



SUNBRIDGE GROUP LIMITED

ACN 163 886 020

LEVEL 31, 120 COLLINS STREET, MELBOURNE, VIC 3000

Tel: +603 9225 5077 Fax: +603 9225 5050

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Australian Securities Exchange
Level 8 Exchange Plaza
2 The Esplanade
Perth WA 6000

Bank Acceptance Commercial Bills

The attached Appendix A sets out the Bank Acceptance Commercial Bills entered into by the Company and/or its subsidiaries.

Yours faithfully

Jiayin Xu
Director

For personal use only

Appendix A

Bank Acceptance Commercial Bills under subsidiary Bangdisidun (Fujian) Dress Development Co., Ltd (“Bangdisidun”)

No	Acceptor	Bank Acceptance Commercial Bill Contract	Actual Draw-Down/ Amount (RMB)	Issuance Date of Commercial Bill	Expiry Date of Commercial Bill	Guarantor	Key Terms
1.	Industrial Bank	Bank Acceptance Commercial Bill Contract (No. Xing Yin Shi 03 Cheng Zi 2013038009)	3,920,000	14 October 2013	14 April 2014	(1) Fujian Xiongfeng through Maximum Guarantee Contract (No. Xing Yin Shi 03 Bao Zi 2013038021); (2) Bangdisidun through Deposit Agreement (No. Xing Yin Shi 03 Bao Jin Zi 2013038039); (3) Mr. Xu, Hong Lingling, and Xiao Qunxiong through Personal Guarantees (respectively No. Xing Yin Shi 03 Bao Zi 2013038040, 2013038041 and 2013038042).	<ul style="list-style-type: none"> (1) The charges for the acceptance is 0.05% of par value of the commercial bill; (2) The Acceptor shall have the right to claim a 0.05% per day interest rate for any amount the Applicant fails to provide on the expiry date of the commercial bill; (3) The Applicant shall report to the Acceptor the related party transaction with the amount over 10% of the total value of the net assets of the Applicant; (4) The Applicant shall obtain the written consent from the Acceptor with the matters in relation to material ownership reorganization and operation adjustment; (5) The breach of the guarantee contract by the guarantor to this Contract shall be deemed as a breach of the loan contract by the Applicant; (6) The Acceptor shall have the right to subrogate the claim against the debtor owned by the Applicant for the basic transaction in the case of the default by the debtor and failure to pay amount of the commercial bill by the Applicant; (7) This Contract shall be governed by the laws of the PRC and the dispute arising from the Contract shall be under the jurisdiction of the People’s Court where the Acceptor locates.
2.		Bank Acceptance Commercial Bill Contract (No. Xing Yin Shi 03 Cheng Zi 2013038008)	3,880,000	10 October 2013	10 April 2014	(1) Fujian Xiongfeng through Maximum Guarantee Contract (No. Xing Yin Shi 03 Bao Zi 2013038021); (2) Bangdisidun through Deposit Agreement (No. Xing Yin Shi 03 Bao Jin Zi 2013038034); (3) Mr. Xu, Hong Lingling, and Xiao Qunxiong through Personal Guarantees (respectively No. Xing Yin Shi 03 Bao Zi 2013038035, 2013038036 and 2013038037).	
3.		Bank Acceptance Commercial Bill Contract (No. Xing Yin Shi 03 Cheng Zi 2013038006)	4,350,000	27 September 2013	27 March 2014	(1) Fujian Xiongfeng through Maximum Guarantee Contract (No. Xing Yin Shi 03 Bao Zi 2013038021); (2) Bangdisidun through Deposit Agreement (No. Xing Yin Shi 03 Bao Jin Zi 2013038025); (3) Mr. Xu, Hong Lingling, and Xiao Qunxiong through Personal Guarantees (respectively No. Xing Yin Shi 03 Bao Zi 2013038026, 2013038027 and 2013038028).	

Note 1:

The deposits for each of the Deposit Agreements entered into by Bangdisidun are used to guarantee the repayment of amount of the commercial bills thereunder; the amount of the deposit is approximately 30% of the total par value of each of the commercial bills issued respectively, namely for Bank Acceptance Commercial Bill Contract (No. Xing Yin Shi 03 Cheng Zi 2013038009), the amount of deposit is RMB 1,180,000 (amounting to 30.102% of the total par value of the bills), for Bank Acceptance Commercial Bill Contract (No. Xing Yin Shi 03 Cheng Zi 2013038008), the amount of deposit is RMB 1,165,000 (amounting to 30.0257% of the total par value of the bills) and for Bank Acceptance Commercial Bill Contract (No. Xing Yin Shi 03 Cheng Zi 2013038006), the amount of deposit is RMB 1,305,000 (amounting to 30% of the total par value of the bills); such guarantee will be discharged when the amount of the commercial bills are fully repaid.

Note 2:

As stated by the Company, the Company has recently reviewed its financing arrangements including the commercial bills and expects that the above-mentioned commercial bills will be sufficient to meet its short term needs. Further commercial bills may be sought if and as required and no new credit facility contracts have been entered into by the Company as at the date of this Memorandum.