

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

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**LOAN AGREEMENT FOR TERM LOAN FACILITY OF S\$2,000,000**

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*Unless otherwise defined, all capitalised terms shall bear the same meanings as ascribed to them in the Company's announcement dated 20 June 2015.*

**1. INTRODUCTION**

The board of directors (the "**Board**") of LionGold Corp Ltd (the "**Company**") wishes to announce that on 15 October 2015, the Company has entered into a loan agreement (the "**Loan Agreement**") with Premier Equity Fund Sub Fund K (the "**Lender**") and Value Capital Asset Management Pte Ltd (the "**Manager**"), which is the manager of the Lender, pursuant to which the Lender has agreed to grant to the Company a term loan facility of S\$2,000,000 in principal amount (the "**Loan**"), on the terms and subject to the conditions of the Loan Agreement.

**2. PRINCIPAL TERMS OF THE LOAN AGREEMENT**

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

<b>Principal Amount</b>	:	S\$2,000,000.
<b>Interest</b>	:	The unpaid principal amount outstanding from time to time shall be subject to interest at the rate of 12.0% per annum and will be payable on the Maturity Date (as defined below).
<b>Maturity Date</b>	:	The Loan shall be due and payable on the date falling six (6) months from the date of the Loan Agreement (the " <b>Maturity Date</b> "). The Maturity Date may be extended on request by the Company for up to six (6) months subject to written consent being obtained from the Lender prior to the Maturity Date.
<b>Repayment</b>	:	The Loan shall be repaid in full, together with all accrued interest and other amounts due or owing to the Company in connection with the Loan, on the Maturity Date.
<b>Security</b>	:	As security for the Loan, the Company has undertaken to provide in favour of the Lender, an equitable charge over its shares in LionGold Australia Pty Ltd, which in turn holds 25,862,069 shares in A1 Consolidated Gold Limited, representing 5.79% of the total issued shares in A1 Consolidated Gold Limited. A1 Consolidated Gold Limited is listed on the Australian Stock Exchange.
<b>Costs and Expenses</b>	:	The Company has agreed to bear all reasonable

expenses of the Lender and the Manager incurred, including but not limited to fees and expenses of the Lender's and the Manager's legal and other professional advisers in connection with the preparation of the Loan Agreement, subject to an aggregate limit of S\$25,000.

The Company has also agreed to pay, upon execution of the Loan Agreement, an arranger fee of S\$35,000 to the Manager, to be deducted from the gross proceeds of the Loan.

The Company has further agreed that to facilitate this payment, subject to the relevant invoices being provided to the Company, all reasonable expenses payable by the Lender and the Manager shall be deducted by the Lender and the Manager directly from the Loan to be disbursed to the Company.

**Governing law** : The Loan Agreement is governed by Singapore law.

**3. RATIONALE AND USE OF PROCEEDS**

The Company has decided to enter into the Loan Agreement to fulfil its repayment obligations under the Bond Restructuring Agreement and provide general working capital.

**4. INFORMATION ON THE LENDER AND THE MANAGER**

The Lender is a sub fund of Premier Equity Fund and is managed by the Manager. The Manager is a fund management company incorporated in Singapore and registered with the Monetary Authority of Singapore. The Manager has been appointed and acts as the investment manager for the Lender.

The Manager is also the manager of two (2) other sub-funds of Premier Equity Fund that has dealings with the Company. Premier Equity Fund Sub Fund D is the New Bondholder pursuant to a Bond Restructuring Agreement dated 19 June 2015 as announced by the Company on 20 June 2015. Premier Equity Fund Sub Fund E, is the Subscriber of 2.5% redeemable convertible bonds due 2018 pursuant to a Subscription Agreement dated 19 June 2015 as announced by the Company on 20 June 2015. A special general meeting was convened on 14 September 2015 and the issue of the redeemable convertible bonds was duly approved by shareholders of the Company.

Other than as stated above and the Loan Agreement, neither the Lender nor the Manager has any other business dealings with the Company.

**5. INTERESTS OF DIRECTORS AND SUBSTANTIAL SHAREHOLDERS**

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

**6. DOCUMENTS AVAILABLE FOR INSPECTION**

A copy of the Loan Agreement may be inspected at the correspondence office of the Company in Singapore at 59 Mohamed Sultan Road #02-08 Sultan Link Singapore 238999 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 accepts 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 Khoo Raymond  
Executive Director  
16 October 2015

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

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

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