RESOLUTIONS**

1. **“THAT:**

- (a) the sale and purchase agreement dated 4 March 2016 (the “**Hope Master Acquisition Agreement**”) and entered into between Giant Code Limited as purchaser (the “**Purchaser**”) and Mr. Tse Joseph as vendor (“**Vendor A**”), in relation to the acquisition of the (i) entire issued share capital of Hope Master Limited (“**Hope Master**”); and (ii) the amount owing by Hope Master to Vendor A in respect of the interest-free loan repayable on demand by Vendor A to Hope Master and all obligations, liabilities and debts owing by Hope Master to Vendor A at the completion (the “**Hope Master Completion**”) of the Hope Master Acquisition Agreement whether actual, contingent or deferred and irrespective of whether or not the same is due and payable on Hope Master Completion at the aggregate consideration of HK\$63,370,687.10, (a copy of the Hope Master Acquisition Agreement has been produced

\* *For identification purposes only*

to this meeting marked “A” and signed by the chairman of the meeting for the purpose of identification), and the transactions contemplated thereunder, be and are hereby approved, confirmed and ratified;

- (b) any one director of the Company be and is hereby authorised to do such acts and/or execute all such documents incidental to, ancillary to or in connection with matters contemplated in or relating to the Hope Master Acquisition Agreement as they may in their absolute discretion consider necessary, desirable or expedient to give effect to the Hope Master Acquisition Agreement and the implementation of all transactions contemplated thereunder.”

2. **“THAT:**

- (a) the sale and purchase agreement dated 4 March 2016 (the “**Famous Flamingo Acquisition Agreement**”) and entered into between Giant Code Limited as purchaser (the “**Purchaser**”) and Mr. Man Kong Yui as vendor (“**Vendor B**”), in relation to the acquisition of the (i) entire issued share capital of Famous Flamingo Limited (“**Famous Flamingo**”); and (ii) 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 by Famous Flamingo to Vendor B at the completion (the “**Famous Flamingo Completion**”) of the Famous Flamingo Acquisition Agreement whether actual, contingent or deferred and irrespective of whether or not the same is due and payable on Famous Flamingo Completion at the aggregate consideration of not exceeding HK\$73,600,000, (a copy of the Famous Flamingo Acquisition Agreement has been produced to this meeting marked “B” and signed by the chairman of the meeting for the purpose of identification), and the transactions contemplated thereunder, be and are hereby approved, confirmed and ratified;
- (b) any one director of the Company be and is hereby authorised to do such acts and/or execute all such documents incidental to, ancillary to or in connection with matters contemplated in or relating to the Famous Flamingo Acquisition Agreement as they may in their absolute discretion consider necessary, desirable or expedient to give effect to the Famous Flamingo Acquisition Agreement and the implementation of all transactions contemplated thereunder.”

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

Hong Kong, 24 May 2016

*Registered office:*

Cricket Square  
Hutchins Drive  
P.O. Box 2681  
Grand Cayman  
KY1-1111  
Cayman Islands

*Head office and principal place of  
business in Hong Kong:*

Unit 1611,  
16/F., West Tower  
Shun Tak Centre  
168-200 Connaught Road Central  
Hong Kong

*Notes:*

1. A member entitled to attend and vote at the Meeting is entitled to appoint a proxy or more than one proxy (for member holding two or more shares) to attend and vote in his/her stead. A proxy need not be a member of the Company. In addition, a proxy or proxies representing either a member who is an individual or a member which is a corporation shall be entitled to exercise the same powers on behalf of the member which he or they represent as such member could exercise.
2. In the case of joint holders of a share, the vote of the senior who tenders a vote, whether in person or by proxy, will be accepted to the exclusion of the vote(s) of the other joint holder(s), and for this purpose, seniority will be determined by the order in which the names stand in the Register of Members of the Company in respect of the relevant joint holding.
3. To be valid, a form of proxy, together with the power of attorney or other authority (if any) under which it is signed or a certified copy of that power of attorney or authority must be deposited with the Company's branch share registrar and transfer office in Hong Kong, Computershare Hong Kong Investor Services Limited at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong not less than 48 hours before the time for the holding of the meeting or adjourned meeting, and in default thereof the form of proxy shall not be treated as valid.
4. Completion and delivery of an instrument appointing a proxy shall not preclude a member from attending and voting in person at the EGM if the member so wish and in such event, the instrument appointing a proxy should be deemed to be revoked.
5. All voting by the members at the EGM shall be conducted by way of poll.

*As at the date of this notice, the 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 notice, 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 notice 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 notice misleading.*

*This notice will remain on the "Latest Company Announcements" page of the GEM website at [www.hkgem.com](http://www.hkgem.com) for a minimum period of seven days from the date of publication and on the Company's website at [www.globalmholdings.com](http://www.globalmholdings.com).*