

CONVERTIBLE PROMISSORY NOTE

*\$48,275.00

Dated: December 31, 2012

FOR VALUE RECEIVED, the undersigned, Lion Gold Brazil, Inc., a Nevada corporation ("Maker"), hereby promises to pay to the order of Lion Share Ventures, Inc. ("Holder") the principal sum of up to Forty Eight Thousand Two Hundred Seventy Five Dollars and 00 cents (\$48,275.00) as set forth on Exhibit A attached hereto which shall be amended from time to time in the event that additional funds are loaned (or expenses advanced) to Maker by the Holder pursuant to this secured promissory note (the "Principal Amount"), on or by December 31, 2013 (the "Maturity Date"), plus accrued and unpaid interest as set forth below.

1. Principal and interest shall be payable in lawful money of the United States of America in immediately available funds, without any deduction, setoff or counterclaim, at the address of Holder specified herein.

2. This Note shall bear interest on the unpaid principal amount hereof commencing on the date hereof at a rate of 7.5% per annum. Upon the occurrence and during the continuance of an Event of Default, interest shall accrue on the unpaid principal amount of this Note, from the date of such default until the earlier of the date the principal sum is paid in full or, if applicable, the date such default is cured, at the rate of 15% per annum (but not higher than the applicable maximum rate provided by law). Accrued interest on the outstanding principal amount of this Note shall be payable on the Maturity Date, unless accelerated as a result of the occurrence of an Event of Default as set forth below.

3. The principal amount of this Note may be prepaid, at the option of Maker, in whole at any time, together with all accrued interest upon ten (10) days prior written notice to Holder.

4. (a) Prepayment Conversion. Notwithstanding anything contained in this Note to the contrary, Holder shall have the option, by written notice to Maker, at any time on or prior to the Maturity Date, to convert this Note into that number of fully paid and non-assessable shares of common stock of the Maker ("Common Stock") determined by dividing all of the unpaid principal and interest due on this Note as of the date of conversion by \$0.001; however, such number of shares to be issued shall not exceed the equivalent of a 65% discount to the current bid price of the Company's common trading stock. As a condition precedent to conversion of this Note into shares of Common Stock, the Holder will agree hereunder to execute a stock purchase agreement and other agreements customarily prepared in connection with the conversion of a Note into shares of Common Stock, and such signature on this Note shall be the same as a signature on the stock purchase agreement.

(b) Issuance of Securities on Conversion. As soon as practicable after conversion of this Note, Maker, at its expense, will cause to be issued in the name of and delivered to the Holder of this Note, a certificate or certificates representing the number of fully paid and non-assessable shares of Common Stock to which Holder shall be entitled on such conversion. No fractional shares will be issued on conversion of this Note; any fractional shares shall be rounded up to the nearest whole share. The default conversion rate of the stock shall be par value (\$.001) per share.

(c) Termination of Rights. All rights with respect to this Note shall terminate upon (i) the issuance of shares of Common Stock (as applicable) upon conversion of this Note pursuant to this Section 4; or (ii) upon payment, whether or not this Note has been surrendered. Notwithstanding

the foregoing, the Holder agrees to surrender this Note to Maker for cancellation as soon as is practicable following conversion of this Note.

5. This Note and any ancillary documents entered into in connection therewith, each as amended, extended or modified from time to time, are referred to collectively herein as the "Transaction Documents".

6. The unpaid principal amount of this Note, the accrued interest thereon and all other obligations of Maker hereunder (collectively, the "Obligations"), at the option of Holder, shall become immediately due and payable upon the occurrence of any of the following events of default ("Events of Default"):

(a) Maker shall fail to pay: (i) any principal or accrued interest under this Note within ten (10) days after the Maturity Date; or (ii) any of the other monetary obligations to be paid by it under this Note or any of the other Transaction Documents within 10 days of the due date for payment of same.

(b) Maker shall default in the observance or performance of any material agreements, covenants or conditions contained in this Note or in any other document or instrument referred to herein or therein (except the failure to pay monetary obligations) and fail to cure such default within 10 business days of the date Maker obtains notice thereof whether from Holder or otherwise.

(c) Any present or future representation or warranty made by or on behalf of Maker whether contained herein or in any of the other Transaction Documents shall be false or incorrect in any material respect when such representation or warranty is made.

(d) The occurrence of any of the following with respect to Maker: dissolution; termination of existence; insolvency; business cessation; calling of a meeting of creditors; appointment of a receiver for any property; assignment for the benefit of creditors or admit in writing its inability to pay its debts as they become due; failure to report to the Securities & Exchange Commission, OTCMarkets or any other regulatory agency regarding the Company's public company reporting requirements; voluntary commencement of any proceeding under any bankruptcy or insolvency law; commencement of any involuntary proceeding under any bankruptcy or insolvency law and if any such involuntary proceeding is not dismissed within 45 days or the relief requested is granted; entry of a court order which enjoins or restrains the conduct of business in the ordinary course.

7. Maker shall reimburse Holder for all costs and expenses incurred by Holder and shall pay the reasonable fees, disbursements and out of pocket expenses of counsel to Holder in connection with the enforcement of Holder's rights hereunder. Maker shall also pay any and all taxes (other than taxes on or measured by net income of the holder of this Note) recording fees, filing charges, search fees or similar items incurred or payable in connection with the execution and delivery of this Note.

8. Maker waives demand, presentment, protest and notice of any kind and consents to the release, surrender or substitution of any and all security or guarantees for the obligations evidenced hereby or other indulgence with respect to this Note, all without notice.

9. Maker shall indemnify, defend and save Holder harmless from and against any and all claims, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees,

disbursements and out of pocket expenses) of any nature whatsoever which may be asserted against or incurred by Holder arising out of or in any manner occasioned by or any failure by Maker to perform any of its obligations hereunder or pursuant to the Transaction Documents.

10. Maker agrees to do such further acts and to execute and deliver to Holder such additional agreements, instruments and documents as Holder may reasonably require or deem advisable to effectuate the purposes of this Note, or to confirm to Holder its rights, powers and remedies under this Note.

11. (a) Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered or transmitted personally by messenger, by recognized overnight courier, telecopied or mailed (by registered or certified mail, postage prepaid) as follows:

(i) If to Maker, one copy to:

Lion Gold Brazil, Inc.
8654 Gateshead Road
Alexandria VA 22039

(ii) If to the Holder:
Lionshare Ventures, LLC
27 Water Street
Suite 309
Wakefield MA 01880

(b) Each such notice or other communication shall be effective: (i) if given by telecopier, when such telecopy is transmitted to the telecopier number specified in Section 11(a) (with confirmation of transmission received by the sender); or (ii) if given by any other means, when received at the address specified in Section 11(a). Any party by notice given in accordance with this Section 11 to the other party may designate another address (or telecopier number) or person for receipt of notices hereunder.

12. This Note contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, with respect thereto.

13. This Note may be amended, superseded, cancelled, renewed or extended only by a written instrument signed by Holder and Maker. Any provisions hereof may be waived by a party but any such waiver must be in writing signed by such party and any such waiver shall be effective only in the specific instance and for the specific purpose for which given. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any such right, power or privilege, nor any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies that any party may otherwise have at law or in equity.

14. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed entirely within such State, without regard to the conflict of laws rules thereof.

15. Maker irrevocably: (a) agrees that any suit, action or other legal proceeding arising out of this Agreement may be brought in the courts of the State of New York or the courts of the United States located in New York County, New York; (b) consents to the jurisdiction of each court in any such suit, action or proceeding; (c) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts; (d) waives the right to assert any counterclaim in any such suit, action and proceeding; and (e) waives the right to a trial by jury in any such suit, action or other legal proceeding.

16. This Note and all of its provisions, rights and obligations shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives. Nothing herein express or implied is intended or shall be construed to confer upon or to give anyone other than the parties hereto and their respective heirs, legal representatives and successors any rights or benefits under or by reason of this Agreement and no other party shall have any right to enforce any of the provisions of this Agreement.

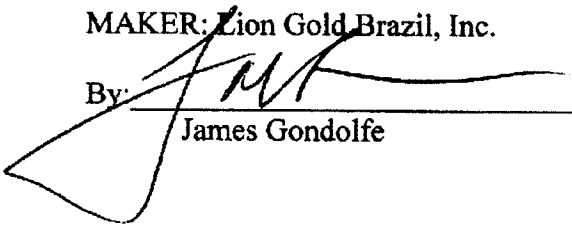
17. If any provision of this Note for any reason shall be held to be illegal, invalid or unenforceable, such illegality shall not affect any other provision of this Note, but this Note shall be construed as if such illegal, invalid or unenforceable provision had never been included herein.

IN WITNESS WHEREOF, the undersigned has executed this Secured Promissory Note as of the date first written above.

ATTEST:

MAKER: Lion Gold Brazil, Inc.

By:



James Gondolfe



Bank

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10/25/12



000562 06WD1D01

LIONSHARE VENTURES LLC
100 FRANKLIN ST FL 3
BOSTON , MA, 02110-1537

To: LIONSHARE VENTURES LLC

In accordance with your instructions, today we DEBITED your
account #: *****3926 for USD \$678.00.
If you have any questions, please contact your nearest TD Bank Branch
or call 1-888 751-9000.

The Wire transfer equivalent of CAD 653.31
Exchange rate: 1.0378
A wire transfer fee in the amount of \$40.00 has been deducted from your
account.

Sender Reference: 121025084908XI01

Beneficiary: Write Lines Inc Creative Media
Address: 111 140 East 17Th St
North Vancouver, Canada
Beneficiary Bank: Hsbc 016
Address: 1577 Lonsdale Ave
North Vancouver, Canada

Originator Bank Info: PURPOSE Pay Invoice
Bank to Bank info fields:

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Bank

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STATEMENT OF ACCOUNT

LIONSHARE VENTURES LLC

Page: 6 of 7
 Statement Period: Oct 01 2012-Oct 31 2012
 Cust Ref #: 8247943926-720-T-###
 Primary Account #: 824-7943926

DAILY ACCOUNT ACTIVITY

Electronic Payments (continued)

POSTING DATE	DESCRIPTION	AMOUNT
10/29	DEBIT CARD PURCHASE, AUT 102912 VISA DDA PUR COMCAST CABLE COMM 800 COMCAST * MA 4085373001103762	247.90
10/29	DEBIT CARD PURCHASE, AUT 102912 VISA DDA PUR VILLAGIO BOCA RATON * FL 4085373001103762	179.78
10/29	DEBIT CARD PURCHASE, AUT 102912 VISA DDA PUR MASSPORT AUTH LOGAN PK 2 EAST BOSTON * MA 4085373001103762	81.00
10/29	DEBIT CARD PURCHASE, AUT 102912 VISA DDA PUR HENRY S MARKET BEVERLY * MA 4085373001103762	44.26
10/29	DEBIT CARD PURCHASE, AUT 102912 VISA DDA PUR BOCA RATON BRIDGE HOTEL BOCA RATON * FL 4085373001103762	25.44
10/30	DEBIT CARD PURCHASE, AUT 103012 VISA DDA PUR PAYLESS CAR RENTAL FT LAUDERDALE * FL 4085373001103762	295.00
10/30	DEBIT CARD PURCHASE, AUT 103012 VISA DDA PUR PAYLESS CAR RENTAL FT LAUDERDALE * FL 4085373001103762	4.19
Subtotal:		8,903.95

Other Withdrawals

POSTING DATE	DESCRIPTION	AMOUNT
10/1	WIRE TRANSFER OUTGOING, Anslow and Jaclin, LLP	2,500.00
10/1	WIRE TRANSFER FEE	25.00
10/3	DEBIT	4,000.00
10/9	DEBIT	3,108.00
10/11	DEBIT	15,000.00
10/12	WIRE TRANSFER OUTGOING, DRMC, LLC	2,287.00
10/12	WIRE TRANSFER FEE	25.00
10/15	WIRE TRANSFER OUTGOING, Christopher Esposito	5,000.00
10/15	WIRE TRANSFER FEE	25.00
10/15	WIRE TRANSFER FEE	15.00
10/18	WIRE TRANSFER FEE	15.00
10/22	WIRE TRANSFER OUTGOING, Joshua Sodaitis	1,250.00
10/23	DEBIT	30,000.00
10/23	WIRE TRANSFER OUTGOING, Vocus, Inc.	3,712.50
10/23	WIRE TRANSFER FEE	25.00
10/25	WIRE TRANSFER OUTGOING, Write Lines Inc Creative Media	878.00
10/25	WIRE TRANSFER FEE	40.00

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 VIZ
 Newslr
 LGDI

Call 1-800-747-7000 for 24-hour Bank-by-Phone services or connect to www.tdbank.com



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STATEMENT OF ACCOUNT

LIONSHARE VENTURES LLC

Page: 5 of 6
Statement Period: Nov 01 2012-Nov 30 2012
Cust Ref #: 8247943926-720-T-###
Primary Account #: 824-7943926

DAILY ACCOUNT ACTIVITY

Electronic Payments (continued)

Table with columns: POSTING DATE, DESCRIPTION, AMOUNT. Includes entries for DEBIT CARD PURCHASE, TD ATM DEBIT, DEBIT POS, and DEBIT CARD PURCHASE.

Subtotal: 5,869.44

Other Withdrawals

Table with columns: POSTING DATE, DESCRIPTION, AMOUNT. Includes entries for WIRE TRANSFER OUTGOING, DEBIT, and WIRE TRANSFER FEE. Includes handwritten notes like 'Creative Media', 'C2A Lease', and 'C2A direct invest'.

Call 1-800-747-7000 for 24-hour Bank-by-Phone services or connect to www.tdbank.com



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000475 06WD1801

LIONSHARE VENTURES LLC
100 FRANKLIN ST FL 3
BOSTON, MA 02110-1537

To: LIONSHARE VENTURES LLC

This letter serves as notification of the following Outgoing Wire Transfer debited to your account number *****3926 on 10/26/2011. If you have any questions, please contact your nearest TD Bank Branch or call 1-800-YES-2000.

Amount:	86,697.00
Beneficiary:	Gold Mines Brazil
Account Number:	*****8773
Address:	Rua Bela Cintra 1538 Apt 12 Sp -01415-001 Sao Paulo, Brazil
Sender Bank Name:	TD BANK MA
ABA Number:	211370545
FRB Outgoing Confirmation Number:	20111026C1B76E1C001156
Reference Number:	111026084508X104
By Order Of:	LIONSHARE VENTURES LLC
Account Number:	*****3926
Address:	100 FRANKLIN ST FL 3 BOSTON, MA 02110-1537
Receiver Bank Name:	STANDARD CHARTERED
ABA Number:	026002561
Originator Bank:	
Account Number:	
Address:	
Reference for Beneficiary:	
Originator to Beneficiary:	
Bank to Bank Information:	
Miscellaneous Information:	

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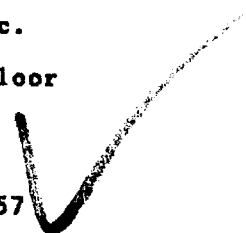
000719 06WD1H01

LIONSHARE VENTURES LLC
100 FRANKLIN ST FL 3
BOSTON, MA 02110-1537

To: LIONSHARE VENTURES LLC

This letter serves as notification of the following Outgoing Wire Transfer debited to your account number *****3926 on 10/31/2012. If you have any questions, please contact your nearest TD Bank Branch or call 1-800-YES-2000.

Amount:	\$4,200.00
Beneficiary:	OTC Markets Group Inc.
Account Number:	*****2302
Address:	304 Hudson St. 2nd floor New York NY 10013
Sender Bank Name:	TD BANK MA
ABA Number:	211370545
FRB Outgoing Confirmation Number:	20121031C1B76E1C000457
Reference Number:	121031090224H600
By Order Of:	LIONSHARE VENTURES LLC
Account Number:	*****3926
Address:	900 CUMMINGS CTR STE B07U BEVERLY MA 01915-6109
Receiver Bank Name:	JPMORGAN CHASE BAN
ABA Number:	021000021
Originator Bank:	
Account Number:	
Address:	



Reference for Beneficiary:
Originator to Beneficiary: Lion Gold Brazil (LGBI) invoice # I206899
Bank to Bank Information:
Miscellaneous Information:

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Page 01

000719 06WD1H01 000719

OTC Markets

INVOICE #	1206899
Invoice Date	10/1/2012
Customer Number	102177
Service Location ID	102177

Bill To
 Lion Gold Brazil, Inc.
 Reuven Abraham Abergel
 8654 Gateshead Road
 Suite B
 Alexandria, VA 22309
 UNITED STATES

OTC Markets Group Inc.
 304 Hudson St., 2nd Floor
 New York, NY 10013-1015
 Federal Tax ID 13-3941069

Description	Start Date	End Date	Quantity	Unit Price	Amount
Service Charges OTC Disclosure and News Service	11/1/12	10/31/13	1	\$4,200.00	\$4,200.00
					\$4,200.00
					0.00
					\$4,200.00

LSV/K
** PAID*
Wike
10/31/12.
TD Amer
confirm #
454357

Service Location
 Lion Gold Brazil, Inc.
 Jay Pignatello
 8654 Gateshead Road
 Alexandria, VA 22309
 United States

Wire funds to:
 JP Morgan Chase
 ABA Routing Number: 021000021
 OTC Markets Group Inc.
 Account #: 764232302
 SWIFT: CHASUS33

Mail checks to our lockbox at:
 OTC Markets Group Inc.
 PO Box 29959
 New York NY 10087-9959

For Invoice inquiries: 212-896-4405
 or billing@otcmarkets.com

PLEASE REFERENCE INVOICE NUMBER 1206899 WITH PAYMENT

PLEASE PAY UPON RECEIPT



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000696 06WD1R01

LIONSHARE VENTURES LLC
100 FRANKLIN ST FL 3
BOSTON, MA 02110-1537

To: LIONSHARE VENTURES LLC

This letter serves as notification of the following Outgoing Wire Transfer debited to your account number *****3926 on 11/15/2012.
If you have any questions, please contact your nearest TD Bank Branch or call 1-800-YES-2000.

Amount:	\$10,500.00
Beneficiary:	Lion Mineracao Ltda
Account Number:	*****/399
Address:	Av Jorn Ricardo Marinho 360 Sl 113 Barra Da Tijuca Rio De Janeiro, Brazil
Sender Bank Name:	TD BANK MA
ABA Number:	211370545
FRB Outgoing Confirmation Number:	20121115C1B76E1C004067
Reference Number:	121115140118XI09
By Order Of:	LIONSHARE VENTURES LLC
Account Number:	*****3926
Address:	100 FRANKLIN ST FL 3 BOSTON, MA 02110-1537
Receiver Bank Name:	STANDARD CHART
ABA Number:	026002561
Originator Bank:	
Account Number:	
Address:	
Reference for Beneficiary:	
Originator to Beneficiary:	; PURPOSE: Transfer of funds
Bank to Bank Information:	{6500} 1968*
Miscellaneous Information:	



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000530 06WD1101

LIONSHARE VENTURES LLC
100 FRANKLIN ST FL 3
BOSTON, MA 02110-1537

To: LIONSHARE VENTURES LLC

This letter serves as notification of the following Outgoing Wire Transfer debited to your account number *****3926 on 12/07/2011.
If you have any questions, please contact your nearest TD Bank Branch or call 1-800-YES-2000.

Amount:
Beneficiary:
Account Number:
Address:

\$6,700.00
~~Saint Mipha Brazil~~
*****77-3
Rua Bela Cintra 1538 Apt 12
01415-001
Sao Paulo, Brazil

Sender Bank Name:
ABA Number:
FRB Outgoing Confirmation Number:
Reference Number:
By Order Of:
Account Number:
Address:

TD BANK MA
211370545
20111207C1B76E1C001558
111207111334XI02
LIONSHARE VENTURES LLC
*****3926
100 FRANKLIN ST FL 3
BOSTON, MA 02110-1537
STANDARD CHARTERED
026002561

Receiver Bank Name:
ABA Number:
Originator Bank:
Account Number:
Address:

Reference for Beneficiary:
Originator to Beneficiary:
Bank to Bank Information:
Miscellaneous Information:

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000531 06WD1101
LIONSHARE VENTURES LLC
100 FRANKLIN ST FL 3
BOSTON, MA 02110-1537

To: LIONSHARE VENTURES LLC

This letter serves as notification of the following Outgoing Wire Transfer debited to your account number *****3926 on 12/07/2011. If you have any questions, please contact your nearest TD Bank Branch or call 1-800-YES-2000.

Amount:	\$5,000.00
Beneficiary:	Luiz Mauricio Ferrazueli Azevedo
Account Number:	*****3197
Address:	R. Jorn Ricardo Marinho 360 Rio de JaneiroNA TD BANK NH 011400071
Sender Bank Name:	
ABA Number:	
FRB Outgoing Confirmation Number:	20111207C1B76E1C000859
Reference Number:	111207103924XI00
By Order Of:	LIONSHARE VENTURES LLC
Account Number:	*****3926
Address:	100 FRANKLIN ST FL 3 BOSTON, MA 02110-1537 STANDARD CHARTERED 026002561
Receiver Bank Name:	
ABA Number:	
Originator Bank:	
Account Number:	
Address:	
Reference for Beneficiary:	CDFA-8PBL5U
Originator to Beneficiary:	
Bank to Bank Information:	
Miscellaneous Information:	

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000606 06WD1301

LIONSHARE VENTURES LLC
100 FRANKLIN ST FL 3
BOSTON, MA 02110-1537

To: LIONSHARE VENTURES LLC

This letter serves as notification of the following Outgoing Wire Transfer debited to your account number *****3926 on 12/09/2011.
If you have any questions, please contact your nearest TD Bank Branch or call 1-800-YES-2000.

Amount:	\$7,500.00
Beneficiary:	Luis Mauricio Ferreira Azevedo
Account Number:	*****3197
Address:	R. Jorn Ricardo Marinho 360 Rio De JaneiroNA
Sender Bank Name:	TD BANK MA
ABA Number:	211370545
FRB Outgoing Confirmation Number:	20111209C1B76E1C002489
Reference Number:	111209144427X102
By Order Of:	LIONSHARE VENTURES LLC
Account Number:	*****3926
Address:	100 FRANKLIN ST FL 3 BOSTON, MA 02110-1537
Receiver Bank Name:	CITIBANK N.A.
ABA Number:	021000089
Originator Bank:	
Account Number:	
Address:	
Reference for Beneficiary:	IBML-8PDQUF
Originator to Beneficiary:	
Bank to Bank Information:	
Miscellaneous Information:	

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000553 06WD1401

LIONSHARE VENTURES LLC
100 FRANKLIN ST FL 3
BOSTON, MA 02110-1537

To: LIONSHARE VENTURES LLC

This letter serves as notification of the following Outgoing Wire Transfer debited to your account number *****3926 on 12/12/2011. If you have any questions, please contact your nearest TD Bank Branch or call 1-800-YES-2000.

Amount:	\$6,000.00
Beneficiary:	Gold Mines Brazil
Account Number:	*****8773
Address:	Rua Bela Cintra 1538 Apt 12 Sao Paulo, Brazil
Sender Bank Name:	TD BANK MA
ABA Number:	211370545
FRB Outgoing Confirmation Number:	20111212C1B76E1C002988
Reference Number:	111212083505X105
By Order Of:	LIONSHARE VENTURES LLC
Account Number:	*****3926
Address:	100 FRANKLIN ST FL 3 BOSTON, MA 02110-1537
Receiver Bank Name:	STANDARD CHART
ABA Number:	026002561
Originator Bank:	
Account Number:	
Address:	
Reference for Beneficiary:	
Originator to Beneficiary:	
Bank to Bank Information:	
Miscellaneous Information:	

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