
RIVIERA RESOURCES LIMITED
ACN 128 806 977

NOTICE OF GENERAL MEETING

TIME: 10.00am (WST)

DATE: 13 September 2010

PLACE: Parkinson Corporate
Level 1, 322 Hay Street
Subiaco, Western Australia

This Notice of Meeting should be read in its entirety. If Shareholders are in doubt as to how they should vote, they should seek advice from their professional advisers prior to voting.

Should you wish to discuss the matters in this Notice of Meeting please do not hesitate to contact the Company Secretary on + 61 8 9388 9744.

CONTENTS PAGE

Letter to Shareholders	4
Section 1 Notice of General Meeting (setting out the proposed resolutions)	5
Section 2 Explanatory Statement (explaining the proposed resolutions)	8
Section 3 Glossary	30
Schedule 1 Terms of Class A Performance Shares	32
Schedule 2 Terms of Class B Performance Shares	34
Schedule 3 Terms of Class C Performance Shares	36
Schedule 4 Vendors of SAFM	38
Schedule 5 Terms of Options	39
Proxy Form	40

CRITICAL DATES FOR SHAREHOLDERS

Event	Date
Cut off for lodging proxy form for General Meeting	10.00am WST on 11 September 2010
Snapshot date for eligibility to vote at the General Meeting	5pm WST on 11 September 2010
Suspension of Riviera's securities from trading on ASX at the opening of trading	13 September 2010
General Meeting to approve the change of activities and other matters	13 September 2010
Last day for trading in pre-Consolidation securities	14 September 2010
Riviera to send notice to each security holder confirming the number of securities held post-Consolidation	22 September 2010
Settlement of the Acquisition and issue of Shares under the Capital Raising	23 September 2010
Anticipated date the suspension of trading of Shares is lifted and the re-listing of Riviera on ASX on a post-Consolidation basis	27 September 2010

Note – The dates set out above are indicative only and subject to change.

TIME AND PLACE OF MEETING AND HOW TO VOTE

VENUE

The General Meeting of the Shareholders of Riviera Resources Limited which this Notice of Meeting relates to will be held at 10.00am (WST) on 13 September 2010 at:

Parkinson Corporate
Level 1, 322 Hay Street
Subiaco, Western Australia

YOUR VOTE IS IMPORTANT

The business of the General Meeting affects your shareholding and your vote is important.

VOTING IN PERSON

To vote in person, attend the General Meeting on the date and at the place set out above.

VOTING BY PROXY

To vote by proxy, please complete and sign the proxy form enclosed:

- (a) send the proxy form by post to Riviera Resources Limited, Level 1, 322 Hay Street, Subiaco, 6008; or
- (b) by facsimile to the Company on facsimile number + 61 8 9388 9755,

so that it is received not later than 10.00am WST on 11 September 2010.

Proxy forms received later than this time will be invalid.

CHAIRMAN'S LETTER

Dear Shareholder

I have pleasure in presenting what the Board of Directors believe is an exciting opportunity for our Company.

Riviera Resources Limited (**Riviera**) is currently an Australian based mineral exploration company, targeting gold and other base metals.

On 24 March 2010, the Company announced that it had signed an agreement to acquire the mineral rights and property at Ponte Verde, located in the heart of the Iron Ore Quadrilateral, 40 kilometres from the town of Belo Horizonte in Minas Gerais State, Southern Brazil (**Project**) via acquisition of the Project's holding company, SAFM Mineracao Limitada (**SAFM Brazil**).

Subsequently, a formal share sale and purchase agreement was executed pursuant to which Riviera has agreed to acquire 100% of the issued capital of South American Ferro Metals Limited (**SAFM**). SAFM owns 100% of SAFM Brazil, which in turn owns 100% of the Project.

The acquisition is subject to the satisfaction of a number of conditions, including approval from Riviera's Shareholders, which is being sought at this General Meeting.

The Riviera Board considers this to be an excellent opportunity for Riviera to transform from gold exploration company to an iron ore producer in one of the world's prime iron ore producing regions.

I ask that you read the Notice of Meeting and attached Explanatory Statement carefully, and trust you will agree with the Board that this change of direction is a transformational opportunity for Riviera.

Yours sincerely



Mark Foster
Chairman

NOTICE OF GENERAL MEETING

Notice is given that the General Meeting of Shareholders of Riviera Resources Limited will be held at Parkinson Corporate, Level 1, 322 Hay Street, Subiaco, Western Australia at 10.00am WST on 13 September 2010.

The Explanatory Statement to this Notice of Meeting provides additional information on matters to be considered at the General Meeting. The Explanatory Statement and the proxy form are part of this Notice of Meeting.

The Directors have determined pursuant to Regulation 7.11.37 of the Corporations Regulations 2001 (Cth) that the persons eligible to vote at the General Meeting are those who are registered Shareholders of the Company on 11 September 2010 at 5.00pm (WST).

Terms and abbreviations used in this Notice of Meeting and Explanatory Statement are defined in the Glossary.

AGENDA

1. RESOLUTION 1 – CHANGE TO NATURE AND SCALE OF ACTIVITIES

To consider and, if thought fit, to pass, with or without amendment, the following resolution as an **ordinary resolution**:

"That, subject to the passing of Resolutions 2 and 3, for the purpose of ASX Listing Rule 11.1.2 and for all other purposes, approval is given for the Company to make a significant change to the nature and scale of its activities as described in the Explanatory Statement."

Voting Exclusion: The Company will disregard any votes cast on this Resolution by any person who may obtain a benefit, except a benefit solely in the capacity of a security holder, if this Resolution is passed and any associates of those persons. However, the Company need not disregard a vote if it is cast by a person as a proxy for a person who is entitled to vote in accordance with the directions on the Proxy Form or it is cast by the person chairing the meeting as proxy for a person who is entitled to vote, in accordance with a direction on the Proxy Form to vote as the proxy decides.

2. RESOLUTION 2 – ISSUE OF SHARES TO THE VENDORS OF SOUTH AMERICAN FERRO METALS LIMITED AND VARIATION OF CLASS RIGHTS

To consider and, if thought fit, to pass, with or without amendment, the following resolution as a **special resolution**:

"That, subject to the passing of Resolutions 1 and 3, for the purpose of ASX Listing Rule 7.1, Section 246B of the Corporations Act, clause 2.4 of the Constitution of the Company and for all other purposes, Shareholders approve and authorise the Directors to allot and issue (on a pre-Consolidation basis):

- (a) 167,955,934 Shares;
- (b) 167,955,934 Class A Performance Shares;
- (c) 167,955,934 Class B Performance Shares; and
- (d) 167,955,934 Class C Performance Shares,

to the Vendors (being the persons listed in Schedule 4), as consideration for the acquisition of all of the issued capital of South American Ferro Metals Limited on the terms and conditions in the Explanatory Statement."

Voting Exclusion Statement: The Company will disregard any votes cast on this resolution by the Vendors and any person who might obtain a benefit, except a benefit solely in the capacity of a holder of ordinary securities, if the Resolution is passed, and any of their associates. However, the Company need not disregard a vote if it is cast by a person as a proxy for a person who is entitled to vote in accordance with the directions on the Proxy Form or it is cast by the person chairing the meeting as proxy for a person who is entitled to vote, in accordance with a direction on the Proxy Form to vote as the proxy decides.

3. RESOLUTION 3 – CONSOLIDATION OF CAPITAL

To consider and, if thought fit, to pass, with or without amendment, the following resolution as an **ordinary resolution**:

"That, subject to the passing of Resolutions 1 and 2, for the purpose of Section 254H of the Corporations Act, Listing Rule 2.1 Condition 2, clause 10.1(b) of the Constitution and for all other purposes, the issued capital of the Company be consolidated on the basis that:

(a) every two Shares be consolidated into one (1) Share; and

(b) every two Options be consolidated into one (1) Option,

and where this consolidation results in a fraction of a Share or Option being held by a Shareholder or Optionholder (as the case may be), the Directors be authorised to round that fraction up to the nearest whole Share or Option."

4. RESOLUTION 4 – CAPITAL RAISING

To consider and, if thought fit, to pass, with or without amendment, the following resolution as an **ordinary resolution**:

"That, for the purpose of ASX Listing Rule 7.1 and for all other purposes, approval is given for the Directors to allot and issue Shares raising a total of up to \$15,000,000 on the terms and conditions set out in the Explanatory Statement."

Voting Exclusion: The Company will disregard any votes cast on this Resolution by any person who may participate in the proposed issue and a person who might obtain a benefit, except a benefit solely in the capacity of a holder of ordinary securities, and any associates of those persons. However, the Company need not disregard a vote if it is cast by a person as a proxy for a person who is entitled to vote in accordance with the directions on the Proxy Form or it is cast by the person chairing the meeting as proxy for a person who is entitled to vote, in accordance with a direction on the Proxy Form to vote as the proxy decides.

5. RESOLUTION 5 – ISSUE OF OPTIONS TO CPS SECURITIES

To consider and, if thought fit, to pass, with or without amendment, the following resolution as an **ordinary resolution**:

"That, for the purpose of ASX Listing Rule 7.1 and for all other purposes, approval is given for the Directors to allot and issue up to 5,000,000 Options (on a post-Consolidation basis) at an issue price of \$0.001 each to Cunningham Paterson Sharbanee Securities Pty Ltd on the terms and conditions set out in the Explanatory Statement."

Voting Exclusion: The Company will disregard any votes cast on this Resolution by any person who may participate in the proposed issue and a person who might obtain a benefit, except a benefit solely in the capacity of a holder of ordinary securities, and any associates of those persons. However, the Company need not disregard a vote if it is cast by a person as a proxy for a person who is entitled to vote in accordance with the directions on the Proxy Form or it is cast by the person chairing the meeting as proxy for a person who is entitled to vote, in accordance with a direction on the Proxy Form to vote as the proxy decides.

6. RESOLUTION 6 – CHANGE OF NAME

To consider and, if thought fit, to pass, with or without amendment, the following resolution as a **special resolution**:

“That, subject to the passing of all other Resolutions, pursuant to Section 157(1) of the Corporations Act and for all other purposes, the name of the Company be changed to “South American Ferro Metals Limited.””

DATED: 11 AUGUST 2010

BY ORDER OF THE BOARD



**Mr Philip Re
Managing Director
RIVIERA RESOURCES LIMITED**

EXPLANATORY STATEMENT

This Explanatory Statement has been prepared for the information of the Shareholders of the Company in connection with the business to be conducted at the General Meeting to be held at Level 1, 322 Hay Street, Subiaco, Western Australia at 10.00am WST on 13 September 2010.

The purpose of this Explanatory Statement is to provide information which the Directors believe to be material to Shareholders in deciding whether or not to pass the Resolutions in the Notice of Meeting.

1. OVERVIEW OF THE CHANGE OF ACTIVITIES

1.1 Background

Riviera is a public company listed on the official list of ASX (ASX code: RVE).

The Company presently operates as an Australian based mineral exploration company, targeting gold and other base metals. The Company's main project is currently its 100% owned Three Sisters Project located 250km south of Charters Towers in Central Eastern Queensland, which comprises two separate tenements, EPM 14588 and EPM 15517.

As first announced to ASX on 24 March 2010, Riviera intends to change the nature and scale of its activities to include iron ore exploration and production in Brazil.

1.2 Acquisition of Brazilian Assets

Riviera has entered into a share sale and purchase agreement (**Share Sale and Purchase Agreement**) with the persons named in Schedule 4 (**Vendors**) to purchase 100% of the issued capital of South American Ferro Metals Limited (**SAFM**). SAFM holds 100% of the issued capital in SAFM Mineracao Limitada (**SAFM Brazil**), which in turn owns the Ponte Verde iron ore project situated approximately 40km south of the city of Belo Horizonte in Brazil (**Project**).

In consideration for the acquisition of SAFM (**Acquisition**), Riviera will issue to the Vendors (pro rata in accordance with their interest in SAFM) 167,955,934 Shares and 503,867,802 performance shares (**Performance Shares**) which shall convert into fully paid ordinary shares in the capital of the Company on a one-for-one basis upon achievement of the relevant milestones, as set out in the following table:

Class of Performance Share	Number of Performance Shares*	Milestone
Class A	167,955,934	The production run rate from the Project over a continuous three (3) month period reaching 800,000 tonnes per annum.
Class B	167,955,934	The Company identifying a JORC compliant resource of iron ore on the Project reaching or exceeding 50,000,000 tonnes.
Class C	167,955,934	a) The Company identifying a JORC compliant resource of iron ore on the Project reaching or exceeding 140,000,000 tonnes; or

		b) the production run rate over a continuous twelve (12) month period reaching 800,000 tonnes per annum, whichever may occur first.
Total	503,867,802	

*Note: these figures are on a pre-Consolidation basis

Full terms of the Performance Shares are set out in Schedules 1 to 3.

At completion of the Acquisition, the following Vendors will be substantial shareholders of the Company:

- (a) Massif Limited;
- (b) Grafton Resources Investments;
- (c) Tin Zone Holdings Ltd;
- (d) Sun Wing Group Ltd; and
- (e) Topix Management Ltd.

These shareholders will hold under 10% of the share capital of the Company, with the exception of Grafton Resources Limited who will hold 11.6% of the Company.

1.3 Summary of the Share Sale and Purchase Agreement

The material terms and conditions of the Share Sale and Purchase Agreement are as follows:

- (a) **(Consideration):** in consideration for the acquisition of SAFM Brazil, Riviera shall issue to the Vendors (on a pre-Consolidation basis):
 - (i) 167,955,934 Shares;
 - (ii) 167,955,934 Class A Performance Shares;
 - (iii) 167,955,934 Class B Performance Shares; and
 - (iv) 167,955,934 Class C Performance Shares,

(together, the **Consideration Shares**);
- (b) **(Conditions Precedent):** the Share Sale and Purchase Agreement is conditional upon the following material conditions:
 - (i) Riviera obtaining all necessary Shareholder approvals required by the Corporations Act and the Listing Rules in relation to the Acquisition;
 - (ii) ASX approving the terms of the Performance Shares;
 - (iii) Riviera receiving a letter from ASX confirming that ASX will grant conditional re-quotations of the Shares on the Official List, on terms acceptable to Riviera and the Vendors;

(iv) Riviera giving notice to the Vendors' representative confirming that it is satisfied that no event, change, condition, matter, result or circumstance (or any combination of events, changes, conditions, matters, results or circumstances);

(A) has occurred;

(B) been disclosed; or

(C) become known to Riviera;

including any breach of a warranty between the date of the Share Sale and Purchase Agreement and settlement of the Share Sale and Purchase Agreement, which, in the reasonable opinion of Riviera, will have, could reasonably be expected to have, has had, or has evidenced that there has been, a material adverse effect in respect of SAFM or SAFM Brazil; and

(v) between the date of execution and settlement of the Share Sale and Purchase Agreement, no prescribed event set out in section 652C of the Corporations Act occurring in respect of Riviera, SAFM or SAFM Brazil.

If these conditions are not satisfied by 5pm (WST) on 30 September 2010, the Share Sale and Purchase Agreement shall terminate and the parties will be released from their obligations thereunder.

1.4 Information relating to the Project

The Project is located in the heart of the Iron Ore Quadrilateral in Brazil, 40 kilometres from the town of Belo Horizonte in the state of Minas Gerais, Southern Brazil. The Iron Ore Quadrilateral is a prolific iron ore mining area, and the Project is located proximate to established mining operations and existing infrastructure.

The Company anticipates implementing a further drilling program upon completion of the Acquisition in order to define a resource. Subject to the results of this programme, the Company anticipates commencing production from the Project in late 2010. SAFM Brazil owns the existing plant on the Project.

The Project will continue to be managed by the existing local, experienced and proven SAFM management team in Brazil. The management team is led by General Manager Rodrigo Branco, who has worked in the iron ore industry for over 20 years and previously worked for Vale do Rio Doce (Vale). Rodrigo has the support of mining engineers, geologists, administrative staff and other external specialised contactors who will also assist in developing the Project.

Further information regarding the tenure of the mineral rights in the Project is set out in Section 1.8 of this Explanatory Statement.

1.5 Project geology

Regional Geology

The Project is situated within the limits of the Quadrilátero Ferrífero (the Iron Quadrangle), in the southern portion of the São Francisco Craton, characterised as cratonic core which became stabilised in the Lower Proterozoic.

The most important lithostratigraphic units of the Quadrilátero Ferrífero are represented by granite-gneiss terranes ranging in age from the Archean to the Paleoproterozoic, Archean greenstone belts (Rio das Velhas Supergroup), Paleoproterozoic metasedimentary sequences of the Minas Supergroup and Itacolomi Group and intrusive rocks that are younger than the Minas Supergroup.

The large iron deposits of the Quadrilátero Ferrífero are found in the banded-iron formation (locally known as itabirite of the Minas Supergroup), which consist of four Paleoproterozoic sequences. The lower unit is the Caraça Group, composed of alluvial conglomerates and sandstones, which grade towards the top to marine pelitic sediments. The intermediate unit of the Minas Supergroup is the Itabira Group, consisting mainly of chemical metasedimentary rocks. An extensive layer of banded iron formations (**BIFs**) of different compositions occurs at the base of the Itabira Group and, along with hematite and dolomitic phyllite, marble and dolomite comprise the Cauê and the Gandarela Formations, respectively. These formations are overlain by the Piracicaba Group, composed of schists, phyllites, carbonaceous phyllites, quartzites and cherts, of the Cercadinho, Fecho do Funil, Taboões and Barreiro Formations. The upper sequence of the Minas Supergroup is the Sabará Group, a sequence of metamorphosed volcanoclastic rocks, turbidities, conglomerates and BIFs, suggesting that these belong to the Transamazonian Orogeny (2.1 – 2.7 Ga) period. Overlying the Minas Supergroup, in erosive and angular nonconformity, is the Itacolomi Group composed of a succession of meta-sandstones and metaconglomerates (<2.1 Ga). Granite post-Minas, pegmatite, and metamorphosed diabase mafic dikes intruded the rocks of the Rio das Velhas and Minas Supergroups. Some of these granites and pegmatites have radiometric ages varying from 2.06 to 2.08 Ga. Foliated and metamorphosed mafic dykes occur throughout the Quadrilátero Ferrífero, one of them dating from 1.7 Ga. Diabase and gabbro, unaffected by metamorphism, are also found locally.

A lateritic cap (canga) occurs in the iron deposits and host rocks. The canga is composed of several detrital fragments, usually iron ore or itabirite, cemented by goethite.

The rocks from the area show a complex deformation history, with complex structure indicating at least three distinct tectonic phases in which anticlines and synclines, topographically inverted and intensely faulted, stand out in addition to aligned ridges and cliffs.

Geomorphology

The quartzite and the ferruginous concretions (canga) are the most erosion-resistant rocks, and form ridges and hills ranging between 1200m and 2000m in elevation. These units form the boundary of the region known as the Quadrilátero Ferrífero. Rocks exterior to the Quadrilátero Ferrífero are polyconvex hills of crystalline basement, at an altitude of between 800 and 900m. The interior of the Quadrilátero Ferrífero comprises the Rio das Velhas Supergroup, at an altitude of between 1100 to 1200m, drained to the north by the Rio das Velhas (São Francisco River basin). The western boundary forms the divide between the Rio das Velhas and the Rio Piracicaba (Doce River basin).

In areas where slopes are steep and altitudes are high, soils are relatively shallow and covered with field vegetation. At intermediate heights, some areas are still covered by semi-deciduous seasonal forest and riparian or gallery forests follow part of the watercourses in the region. Between these areas and the field vegetation, the field-cerrado (Brazilian savannas) is dominant.

Deposit Geology

The Project is located within the eastern flank of the north-south striking Moeda Syncline, and is underlain by rocks of the Itabira and Piracicaba Groups, of the Minas Supergroup. The iron and manganese deposits in the area are related to the Cauê and Gandarela Formations, respectively. The manganese deposits are generally in areas of low relief, whereas the iron ore deposits form steep hills and ridges. Canga deposits in the southern central region of the Moeda Syncline were mined in the past.

The main lithologies present in the Project area are soft itabirite (medium to poor) of the Cauê and Gandarela Formation, clastic metasedimentary rocks (quartzite and phyllite) of the Moeda and Batatal Formations and dolomites and weathered iron-manganese formations of the Gandarela Formation, in addition to Tertiary argillaceous sedimentary deposits, cangas and soil coverage.

The Ponte Verde orebody occurs continuously over more than 2km, from the southern boundary to the central part of the Project area. In this region, the Cauê formation is oriented towards N30° to 45°E with thickness varying around 100m. Thickness variation is controlled by second-order internal folding, with folds axes oriented NE-SW. These folds produce strong variations in the dip of the layers, ranging from 20° to 85° to both the SE and NW.

Topography

SAFM conducted a topographic survey of all the mined areas, dikes, waste dumps, and other structures within the boundaries of its Mining Permit and a number of other structures outside of its Mining Permit.

In general, the survey conducted by SAFM is sufficiently detailed and based on good topographic landmarks which were geo-referenced by transposition of coordinates from base stations approved by the IBGE (Brazilian Institute of Geography and Statistics).

Drilling

Information gathered by work prepared by the previous vendors, independent contractors and data obtained from the drilling of over 3000 metres (28 drill holes) indicates an initial exploration target of 140 to 150 million tonnes of Haematite rich Itabirite Ore, at a range of 33.3% to 41.1% Fe in-situ. The potential quality and grade of this mineralisation is conceptual in nature, and there has been insufficient exploration to define a Mineral Resource. Further exploration will be required to further the determination of a Mineral Resource.

The information in this Explanatory Statement relating to exploration activities on the Project is based on information compiled by Nicholas Revell who is a member of the Australasian Institute of Mining and Metallurgy. Mr Revell has sufficient experience which is relevant to the style of mineralisation and type of deposit under consideration and to the activity which he is undertaking to qualify as a Competent Person as defined in the 2004 Edition of the "Australasian Code for reporting of Exploration Results, Mineral Resources and Ore Reserves". Mr Revell consents to inclusion in this Notice of Meeting of the information relating to the Ponte Verde Project in the form and context in which it appears.

1.6 Project infrastructure

SAFM Brazil owns the existing infrastructure at the Project. The Company intends to undertake a feasibility study to evaluate the upgrading of infrastructure and mining operations to increase production rates. The Company anticipates that production will commence from known near-surface sources and continuation of past mining

areas. As such, there is a low risk that such ore sources will not be readily available for early exploitation.

Current installed equipment includes a belt feeder, primary jaw crusher, secondary jaw crushers (two operating parallel and one on standby), two double deck screens and belt conveyors.

SAFM has replaced the entire electrical cabling, some electrical motors, the belt conveyors' accessories and created new electrical and control rooms. This equipment is in good condition but is not sufficient for a wet operation. The remaining plant infrastructure is also in good condition. An upgrade to wet operation would allow increased yield and therefore higher ore grades.

The Project is well served by unpaved roads in good condition and is located close to highways.

1.7 Mining tenure in Brazil

Overview

The government agency responsible for mining administration and mineral production data is Brazil's Departamento Nacional de Produção Mineral (**DNPM**) or National Department of Mineral Production.

The exploration and exploitation of mineral resources in Brazil is defined and regulated by the 1967 Mining Code (Executive Law No. 227 of 28 February 1967). Mining activity in Brazil requires the grant of concessions from the DNPM who are responsible for enforcing the Mining Code and its complementary legal provisions. Tenure in Brazil essentially consists of exploration applications, exploration licences and mining concessions.

The process of acquiring title to a mineral property in Brazil is a phased procedure involving progressive categories of title as exploration and development work advances. Tenure is secure as long as the title holder meets clearly defined obligations over time, but the process of acquiring title can be lengthy. Typically the area covered by concessions varies from 10,000 ha in extent for the Amazon region and 2,000 ha for the rest of the country, but may be smaller in area depending on the region where the concession is situated and according to the mineral substance that is being researched.

Exploration applications

Initially, an application must be filed for an exploration licence. The application must meet certain regulatory requirements, including submission of a location map and exploration plan. The application must also be prepared under the responsibility of an authorised professional such as a geologist or mining engineer. A 60 day period after filing is provided for the applicant to supply any further information that may be required. Exploration licences are issued by the DNPM provided the applicant has met all the requirements and the area of interest is not already covered by a pre-existing application or exploration licence.

Exploration licences

Exploration licences are granted for a maximum period of three years, which may be extended for an additional two to three year period, upon presentation of technical justification. They are also subject to a nominal annual charge of R\$2.02 per hectare during the original period and R\$3.06 during the extension period. Exploration must

begin within 60 days following the granting of the licence, and must not be suspended for more than three consecutive months or 120 non-consecutive days. Exploration must be carried out in accordance with the submitted exploration plan.

Upon completion of exploration work, the holder of the exploration licence must produce a "Final Exploration Report" and a "Mining Plan" (in essence, the two reports may be regarded as a feasibility study).

Mining concessions

Mining concessions are only granted to corporations. Normally such corporations have a period of one year, following the DNPM's approval of the "Final Exploration Report", within which to present a "Mining Plan" (or feasibility study), and to apply for a mining concession. After the mining ordinance is published in the official gazette, the corporation has 90 days to request possession of the mineral deposit to be mined and six months to start the preparatory work outlined in the "Mining Plan". This term can be extended for a further six months, once or more, provided there are acceptable reasons (such as market restrictions, acts of God etc) that justify such extension.

Once mining has started it may not be interrupted for any period longer than six consecutive months unless the corporation has approval for a suspension of activities from the DNPM, which when granted provides for ongoing security of tenure. No fees are levied on the holder of a mining concession. Mining concessions are not limited in time and remain valid until depletion of the mineral deposit. Once a mining concession is granted, a mining company is required to obtain an environmental licence. The environmental licence is renewed annually subject to compliance with the environmental legislation.

Surface rights

In Brazil, mineral rights are distinct from surface ownership and/or rights and as such, a mining concession does not convey title to a mineral deposit, which remains vested in the Government. Rather, a mining concession gives to the holder the right to extract, process and sell minerals from a deposit, in accordance with a plan approved by the DNPM, until the deposit is exhausted. The property's surface right (including ownership) generally belongs to a third party, to whom in the case of iron ore mining operations, a rent and a royalty of 1% on net revenue is due monthly throughout the life of the project, commencing from the first iron ore sale. During the exploration phase, the landowner also has the right to receive income for the occupation and indemnity for surface usage. If there is no amicable agreement between parties regarding surface occupation and usage during exploration, the courts will assign an expert to evaluate damages and calculate the amount of indemnity. The maximum amount of indemnity cannot exceed the market value of the land.

Environmental considerations

Article 225 of the Brazilian Constitution stipulates that mining operators must reclaim areas that they have environmentally degraded. In Brazil, the environmental legislation that is applied to mining is basically consolidated in the following environmental requirements: an environmental impact study (**EIA**), environmental licensing (**LA**) and a plan for recovery of degraded areas (**PRAD**). An EIA applies to mining projects for any mineral; an LA is mandatory for the installation, expansion and operation of any mining activity; and a PRAD requires suitable technical plan to rehabilitate the soil and other aspects of the environment that might be degraded by a mining operation.

1.8 Tenure of the Project

Overview

The Project area comprises a single mining concession title (DNPM-831.929/84) under which a mining right has been granted (**Mining Permit**). The Mining Permit is owned by SAFM Brazil and covers an area of 150 hectares.

Title to the Mining Permit

The Company's Brazilian lawyers have verified the DNPM process concerning the Mining Permit, including a review of material agreements and legal proceedings in respect of the Mining Permit.

The concession, including the Mining Permit, was acquired by SAFM Brazil from Ponte Verde Mineração Ltda (**PVM**) pursuant to a contract dated 29 January 2008 (**PVM Contract**). Legal title to the Mining Permit was transferred to SAFM Brazil on 27 November 2008, and remains in the name of SAFM Brazil.

On the basis of that review, it is considered that, as at 28 April 2010, the Mining Permit has good title, is valid and in force, and is free and clear of any judicial and extrajudicial encumbrances and taxes, other than as described in this section.

Term of the Mining Permit

The term of the Mining Permit is open ended, which means that, provided SAFM Brazil observes the legal requirements relating to the Mining Permit, it will be valid until the depletion of the reserves within the Project.

Legal requirements for maintaining the Mining Permit

The legal requirements for maintaining the Mining Permit include:

- (a) the presentation of an annual report and other necessary governmental communications in respect of the Mining Permit;
- (b) payment of a royalty to the government of 2% of net revenue from iron ore sold from the Mining Permit; and
- (c) obtaining and maintaining an environmental licence in respect of the Project.

Environmental requirements

An application for an environmental licence has been lodged by SAFM Brazil, and it is anticipated that this licence will be granted in the second half of 2010. All mining under the Mining Permit must be conducted in accordance with the conditions listed in the environmental licence.

The area of the Mining Permit is located adjacent to a nature park, however the Company has been advised by its Brazilian lawyers that this will not result in additional restrictions on mining within the Mining Permit area as it is located outside the limits of the nature park.

Royalty

There is a risk, depending on the outcome of a dispute between previous landowners, of the Project (to which SAFM Brazil is not a party) that a royalty of 1% of the net

revenue from the sale of iron ore produced from a 32 hectare area within the Mining Permit, may be payable.

Despite the existence of these proceedings, SAFM Brazil is entitled to exploit the deposit under the Mining Permit without hindrance.

1.9 Re-compliance with Chapters 1 and 2 of the ASX Listing Rules

On the basis that approval pursuant to Resolution 1 is obtained, the Company will seek to re-comply with the requirements of Chapters 1 and 2 of the ASX Listing Rules.

1.10 Capital structure

The capital structure of the Company following completion of the Share Sale and Purchase Agreement is as follows:

Ordinary Shares	Number
Opening balance	62,000,000
Issue of Shares pursuant to the Share Sale and Purchase Agreement	167,955,934
Issue of Shares pursuant to Capital Raising ¹	60,000,000
Total Ordinary Shares	289,955,934
Total Ordinary Shares after Consolidation⁴	144,977,967

Performance Shares	Number
Issue of Class A Performance Shares pursuant to the Share Sale and Purchase Agreement	167,955,934
Issue of Class B Performance Shares pursuant to the Share Sale and Purchase Agreement	167,955,934
Issue of Class C Performance Shares pursuant to the Share Sale and Purchase Agreement	167,955,934
Total Performance Shares	503,867,802
Total Performance Shares after Consolidation⁴	251,933,901

Options		Number
Exercise Price	Expiry Date	
\$0.10 ²	31 December 2014	36,000,000
Total Options		36,000,000
Total Options after Consolidation^{3,4}		18,000,000

Notes:

1. Assuming a capital raising of 60,000,000 Shares on a pre-Consolidation basis.
2. The exercise price of these Options will be altered to \$0.20 under the terms of the Consolidation.
3. CPS Securities will also be issued 5,000,000 Options on a post-Consolidation basis. Refer to Section 6 of this Explanatory Statement for further details.
4. Refer to Section 4 of this Explanatory Statement for details of the Consolidation.

1.11 Risks – change of activities

Shareholders should be aware that if the Resolutions are approved, the Company will be changing the nature of its activities to an iron ore exploration and production company with operations in Brazil, and which will become subject to various risk factors which do not necessarily apply to the Company at present. Based on the information available, a non-exhaustive list of risk factors are as follows:

Risks associated with operations in Brazil

The Project is located in Brazil and the Company will be subject to the risks associated with operating in that country, including various levels of political, economic and other risks and uncertainties. These risks and uncertainties include, but are not limited to, terrorism, hostage taking, military repression, extreme fluctuations in currency exchange rates, high rates of inflation, labour unrest, the risks of war or civil unrest, expropriation and nationalization, renegotiation or nullification of existing concessions, licences, permits and contracts, illegal mining, changes in taxation policies, restrictions on foreign exchange and repatriation and changing political conditions, currency controls and governmental regulations that favour or require the awarding of contracts to local contractors or require foreign contractors to employ citizens of, or purchase supplies from, a particular jurisdiction.

Changes, if any, in mining or investment policies or shifts in political attitude in Brazil may adversely affect the operations or profitability of the Company. Operations may be affected in varying degrees by government regulations with respect to, but not limited to, restrictions on production, price controls, export controls, foreign currency remittance, income taxes, expropriation of property, foreign investment, maintenance of claims, environmental legislation, land use, land claims of local people, water use and mine safety.

Failure to comply strictly with applicable laws, regulations and local practices relating to mineral rights applications and tenure, could result in loss, reduction or expropriation of entitlements, or the imposition of additional local or foreign parties as joint venture partners with carried or other interests.

Outcomes in courts in Brazil may be less predictable than in Australia, which could affect the enforceability of contracts entered into by the Company or its subsidiaries in Brazil.

The occurrence of these various factors and uncertainties cannot be accurately predicted and could have an adverse effect on the operations or profitability of the Company. The Company has made its investment and strategic decisions based on the information currently available to the Directors, however should there be any material change in the political, economic, legal and social environments in Brazil, the Directors may reassess investment decisions and commitments to assets in Brazil.

Exploration and production risks

The business of iron ore exploration, project development and production involves risks by its very nature. To prosper, it depends on the successful exploration appraisal and development of economic iron ore reserves. Operations, such as design and construction of efficient recovery and processing facilities, competent operational and managerial performance and efficient distribution and marketing services are required to be successful. In particular, exploration is a speculative endeavour whilst production operations can be hampered by force majeure circumstances, engineering difficulties, cost overruns, inconsistent recovery rates and other unforeseen events.

The outcome of exploration programs will affect the future performance of the Company and its Shares. If, and when, Riviera commences production, the production may be curtailed or shut down for considerable periods of time due to any of the following factors:

- (a) disruptions to the transport chain being road and rail;
- (b) port infrastructure and ocean freight;
- (c) a lack of market demand;
- (d) government regulation;
- (e) production allocations; and
- (f) force majeure.

These curtailments may continue for a considerable period of time resulting in a material adverse effect on the results of operations and financial condition of Riviera.

Further, the exploration for and production of iron ore involves certain operating hazards, such as:

- (a) failure and or breakdown of equipment;
- (b) adverse geological, seismic and geotechnical conditions;
- (c) industrial accidents;
- (d) labour disputes;
- (e) adverse weather conditions;
- (f) pollution; and

(g) other environmental hazards and risks.

Any of these hazards could cause the Company to suffer substantial losses if they occur. Riviera may also be liable for environmental damage caused by previous owners of the property Riviera holds. As a result, substantial liabilities to third parties or governmental entities may be incurred, the payment of which could reduce or eliminate funds available for acquisitions, exploration and development or cause Riviera to suffer losses.

The future exploration activities of Riviera may not be successful. Unsuccessful exploration activities could have a material adverse effect on the results of operations and financial condition. Although the Company has identified an initial exploration target of 140-150 million tonnes of itabirite, it cannot guarantee that it will be able to commence production from the target.

Resource estimates

Resource and other estimates of iron ore occurrences, including those contained in this Notice, are expressions of judgment based on knowledge, experience and industry practice. Often these estimates were appropriate when made but may change significantly when new information becomes available. There are risks associated with such estimates, including that iron ore mined may be of a different quality, tonnage or strip ratio from the estimates. Resource estimates are necessarily imprecise and depend to some extent upon interpretations, which may ultimately prove to be inaccurate and require adjustment. Adjustments to Riviera's estimates of iron ore reserves could affect its development and mining plans.

Title risk

Interests in mineral rights in Brazil are governed by Brazilian legislation. A mining right is for an open ended term, provided certain requirements are met, including lodgement of reports, payment of royalties and compliance with environmental licence conditions and environmental legislation. Consequently, the Company could lose title to or its interest in the Mining Permit if these requirements are not met.

Further, whilst the Mining Permit is held by SAFM Brazil, the ownership of the land underlying the Mining Permit is the subject of a dispute as to ownership of the land. The Company has sought legal advice which confirms that, in the event that a party other than SAFM Brazil is awarded ownership of the land, SAFM Brazil will be obliged to pay a royalty of approximately 1% of iron ore production from the Mining Permit to the landowner, and apply for a public easement to allow access to the Mining Permit. The Company is not aware of any reason why this easement would not be granted.

Environmental risk

The Company's operations in Brazil will be subject to various regulations regarding environmental matters and the discharge of hazardous waste and materials. Development of any iron ore resources will be dependent on the project meeting environmental guidelines and gaining approvals by government authorities. Whilst the Company intends to conduct its activities in an environmentally responsible manner, risks arise in relation to compliance with these regulations and approvals. The introduction of more stringent regulations and conditions may also adversely affect the Company.

The Company's ability to conduct mining operations on the Mining Permit is subject to the grant of an environmental licence to SAFM Brazil. SAFM Brazil has applied for an environmental licence, and the parties are not aware of any reason why the licence

will not be granted. However, if the licence is not granted, or is granted on terms which are more restrictive than anticipated, the Company's operations in Brazil could be adversely affected.

The Mining Permit is located adjacent to a nature park. The Company has obtained legal advice confirming that there are no restrictions applicable to mining activities under the Mining Permit, as the area of the Mining Permit does not overlap the nature park. However, a change in government policy with respect to mining near nature parks could impact on the Company's ability to conduct activities on or within the Mining Permit area, which could adversely affect the Company.

Iron ore price volatility

Upon completion of the Acquisition, a significant proportion of the Company's revenues and cash flows are likely to be derived from the sale of iron ore. Therefore the financial performance of Riviera is sensitive to the iron ore price. Iron ore prices are affected by numerous factors and events that are beyond the control of Riviera. These factors and events include general economic activity, world demand, costs of production by other iron ore producers and other matters such as inflationary expectations, interest rates, currency exchange rates (particularly the strength of the US dollar) as well as general global economic conditions and political trends.

If iron ore prices should fall below or remain below Riviera's costs of production for any sustained period due to these or other factors and events, the Company's exploration and production could be delayed or even abandoned. A delay in exploration or production or the abandonment of one or more of Riviera's projects may require Riviera to revise downwards its iron ore reserves and will have a material adverse effect on Riviera's production, earnings and financial position.

Exchange rate risk

If Riviera achieves success leading to mineral production, the revenue it will derive through the sale of iron ore exposes the potential income of the Company to commodity price and exchange rate risks.

Revenue of iron ore sold in Brazil may be received in Brazilian reais, whereas the income and expenditure of Riviera are and will be taken into account in Australian currency. Furthermore, international prices of various commodities are denominated in United States dollars, therefore, international sales of iron ore are likely to be denominated in United States dollars. These factors expose Riviera to the fluctuations and volatility of the rate of exchange between the United States dollar and the Australian dollar as determined in international markets.

Unforeseen expenditure risk

Expenditure may need to be incurred that has not been taken into account in the preparation of this Notice. Although the Company is not aware of any such additional expenditure requirements, if such expenditure is subsequently incurred, this may adversely affect the expenditure proposals of the Company.

Additional requirements for capital

The Directors expect that the Company will have sufficient capital resources to enable the Company to achieve its initial business objectives upon settlement of the Share Sale Agreement.

However, the Directors can give no assurances that such objectives will in fact be met without future borrowings or capital raisings. Any additional equity financing will dilute shareholdings, and debt financing, if available, may involve restrictions on financing and operating activities. If the Company is unable to obtain additional financing as needed, it may be required to reduce the scope of its operations and scale back its expansion and development programs. If the Company is successful in meeting its initial objectives with respect to the Project, then additional capital may be required to further develop its operations and pursue business opportunities.

Government policy changes and legal risk

Government action or policy change (in particular, by Australian or Brazilian governments) in relation to access to lands and infrastructure, compliance with environmental regulations, export restrictions, taxation, royalties and subsidies may adversely affect the Company's operations and financial performance.

The Company's Brazilian operations will be governed by a series of Brazilian laws and regulations. Breaches or non-compliance with these laws and regulations can result in penalties and other liabilities. These may have a material adverse impact on the financial position, financial performance, cashflows, growth prospects and share price of the Company.

These laws and regulations may be amended from time to time, which may also have a material adverse impact on the financial position, financial performance, cashflows, growth prospects and share price for the Company.

While the Company is reasonably familiar with the Brazilian regulatory regime and will undertake all reasonable due diligence in assessing and managing the risks associated with iron ore exploration and production in Brazil (and other countries in which it may invest), the legal and political conditions of the country and any changes thereto are outside the control of the Company.

The introduction of new legislation or amendments to existing legislation by governments, developments in existing common law, or the respective interpretation of the legal requirements in any of the legal jurisdictions which govern the Company's operations or contractual obligations, could impact adversely on the assets, operations and, ultimately, the financial performance of the Company and the value of its Shares. In addition, there is a commercial risk that legal action may be taken against the Company in relation to commercial matters.

Reliance on key management

The responsibility of overseeing the day-to-day operations and the strategic management of the Company depends substantially on its senior management and its key personnel.

In particular, the Company intends that the day-to-day management of the Project will remain with the existing senior management and key personnel in SAFM Brazil, who have the experience and knowledge required to manage iron ore exploration and production in Brazil. There can be no assurance given that there will be no detrimental impact on the Company if one or more of these personnel cease their employment.

Competition

There is a risk that the Company will not be able to continue to compete profitably in the competitive industry in which it intends to operate. The potential exists for the

nature and extent of the competition to change rapidly, which may cause loss to the Company.

Third party risks

The operations of the Company will require the involvement of a number of third parties, including suppliers, contractors and customers. Financial failure, default or contractual non-compliance on the part of such third parties may have a material impact on the Company's operations and performance. It is not possible for the Company to predict or protect itself against all such risks.

Management of growth

There is a risk that management of the Company will not be able to implement the Company's growth strategy after completion of the Acquisition. The capacity of the new management to properly implement and manage the strategic direction of the Company may affect the Company's financial performance.

Insurance

The Company will, where possible and economically practicable, endeavour to mitigate some project and business risks by procuring relevant insurance cover. However, such insurance cover may not always be available or economically justifiable and the policy provisions and exclusions may render a particular claim by the Company outside the scope of the insurance cover.

While the Company will undertake all reasonable due diligence in assessing the creditworthiness of its insurance providers, there will remain the risk that an insurer defaults in payment of a legitimate claim by the Company under an insurance policy.

Economic risks

General economic conditions, movements in interest and inflation rates, commodity prices and currency exchange rates may have an adverse effect on Riviera's exploration, development and production activities, as well as on its ability to fund those activities.

Further, share market conditions may affect the value of the Company's quoted securities regardless of Riviera's operating performance. Share market conditions are affected by many factors such as:

- (a) general political and economic outlook in Australia and Brazil;
- (b) interest rates and inflation rates;
- (c) currency fluctuations;
- (d) changes in investor sentiment toward particular market sectors (in particular iron ore);
- (e) industrial and landowner issues and disputes; and
- (f) terrorism or other hostilities.

1.12 Advantages of the Transaction

The Directors are of the view that the following non-exhaustive list of advantages may be relevant to a Shareholder's decision on how to vote on the proposed Resolutions:

- (a) the iron ore production and exploration activities represent a significant opportunity for the Company;
- (b) the Acquisition provides an opportunity for the Company to diversify its current business operations; and
- (c) the potential increase in market capitalisation of the Company following completion of the Acquisition and the associated capital raisings may lead to increased coverage from investment analysts, access to improved equity capital market opportunities and increased liquidity which are not currently present.

1.13 Disadvantages of Transaction

The Directors are of the view that the following non-exhaustive list of disadvantages may be relevant to a Shareholder's decision on how to vote on the proposed Resolutions:

- (a) the Company will be changing the nature of its activities to become a company focused on Brazilian iron ore production and exploration activities, with an initial project in Brazil which may not be consistent with the objectives of all Shareholders;
- (b) there are many risk factors associated with the change in nature of the Company's activities, including sovereign risk, and risks associated with the requirement to obtain environmental and other regulatory approvals;
- (c) a significant future outlay of funds will be required which will increase funding pressure on the Company in order to continue exploration of the Project;
- (d) current Shareholders will have their interests in the Company diluted by the Acquisition and any further equity funding undertaken by the Company;
- (e) there is no guarantee that exploration on the Project by the Company will result in the discovery of a mineral resource; and
- (f) existing plant and infrastructure may not operate as expected.

2. RESOLUTION 1 – CHANGE TO NATURE AND SCALE OF ACTIVITIES

2.1 General

Resolution 1 seeks approval from Shareholders for a change to the nature and scale of the activities of the Company to become an iron ore mining exploration company.

As outlined in Section 1.2 of this Explanatory Statement, the Company has entered into the Share Sale and Purchase Agreement for the purpose of acquiring the Project (via the acquisition of SAFM and SAFM Brazil).

Detailed descriptions of the Project and the Share Sale and Purchase Agreement are outlined in Sections 1.3 and 1.4 above. Other information considered material to Shareholders' decision on whether to pass Resolution 1 is set out in this Explanatory Statement, and Shareholders are advised to read this information carefully.

2.2 Legal requirements

ASX Listing Rule 11.1 provides that where an entity proposes to make a significant change, either directly or indirectly, to the nature and scale of its activities, it must provide full details to ASX as soon as practicable and comply with the following:

- (a) provide to ASX information regarding the change and its effect on future potential earnings, and any information that ASX asks for;
- (b) if ASX requires, obtain the approval of holders of its shares and any requirements of ASX in relation to the notice of meeting; and
- (c) if ASX requires, meet the requirements of Chapters 1 and 2 of the ASX Listing Rules as if the company were applying for admission to the official list of ASX.

ASX has indicated to the Company that given the change in the nature and scale of the Company's activities, ASX requires the Company to:

- (a) obtain Shareholder approval; and
- (b) re-comply with the admission requirements set out in Chapters 1 and 2 of the ASX Listing Rules.

3. RESOLUTION 2 – ISSUE OF SHARES TO THE VENDORS OF SOUTH AMERICAN FERRO METALS LIMITED AND VARIATION OF CLASS RIGHTS

3.1 General

Subject to the passing of Resolutions 1 and 3, Resolution 2 seeks Shareholder approval for the allotment and issue of:

- (a) 167,955,934 Shares;
- (b) 167,955,934 Class A Performance Shares;
- (c) 167,955,934 Class B Performance Shares; and
- (d) 167,955,934 Class C Performance Shares,

(together, the **Consideration Shares**) to the parties set out in Schedule 4 (**Vendors**) as consideration for the acquisition of 100% of South American Ferro Metals Limited (**SAFM**) pursuant to the Share Sale and Purchase Agreement (**Acquisition**). The Consideration Shares will be issued to the Vendors in proportion to their percentage interest in SAFM, details of which are also set out in Schedule 4. SAFM holds 100% of the issued capital of SAFM Mineracao Limitada (**SAFM Brazil**), which in turn owns 100% of the Project.

Neither the Vendors nor SAFM are related parties of the Company, other than by reason of the Acquisition. Accordingly, whilst certain of the Vendors are related parties by virtue of the fact that their controller may be appointed as a director of the Company upon the completion of the Acquisition, Shareholder approval is not required under the Corporations Act or the ASX Listing Rules for the issue of Shares and Performance Shares to these persons as they are only related parties by virtue of the Acquisition, and dealings with these parties by the Company have been on arm's length terms.

Shareholders should note that the figures set out above are on a pre-Consolidation basis, and accordingly, the number of Consideration Shares issued will be halved on

the basis that they will be issued after the Consolidation. If the Consideration Shares are issued prior to the Consolidation, they will be also be halved as part of the Consolidation (if applicable).

3.2 ASX Listing Rule 7.1

ASX Listing Rule 7.1 provides that a company must not, subject to specified exceptions, issue or agree to issue during any 12 month period any equity securities, or other securities with rights to conversion to equity (such as an option), if the number of those securities exceeds 15% of the number of securities in the same class on issue at the commencement of that 12 month period.

The effect of Resolution 2 will be to allow the Directors to issue the Shares in consideration of the Acquisition during the period of 3 months after the General Meeting (or a longer period, if allowed by ASX), without using the Company's 15% annual placement capacity.

3.3 Technical information required by ASX Listing Rule 7.1

Pursuant to and in accordance with ASX Listing Rule 7.3, the following information is provided in relation to the issue of the Consideration Shares for the purpose of the Acquisition:

- (a) the maximum number of securities to be issued (on a pre-Consolidation basis) is:
 - (i) 167,955,934 Shares;
 - (ii) 167,955,934 Class A Performance Shares;
 - (iii) 167,955,934 Class B Performance Shares; and
 - (iv) 167,955,934 Class C Performance Shares;
- (b) the Consideration Shares will be issued no later than 3 months after the date of the General Meeting (or such later date to the extent permitted by any ASX waiver or modification of the ASX Listing Rules) and it is intended that allotment will occur on the same date;
- (c) the Consolidation Shares will be issued for nil cash consideration but as consideration for the acquisition of SAFM, and accordingly, no funds will be raised from the issue of the Consideration Shares;
- (d) the Consideration Shares will be allotted and issued to the Vendors, as detailed in Schedule 4 of this Notice;
- (e) the Shares issued will be fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares;
- (f) the Class A Performance Shares issued will be on the terms set out in Schedule 1 of this Notice;
- (g) the Class B Performance Shares issued will be on the terms set out in Schedule 2 of this Notice; and
- (h) the Class C Performance Shares issued will be on the terms set out in Schedule 3 of this Notice.

3.4 Section 246B of the Corporations Act

Section 246C of the Corporations Act provides that, if a company with one class of shares issues new shares not having the same rights as its existing shares, the issue is taken to vary the rights attached to the existing shares, unless the company's constitution already provides for such an issue.

Section 246B of the Corporations Act and the Constitution of the Company requires that the rights attached to a class of shares may only be varied by:

- (a) the written consent of the holders of three quarters of the issued shares of the affected class; or
- (b) a special resolution passed in a meeting of the holders of the issued shares of the affected class.

The terms of the Class A, Class B and Class C Performance Shares are not the same as the Shares, and accordingly, the issue of the Performance Shares to the Vendors must be approved by a special resolution of ordinary Shareholders passed at a meeting of the Company.

The terms of the Class A, Class B and Class C Performance Shares are set out respectively in Schedules 1, 2 and 3 of this Notice, and have been approved by ASX.

4. RESOLUTION 3 – CONSOLIDATION OF CAPITAL

4.1 Background

The Directors are seeking Shareholder approval to consolidate the number of Shares and Options on issue on a one (1) for two (2) basis. The Consolidation of the capital structure of the Company is required to ensure that the Company can comply with Chapters 1 and 2 of the Listing Rules and obtain re-quotations of its Shares on the official list of ASX.

Section 254H of the Corporations Act provides that a company may, by a resolution passed in a general meeting of shareholders, convert all or any of its shares into a larger or smaller number of shares.

ASX Listing Rule 2.1, Condition 2, also requires that the number of options on issue be consolidated in the same ratio as the ordinary capital, and the exercise price amended in inverse proportion to that ratio.

If Resolution 3 is passed, the number of Shares on issue will be reduced from 62,000,000 to approximately 31,000,000. The number of Options on issue will be reduced from 36,000,000 to approximately 18,000,000 and the exercise price of the Options will be increased by a multiple of two.

Shareholders should also note that the number of Consideration Shares to be issued to the Vendors pursuant to Resolution 2 is expressed on a pre-Consolidation basis, assuming that the Consideration Shares are issued post-Consolidation, the number of Consideration Shares to be issued shall be halved.

As from the effective date of the Resolution (being the date of the General Meeting), all holding statements for Shares and Options will cease to have any effect, except as evidence of entitlement to a certain number of post-consolidation Shares and Options. After the Consolidation becomes effective, the Company will arrange for new holding statements to be issued to Shareholders and Optionholders.

The effect the Acquisition, the Consolidation and the other Resolutions contained within the Notice will have on the capital structure of the Company is set out in Section 1.10.

4.2 Fractional entitlements and taxation

Not all Shareholders and Option holders will hold that number of Shares and Options which can be evenly divided by two. Where a fractional entitlement occurs, the Directors will round that fraction up to the nearest whole Share or Option. This will also apply to the consolidation of the Performance Shares, if they are issued prior to the Consolidation.

It is not considered that any taxation consequences will exist for Shareholders or Option holders arising from the Consolidation. However, Shareholders and Option holders are advised to seek their own tax advice on the effect of the Consolidation and neither the Company, nor the Directors (or the Company's advisers) accept any responsibility for the individual taxation consequences arising from the Consolidation.

5. RESOLUTION 4 – CAPITAL RAISING

5.1 General

Resolution 4 seeks Shareholder approval to enable the Company to conduct a capital raising to raise up to \$15,000,000 (**Capital Raising**).

A summary of ASX Listing Rule 7.1 is set out in Section 3.2 above.

The effect of Resolution 4 will be to allow the Directors to issue the Shares pursuant to the Capital Raising during the period of 3 months after the Meeting (or a longer period, if allowed by ASX), without using the Company's 15% annual placement capacity.

5.2 Technical information required by ASX Listing Rule 7.1

Pursuant to and in accordance with ASX Listing Rule 7.3, the following information is provided in relation to the Capital Raising:

- (a) the maximum number of Shares to be issued is up to that number of Shares which, when multiplied by the issue price, equals \$15,000,000;
- (b) the Shares will be issued no later than 3 months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the ASX Listing Rules) and it is intended that allotment will occur on the same date;
- (c) the issue price will be not less than 80% of the average market price for Shares calculated over the 5 days on which sales in the Shares are recorded before the day on which the issue is made or, if there is a prospectus as is presently proposed, over the last 5 days on which sales in the securities were recorded before the date the prospectus is signed;
- (d) the Directors will determine to whom the Shares will be issued but these persons will not be related parties of the Company;
- (e) the Shares issued will be fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares; and

- (f) the Company intends to use the funds raised from the Capital Raising towards the following:
- Drilling program for the purpose of defining a JORC compliant resource on the Ponte Verde iron ore project
 - Upgrading existing plant infrastructure at the Project
 - Additional project evaluation
 - Working Capital

The Company has not yet specifically identified the manner in which the funds raised will be allocated amongst headings above.

6. RESOLUTION 5 - ISSUE OF OPTIONS ISSUED TO CPS SECURITIES

6.1 General

The Company has agreed to issue a total of 5,000,000 Options (on a post Consolidation basis) to Cunningham Peterson Sharbanee Securities Pty Ltd (**CPS Securities**) at an issue price of \$0.001 each. CPS Securities is not a related party of the Company.

The Company has agreed to provide these Options to CPS Securities in consideration for providing the following services to the Company:

- (a) assistance with the sourcing and review of mineral projects in Australia and internationally over the last 12 months and on an ongoing basis;
- (b) corporate advisory and consulting services from time to time;
- (c) assistance with the negotiation of commercial terms of proposed agreements to acquire projects;
- (d) assistance with investor relations activities; and
- (e) assistance with sourcing, funding and capital raising opportunities.

Shareholder approval pursuant to Listing Rule 7.1 for the issue of the Options is being sought. A summary of ASX Listing Rule 7.1 is set out in Section 3.2 above.

By approving this issue, the Company will retain the flexibility to issue equity securities in the future up to the 15% annual placement capacity set out in ASX Listing Rule 7.1 without the requirement to obtain prior Shareholder approval.

6.2 Technical information required by ASX Listing Rule 7.1

Pursuant to and in accordance with ASX Listing Rule 7.3, the following information is provided in relation to Resolution 5:

- (a) the maximum number of Options to be granted is 5,000,000 (on a post-Consolidation basis);
- (b) the Options will be issued no later than 3 months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the ASX Listing Rules) and it is intended that allotment will occur on the same date;

- (c) the Options will be issued at an issue price of \$0.001 each to raise \$5,000;
- (d) the Options will be allotted and issued to CPS Securities;
- (e) the Options will be issued on the terms and conditions set out in Schedule 5;
and
- (f) funds raised from the issue of the Options will be used for working capital purposes.

7. RESOLUTION 6 – CHANGE OF COMPANY NAME

The new name proposed to be adopted under Resolution 6 is "South American Ferro Metals Limited". The Directors believe that this new name more accurately reflects the proposed future operations of the Company.

GLOSSARY

\$ means Australian dollars.

Acquisition means the acquisition by the Company of SAFM pursuant to the Share Sale and Purchase Agreement.

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited.

ASX Listing Rules means the Listing Rules of ASX.

Board means the current board of directors of the Company.

Business Day means Monday to Friday inclusive, except New Year's Day, Good Friday, Easter Monday, Christmas Day, Boxing Day, and any other day that ASX declares is not a business day.

Class A Performance Share means a performance share in the capital of the Company on the terms set out in Schedule 1 of this Notice of Meeting.

Class B Performance Share means a performance share in the capital of the Company on the terms set out in Schedule 2 of this Notice of Meeting.

Class C Performance Share means a performance share in the capital of the Company on the terms set out in Schedule 3 of this Notice of Meeting.

Company or **Riviera** means Riviera Resources Limited (ACN 128 806 977).

Constitution means the Company's constitution.

Corporations Act means the Corporations Act 2001 (Cth).

CPS Securities means Cunningham Peterson Sharbanee Securities Pty Ltd.

Directors means the current directors of the Company.

Explanatory Statement means the explanatory statement accompanying the Notice of Meeting.

General Meeting means the meeting convened by the Notice of Meeting.

Notice of Meeting or **Notice of General Meeting** means this notice of general meeting including the Explanatory Statement.

Option means an option to acquire a Share on the terms set out in Schedule 5.

Project means the Ponte Verde Iron Ore Project in Minas Gerais State, Southern Brazil.

Resolutions means the resolutions set out in the Notice of Meeting, or any one of them, as the context requires.

SAFM means South American Ferro Metals Limited, a company incorporated in the British Virgin Islands.

SAFM Brazil means SAFM Mineracao Limitada, a company incorporated in Brazil.

Share means a fully paid ordinary share in the capital of the Company.

Shareholder means a holder of a Share.

Share Sale and Purchase Agreement means the share sale and purchase agreement between the Company and the Vendors, the material terms of which are summarised in Section 1.3 of the Explanatory Statement.

Vendors means the parties set out in Schedule 4.

WST means Western Standard Time as observed in Perth, Western Australia.

SCHEDULE 1 – TERMS OF CLASS A PERFORMANCE SHARES

- (a) **(Class A Performance Shares):** A “Class A Performance Share” is a share in the capital of Riviera.
- (b) **(General Meetings):** A Class A Performance Share shall confer on the holder (**Holder**) the right to receive notices of general meetings and financial reports and accounts of Riviera that are circulated to shareholders. Holders have the right to attend general meetings of shareholders of Riviera.
- (c) **(No Voting Rights):** A Class A Performance Share does not entitle the Holder to vote on any resolutions proposed at a general meeting of shareholders of Riviera.
- (d) **(No Dividend Rights):** A Class A Performance Share does not entitle the Holder to any dividends.
- (e) **(Rights on Winding Up):** The Holder is not entitled to participate in the surplus assets or profits of Riviera in a winding up.
- (f) **(Not Transferable):** A Class A Performance Share is not transferable except where:
- (i) the Holder is a company; and
 - (ii) the members of the Holder:
 - (A) pass a special resolution to wind up the Holder in accordance with Section 491 of the Corporations Act; or
 - (B) unanimously consent to the voluntary deregistration of the Holder for the purpose of Section 601AA of the Corporations Act,and provided that:
 - (iii) upon the special resolution or unanimous consent being obtained, the Holder may only transfer the Class A Performance Shares to the persons that are registered as members of the Holder on the date of issue of the Class A Performance Shares (**Record Date**) in proportion to their interests in the Holder on the Record Date; and
 - (iv) this exception only permits the distribution of the Class A Performance Shares by the initial Holder of those shares.
- (g) **(Reorganisation of Capital):** If at any time the issued capital of Riviera is reconstructed, all rights of a Holder will be changed to the extent necessary to comply with the applicable ASX Listing Rules at the time of reorganisation.
- (h) **(Application to ASX):** A Class A Performance Share will not be quoted on ASX. However, upon conversion of a Class A Performance Share into fully paid ordinary shares (Shares) in accordance with clause (j), Riviera must within seven (7) days after the conversion, apply for the official quotation of the Shares arising from the conversion on ASX.
- (i) **(No Other Rights):** A Class A Performance Share gives the Holder no rights other than those expressly provided by these terms and those provided at law where such rights at law cannot be excluded by these terms.

Conversion of the Class A Performance Shares:

- (j) **(Conversion):** Subject to clause (k) and (l) below, a Class A Performance Share will convert into one Share upon production run rate from the Project over a continuous three (3) month period reaching 800,000 tonnes per annum (**Milestone**).
- (k) **(Compliance with law):** The conversion of the Class A Performance Shares is subject to compliance at all times with the Corporations Act and the Listing Rules of ASX.
- (l) **(Conversion if Milestone not achieved)** If the Milestone is not achieved within three (3) years of issue of the Class A Performance Shares, all Class A Performance Shares held by a Holder will convert into one (1) Share.
- (m) **(Conversion Procedure)** The Purchaser will issue the Holder with a new holding statement for the Shares as soon as practicable following the conversion of a Class A Performance Share into Shares in accordance with clause (j) or (l).
- (n) **(Ranking of Shares)** The Shares into which the Class A Performance Shares will convert will rank pari passu in all respects with existing Shares.

SCHEDULE 2 - TERMS OF CLASS B PERFORMANCE SHARES

- (a) **(Class B Performance Shares):** A “Class B Performance Share” is a share in the capital of Riviera.
- (b) **(General Meetings):** A Class B Performance Share shall confer on the holder (**Holder**) the right to receive notices of general meetings and financial reports and accounts of Riviera that are circulated to shareholders. Holders have the right to attend general meetings of shareholders of Riviera.
- (c) **(No Voting Rights):** A Class B Performance Share does not entitle the Holder to vote on any resolutions proposed at a general meeting of shareholders of Riviera.
- (d) **(No Dividend Rights):** A Class B Performance Share does not entitle the Holder to any dividends.
- (e) **(Rights on Winding Up):** The Holder is not entitled to participate in the surplus assets or profits of Riviera in a winding up.
- (f) **(Not Transferable):** A Class B Performance Share is not transferable except where:
- (i) the Holder is a company; and
 - (ii) the members of the Holder:
 - (A) pass a special resolution to wind up the Holder in accordance with Section 491 of the Corporations Act; or
 - (B) unanimously consent to the voluntary deregistration of the Holder for the purpose of Section 601AA of the Corporations Act,and provided that:
 - (iii) upon the special resolution or unanimous consent being obtained, the Holder may only transfer the Class B Performance Shares to the persons that are registered as members of the Holder on the date of issue of the Class B Performance Shares (**Record Date**) in proportion to their interests in the Holder on the Record Date; and
 - (iv) this exception only permits the distribution of the Class B Performance Shares by the initial Holder of those shares.
- (g) **(Reorganisation of Capital):** If at any time the issued capital of Riviera is reconstructed, all rights of a Holder will be changed to the extent necessary to comply with the applicable ASX Listing Rules at the time of reorganisation.
- (h) **(Application to ASX):** A Class B Performance Share will not be quoted on ASX. However, upon conversion of a Class B Performance Share into fully paid ordinary shares (Shares) in accordance with clause (j), Riviera must within seven (7) days after the conversion, apply for the official quotation of the Shares arising from the conversion on ASX.
- (i) **(No Other Rights):** A Class B Performance Share gives the Holder no rights other than those expressly provided by these terms and those provided at law where such rights at law cannot be excluded by these terms.

Conversion of the Class B Performance Shares:

- (j) **(Conversion):** Subject to clause (k) and (l) below, a Class B Performance Share will convert into one Share upon the Company identifying a JORC compliant resource of iron ore on the Project reaching or exceeding 50,000,000 tonnes (**Milestone**).
- (k) **(Compliance with law):** The conversion of the Class B Performance Shares is subject to compliance at all times with the Corporations Act and the Listing Rules of ASX.
- (l) **(Conversion if Milestone not achieved)** If the Milestone is not achieved within three (3) years of issue of the Class B Performance Shares, all Class B Performance Shares held by a Holder will convert into one (1) Share.
- (m) **(Conversion Procedure)** The Purchaser will issue the Holder with a new holding statement for the Shares as soon as practicable following the conversion of a Class B Performance Share into Shares in accordance with clause (j) or (l).
- (n) **(Ranking of Shares)** The Shares into which the Class B Performance Shares will convert will rank pari passu in all respects with existing Shares.

SCHEDULE 3 - TERMS OF CLASS C PERFORMANCE SHARES

- (a) **(Class C Performance Shares):** A "Class C Performance Share" is a share in the capital of Riviera.
- (b) **(General Meetings):** A Class C Performance Share shall confer on the holder (**Holder**) the right to receive notices of general meetings and financial reports and accounts of Riviera that are circulated to shareholders. Holders have the right to attend general meetings of shareholders of Riviera.
- (c) **(No Voting Rights):** A Class C Performance Share does not entitle the Holder to vote on any resolutions proposed at a general meeting of shareholders of Riviera.
- (d) **(No Dividend Rights):** A Class C Performance Share does not entitle the Holder to any dividends.
- (e) **(Rights on Winding Up):** The Holder is not entitled to participate in the surplus assets or profits of Riviera in a winding up.
- (f) **(Not Transferable):** A Class C Performance Share is not transferable except where:
- (i) the Holder is a company; and
 - (ii) the members of the Holder:
 - (A) pass a special resolution to wind up the Holder in accordance with Section 491 of the Corporations Act; or
 - (B) unanimously consent to the voluntary deregistration of the Holder for the purpose of Section 601AA of the Corporations Act,and provided that:
 - (iii) upon the special resolution or unanimous consent being obtained, the Holder may only transfer the Class C Performance Shares to the persons that are registered as members of the Holder on the date of issue of the Class C Performance Shares (**Record Date**) in proportion to their interests in the Holder on the Record Date; and
 - (iv) this exception only permits the distribution of the Class C Performance Shares by the initial Holder of those shares.
- (g) **(Reorganisation of Capital):** If at any time the issued capital of Riviera is reconstructed, all rights of a Holder will be changed to the extent necessary to comply with the applicable ASX Listing Rules at the time of reorganisation.
- (h) **(Application to ASX):** A Class C Performance Share will not be quoted on ASX. However, upon conversion of a Class C Performance Share into fully paid ordinary shares (Shares) in accordance with clause (j), Riviera must within seven (7) days after the conversion, apply for the official quotation of the Shares arising from the conversion on ASX.
- (i) **(No Other Rights):** A Class C Performance Share gives the Holder no rights other than those expressly provided by these terms and those provided at law where such rights at law cannot be excluded by these terms.

Conversion of the Class C Performance Shares:

- (j) **(Conversion):** Subject to clause (k) and (l) below, a Class C Performance Share will convert into one Share upon:
 - (i) the Company identifying a JORC compliant resource of iron ore on the Project reaching or exceeding 140,000,000 tonnes; or
 - (ii) the production run rate over a continuous twelve (12) month period has reached 800,000 tonnes per annum,whichever may occur first (**Milestone**).
- (k) **(Compliance with law):** The conversion of the Class C Performance Shares is subject to compliance at all times with the Corporations Act and the Listing Rules of ASX.
- (l) **(Conversion if Milestone not achieved)** If the Milestone is not achieved within three (3) years of issue of the Class C Performance Shares, all Class C Performance Shares held by a Holder will convert into one (1) Share.
- (m) **(Conversion Procedure)** The Purchaser will issue the Holder with a new holding statement for the Shares as soon as practicable following the conversion of a Class C Performance Share into Shares in accordance with clause (j) or (l).
- (n) **(Ranking of Shares)** The Shares into which the Class C Performance Shares will convert will rank pari passu in all respects with existing Shares.

SCHEDULE 4 – VENDORS

Stephen John Turner	David Anthony Giese
Alan David Doyle	Fernando Antonio Peixoto de Villanova
Paul Bours	Glaunco Mol
Louise Burton	Eli de Souza Fraga
Megan Black	Lourenco Cristovam Velosa
Lori Margaret Rayner	Hansen Investments Ltd
Michael John Doyle	MP Capital Ltd
Gaye Jarvis	Alan Rodderick Munro & Duncan Clement Brand
Teresa Odette Vieira Garces	
Richard Gilbert Story	Grafton Properties Limited
Georgina Tsoutsouras	John Lyster Abel
David Anthony Burroughs	Himanshu Dua
Sino Europe Investments Limited	John Grant Waghom
Garry Jack Cohen	Afonso Manoel de Figueiredo
Banyan Properties Inc.	Malachite Investments Limited
Burton Securities Ltd	Valliant Resources Limited
Sanderson Holdings Limited	Patemat Pty Ltd
Jacobus Michael Prinsloo	Massif Limited
DMC Superannuation Fund	IBARRA Investments Ltd
Anthony Waddell Latimer	Ian Donald Pratt
Martin Aylmer Green	Alan James Hubbard & Margaret Janne Hubbard
Kelly Leanne Bindon	Rodrigo Branco
Marina Guedes de Melo	Pacific Resources Securities Limited
Suntronic Pty Ltd	Bank Sal Oppenheim
Duncan Clement Brand	George Edward Silvanus Robinson
Walter Nogueira Silva	Africa Pacific Capital (HK) Limited
The Kogos Family Trust	Afro Pacific Capital Pty Ltd
Barry Robert McInnes Superannuation Fund	HSBC Global Custody Nominee(UK) Ltd A/c 684381
Queensland MM Pty Ltd.	Tin Zone Holdings Ltd
Ming Quan Limited	Sun Wing Group Ltd
David Graham Gray	Massif Limited
Yerif Investment Pty Ltd(Pension Fund Account)	Topix Management Ltd
Valliant Resources Limited	Grafton Resource Investments
Goldfind Holdings Pty Ltd	
W J K Investments Pty Ltd	

SCHEDULE 5 – TERMS OF OPTIONS

The Options entitle the holder to subscribe for Shares on the following terms and conditions (on a post-Consolidation basis):

- (a) Each Option gives the Option Holder the right to subscribe for one Share. To obtain the right given by each Option, the Option Holder must exercise the Options in accordance with the terms and conditions of the Options.
- (b) The Options will expire at 5.00 pm (WST) on 31 December 2014 (**Expiry Date**). Any Option not exercised before the Expiry Date will automatically lapse on the Expiry Date.
- (c) The amount payable upon exercise of each Option will be \$0.20 (**Exercise Price**).
- (d) The Options held by each Option Holder may be exercised in whole or in part, and if exercised in part, multiples of 1,000 must be exercised on each occasion. Where less than 1,000 Options are held, all Options must be exercised together.
- (e) An Option Holder may exercise their Options by lodging with the Company, before the Expiry Date:
 - (i) a written notice of exercise of Options specifying the number of Options being exercised (**Exercise Notice**); and
 - (ii) a cheque or electronic funds transfer for the Exercise Price for the number of Options being exercised.
- (f) An Exercise Notice is only effective when the Company has received the full amount of the Exercise Price in cleared funds.
- (g) Within 10 Business Days of receipt of the Exercise Notice accompanied by the Exercise Price, the Company will allot the number of Shares required under these terms and conditions in respect of the number of Options specified in the Exercise Notice.
- (h) The Options are transferable.
- (i) All Shares allotted upon the exercise of Options will upon allotment rank *pari passu* in all respects with other Shares.
- (j) If at any time the issued capital of the Company is reconstructed, all rights of an Option Holder are to be changed in a manner consistent with the Corporations Act and the ASX Listing Rules at the time of the reconstruction.
- (k) There are no participating rights or entitlements inherent in the Options and Option Holders will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Options. However, the Company will ensure that for the purposes of determining entitlements to any such issue, the record date will be at least 6 Business Days after the issue is announced. This will give Option Holders the opportunity to exercise their Options prior to the date for determining entitlements to participate in any such issue.
- (l) Other than pursuant to term (n), an Option does not confer the right to a change in exercise price or a change in the number of underlying securities over which the Option can be exercised.
- (m) In the event the Company proceeds with a bonus issue of securities to Shareholders after the date of issues of the Options, the number of securities over which an Option is exercisable may be increased by the number of securities which the Option Holder would have received if the Option had been exercised before the record date for the bonus issue.

PROXY FORM

**APPOINTMENT OF PROXY
RIVIERA RESOURCES LIMITED
ACN 128 806 977****GENERAL MEETING**

I/We

being a Member of Riviera Resources Limited entitled to attend and vote at the Meeting, hereby

Appoint

Name of proxy

OR

Mark this box if you wish to appoint the Chairman of the Meeting as your proxy

or failing the person so named or, if no person is named, the Chairman of the Meeting or the Chairman's nominee, to vote in accordance with the following directions or, if no directions have been given, as the proxy sees fit at the Meeting to be held at Level 1, 322 Hay Street, Subiaco, Western Australia at 10.00am WST on 13 September 2010 and at any adjournment thereof.

Voting on Business of the General Meeting

		FOR	AGAINST	ABSTAIN
Resolution 1	Change to nature and scale of activities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 2	Issue of shares to SAFM vendors and variation of class rights	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 3	Consolidation of Capital	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 4	Capital Raising	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 5	Issue of Options to CPS Securities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 6	Change of Name	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

OR

If the Chair of the General Meeting is appointed as your proxy, or may be appointed by default, and you do **not** wish to direct your proxy how to vote as your proxy in respect of Resolutions 1 to 6 please place a mark in this box.

By marking this box, you acknowledge that the Chair of the General Meeting may exercise your proxy even if he has an interest in the outcome of Resolutions 1 to 6 and that votes cast by the Chair of the General Meeting for Resolutions 1 to 6 other than as proxy holder will be disregarded because of that interest. The Chair intends to vote in favour of the Resolutions. If you do not mark this box, and you have not directed your proxy how to vote, the Chair will not cast your votes on Resolutions 1 to 6 and your votes will not be counted in calculating the required majority if a poll is called on Resolutions 1 to 6.

If you mark the abstain box for a particular item, you are directing your proxy not to vote on that item on a show of hands or on a poll and that your shares are not to be counted in computing the required majority on a poll.

If two proxies are being appointed, the proportion of voting rights this proxy represents is

Signed this _____ day of _____ 2010 _____ %

By:**Individuals and joint holders**
Signature
Signature
Signature**Companies (affix common seal if appropriate)**
Director
Director/Company Secretary
Sole Director and Sole Company Secretary

Riviera Resources Limited
ACN 128 806 977

Instructions for Completing 'Appointment of Proxy' Form

1. A member entitled to attend and vote at a Meeting is entitled to appoint not more than two proxies to attend and vote on their behalf. Where more than one proxy is appointed, such proxy must be allocated a proportion of the member's voting rights. If the shareholder appoints two proxies and the appointment does not specify this proportion, each proxy may exercise half the votes.
2. A duly appointed proxy need not be a member of the Company. In the case of joint holders, all must sign.
3. Corporate shareholders should comply with the execution requirements set out on the Proxy Form or otherwise with the provisions of Section 127 of the Corporations Act. Section 127 of the Corporations Act provides that a company may execute a document without using its common seal if the document is signed by:
 - 2 directors of the company;
 - a director and a company secretary of the company; or
 - for a proprietary company that has a sole director who is also the sole company secretary – that director.

For the Company to rely on the assumptions set out in Section 129(5) and (6) of the Corporations Act, a document must appear to have been executed in accordance with Section 127(1) or (2). This effectively means that the status of the persons signing the document or witnessing the affixing of the seal must be set out and conform to the requirements of Section 127(1) or (2) as applicable. In particular, a person who witnesses the affixing of a common seal and who is the sole director and sole company secretary of the company must state that next to his or her signature.

4. Completion of a Proxy Form will not prevent individual shareholders from attending the Meeting in person if they wish. Where a shareholder completes and lodges a valid proxy form and attends the Meeting in person, then the proxy's authority to speak and vote for that shareholder is suspended while the shareholder is present at the Meeting.
5. Where a Proxy Form or form of appointment of corporate representative is lodged and is executed under power of attorney, the power of attorney must be lodged in like manner as this proxy.