

LIONGOLD CORP LTD
(Incorporated in Bermuda)
(Company Registration No. 35500)

ENTRY INTO INTEREST-FREE LOAN AGREEMENT

1. INTRODUCTION

The board of directors (the “**Board**”) of LionGold Corp Ltd (the “**Company**”) wishes to announce that the Company has on 13 July 2018 entered into a loan agreement with Mr Tan Soo Khoon Raymond (“**Mr Tan**” or the “**Lender**”) (the “**Loan Agreement**”). Pursuant to the Loan Agreement, the Lender has agreed to grant an unsecured interest-free loan of up to S\$3,500,000 (the “**Loan**”) to the Company, subject to the terms and conditions set out in the Loan Agreement. The Loan will be used for general working capital.

2. INTERESTED PERSON TRANSACTION

Mr Tan is the Group Chief Executive Officer and executive director of the Company. As at the date of this announcement, Mr Tan has a direct interest in an aggregate of 1,800,000 ordinary shares in the capital of the Company representing approximately 0.02% of the entire issued share capital of the Company. Pursuant to Chapter 9 of the Listing Manual Section B: Rules of Catalist of the Singapore Exchange Securities Trading Limited (“**Catalist Rules**”), Mr Tan falls under the definition of an interested person and the provision of the Loan to the Company constitutes an interested person transaction (“**IPT**”).

However, as the Loan is interest free, the value at risk is zero and therefore the Company is not required to seek shareholders’ approval pursuant to Rule 906 of the Catalist Rules.

3. PRINCIPAL TERMS OF THE LOAN AGREEMENT

The principal terms of the Loan Agreement are summarised as follows:

Principal Amount	:	Up to S\$3,500,000
Maturity Date	:	The Loan shall be due and payable on the date falling 24 months from the date of the Loan Agreement (the “ Maturity Date ”).
Interest	:	No interest is chargeable on the Loan
Repayment	:	The Loan shall be repaid in full on the Maturity Date.
Early Repayment	:	The Company may at any time after drawdown of the Loan make partial or full repayment of the principal amount outstanding.
Conditions	:	The obligation of the Lender to make available the Loan is subject to: (a) on or prior to each drawdown, there having been

delivered to the Lender, each in such form and substance satisfactory to the Lender acting reasonably, and certified on or dated, as the case may be, on the date of each drawdown, certified true copies of the resolutions of the board of directors of the Borrower approving the Borrower's entry into the Loan Agreement and the transactions contemplated hereunder; and

(b) the Lender occupying the position of Group Chief Executive Officer ("**Group CEO**") of the Borrower at the time of drawdown. For avoidance of doubt, in the event that the Lender ceases to be Group CEO, the Loan Agreement shall automatically terminate and there will be no further drawdown of the Loan. In addition, any and all amounts advanced under the Loan shall be repaid forthwith.

4. STATEMENT BY BOARD AND AUDIT COMMITTEE

The Board and the Audit Committee of the Company have reviewed the above IPT and are of the view that the IPT is not prejudicial to the interests of the Company and its minority shareholders.

5. INTERESTS OF DIRECTORS AND SUBSTANTIAL SHAREHOLDERS

Save as disclosed herein, none of the directors or substantial shareholders of the Company has any interest (other than their respective shareholding in the Company), direct or indirect, in the transactions set out in this announcement.

6. DOCUMENTS FOR INSPECTION

A copy of the Loan Agreement may be inspected at the correspondence office of the Company in Singapore at 100 Beach Road, #21-01, Shaw Tower, Singapore 189702 during normal business hours for a period of three (3) months from the date of this announcement.

7. DIRECTORS' RESPONSIBILITY STATEMENT

The Board collectively and individually accept full responsibility for the accuracy of the information given in this announcement and confirm after making all reasonable enquiries that, to the best of their knowledge and belief, this announcement constitutes full and true disclosure of all material facts about the transactions set out in this announcement and the Group, and the Board is not aware of any facts the omission of which would make any statement in this announcement misleading.

Where information in this announcement has been extracted from published or otherwise publicly available sources or obtained from a named source, the sole responsibility of the Board has been to ensure that such information has been accurately and correctly extracted from those sources and/or reproduced in this announcement in its proper form and context.

BY ORDER OF THE BOARD

Tan Soo Khoon Raymond
Executive Director
13 July 2018

This announcement has been prepared by the Company and its contents have been reviewed by the Company's Sponsor, Stamford Corporate Services Pte. Ltd. (the "Sponsor"), for compliance with the relevant rules of the Singapore Exchange Securities Trading Limited (the "SGX-ST").

The Sponsor has not independently verified the contents of this announcement. This announcement has not been examined or approved by the SGX-ST and the SGX-ST assumes no responsibility for the contents of this announcement, including the correctness of any of the statements or opinions made or reports contained in this announcement.

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