



## SUNBRIDGE GROUP LIMITED

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Australian Securities Exchange  
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Perth WA 6000

### Bank Loans

The attached Appendix A sets out the bank loans entered into by the Company and/or its subsidiaries.

Yours faithfully

Jiayin Xu  
Director

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## Appendix A

### Bank loans under subsidiary Hengjiasi Dress Development Co., Ltd (“Hengjiasi”)

No.	Name of Contract	Lender	Amount (RMB)	Annual Interest Rate	Term of Loan	Guarantor	Key Terms
1.	Facility Utilization Contract for Working Capital Loan (No. 044019000020130109)	Fujian Haixia Bank, Quanzhou Branch (“Haixia Bank”)	5,000,000	8.4%	22 April 2013 – 21 April 2014	Fujian Xiongfeng through a Maximum Guarantee Contract (Contract No. 044001070120130038)	<ol style="list-style-type: none"><li>(1) The purpose of this loan shall be for commodity purchase;</li><li>(2) The loan shall be repaid as at the date when the term of this loan ends;</li><li>(3) This Contract is a loan contract under the Credit Facility Contract (No. 044001000020130038), the key terms of which include (a) the amount under the this Facility Contract is RMB 10 million and shall be used for short term working capital loan and bank acceptance bills; (b) the term of the facility is from 9 April 2013 to 9 April 2014 and the Borrower may use the facility within 90 days after 8 April 2013; (c) the Borrower shall constitute a breach of this Contract if the debt-asset ratio of the Borrower exceeds 80%; (d) in the event that the Borrower fails to use the facility in accordance with the purpose of this Contract, the interest for the loan shall increase 60%; (e) in the event that the Borrower fails to repay the principal on schedule, the interest for the loan shall increase 50%; and (f) any dispute arising from this Contract shall be submitted to the People’s Court where the Lender locates.</li></ol>
2.	Working Capital Loan Contract (No. 201304005)	Jinjiang Rural Credit Cooperation Longhu Branch (“Jinjiang RCC”)	3,000,000	8.7%	10 January 2013 – 9 January 2014	Fujian Xiongfeng, Xiao Qunxiong and Mr. Xu through Guarantee Contract (No. 201304005).	<ol style="list-style-type: none"><li>(1) The purpose of this loan shall be for business operation;</li><li>(2) The interest shall be calculated and paid on a quarterly basis, while the principle shall be repaid at maturity date ;</li><li>(3) If the Borrower fails to repay the loan within the agreed time limit, the interests on the overdue loan shall be charged daily at the penalty interest rate, from the overdue day until the overdue loan plus interests</li></ol>

No.	Name of Contract	Lender	Amount (RMB)	Annual Interest Rate	Term of Loan	Guarantor	Key Terms
3.	Working Capital Loan Contract (No. 201304053)		11,000,000	7.5%	27 May 2013 – 23 May 2014	<p>(1) Hengjiasi through Maximum Mortgage and Loan Contract (No. 2013050401);</p> <p>(2) Mr. Xu through Guarantee Contract (No. 201304053).</p>	<p>thereof are paid off. The penalty interest rate for overdue loan shall be the loan interest rate as agreed in this Contract plus 50% thereof.</p> <p>If the Borrower misappropriates the loan for any purpose other than that as agreed, the interests on the misappropriated loan shall be charged at the penalty interest rate for misappropriated loan, from the misappropriation date until the day when the misappropriated loan principal and its interests thereof are paid off. The penalty interest rate for misappropriated loan shall be the loan interest rate as agreed in this Contract plus 100% thereof.</p> <p>(4) The Borrower shall notify the Lender 30 days in advance of the matters related to project contracting, leasing, joint venture, reforming, merger, separation, transfer of assets and share, investing, material debt increase and acquire the consent from the Lender;</p> <p>(5) The Lender shall have to the right to unilaterally change the conditions for the loan or require the Borrower to increase the guarantee, accelerate the maturity or suspend the grant of the loan in the event that the credit or financial position of the Borrower deteriorates or the Borrower breaches the Contract or violate laws and regulations in any manner;</p> <p>(6) The dispute arising from this Contract shall be submitted to the People's Court where the Lender locates.</p>
4.	Working Capital Loan Contract (No. HT010031130100028)	Quanzhou Bank	5,000,000	9%	9 January 2013 – 9 January 2014	<p>(1) Hengjiasi, Fujian Binyue and Quanzhou Haoxin through Maximum United Guarantee Contract (HT011030130100030);</p> <p>(2) Hengjiasi, Fujian Binyue and Quanzhou Haoxin through Maximum United Pledge Contract (HT011030130100029);</p> <p>(3) Li Chunchun, Chen Yangbo, Mr. Xu, Xiao Changtai, Lin Qingquan, Wu Jianning, and Xiao Qunxiong through Maximum Guarantee Contract (No.</p>	<p>(1) The purpose of this loan shall be for payment for product;</p> <p>(2) The interest shall be calculated and paid on a monthly basis;</p> <p>(3) If the Borrower prepays the loan under this Contract before the agreed term without prior-consent of the Lender, the Lender shall have the right to collect loan interest based on the agreed term and interest rate.</p> <p>(4) If the Borrower fails to repay the loan within the agreed term, the Lender shall be entitled to retain the relevant amount from all bank accounts that the Borrower has opened in Quanzhou Bank and all its branches to set off the overdue loan. Meanwhile, the Lender shall be</p>

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No.	Name of Contract	Lender	Amount (RMB)	Annual Interest Rate	Term of Loan	Guarantor	Key Terms
						HT010030130100025).	<p>entitled to collect penalty interest on the overdue loan proceeds, and the penalty interest rate for the overdue loan shall be the loan interest rate as agreed in this Contract plus 50% thereof;</p> <p>If the Borrower misappropriates the loan for any purpose other than that as agreed, the interests on the misappropriated loan shall be charged at the penalty interest rate for misappropriated loan, and the penalty interest rate for misappropriated loan shall be the loan interest rate as agreed in this Contract plus 100% thereof;</p> <p>For any loan that is overdue and is also misappropriated, the Lender shall charge the penalty interests which is higher but could not charge both.</p> <p>(5) The Borrower shall notify the Lender 30 days in advance of the matters related to project contracting, leasing, joint venture, reforming, merger, separation, transfer of assets and share, investing, material debt increase and acquire the consent from the Lender;</p> <p>(6) The Lender shall have the right to implement credit punishment and publicize the default by the Borrower to the media and administrative authority;</p> <p>(7) The Lender shall be entitled to announce the advance maturity of the loan and to require the Borrower to fully repay all the principle and interests until the termination of the contract if the Borrower fails to ratify within 7 days upon written notice from the Lender to make the Lender satisfied under the following circumstances : (a) the Borrower provides to the Lender accounting statements with false statements or material omission, (b) the Borrower refuses the Lender's inspection on the use of the loan and the relevant business operation and finance activities, (c) the Borrower transfers or disposes of or threatens to transfer or dispose of its material assets, (d) the Borrower's material assets have been taken over by its creditors or any official receiver, (e) the Borrower conducts project contracting, leasing, joint venture, reforming, merger, separation, transfer of assets and share, investing, material debt increase and other</p>

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No.	Name of Contract	Lender	Amount (RMB)	Annual Interest Rate	Term of Loan	Guarantor	Key Terms
							<p>activities that may impact the achievement of Lender's rights without prior consent of the Lender, (f) the occurrence of change of business registration issues such as residence, contact address, business scope, legal representative, or material external investment and other matters that may seriously affect or threaten the creditor's rights of the Lender, (g) material economic disputes or deteriorating of finance situation of the Borrower which may seriously affect or threaten the creditor's right of the Lender, (h) any other issue that may seriously affect or threaten the realization of the Lender's creditor's right under this Contract.</p> <p>(8) The dispute arising from this Contract shall be submitted to the People's Court where the Lender locates.</p>

**Bank loans under subsidiary  
Bangdisidun (Fujian) Dress Development Co., Ltd (“Bangdisidun”)**

No.	Name of Contract	Lender	Amount (RMB)	Annual Interest Rate	Term of Loan	Guarantor	Key Terms
5.	Working Capital Loan Contract (No. Xing Yin Shi 03 Jie Zi 2013038007)	Shishi Branch of Industrial Bank Co., Ltd. (“Industrial Bank”)	4,000,000	7.8%	1 October 2013 – 30 September 2014	(1) Qianbajiao through a Maximum Guarantee Contract (No. Xing Yin Shi 03 Bao Zi 2013038022); (2) Mr. Xu, Hong Lingling, Wang Jiajia and Huang Qingliang through Personal Guarantee Statements (respectively No. Xing Yin Shi 03 Bao Zi 2013038029, 2013038030, 2013038031 and 2013038032).	(1) The purpose of this loan shall be for payment of goods; (2) If the Borrower misappropriates the loan for any purpose other than that as agreed, the interests on the misappropriated loan shall be charged at the penalty interest rate for misappropriated loan, and the penalty interest rate for misappropriated loan shall be the loan interest rate as agreed in this Contract plus 100% thereof; If the Borrower fails to repay the loan within the agreed term, the Lender shall be entitled to collect penalty interest on the overdue loan proceeds, and the penalty interest rate for the overdue loan shall be the loan interest rate as agreed in this Contract plus 50% thereof; For any loan that becomes overdue and is also misappropriated, the interests thereon shall be charged at the penalty interest rate which is higher. (3) The loan principle shall be repaid as at the end of the agreed term in one lump; (4) The term may be extended by written application given by the Borrower to the Lender 10 days in advance and with the approval of the Lender, the term may extended thereby; (5) The prepayment of the loan shall be consented by the Lender 15 days prior to the prepayment; (6) The Borrower shall notify the Lender in writing 30 days in advance of all matters related to merger, separation, transfer of share, investing and material debt increase and the Lender shall have the right to require the Borrower to safeguard the capacity of repayment; (7) The Lender shall have the right, after a grace period, to suspend the provision of loan, require early repayment of partial or the entire loan in the event of false representation, use of loan not for the purpose stipulated, declination to supervision or investigation by the Lender, matters that the Lender deems may endanger the loan; deterioration of credit position, insolvency of the Borrower, the decrease of value of the guarantee;
6.	Working Capital Loan Contract (No. Xing Yin Shi 03 Jie Zi 2013038010)		4,500,000	7.2%	November 2013 – November 2014	(1) Fujian Xiongfeng through Maximum Guarantee Contract (No. Xing Yin Shi 03 Bao Zi 2013038021); (2) Mr. Xu, Hong Lingling and Xiao Qunxiong through Personal Guarantee Statements (respectively No. Xing Yin Shi 03 Bao Zi 2013038043, 2013038044 and 2013038045).	
7.	Working Capital Loan Contract (No. Xing Yin Jie 03 Jie Zi 2013038003)		1,000,000	7.2%	3 April 2013 – 2 April 2014	(1) Qianbajiao through a Maximum Guarantee Contract (No. Xing Yin Shi Bao Zi 152012025265); (2) Mr. Xu, Hong Lingling and Wang Jiajia through Personal Guarantee Statements (respectively No Xing Yin Shi 03 Bao Zi 2013038009, 2013038010, and 2013038011).	

							<p>(8) The breach of the guarantee contract by the guarantor to this Contract shall be deemed as a breach of the loan contract by the Borrower;</p> <p>(9) The Contract shall be governed by the laws of the PRC. Any disputes arising from the Contract shall be firstly settled through friendly consultations between both parties. In case no settlement can be reached through consultations, the disputes shall be submitted to the People's Court where the Lender locates.</p>
8.	Working Capital Loan Contract	Fuzhou Branch of Zhejiang Chouzhou Commercial Bank Co., Ltd. ("Chouzhou Bank")	4,000,000	8.7%	22 October 2013 – 17 October 2014	<p>(1) Fujian Xiongfeng through Maximum Guarantee Contract;</p> <p>(2) Mr. Xu and Hong Lingling through Maximum Guarantee Contract;</p> <p>(3) Xiao Qunxiong and Lin Xiaorong through Maximum Guarantee Contract</p>	<p>(1) The purpose of this loan shall be for purchase of goods;</p> <p>(2) The Lender shall have the right to suspend the grant of loan, terminate the loan contract and claim damages against the Borrower in the event that the Borrower breaches the conditions precedent of this Contract or the condition of payment of the loan;</p> <p>(3) The interest shall be calculated and repaid on month basis and the principal shall be repaid as at the end of the term in one lump with the interest of the last month;</p> <p>(4) If the Borrower misappropriates the loan for any purpose other than that as agreed, the interests on the misappropriated loan shall be charged at the penalty interest rate for misappropriated loan, and the penalty interest rate for misappropriated loan shall be the loan interest rate as agreed in this Contract plus 100% thereof;</p> <p>If the Borrower fails to repay the loan within the agreed term, the Lender shall be entitled to collect penalty interest on the overdue loan proceeds, and the penalty interest rate for the overdue loan shall be the loan interest rate as agreed in this Contract plus 50% thereof;</p> <p>(5) The term may be extended by written application given by the Borrower to the Lender 10 days in advance and with the approval of the Lender, the term may be extended thereby;</p> <p>(6) The prepayment of the loan shall be consented by the Lender 10 days prior to the prepayment;</p> <p>(7) The Borrower shall not reduce the registered capital during the term of this Contract;</p> <p>(8) The Borrower shall notify the Lender in advance of all matters related to merger, separation, transfer of share, investing and material debt increase and acquire consent from the Lender, and the Lender shall have the right to require the Borrower to undertake the capacity</p>

							<p>of repayment;</p> <p>(9) As requested by the Lender, the Borrower shall allow the Lender to visit the operation site of the Borrower, to inspect the site, facility, factory and equipment, check the financial books and other record, enquire those employees, agents, contractors, distributors that may know the information as deemed necessary by the Lender;</p> <p>(10) The breach of the guarantee contract by the guarantor to this Contract shall be deemed as a breach of the loan contract by the Borrower;</p> <p>(11) The Contract shall be governed by the laws of the PRC and any dispute arising from this Contract shall be under the jurisdiction where the Lender locates.</p>
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