

## ASX Release

17 December 2012

**RANGE RIVER GOLD  
LIMITED**  
ABN 64 065 480 453

Level 1  
33 Richardson Street  
West Perth WA  
Australia

Tel: +61 8 9200 4243  
Fax: +61 8 9200 4469

### Contact

Mr Brian McMaster  
Chairman

### Email

info@rangerivergold.  
com.au

### Officeholders

Brian McMaster  
Jonathan Hart  
Daniel Crennan

### Issued Capital

326,301,222 Shares  
687,119 Options

### ASX Symbol

RNG

# TAKEOVER OFFER FOR FIRESTONE ENERGY LIMITED

The Board of Range River Gold Limited ("Range River") is extremely pleased to announce an off market takeover offer to acquire all of the ordinary shares in Firestone Energy Limited (ASX:FSE) ("Firestone"). Under the offer, Firestone shareholders will be offered one (1) Range River share for every two (2) Firestone shares held ("Firestone Offer").

## TRANSACTION HIGHLIGHTS:

- Offer represents a **25% premium** to Firestones closing price on Thursday, 13 December 2012 of \$0.008 per share.
- The Firestone Offer is subject to, amongst other conditions, a minimum acceptance condition of 50.1% of Firestone Shares on issue at the end of the offer period in respect of the Firestone Offer.
- Range River has already signed a conditional heads of agreement to acquire the entire issued share capital in Ariona Company SA ("Ariona") as announced to the ASX on 12 December 2012.
- Range River and Ariona have assembled a strong local management team and superior strategy that can extract real value from the Waterberg Coal Project in a timely manner.
- On completion of a successful offer, the structure controlling the Waterberg Coal Project will be considerably simpler and easier to operate and finance, with Range River controlling 70% and its partner Sekoko controlling 30%.
- Proposal to rename Range River Gold Limited to the Waterberg Coal Company Limited.
- The Waterberg Joint venture is a strategically significant and advanced thermal and coking coal project in South Africa. Range River has commenced the implementation of a strategy that will successfully bring the project into production with significant returns to shareholders.

Full conditions to the Firestone Offer are set out in Appendix 1.

As announced to the ASX on 12 December 2012, Range River intends to consolidate all Range River shares on a 1 for 10 basis subject to shareholder approval ("Consolidation"). The terms of the Firestone Offer are on a pre-Consolidation basis.

## **Acquisition of Ariona Company SA**

On 12 December 2012, Range River announced that it had entered into a conditional heads of agreement to acquire all of the issued share capital in Ariona Company SA (“Ariona”) (“Ariona Acquisition”).

Ariona is currently a party to several agreements pursuant to which it has agreed to acquire up to 800,000,000 shares in Firestone from Sekoko Coal (Proprietary) Limited (“Sekoko”) and Sekoko Resources (Proprietary) Limited. Ariona also has agreed to acquire a further 10% direct interest in the Waterberg Joint Venture from Sekoko, either directly or through the subscription for a 25% interest in Sekoko (Sekoko currently holds a 40% interest in the Waterberg Joint Venture).

Full details of the Ariona Acquisition were announced on 12 December 2012.

## **Ariona Acquisition and the Firestone Offer, if both successful, will give Range River a 70% Interest in the Waterberg Joint Venture**

The Firestone Offer and Ariona Acquisition will, upon completion, see Range River emerge with a 70% interest in the Waterberg Joint Venture. The Waterberg Joint Venture comprises eight (8) titles in the Waterberg coalfield totalling some 7,979 hectares. Sekoko currently holds a 40% interest in the Waterberg Joint Venture and Firestone holds a 60% interest in the Waterberg Joint Venture. Exploration of the Waterberg Joint Venture is ongoing.

For more information on the exploration of the Waterberg Joint Venture, please refer to Range River’s announcement dated 12 December 2012 and Firestone’s notice of general meeting dated 31 August 2012.

## **Bidders Statement**

Range River is in the process of preparing a formal Bidder’s Statement in respect of the Firestone Offer and will lodge that document with the Australian Securities Exchange and Australian Securities and Investments Commission (“ASIC”), and release it to ASX, in accordance with the requirements of the Corporations Act.

The Bidder’s Statement will set out in detail why Firestone shareholders should accept the Firestone Offer, and will be dispatched to Firestone shareholders approximately 2 weeks after its lodgement with ASIC. The Bidder’s Statement will also include a timetable for the Firestone Offer.

The proposed acquisition of Firestone is a company changing transaction for Range River and, upon announcing successful completion, will position the company for significant growth in the future.

**Brian McMaster**  
**Chairman**

## APPENDIX 1 – CONDITIONS OF THE OFFER

---

The Offer and any contract resulting from acceptance of the Offer is subject to fulfillment of the following conditions:

- (a) **(minimum acceptance)** that at the end of the period in which the Offer is open (“Offer Period”) the number of Firestone Shares in which Range River has a relevant interest is more than 50.1% of all Firestone Shares on issue at the end of the Offer Period (based on the assumption that all options and other securities convertible to Firestone Shares have been exercised);
- (b) **(Shareholder approval)** obtaining the consent and approval of the shareholders of Range River being obtained to the performance of the transactions contemplated by the offer and the proposed acquisition of Ariona in accordance with the Corporations Act, the ASX Listing Rules and the JSE Equity Rules;
- (c) **(Acquisition of Ariona):** Range River completing its acquisition of Ariona;
- (d) **(no restraining orders)** that between the Announcement Date and the end of the Offer Period:
  - (i) there is not in effect any preliminary or final decision, order or decree issued by a Public Authority; and
  - (ii) no application is made to any Public Authority (other than by Range River or its Related Bodies Corporate), or action or investigation is announced, threatened or commenced by a Public Authority, in consequence of, or in connection with, the Offer (other than a determination by ASIC or the Takeovers Panel in exercise of the powers and discretions conferred by the Corporations Act), which;
    - (iii) restrains or prohibits (or if granted could restrain or prohibit), or otherwise materially adversely impacts on, the making of the Offer or the completion of any transaction contemplated by the Offer (whether subject to conditions or not) or the rights of Range River in respect of Firestone, any Firestone Group Entity or Firestone Shares to be acquired under the Offer; or
    - (iv) requires the divestiture by Range River of any Firestone Shares, or the divestiture of any assets of any Firestone Group Entity, Range River or otherwise;
- (e) **(no material adverse effect)** that no event occurs between the Announcement Date and the end of the Offer Period that will or is reasonably likely to have a materially adverse effect on the assets and liabilities, financial position or performance, profits and losses or prospects of the Firestone Group, including as a result of making the Offer or the acquisition of Firestone Shares pursuant to the Offer. These events include, but are not limited to:
  - (i) any event or circumstance which constitutes or gives rise to or may (upon the passage of time, the fulfilment of any condition, or the giving of notice or taking of any other action by a Public Authority or any other person) give rise to the suspension, revocation, disclaimer, invalidity, unenforceability, variation, lapse or termination of all or any material rights under any Mining Interest or any contract material to the operations of the Firestone Group;
  - (ii) the occurrence of the outbreak of war (including civil war), outbreak of hostilities with another country (whether war is declared or not) or terrorism, mobilisation of armed forces, insurrection, general civil unrest, strikes or labour unrest, or similar event in Australia or South Africa in each case which would, or is likely to, have a material adverse impact on the Waterberg Joint Venture;
  - (iii) a natural disaster materially and directly affecting the operations of the Firestone Group for a period of at least seven Business Days;
  - (iv) the occurrence or threatened occurrence of the nationalisation or expropriation by a Public Authority in South Africa of privately owned or held natural resource exploration or mining rights or other property or rights required for the use or enjoyment of those natural resource exploration or mining rights (other than by reason of non-compliance by the property owner or owner of rights);

- (v) a material restraint on or hindrance to the development, timely completion, feasibility, operation, profitability or marketability of the Waterberg Joint Venture;
- (vi) the incurring of any obligations, liabilities, costs or expenses (contingent or otherwise), other than capital expenditure, except in the ordinary course of business;
- (vii) the grant of mining or other rights or interests of any kind over all or part of any area covered by or the subject of a Mining Interest to any person other than the Firestone Group Entity which materially conflict, or could reasonably be expected to materially conflict, with the enjoyment of the rights conferred, or purported to be conferred, by the Mining Interest;
- (viii) any change in any applicable laws or regulations (including taxation, customs excise-or duty) which would result in a material impairment of the cost structure of the Firestone Group; and
- (ix) any undisclosed events, occurrences, circumstances or matters which individually or when aggregated with all events, occurrences, circumstances or matters of a like kind or category has (or would be likely to have) the effect of diminishing the fair market value of the consolidated net assets of the Firestone Group,

and includes, but is not limited to, an event:

- (x) that occurs prior to the Offer Period but is only announced by Firestone to the ASX or the JSE or in relation to which Range River otherwise becomes aware during or after the Announcement Date; or
- (xi) that will or is likely to occur following the Offer Period and which has not been announced by Firestone to the ASX or the JSE prior to the Announcement Date,

but does not include:

- (xii) any matter fairly disclosed to Range River or its representatives or to the ASX or the JSE or otherwise widely known publicly on or before the Announcement Date;
- (xiii) any event, occurrence, circumstance or matter affecting the mining industry generally;
- (xiv) any change in general economic, financial, currency exchange, securities or commodities market conditions; or
- (xv) any change in accounting policy required by law;

(f) **(no material acquisitions, disposals or new commitments)** that except for any proposed transaction announced by Firestone to the ASX or the JSE before the Announcement Date, none of the following events occur during the period from the Announcement Date to the end of the Offer Period:

- (i) any Firestone Group Entity acquires, offers to acquire or lease or agrees to acquire or lease one or more companies, entities, securities, businesses or assets (or any interest in one or more companies, entities, securities, businesses or assets), other than in the ordinary course of business, or makes an announcement in relation to such an acquisition, offer or agreement;
- (ii) any Firestone Group Entity disposes of or leases, offers to dispose of or lease or agrees to dispose of or lease one or more companies, entities, securities, businesses or assets (or any interest in one or more companies, entities, securities, businesses or assets), other than in the ordinary course of business, or makes an announcement in relation to such a disposition, offer or agreement;
- (iii) any Firestone Group Entity enters into, or offers to enter into or agrees to enter into, any agreement, joint venture, partnership, asset or profit sharing arrangement, management agreement, merger of businesses or of corporate entities or commitment which would require expenditure, the foregoing of revenue, or involving a commitment of securities, assets or liabilities by any Firestone Group Entity, other than in the ordinary course of business, or makes an announcement in relation to such an entry, offer or agreement;

- (iv) any Firestone Group Entity enters into any corporate transaction which would or would be likely to involve a material change in the manner in which any Firestone Group Entity conducts its business, the nature (including balance sheet classification), extent or value of any Firestone Group Entity's assets, or the nature (including balance sheet classification), extent or value of the liabilities of any Firestone Group Entity;
  - (v) any Firestone Group Entity incurs, commits to, or brings forward the time for incurring or committing, or grants to another person a right the exercise of which would involve any Firestone Group Entity incurring or committing to any capital expenditure or liability, or foregoing any revenue, except for the incurrence of any capital expenditure in accordance with the day to day operating activities of the Firestone Group as conducted before the Announcement Date;
  - (vi) any Firestone Group Entity waives any material third party default or accepts as a settlement or compromise of a material matter for materially less than the full compensation due to any Firestone Group Entity; or
  - (vii) any Firestone Group Entity enters, agrees to enter into or renews any contract of service or varies or agrees to vary any existing contract of service with any current or proposed director or manager or makes or agrees to make any substantial change to the basis or amount of remuneration;
- (g) **(change of control)** that on or during the period commencing on the Announcement Date and before the end of the Offer Period, no person exercises or purports to exercise, has stated an intention to exercise, or has any rights (whether subject to conditions or not) under any:
- (i) provision of any agreement or other instrument to which any Firestone Group Entity is a party, or by or to which any Firestone Group Entity or any of its assets may be bound or be subject, which could result, to an extent which is material in the context of Firestone Group taken as a whole, in:
    - (A) any such agreement or other instrument being terminated, varied or modified or any action being taken or arising thereunder;
    - (B) the interest of any Firestone Group Entity in any firm, joint venture, trust, corporation or other entity (or any arrangements relating to such interest) being terminated, varied or modified; or
    - (C) the business of any Firestone Group Entity with any other person being adversely affected,
  - (ii) provision of any Financial Arrangement to which any Firestone Group Entity is a party, or by or to which any Firestone Group Entity or any of its assets may be bound or be subject, which could result in:
    - (A) the terms of any such Financial Arrangement being varied, modified, denied or terminated or operating in a manner that is adverse to the commercial interests of the Firestone Group,
    - (B) any monies borrowed or raised by or any other monetary obligations of any Firestone Group Entity being or becoming payable or repayable or being capable of being declared payable or repayable immediately or earlier than the payment date stated in such Financial Arrangement or otherwise accelerated or any transaction being closed out or becoming capable of being closed out before the maturity date stated in such Financial Arrangement; or
- as a result of the Offer or the acquisition of Firestone Shares by Range River;
- (h) **(Prescribed Occurrences)** that on or during the period commencing on the Announcement Date and ending at the end of the Offer Period, none of the following events occur:

- (i) Firestone announces to pay, pays or declares any dividend or other distribution (except under any arrangement announced on the ASX or the JSE before the Announcement Date or with the prior written consent of Range River;
  - (ii) Firestone converts all or any Firestone Shares into a larger or smaller number of Firestone Shares;
  - (iii) Firestone or any other Firestone Group Entity resolves to reduce its capital in any way or reclassifies, combines, splits, redeems or repurchases directly or indirectly any securities;
  - (iv) any Firestone Group Entity:
    - (A) enters into a buy-back agreement;
    - (B) resolves to approve the terms of a buy-back agreement under sections 257C(1) or 257D(1) of the Corporations Act ); or
    - (C) enters into, or approves any other equivalent arrangement under foreign law similar to those in (A) and (B) above;
  - (v) any Firestone Group Entity issues Firestone Shares or other securities, or grants an option over Firestone Shares or other securities, or agrees to make such an issue or grant such an option (except for Firestone Shares that are issued between the Announcement Date and the end of the Offer Period as a result of the exercise of Firestone Options, or conversion of convertible notes in Firestone, on issue on the Announcement Date);
  - (vi) any Firestone Group Entity issues, or agrees to issue, convertible notes or convertible units;
  - (vii) any Firestone Group Entity disposes, or agrees to dispose, of the whole, or a substantial part, of its business or property;
  - (viii) any Firestone Group Entity charges, or agrees to charge, the whole, or a substantial part, of its business or property;
  - (ix) any Firestone Group Entity resolves to be wound up;
  - (x) a liquidator or provisional liquidator (or equivalent under foreign law) of any Firestone Group Entity is appointed;
  - (xi) a court makes an order for the winding up of any Firestone Group Entity;
  - (xii) an administrator of any Firestone Group Entity is appointed under sections 436A, 436B or 436C of the Corporations Act (or its equivalent under any foreign law);
  - (xiii) any Firestone Group Entity executes a deed of company arrangement (or its equivalent under any foreign law);
  - (xiv) a receiver or a receiver and manager (or their equivalents under any foreign law) is appointed in relation to the whole, or a substantial part, of the property of any Firestone Group Entity; and
  - (xv) any Firestone Group Entity makes any change to its constitution or other constituent documents or a meeting being convened to consider a resolution to change a constitution or any other constituent document of any Firestone Group Entity; and
- (i) **(Litigation)** between the Announcement Date and the end of the Offer Period (each inclusive), no litigation against any member of the Firestone Group, which may reasonably result in a judgement of A\$2.5 million or more, is commenced, threatened to be commenced, is announced, or is made known to Range River (whether or not becoming public), other than which is in the public domain as at the Announcement Date; and

- (j) **(South Africa Regulatory Approvals)** that before the end of the Offer Period, Range River obtains all South African regulatory approvals, authorisations and consents required to enable Range River to acquire Firestone Shares under the Offer, including any consents required in respect of the Mining Interests for a change in control of Firestone.

## GLOSSARY

---

The following defined terms are used in the Conditions of the Offer unless the contrary intention appears or the context requires otherwise:

**Announcement Date** means 17 December 2012, being the date of announcement of the Offer.

**ASIC** means Australian Securities and Investments Commission.

**ASX** means the ASX Limited or Australian Securities Exchange, as appropriate.

**Business Day** means a day on which banks are open for general banking business in Perth (not being a Saturday, Sunday or public holiday in that place).

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Financial Arrangement** means each:

- (a) financing agreement or instrument, money borrowing or raising arrangement or other financing arrangement, liability, encumbrance or other security, guarantee, indemnity or other credit support arrangement; or
- (b) derivative or treasury transaction, agreement or arrangement,

(in each case regardless of form and including any similar arrangement).

**Firestone** means Firestone Energy Limited (ACN 058 436 794).

**Firestone Group** means Firestone and its Related Bodies Corporate.

**Firestone Group Entity** means any member of the Firestone Group.

**Firestone Options** means an option to acquire a Firestone Share.

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

**JSE** means the JSE Limited a licensed stock exchange under the *Securities Services Act, 2004* (Johannesburg Stock Exchange).

**JSE Equity Rules** means the equity rules of the JSE.

**Mining Interest** means any and all mining interests that Firestone has as at the Announcement Date.

**Public Authority** means any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity.

**Range River** means Range River Gold Limited (ACN 065 480 453) Level 1, 33 Richardson Street, West Perth, WA, 6005.

**Related Bodies Corporate** has the meaning given to that term in the Corporations Act.

**Takeovers Panel** means the Takeovers Panel established under section 171 of the *Australian Securities and Investments Commission Act* (Cth) 2001.