

HIGHLIGHT CHINA IOT INTERNATIONAL LTD:**HISTORY REPEATS ITSELF**

A wholly owned subsidiary of China Construction Bank Corporation () (Code: 939, Main Board, The Stock Exchange of Hongkong Ltd) has issued proceedings in the High Court of the Hongkong Special Administrative Region (HKSAR) of the People's Republic of China (PRC), naming the former, corporate Controlling Shareholder of Highlight China IoT International Ltd () (Code: 1682, Main Board, The Stock Exchange of Hongkong Ltd) as one of the three Defendants to this Action.

HKSAR High Court Action, Number 2139 of 2017, is between Design Time Ltd (the Plaintiff) and the following three Defendants:

Unitech Enterprises Group Ltd*

First Defendant

Mr Gao Zhi Yin ()

Second Defendant

Mr Gao Zhi Ping ()

Third Defendant

* Unitech Enterprises Group Ltd () is incorporated in the **British Virgin Islands (BVI)**.

The Issued and Fully Paid-Up Share Capital of the Plaintiff is wholly owned by CCBI Investments Ltd () which, in turn, is wholly owned by China Construction Bank Corporation.

According to the database of **TOLFIN** (), the Computerised, Online Financial Intelligence Service and Web-Based, Credit-Checking Provider, the share capital of the First Defendant is owned as to 60 percent by the Second Defendant and 40 percent by the Third Defendant.

The Second and Third Defendants are brothers.

The Second Defendant was an Executive Director and Chairman of Highlight China IoT International Ltd until his resignation on September 13, 2017.

The Third Defendant was an Executive Director of Highlight China IoT International Ltd until his resignation on September 13, 2017.

In the Endorsement of Claim, attached to Writ of Summons, Number 2139 of 2017, Design Time Ltd is claiming, from the First Defendant, the sum of \$US63 million (about \$HK491.40 million).

From the Second Defendant, Design Time Ltd is claiming *‘The repayment of the amounts owing by the 1st Defendant to the Plaintiff ...’*.

From the Third Defendant, Design Time Ltd is claiming *‘The repayment of the amounts owing by the 1st Defendant to the Plaintiff ...’*.

Taking up the Endorsement of Claim from Paragraph One through to Paragraph Seven, the Plaintiff makes the following Claims:

‘As against the 1st Defendant:-

‘1. The repayment of:-

*‘(a) The outstanding sum of US\$63,000,000, being the principal advanced by the Plaintiff to the 1st Defendant (the “**Note Principal**”) pursuant to the “Note Instrument constituting the US\$63,000,000 12% Secured Guaranteed Note due 2018” dated 8 July 2016 (the “**Note**”);*

*‘(b) The outstanding interest in the sum of US\$3,780,000 accrued on the Note Principal up to and including 8 July 2017 pursuant to Condition 6.1 of the Note (the “**Outstanding Note Interest**”);*

‘(c) The “Default Interest” in the sum of US\$168,288 accrued on the Outstanding Note Interest from 9 July 2017 up to and including 11 September 2017 pursuant to Condition 9.2 of the Note; and

‘(d) The sum of US\$10,769,417, being the amount “that would yield an Internal Rate of Return of 25%” on the Note Principal calculated from 8 July 2016 up to 11 September 2017 pursuant to Condition 9.3 of the Note.

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

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