

**EAGLE RIDE INVESTMENT HOLDINGS LTD;  
MORE TSURIS FOR THE CONTROLLING SHAREHOLDER**

The Ultimate Controlling Shareholder of Eagle Ride Investment Holdings Ltd () (Code: 901, Main Board, The Stock Exchange of Hongkong Ltd), along with two, offshore companies that he controls, has been accused of ‘*Conspiracy to Defraud*’.

This is the essence of the gist of the Indorsement of Claim, attached to Action Number 1366 of 2017, lodged recently in the High Court of the Hongkong Special Administrative Region (HKSAR) of the People’s Republic of China (PRC).

Triunion (Hongkong) Cereal and Oil Company Ltd ([I]) is the Plaintiff in Writ of Summons, Number 1366, the three Defendants, being:

APAC Investment Holdings Ltd **1**  
Eagle Ride Investments Ltd **2**  
Hu Hai Song () **3**

First Defendant  
Second Defendant  
Third Defendant

1. APAC Investment Holdings Ltd () is domiciled in The Independent State of Samoa. It is an investment company, focusing on the energy sector and high-growth, private investments. It is controlled by Mr Hu Hai Song, the Third Defendant.
2. Eagle Ride Investments Ltd is a company, incorporated in the **British Virgin Islands (BVI)**, being wholly-owned by APAC Investment Holdings Limited.
3. Mr Hui Hai Song is a Non-Executive Director of Eagle Ride Investment Holdings Ltd. This gentleman is the largest, single shareholder of Eagle Ride Investment Holdings Ltd, beneficially owning 59.74 percent of the Issued and Fully Paid-Up Share Capital of the Company.

The Indorsement of Claim, attached to Writ of Summons, Number 1366 of 2017, makes the following claims:

*‘The Plaintiff’s claims against the 1st Defendant are arising from:*

*‘(1) a Deed dated 25 June 2013 (“the 1st Deed”) entered into between the Plaintiff and the 1st Defendant in that the 1st Defendant agreed to transfer or procure to transfer, upon completion of the purchase of controlling shareholding of a company listed in the Hong Kong Stock Exchange (which was later known to the Plaintiff to be Eagle Ride Investment Holdings Limited, formerly named Radford Capital Investment Limited [] (“Listed Co.”)), ordinary shares in the Listed Co. in such number equivalent to RMB2 per ordinary share in the Listed Co. convertible from the US\$6,904,998.06 purchase price paid by the Plaintiff to the 1st Defendant for the purpose for the 1st Defendant to purchase the said controlling shareholding; and*

*‘(2) a Deed entered into by the Plaintiff on or about 17 November 2014 (“the 2nd Deed”) to discharge the obligation of the 1st Defendant under the 1st Deed for the consideration of the 1st Defendant procuring the 2nd Defendant to transfer to the Plaintiff 21,163,819 ordinary shares of the Listed Co. as of the entering of the 2nd Deed by the Plaintiff.*

*‘On 11 November 2013, the 1st Defendant through the 2nd Defendant, the 1st Defendant’s wholly owned subsidiary, completed the purchase of the controlling shareholding of the Listed Co. by having acquired approximately 90.35% of the total issued share capital and voting rights of the Listed Co. (“Takeover Completion”).*

*‘As of the date of the 1st Deed, the Takeover Completion and the entering by the Plaintiff of the 2nd Deed, each ordinary share of the Listed Co. was of par value of HK\$0.1 each. On 4 December 2014, the ordinary share of the Listed Co. was subdivided from one ordinary share to eight sub-divided ordinary shares of HK\$0.0125 each (each a “Sub-divided Ordinary Share”).*

*‘In breach of the 1st Deed and the 2nd Deed, the 1st Defendant had only procured the 2nd Defendant to transfer 21,163,819 Sub-divided Ordinary Shares on 11 December 2014 to the Plaintiff instead of 21,163,819 ordinary shares of HK\$0.1 each of the Listed Co.*

*‘The Plaintiff claims against the 2nd Defendant under an Instrument of Transfer signed by the Plaintiff as the transferee on or about 17 November 2014 and countersigned by the 2nd Defendant as the transferor for the transfer of 21,163,819 ordinary shares of the Listed Co. from the 2nd Defendant to the Plaintiff pursuant to the terms of the 2nd Deed. In breach of the said Instrument of Transfer, the 2nd Defendant had only transferred 21,163,819 Sub-divided Ordinary Shares on 11 December 2014 to the Plaintiff instead of 21,163,819 ordinary shares of HK\$0.1 each of the Listed Co.*

*‘The Plaintiff ... [CLICK TO ORDER FULL ARTICLE](#)*

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