

FORM 9

NOTICE OF PROPOSED ISSUANCE OF LISTED SECURITIES¹⁾ **(or securities convertible or exchangeable into listed securities)**

Please complete the following:

Name of CNQ Issuer: **RANGE METALS INC.** (the "Issuer").

Trading Symbol: RMIC .

Date: August 7, 2007 .

Is this an updating or amending Notice: ☐ Yes ☒ No

If yes provide date(s) of prior Notices: _____.

Issued and Outstanding Securities of Issuer Prior to Issuance: 27,447,271 common shares .

Date of News Release Announcing the acquisition: August 8, 2007.

Closing Market Price on Day Preceding the Issuance of the News Release: \$1.30 .

1. Private Placement (if shares are being issued in connection with an acquisition (either as consideration or to raise funds for a cash acquisition), proceed to Part 2 of this form) Not applicable .

Full Name & Residential Address of Placee	Number of Securities Purchased or to be Purchased	Purchase price per Security (CDN\$)	Conversion Price (if Applicable)	Prospectus Exemption	No. of Securities, directly or indirectly, Owned, Controlled or Directed	Payment Date(1)	Describe relations -hip to Issuer (2)
Not applicable							

(1) Indicate date each placee advanced or is expected to advance payment for securities. Provide details of expected payment date, conditions to release of funds etc. Indicate if the placement funds been placed in trust pending receipt of all necessary approvals.

(2) Indicate if Related Person.

¹An issuance of non-convertible debt does not have to be reported unless it is a significant transaction as defined in Policy 7, in which case it is to be reported on Form 10.

1. Total amount of funds to be raised: _____ .
2. Provide full details of the use of the proceeds. The disclosure should be sufficiently complete to enable a reader to appreciate the significance of the transaction without reference to any other material. _____ .
3. Provide particulars of any proceeds which are to be paid to Related Persons of the Issuer: _____
_____ .
4. If securities are issued in forgiveness of indebtedness, provide details and attach the debt agreement(s) or other documentation evidencing the debt and the agreement to exchange the debt for securities.
5. Description of securities to be issued:
 - (a) Class _____ .
 - (b) Number _____ .
 - (c) Price per security _____ .
 - (d) Voting rights _____ .
6. Provide the following information if Warrants, (options) or other convertible securities are to be issued:
 - (a) Number _____ .
 - (b) Number of securities eligible to be purchased on exercise of Warrants (or options) _____
_____ .
 - (c) Exercise price _____ .
 - (d) Expiry date _____ .
7. Provide the following information if debt securities are to be issued:
 - (a) Aggregate principal amount _____ .
 - (b) Maturity date _____ .
 - (c) Interest rate _____ .
 - (d) Conversion terms _____ .

- (e) Default provisions _____ .
8. Provide the following information for any agent's fee, commission, bonus or finder's fee, or other compensation paid or to be paid in connection with the placement (including warrants, options, etc.):
- (a) Details of any dealer, agent, broker or other person receiving compensation in connection with the placement (name, address. If a corporation, identify persons owning or exercising voting control over 20% or more of the voting shares if known to the Issuer): ____ .
- (b) Cash _____ .
- (c) Securities _____ .
- (d) Other _____ .
- (e) Expiry date of any options, warrants etc. _____ .
- (f) Exercise price of any options, warrants etc. _____ .
9. State whether the sales agent, broker, dealer or other person receiving compensation in connection with the placement is Related Person or has any other relationship with the Issuer and provide details of the relationship _____ .
10. Describe any unusual particulars of the transaction (i.e. tax "flow through" shares, etc.). _____ .
11. State whether the private placement will result in a change of control. _____ .
12. Where there is a change in the control of the Issuer resulting from the issuance of the private placement shares, indicate the names of the new controlling shareholders. _____ .

13. Each purchaser has been advised of the applicable securities legislation restricted or seasoning period. All certificates for securities issued which are subject to a hold period bear the appropriate legend restricting their transfer until the expiry of the applicable hold period required by Multilateral Instrument 45-102.

2. Acquisition

1. Provide details of the assets to be acquired by the Issuer (including the location of the assets, if applicable). The disclosure should be sufficiently complete to enable a reader to appreciate the significance of the transaction without reference to any other material:

The Issuer has the right to acquire a 100% interest in two mineral claims licences in Labrador: Licence #013541M and #013582M, totalling 275 claims more commonly known as the Melville II Uranium claims located north of Lake Melville, Labrador .

2. Provide details of the acquisition including the date, parties to and type of agreement (eg: sale, option, license etc.) and relationship to the Issuer. The disclosure should be sufficiently complete to enable a reader to appreciate the significance of the acquisition without reference to any other material:

The Issuer has entered into a Claim Purchase Agreement the ("Melville II Agreement") with Cariboo Alloy's Corporation (the "Vendor") pursuant to which the Issuer has the right to acquire a 100% interest in two mineral claims licences in Labrador: Licence #013541M and #013582M, totalling 275 claims more commonly known as the Melville II Uranium claims located north of Lake Melville, Labrador (the "Melville II Claims") in consideration for a deposit of \$23,000 (which amount has been paid by the Issuer to the Vendor) and issuance of 1,600,000 common shares in the capital of the Issuer (which may be subject to completion/filing of a formal technical report and regulatory approval), subject to a 2% net smelter royalty in favour of the Vendor, 1.5% of which can be purchased by the Issuer on payment to the Vendor of \$1,500,000 during the next five years .

Pursuant to the terms of the Melville II Agreement:

- (a) the Issuer has agreed to provide an aggregate \$525,000 (\$175,000 per year for three years) for exploration work on the Melville II Claims;
- (b) the Vendor has a right to appoint a representative to the Issuer's exploration management committee;
- (c) the Issuer has warranted and represented that it will keep the Melville II Claims in good standing for six months prior to abandoning the Melville II Agreement;

- (d) either party may assigned or otherwise transfer its interest or a part of its interest in the Melville II Claims on receipt of prior written consent of the other party, such consent not to be unreasonably withheld;
- (e) the closing date is to be negotiated between the parties; and
- (f) the Melville II Agreement may be subject to a further and more formal agreement, as well as regulatory approval .

The Vendor is arm's length to the Issuer .

3. Provide the following information in relation to the total consideration for the acquisition (including details of all cash, securities or other consideration) and any required work commitments:

Melville II Agreement

- (a) Total aggregate consideration in Canadian dollars: \$23,000 .
- (b) Cash: \$23,000 as a deposit payment (which has been paid) .
- (c) Securities (including options, warrants etc.) and dollar value: 1,600,000 common shares in the capital of the Issuer (not yet issued) .
- (d) Other: The Melville II Agreement provides for a 2.0% net smelter royalty, 1.5% of which can be purchased by the Issuer for \$1,500,000 during the next five years .
- (e) Expiry date of options, warrants, etc. if any: Not applicable .
- (f) Exercise price of options, warrants, etc. if any: Not applicable .
- (g) Work commitments: Pursuant to the terms of the Melville II Agreement, the Issuer has agreed to provide an aggregate \$525,000 (\$175,000 per year for three years) for exploration work on the Melville II Claims .

4. State how the purchase or sale price was determined (e.g. arm's-length negotiation, independent committee of the Board, third party valuation etc).

Arm's-length negotiation .

5. Provide details of any appraisal or valuation of the subject of the acquisition known to management of the Issuer: The management of the Issuer is not aware of any appraisal or valuation of the Melville II Claims .

6. The names of parties receiving securities of the Issuer pursuant to the acquisition and the number of securities to be issued are described as follows:

Name of Party (If not an individual, name all insiders of the Party)	Number and Type of Securities to be Issued	Dollar value per Security (CDN\$)	Conversion price (if applicable)	Prospectus Exemption	No. of Securities, directly or indirectly, Owned, Controlled or Directed by Party	Describe relationship to Issuer ⁽¹⁾
Cariboo Alloy's Corporation c/o Simons & Stephens 700, 10701 Jasper Avenue Edmonton, AB	1,600,000 common shares	Deemed per share value not yet known as shares have not yet been issued.	Not applicable	Section 2.13 of National Instrument 45-106	Nil	Arm's length (not a Related Person)

(1) Indicate if Related Person

7. Details of the steps taken by the Issuer to ensure that the vendor has good title to the assets being acquired:

Pursuant to the Melville II Agreement, the Vendor has warranted and represented that:

(a) the Vendor has acquired 100% interest in and to the Melville II Claims;

(b) the Melville II Claims have been properly located and recorded with the appropriate regulatory bodies having jurisdiction over the Melville II Claims;

(c) the Melville II Claims are free and clear of all liens, claims and encumbrances whatsoever;

(d) there are no present outstanding rights, preferential or otherwise, granted by the Vendor to third parties to acquire all or a portion of the Melville II Claims being sold to the Issuer and there are no agreements which require or will require the Vendor to grant any such rights to third parties;

(e) all taxes, if any, which may be applicable to the Melville II Claims or which would otherwise adversely affect the Issuer's rights granted under the Melville II Agreement shall have been fully paid;

(f) the Vendor has no knowledge of and has received no notice of any claims or threatened claim against its title as warranted or of any claim comprising the Melville II Claims; and

(g) the Vendor has full and complete authority to execute the Melville II Agreement and to grant the rights therein conferred .

8. Provide the following information for any agent's fee, commission, bonus or finder's fee, or other compensation paid or to be paid in connection with the acquisition (including warrants, options, etc.):

(a) Details of any dealer, agent, broker or other person receiving compensation in connection with the acquisition (name, address. If a corporation, identify persons owning or exercising voting control over 20% or more of the voting shares if known to the Issuer):

Not applicable .

(b) Cash Not applicable .

(c) Securities Not applicable .

(d) Other Not applicable .

(e) Expiry date of any options, warrants etc. Not applicable .

(f) Exercise price of any options, warrants etc. Not applicable .

9. State whether the sales agent, broker or other person receiving compensation in connection with the acquisition is a Related Person or has any other relationship with the Issuer and provide details of the relationship.
Not applicable .

10. If applicable, indicate whether the acquisition is the acquisition of an interest in property contiguous to or otherwise related to any other asset acquired in the last 12 months. Not applicable .

Certificate Of Compliance

The undersigned hereby certifies that:

1. The undersigned is a director and/or senior officer of the Issuer and has been duly authorized by a resolution of the board of directors of the Issuer to sign this Certificate of Compliance on behalf of the Issuer.
2. As of the date hereof there is not material information concerning the Issuer which has not been publicly disclosed.

3. The undersigned hereby certifies to CNQ that the Issuer is in compliance with the requirements of applicable securities legislation (as such term is defined in National Instrument 14-101) and all CNQ Requirements (as defined in CNQ Policy 1).
4. All of the information in this Form 9 Notice of Private Placement is true.

Dated August 7, 2007.

Donald R. Sheldon
Name of Director or Senior
Officer

(signed) "Donald R. Sheldon"
Signature

President and CEO
Official Capacity