

29 April 2014

Company Announcements Office
Australian Securities Exchange
Level 40, Central Park
152-158 St George's Terrace
Perth WA 6000

Dear Sir/Madam

Xstrata Nickel Australasia Holdings Pty Ltd - Notice of ceasing to be a substantial holder

We act for Xstrata Nickel Australasia Holdings Pty Ltd (**Xstrata**).

In accordance with 671B(1) of the Corporations Act 2001 (Cth), we enclose a Form 605 ("Notice of ceasing to be a substantial holder") from Xstrata, which has also been given to Falcon Minerals Limited.

Yours faithfully

Clayton Utz.

Brett Cohen, Partner
+61 8 9426 8462
bcohen@claytonutz.com

Our ref 13870/18326

Enc

Form 605

Corporations Act 2001
Section 671B

Notice of ceasing to be a substantial holder

To Falcon Minerals Limited

ACN 009 256 535

1. Details of substantial holder(1)

Name Xstrata Nickel Australasia Holdings Pty Ltd

ACN 112 064 589

The holder ceased to be a
substantial holder on

29 April 2014

The previous notice was given to the company on

5 September 2008

The previous notice was dated

4 December 2007

2. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest (2) of the substantial holder or an associate (3) in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (4)	Consideration given in relation to change(5)	Class (6) and number of securities affected	Person's votes affected
29/04/2014	Xstrata Nickel Australasia Holdings Pty Ltd (XNAH)	Off-market sales of shares, sold pursuant to Share Sale & Purchase Agreements attached as Annexures A, B, C, D, E, F and G. As a result of completion occurring under those agreements, XNAH no longer holds a relevant interest in any Falcon Minerals Limited ordinary shares.	230,000.00 AUD	23,011,516 ORD	23,011,516

3. Changes in association

The persons who have become associates (3) of, ceased to be associates of, or have changed the nature of their association (7) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
N/A	

4. Addresses

The addresses of persons named in this form are as follows:

Name	Address
Xstrata Nickel Australasia Holdings Pty Ltd	Level 10, Alluvion, 58 Mounts Bay Road, Perth 6000

Signature

print name

Odelia du Toit

capacity

Company Secretary

sign here



date

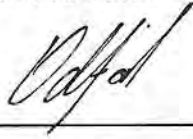
29/4/14

DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 4 of the form.
- (2) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (3) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (4) Include details of:
 - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (5) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
- (6) The voting shares of a company constitute one class unless divided into separate classes.
- (7) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

THIS IS THE ANNEXURE OF 9 PAGES MARKED "A" REFERRED TO IN THE FORM 605 SIGNED BY ME AND DATED 29 APRIL 2014.

I CERTIFY THAT THIS IS A TRUE AND COMPLETE COPY OF THE SHARE SALE & PURCHASE AGREEMENT DATED 29 APRIL 2014 BETWEEN XSTRATA NICKEL AUSTRALASIA HOLDINGS PTY LTD ACN 112 064 589 AND RAYMOND MUSKETT.



ODELIA DU TOIT, COMPANY SECRETARY, XSTRATA NICKEL AUSTRALASIA HOLDINGS PTY LTD

ANNEXURE A

SHARE SALE & PURCHASE AGREEMENT

(of fully paid ordinary shares - FALCON MINERALS LIMITED)

Parties

Xstrata Nickel Australasia Holdings Pty Ltd

Seller

and

Raymond Muskett

Buyer

AGREEMENT dated 29 April 2014

PARTIES

- 1. Xstrata Nickel Australasia Holdings Pty Ltd ABN 22 12 064 589 Level 10, Alluvion, 58 Mounts Bay Road, Perth WA 6000 (**Seller**)
- 2. The person or company specified in item 5 of the Schedule (**Buyer**)

RECITALS

- A. Falcon is a public company listed on ASX.
- B. The Seller owns all the Sale Shares.
- C. The Seller has agreed to sell and the Buyer has agreed to purchase the Sale Shares upon and subject to the terms and conditions in this agreement.

OPERATIVE PROVISIONS:

1. INTERPRETATION

1.1 Definitions

In this agreement unless the context otherwise requires:

ASX means the Australian Stock Exchange Limited.

business day means a day other than a Saturday, Sunday or State public holiday in Western Australia.

Closing means the settlement of the sale and purchase of the Sale Shares.

Closing Date means specified in item 4 of the Schedule or such other date as the parties mutually agree.

Falcon means Falcon Minerals Limited ABN 20 009 256 535.

Encumbrance includes any mortgage, charge, lien, assignment, trust or power, or other interest in or right over property, which is security for the payment of money or the performance or compliance with any other obligation, and includes, without limitation, any agreement to grant or create any of the above.

Other Sale Agreements means the six other share sale and purchase agreements, dated on or about the date of this agreement, which together with this agreement are for the sale of a total of 23,011,516 Shares for an aggregate purchase price of \$230,000.

Price means the price specified in item 3 of the Schedule.

Rate means the rate of 5% per annum.

Sale Shares means the number of Shares specified in item 2 of the Schedule.

Schedule means the schedule to this agreement.

Shares means ordinary fully paid shares in the capital of Falcon.

1.2 Interpretation

In this agreement, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa.
- (b) words of one gender include every other gender.
- (c) words denoting individuals include a firm, body corporate, an unincorporated association and any governmental or other public body or authority of any kind and vice versa.
- (d) references to any statute or other law shall mean such statute or other law as amended or replaced at any time whether before or after the date of this agreement.
- (e) headings shall not effect the construction or interpretation of this agreement.
- (f) references to a clause, paragraph or a schedule is a reference to the same in this agreement.
- (g) a reference to a party in this agreement includes a party's personal representatives, successors in title and permitted assigns.
- (h) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally.
- (i) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally.
- (j) a reference to a document includes that document as amended or replaced.
- (k) a reference to a whole thing includes a reference to part of that thing.
- (l) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this agreement or any part of it.
- (m) where a word or phrase is defined in this agreement, other parts of speech and grammatical forms of that word or phrase have a corresponding meaning.
- (n) a reference to dollars in this agreement is a reference to Australian dollars.

2. SALE AND PURCHASE

2.1 Sale and purchase of Sale Shares

The Seller agrees to sell to the Buyer and the Buyer agrees to buy from the Seller free from any Encumbrance the Sale Shares for the Price upon and subject to the provisions of this agreement.

2.2 Payment of Price

The Price shall be paid by the Buyer to the Seller on the Closing Date in the manner specified in item 3 of the Schedule.

2.3 Interest

If for any cause attributable to the Buyer, Closing is delayed beyond the Closing Date, in addition to all other rights or remedies of the Seller under this Contract, the Buyer shall pay interest on the amount of the Price specified in paragraph (a) of item 3 of the Schedule at the Rate calculated daily from including the due date for payment to but excluding the actual date of payment.

3. REPRESENTATIONS AND WARRANTIES

3.1 Representations and warranties of the Seller

The Seller represents and warrants to the Buyer that:

- (a) the Seller is the legal and beneficial owner of the Sale Shares.
- (b) at Closing the Sale Shares will be free from:
 - (1) any Encumbrance; and
 - (2) any liability to forfeiture, cancellation, avoidance or loss.
- (c) the Seller is entitled and competent to sell and transfer the Sale Shares without the consent of any other person or authority except as required by the constitution of Falcon.
- (d) no agreement has been entered into with any other person for the sale or transfer of the Sale Shares.

3.2 Representation and warranty of the Buyer

The Buyer represents and warrants to the Seller that, as at the Closing Date, the Buyer is not aware of any information concerning Falcon that a reasonable person would expect to have a material effect on the price or value of Shares that has not otherwise been disclosed on the Australian Securities Exchange.

3.3 Survival of warranties

The representations and warranties contained in clauses 3.1 and 3.2 shall survive the execution of this agreement and Closing.

3.4 Acknowledgment

The Buyer agrees that, other than as set out in this agreement, it has not relied on any representation or warranty of the Seller, or any other person, to induce it to enter into this agreement, and it has entered into this agreement after its own satisfactory due diligence in relation to Falcon.

4. CLOSING

4.1 Place of Closing

Closing will take place at the offices of the Buyer in Perth, Western Australia on the Closing Date, or at such other time and place as agreed between the Buyer and Seller in writing.

4.2 Obligations at Closing

At Closing:

- (a) the Buyer shall:
 - (1) deliver to the Seller a bank cheque in the amount of the Price specified in paragraph (a) of item 3 of the Schedule;
 - (2) do all other acts and execute all documents as are required by this agreement to be done or executed by the Buyer at Closing; and
 - (3) do all acts and execute all documents as are required under each Other Sale Agreement to be done by the relevant buyer under each Other Sale Agreement (including delivery of bank cheques for the relevant purchase prices); and
- (b) the Seller shall:
 - (1) deliver to the Buyer the share certificate(s) or holding statement(s) (if any) in respect of the Sale Shares together with a duly executed and registrable transfer of the Sale Shares in favour of the Buyer (in the form annexed to this agreement);

- (2) do all other acts and execute all documents as are required by this agreement to be done or executed by the Seller at Closing.
- (3) do all acts and execute all documents as are required under each Other Sale Agreement to be done by the Seller under each Other Sale Agreement (including delivery of share certificate(s) or holding statement(s) (if any) and duly executed and registrable transfers for the relevant Shares).

4.3 Further assurance

After Closing the parties covenant to do and execute all such acts and things as may be reasonably necessary to place the Buyer in full control of the Sale Shares.

4.4 Title

The title to and risk in respect of the Sale Shares remains solely with the Seller until Closing and only passes to the Buyer upon completion of Closing.

4.5 Interdependence of obligations at Closing

The obligations of the parties under clause 4.2 are interdependent and must be performed, as nearly as possible, simultaneously. If any obligation specified in clause 4.2 is not performed on the Closing Date then, without prejudice to any other rights of the parties, Closing is taken not to have occurred and any document delivered, or payment made, under this clause 4 must be returned to the party that delivered it or paid it.

5 . COSTS

5.1 Costs

Each party shall pay 50 % (fifty percent) of the legal costs and expenses of and incidental to the negotiation, preparation and execution of this agreement and all documents required to be signed by the parties pursuant to this agreement, but the Buyer shall pay all stamp duties (if any) payable in respect of this agreement and all documents required to be signed by the parties pursuant to this agreement.

5.2 Default costs

Any party in default shall pay all the reasonable costs incurred by the other party in respect of such default and notices relating thereto.

6 . DEFAULT

6.1 Time of the essence

Time shall be of the essence of this agreement in all respects.

6.2 Default

A party is in default of this agreement if:

- (a) it fails to pay any moneys required to be paid by it under this agreement on the due date in the manner required by in this agreement; or
- (b) it commits a breach of any other term of this agreement and the breach remains unremedied for a period of 2 business days after written notice thereof shall have been given to it by a party not in default.

6.3 Consequence of default

Where a party is in default of this agreement then, in addition to any other of its legal rights or remedies, the party not in default may:

- (a) by written notice to the party in default rescind this agreement; and/or
- (b) sue for damages or seek specific performance of this agreement or any other remedy to which it might be entitled under this agreement, under statute, at common law or in equity.

7. NOTICES

7.1 Giving of notice

Any notice or other communication in connection with this agreement:

- (a) must be in writing.
- (b) must be signed by the party giving it or that party's solicitor or agent.
- (c) must be given or served:
 - (1) in a manner authorised by law or by personal delivery;
 - (2) by sending by prepaid post to the address of the addressee specified in item 5 of the Schedule; or
 - (3) by sending by electronic mail to the email of the addressee specified in item 5 of the Schedule,

or if the addressee notifies another address in accordance with this clause then to that address.

7.2 When notice given

Any notice or other communication in connection with this deed takes effect from the time it is received and, unless a later time is specified, is taken to be received:

- (a) if served or given by personal delivery, at the time it is delivered;
- (b) if left at the address of the addressee specified in item 6 of the Schedule, at the time it is left;
- (c) if sent by prepaid ordinary post to the address of the addressee specified in item 6 of the Schedule, at the expiration of 2 business days after posting;
- (d) if sent by electronic mail specified in item 6 of the Schedule, at the time shown in the transmission report as the time that the electronic mail was sent,

provided that if a notice or other communication is received after 5.00 pm in the place of receipt or on a non-business day, it is taken to be received at 9.00 am on the next business day.

8. GENERAL

8.1 Further assurances

The parties agree to execute enter into and do all such further or other deeds documents acts matters or things necessary desirable or convenient to give effect to the provisions of this agreement and the matters and transactions contemplated in it.

8.2 Entire agreement

The parties agree that this agreement contains the entire agreement between them as to its subject matter and supersedes all prior agreements understandings and negotiations as to such subject matter

8.3 Severance

The parties agree that a construction of this agreement that results in all provisions being enforceable is to be preferred to a construction that does not so result, but if any provision of this agreement or the application of that provision to any person or circumstance is or becomes invalid or unenforceable, then the remaining provisions of this agreement are not affected and are valid and enforceable to the fullest extent permitted by law.

8.4 Exercise of rights

A party may exercise a right, power or remedy at its discretion separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent a further exercise of that or any other right, power or remedy and a failure by a party to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

8.5 Waiver and variation

A provision of or a right created under this agreement may not be waived or varied except in writing signed by the party to be bound.

8.6 Counterparts

This agreement may be executed in one or more counterparts each of which shall constitute an original, but when taken together shall constitute but one agreement.

8.7 Governing law

This agreement is governed by and construed in accordance with the law in force in Western Australia and the parties agree to submit to the jurisdiction of the courts of that State and any court hearing appeals from those courts in all matters arising out of this agreement. Each party unconditionally submits to the jurisdiction of the courts mentioned above and waives any right it has to object to an action being brought in any of those courts.

SCHEDULE

1	SELLER	Xstrata Nickel Australasia Holdings Pty Ltd of Level 10, Alluvion, 58 Mounts Bay Road, Perth WA 6000
2	SALE SHARES	3,001,502
3	PRICE	\$0.00999499554 per Sale Share making a total of \$30,000.00 payable on the Closing Date by the Buyer to the Seller by bank cheque;
4	CLOSING DATE	Means the earlier of: 1. fulfilment of the obligations by the Seller and the Buyer under clause 4.2; and 2. 30 April 2014
5	BUYER	Raymond Muskett
6	ADDRESSES	<p>Seller: Xstrata Nickel Australasia Holdings Pty Ltd Address: Level 10, Alluvion, 58 Mounts Bay Road, Perth WA 6000 Email: jed.whitford@glencore.com.au Attention: Jed Whitford</p> <p>Buyer: Raymond Muskett Address: 42 Marapana Road, City Beach WA 6015 Email: musketttray@gmail.com Attention: Raymond Muskett</p>

Signing page

29/4/14

Executed by Xstrata Nickel Australasia Holdings Pty Ltd ABN 22 122 064 589 by or in the presence of:



Signature of Director

IAN KEVIN MARCOV

Name of Director in full



Signature of Director/Secretary

Obelia du Toit

Name of Director/Secretary in full

Executed by Raymond Muskett:



Signature

Raymond Muskett

Full Name



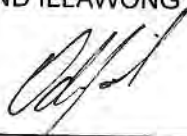
Signature of Witness

Kristine Muskett

Name of Witness

THIS IS THE ANNEXURE OF 9 PAGES MARKED "B" REFERRED TO IN THE FORM 605 SIGNED BY ME AND DATED 29 APRIL 2014.

I CERTIFY THAT THIS IS A TRUE AND COMPLETE COPY OF THE SHARE SALE & PURCHASE AGREEMENT DATED 29 APRIL 2014 BETWEEN XSTRATA NICKEL AUSTRALASIA HOLDINGS PTY LTD ACN 112 064 589 AND ILLAWONG INVESTMENTS PTY LTD <THE COCKS S/FUND NO 1 A/C.



ODELIA DU TOIT, COMPANY SECRETARY, XSTRATA NICKEL AUSTRALASIA HOLDINGS PTY LTD

ANNEXURE B

SHARE SALE & PURCHASE AGREEMENT

(of fully paid ordinary shares - FALCON MINERALS LIMITED)

Parties

Xstrata Nickel Australasia Holdings Pty Ltd

Seller

and

**Illawong Investments Pty Ltd
<The Cocks S/Fund No 1 AC>**

Buyer

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AGREEMENT dated 29 April 2014

PARTIES

1. Xstrata Nickel Australasia Holdings Pty Ltd ABN 22 12 064 589 Level 10, Alluvion, 58 Mounts Bay Road, Perth WA 6000 (**Seller**)
2. The person or company specified in item 5 of the Schedule (**Buyer**)

RECITALS

- A. Falcon is a public company listed on ASX.
- B. The Seller owns all the Sale Shares.
- C. The Seller has agreed to sell and the Buyer has agreed to purchase the Sale Shares upon and subject to the terms and conditions in this agreement.

OPERATIVE PROVISIONS:

1. INTERPRETATION

1.1 Definitions

In this agreement unless the context otherwise requires:

ASX means the Australian Stock Exchange Limited.

business day means a day other than a Saturday, Sunday or State public holiday in Western Australia.

Closing means the settlement of the sale and purchase of the Sale Shares.

Closing Date means specified in item 4 of the Schedule or such other date as the parties mutually agree.

Falcon means Falcon Minerals Limited ABN 20 009 256 535.

Encumbrance includes any mortgage, charge, lien, assignment, trust or power, or other interest in or right over property, which is security for the payment of money or the performance or compliance with any other obligation, and includes, without limitation, any agreement to grant or create any of the above.

Other Sale Agreements means the six other share sale and purchase agreements, dated on or about the date of this agreement, which together with this agreement are for the sale of a total of 23,011,516 Shares for an aggregate purchase price of \$230,000.

Price means the price specified in item 3 of the Schedule.

Rate means the rate of 5% per annum.

Sale Shares means the number of Shares specified in item 2 of the Schedule.

Schedule means the schedule to this agreement.

Shares means ordinary fully paid shares in the capital of Falcon.

1.2 Interpretation

In this agreement, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa.
- (b) words of one gender include every other gender.
- (c) words denoting individuals include a firm, body corporate, an unincorporated association and any governmental or other public body or authority of any kind and vice versa.
- (d) references to any statute or other law shall mean such statute or other law as amended or replaced at any time whether before or after the date of this agreement.
- (e) headings shall not effect the construction or interpretation of this agreement.
- (f) references to a clause, paragraph or a schedule is a reference to the same in this agreement.
- (g) a reference to a party in this agreement includes a party's personal representatives, successors in title and permitted assigns.
- (h) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally.
- (i) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally.
- (j) a reference to a document includes that document as amended or replaced.
- (k) a reference to a whole thing includes a reference to part of that thing.
- (l) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this agreement or any part of it.
- (m) where a word or phrase is defined in this agreement, other parts of speech and grammatical forms of that word or phrase have a corresponding meaning.
- (n) a reference to dollars in this agreement is a reference to Australian dollars.

2. SALE AND PURCHASE

2.1 Sale and purchase of Sale Shares

The Seller agrees to sell to the Buyer and the Buyer agrees to buy from the Seller free from any Encumbrance the Sale Shares for the Price upon and subject to the provisions of this agreement.

2.2 Payment of Price

The Price shall be paid by the Buyer to the Seller on the Closing Date in the manner specified in item 3 of the Schedule.

2.3 Interest

If for any cause attributable to the Buyer, Closing is delayed beyond the Closing Date, in addition to all other rights or remedies of the Seller under this Contract, the Buyer shall pay interest on the amount of the Price specified in paragraph (a) of item 3 of the Schedule at the Rate calculated daily from including the due date for payment to but excluding the actual date of payment.

3. REPRESENTATIONS AND WARRANTIES

3.1 Representations and warranties of the Seller

The Seller represents and warrants to the Buyer that:

- (a) the Seller is the legal and beneficial owner of the Sale Shares.
- (b) at Closing the Sale Shares will be free from:
 - (1) any Encumbrance; and
 - (2) any liability to forfeiture, cancellation, avoidance or loss.
- (c) the Seller is entitled and competent to sell and transfer the Sale Shares without the consent of any other person or authority except as required by the constitution of Falcon.
- (d) no agreement has been entered into with any other person for the sale or transfer of the Sale Shares.

3.2 Representation and warranty of the Buyer

The Buyer represents and warrants to the Seller that, as at the Closing Date, the Buyer is not aware of any information concerning Falcon that a reasonable person would expect to have a material effect on the price or value of Shares that has not otherwise been disclosed on the Australian Securities Exchange.

3.3 Survival of warranties

The representations and warranties contained in clauses 3.1 and 3.2 shall survive the execution of this agreement and Closing.

3.4 Acknowledgment

The Buyer agrees that, other than as set out in this agreement, it has not relied on any representation or warranty of the Seller, or any other person, to induce it to enter into this agreement, and it has entered into this agreement after its own satisfactory due diligence in relation to Falcon.

4. CLOSING

4.1 Place of Closing

Closing will take place at the offices of the Buyer in Perth, Western Australia on the Closing Date, or at such other time and place as agreed between the Buyer and Seller in writing.

4.2 Obligations at Closing

At Closing:

- (a) the Buyer shall:
 - (1) deliver to the Seller a bank cheque in the amount of the Price specified in paragraph (a) of item 3 of the Schedule;
 - (2) do all other acts and execute all documents as are required by this agreement to be done or executed by the Buyer at Closing; and
 - (3) do all acts and execute all documents as are required under each Other Sale Agreement to be done by the relevant buyer under each Other Sale Agreement (including delivery of bank cheques for the relevant purchase prices); and
- (b) the Seller shall:
 - (1) deliver to the Buyer the share certificate(s) or holding statement(s) (if any) in respect of the Sale Shares together with a duly executed and registrable transfer of the Sale Shares in favour of the Buyer (in the form annexed to this agreement);

- (2) do all other acts and execute all documents as are required by this agreement to be done or executed by the Seller at Closing.
- (3) do all acts and execute all documents as are required under each Other Sale Agreement to be done by the Seller under each Other Sale Agreement (including delivery of share certificate(s) or holding statement(s) (if any) and duly executed and registrable transfers for the relevant Shares).

4.3 Further assurance

After Closing the parties covenant to do and execute all such acts and things as may be reasonably necessary to place the Buyer in full control of the Sale Shares.

4.4 Title

The title to and risk in respect of the Sale Shares remains solely with the Seller until Closing and only passes to the Buyer upon completion of Closing.

4.5 Interdependence of obligations at Closing

The obligations of the parties under clause 4.2 are interdependent and must be performed, as nearly as possible, simultaneously. If any obligation specified in clause 4.2 is not performed on the Closing Date then, without prejudice to any other rights of the parties, Closing is taken not to have occurred and any document delivered, or payment made, under this clause 4 must be returned to the party that delivered it or paid it.

5. COSTS

5.1 Costs

Each party shall pay 50 % (fifty percent) of the legal costs and expenses of and incidental to the negotiation, preparation and execution of this agreement and all documents required to be signed by the parties pursuant to this agreement, but the Buyer shall pay all stamp duties (if any) payable in respect of this agreement and all documents required to be signed by the parties pursuant to this agreement.

5.2 Default costs

Any party in default shall pay all the reasonable costs incurred by the other party in respect of such default and notices relating thereto.

6. DEFAULT

6.1 Time of the essence

Time shall be of the essence of this agreement in all respects.

6.2 Default

A party is in default of this agreement if:

- (a) it fails to pay any moneys required to be paid by it under this agreement on the due date in the manner required by in this agreement; or
- (b) it commits a breach of any other term of this agreement and the breach remains unremedied for a period of 2 business days after written notice thereof shall have been given to it by a party not in default.

6.3 Consequence of default

Where a party is in default of this agreement then, in addition to any other of its legal rights or remedies, the party not in default may:

- (a) by written notice to the party in default rescind this agreement; and/or
- (b) sue for damages or seek specific performance of this agreement or any other remedy to which it might be entitled under this agreement, under statute, at common law or in equity.

7. NOTICES

7.1 Giving of notice

Any notice or other communication in connection with this agreement:

- (a) must be in writing.
- (b) must be signed by the party giving it or that party's solicitor or agent.
- (c) must be given or served:
 - (1) in a manner authorised by law or by personal delivery;
 - (2) by sending by prepaid post to the address of the addressee specified in item 5 of the Schedule; or
 - (3) by sending by electronic mail to the email of the addressee specified in item 5 of the Schedule.

or if the addressee notifies another address in accordance with this clause then to that address.

7.2 When notice given

Any notice or other communication in connection with this deed takes effect from the time it is received and, unless a later time is specified, is taken to be received:

- (a) if served or given by personal delivery, at the time it is delivered;
- (b) if left at the address of the addressee specified in item 6 of the Schedule, at the time it is left;
- (c) if sent by prepaid ordinary post to the address of the addressee specified in item 6 of the Schedule, at the expiration of 2 business days after posting;
- (d) if sent by electronic mail specified in item 6 of the Schedule, at the time shown in the transmission report as the time that the electronic mail was sent,

provided that if a notice or other communication is received after 5.00 pm in the place of receipt or on a non-business day, it is taken to be received at 9.00 am on the next business day.

8. GENERAL

8.1 Further assurances

The parties agree to execute enter into and do all such further or other deeds documents acts matters or things necessary desirable or convenient to give effect to the provisions of this agreement and the matters and transactions contemplated in it.

8.2 Entire agreement

The parties agree that this agreement contains the entire agreement between them as to its subject matter and supersedes all prior agreements understandings and negotiations as to such subject matter

8.3 Severance

The parties agree that a construction of this agreement that results in all provisions being enforceable is to be preferred to a construction that does not so result, but if any provision of this agreement or the application of that provision to any person or circumstance is or becomes invalid or unenforceable, then the remaining provisions of this agreement are not affected and are valid and enforceable to the fullest extent permitted by law.

8.4 Exercise of rights

A party may exercise a right, power or remedy at its discretion separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent a further exercise of that or any other right, power or remedy and a failure by a party to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

8.5 Waiver and variation

A provision of or a right created under this agreement may not be waived or varied except in writing signed by the party to be bound.

8.6 Counterparts

This agreement may be executed in one or more counterparts each of which shall constitute an original, but when taken together shall constitute but one agreement.

8.7 Governing law

This agreement is governed by and construed in accordance with the law in force in Western Australia and the parties agree to submit to the jurisdiction of the courts of that State and any court hearing appeals from those courts in all matters arising out of this agreement. Each party unconditionally submits to the jurisdiction of the courts mentioned above and waives any right it has to object to an action being brought in any of those courts.

SCHEDULE

1	SELLER	Xstrata Nickel Australasia Holdings Pty Ltd of Level 10, Alluvion, 58 Mounts Bay Road, Perth WA 6000
2	SALE SHARES	3,001,502
3	PRICE	\$0.00999499554 per Sale Share making a total of \$30,000.00 payable on the Closing Date by the Buyer to the Seller by bank cheque;
4	CLOSING DATE	Means the earlier of: 1. fulfilment of the obligations by the Seller and the Buyer under clause 4.2; and 2. 30 April 2014
5	BUYER	Illawong Investments Pty Ltd <The Cocks S/Fund No 1 A/C>
6	ADDRESSES	Seller: Xstrata Nickel Australasia Holdings Pty Ltd Address: Level 10, Alluvion, 58 Mounts Bay Road, Perth WA 6000 Email: jed.whitford@glencore.com.au Attention: Jed Whitford Buyer: Illawong Investments Pty Ltd <The Cocks S/Fund No 1 A/C> Address: PO Box 3098 Kingsley WA 6026 Email: adriancocks@hotmail.com Attention: Adrian Cocks

Signing page

29/4/14

Executed by Xstrata Nickel Australasia Holdings Pty Ltd ABN 22 122 064 589 by or in the presence of:

Signature of Director

IAN KEVIN MARCOV

Name of Director in full

Signature of Director/Secretary

Odelia du Toit

Name of Director/Secretary in full

Executed by Illawong Investments Pty Ltd <The Cocks S/Fund No 1 AC>:

Signature of Director

ADRIAN ERNEST COCKS

Full Name

Signature of Director / Witness

JILLIAN EDITH COCKS

Name of Director / Witness

THIS IS THE ANNEXURE OF 9 PAGES MARKED "C" REFERRED TO IN THE FORM 605 SIGNED BY ME AND DATED 29 APRIL 2014.

I CERTIFY THAT THIS IS A TRUE AND COMPLETE COPY OF THE SHARE SALE & PURCHASE AGREEMENT DATED 29 APRIL 2014 BETWEEN XSTRATA NICKEL AUSTRALASIA HOLDINGS PTY LTD ACN 112 064 589 AND AVON MANAGEMENT COMPANY PTY LTD <DIERMAJER FAMILY S/F A/C>.



ODELIA DU TOIT, COMPANY SECRETARY, XSTRATA NICKEL AUSTRALASIA HOLDINGS PTY LTD

ANNEXURE C

SHARE SALE & PURCHASE AGREEMENT

(of fully paid ordinary shares - FALCON MINERALS LIMITED)

Parties

Xstrata Nickel Australasia Holdings Pty Ltd

Seller

and

**Avon Management Company Pty Ltd
<Diermayer Family S/F AAC>**

Buyer

11C

AGREEMENT dated 29 April 2014

PARTIES

1. Xstrata Nickel Australasia Holdings Pty Ltd ABN 22 122 064 589 Level 10, Alluvion, 58 Mounts Bay Road, Perth WA 6000 (Seller)
2. The person or company specified in item 5 of the Schedule (Buyer)

RECITALS

- A. Falcon is a public company listed on ASX.
- B. The Seller owns all the Sale Shares.
- C. The Seller has agreed to sell and the Buyer has agreed to purchase the Sale Shares upon and subject to the terms and conditions in this agreement.

OPERATIVE PROVISIONS:

1. INTERPRETATION

1.1 Definitions

In this agreement unless the context otherwise requires:

ASX means the Australian Stock Exchange Limited.

business day means a day other than a Saturday, Sunday or State public holiday in Western Australia.

Closing means the settlement of the sale and purchase of the Sale Shares.

Closing Date means specified in item 4 of the Schedule or such other date as the parties mutually agree.

Falcon means Falcon Minerals Limited ABN 20 009 256 535.

Encumbrance includes any mortgage, charge, lien, assignment, trust or power, or other interest in or right over property, which is security for the payment of money or the performance or compliance with any other obligation, and includes, without limitation, any agreement to grant or create any of the above.

Other Sale Agreements means the six other share sale and purchase agreements, dated on or about the date of this agreement, which together with this agreement are for the sale of a total of 23,011,516 Shares for an aggregate purchase price of \$230,000.

Price means the price specified in item 3 of the Schedule.

Rate means the rate of 5% per annum.

Sale Shares means the number of Shares specified in item 2 of the Schedule.

Schedule means the schedule to this agreement.

Shares means ordinary fully paid shares in the capital of Falcon.

1.2 Interpretation

In this agreement, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa.
- (b) words of one gender include every other gender.
- (c) words denoting individuals include a firm, body corporate, an unincorporated association and any governmental or other public body or authority of any kind and vice versa.
- (d) references to any statute or other law shall mean such statute or other law as amended or replaced at any time whether before or after the date of this agreement.
- (e) headings shall not effect the construction or interpretation of this agreement.
- (f) references to a clause, paragraph or a schedule is a reference to the same in this agreement.
- (g) a reference to a party in this agreement includes a party's personal representatives, successors in title and permitted assigns.
- (h) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally.
- (i) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally.
- (j) a reference to a document includes that document as amended or replaced.
- (k) a reference to a whole thing includes a reference to part of that thing.
- (l) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this agreement or any part of it.
- (m) where a word or phrase is defined in this agreement, other parts of speech and grammatical forms of that word or phrase have a corresponding meaning.
- (n) a reference to dollars in this agreement is a reference to Australian dollars.

2. SALE AND PURCHASE

2.1 Sale and purchase of Sale Shares

The Seller agrees to sell to the Buyer and the Buyer agrees to buy from the Seller free from any Encumbrance the Sale Shares for the Price upon and subject to the provisions of this agreement.

2.2 Payment of Price

The Price shall be paid by the Buyer to the Seller on the Closing Date in the manner specified in item 3 of the Schedule.

2.3 Interest

If for any cause attributable to the Buyer, Closing is delayed beyond the Closing Date, in addition to all other rights or remedies of the Seller under this Contract, the Buyer shall pay interest on the amount of the Price specified in paragraph (a) of item 3 of the Schedule at the Rate calculated daily from including the due date for payment to but excluding the actual date of payment.

3. REPRESENTATIONS AND WARRANTIES

3.1 Representations and warranties of the Seller

The Seller represents and warrants to the Buyer that:

- (a) the Seller is the legal and beneficial owner of the Sale Shares.
- (b) at Closing the Sale Shares will be free from:
 - (1) any Encumbrance; and
 - (2) any liability to forfeiture, cancellation, avoidance or loss.
- (c) the Seller is entitled and competent to sell and transfer the Sale Shares without the consent of any other person or authority except as required by the constitution of Falcon.
- (d) no agreement has been entered into with any other person for the sale or transfer of the Sale Shares.

3.2 Representation and warranty of the Buyer

The Buyer represents and warrants to the Seller that, as at the Closing Date, the Buyer is not aware of any information concerning Falcon that a reasonable person would expect to have a material effect on the price or value of Shares that has not otherwise been disclosed on the Australian Securities Exchange.

3.3 Survival of warranties

The representations and warranties contained in clauses 3.1 and 3.2 shall survive the execution of this agreement and Closing.

3.4 Acknowledgment

The Buyer agrees that, other than as set out in this agreement, it has not relied on any representation or warranty of the Seller, or any other person, to induce it to enter into this agreement, and it has entered into this agreement after its own satisfactory due diligence in relation to Falcon.

4. CLOSING

4.1 Place of Closing

Closing will take place at the offices of the Buyer in Perth, Western Australia on the Closing Date, or at such other time and place as agreed between the Buyer and Seller in writing.

4.2 Obligations at Closing

At Closing:

- (a) the Buyer shall:
 - (1) deliver to the Seller a bank cheque in the amount of the Price specified in paragraph (a) of item 3 of the Schedule;
 - (2) do all other acts and execute all documents as are required by this agreement to be done or executed by the Buyer at Closing; and
 - (3) do all acts and execute all documents as are required under each Other Sale Agreement to be done by the relevant buyer under each Other Sale Agreement (including delivery of bank cheques for the relevant purchase prices); and
- (b) the Seller shall:
 - (1) deliver to the Buyer the share certificate(s) or holding statement(s) (if any) in respect of the Sale Shares together with a duly executed and registrable transfer of the Sale Shares in favour of the Buyer (in the form annexed to this agreement);

(2) do all other acts and execute all documents as are required by this agreement to be done or executed by the Seller at Closing.

(3) do all acts and execute all documents as are required under each Other Sale Agreement to be done by the Seller under each Other Sale Agreement (including delivery of share certificate(s) or holding statement(s) (if any) and duly executed and registrable transfers for the relevant Shares).

4.3 Further assurance

After Closing the parties covenant to do and execute all such acts and things as may be reasonably necessary to place the Buyer in full control of the Sale Shares.

4.4 Title

The title to and risk in respect of the Sale Shares remains solely with the Seller until Closing and only passes to the Buyer upon completion of Closing.

4.5 Interdependence of obligations at Closing

The obligations of the parties under clause 4.2 are interdependent and must be performed, as nearly as possible, simultaneously. If any obligation specified in clause 4.2 is not performed on the Closing Date then, without prejudice to any other rights of the parties, Closing is taken not to have occurred and any document delivered, or payment made, under this clause 4 must be returned to the party that delivered it or paid it.

5. COSTS

5.1 Costs

Each party shall pay 50 % (fifty percent) of the legal costs and expenses of and incidental to the negotiation, preparation and execution of this agreement and all documents required to be signed by the parties pursuant to this agreement, but the Buyer shall pay all stamp duties (if any) payable in respect of this agreement and all documents required to be signed by the parties pursuant to this agreement.

5.2 Default costs

Any party in default shall pay all the reasonable costs incurred by the other party in respect of such default and notices relating thereto.

6. DEFAULT

6.1 Time of the essence

Time shall be of the essence of this agreement in all respects.

6.2 Default

A party is in default of this agreement if:

(a) it fails to pay any moneys required to be paid by it under this agreement on the due date in the manner required by in this agreement; or

(b) it commits a breach of any other term of this agreement and the breach remains unremedied for a period of 2 business days after written notice thereof shall have been given to it by a party not in default.

6.3 Consequence of default

Where a party is in default of this agreement then, in addition to any other of its legal rights or remedies, the party not in default may:

(a) by written notice to the party in default rescind this agreement; and/or

(b) sue for damages or seek specific performance of this agreement or any other remedy to which it might be entitled under this agreement, under statute, at common law or in equity.

7. NOTICES

7.1 Giving of notice

Any notice or other communication in connection with this agreement:

- (a) must be in writing.
- (b) must be signed by the party giving it or that party's solicitor or agent.
- (c) must be given or served:
 - (1) in a manner authorised by law or by personal delivery;
 - (2) by sending by prepaid post to the address of the addressee specified in item 5 of the Schedule; or
 - (3) by sending by electronic mail to the email of the addressee specified in item 5 of the Schedule,

or if the addressee notifies another address in accordance with this clause then to that address.

7.2 When notice given

Any notice or other communication in connection with this deed takes effect from the time it is received and, unless a later time is specified, is taken to be received:

- (a) if served or given by personal delivery, at the time it is delivered;
- (b) if left at the address of the addressee specified in item 6 of the Schedule, at the time it is left;
- (c) if sent by prepaid ordinary post to the address of the addressee specified in item 6 of the Schedule, at the expiration of 2 business days after posting;
- (d) if sent by electronic mail specified in item 6 of the Schedule, at the time shown in the transmission report as the time that the electronic mail was sent,

provided that if a notice or other communication is received after 5.00 pm in the place of receipt or on a non-business day, it is taken to be received at 9.00 am on the next business day.

8. GENERAL

8.1 Further assurances

The parties agree to execute enter into and do all such further or other deeds documents acts matters or things necessary desirable or convenient to give effect to the provisions of this agreement and the matters and transactions contemplated in it.

8.2 Entire agreement

The parties agree that this agreement contains the entire agreement between them as to its subject matter and supersedes all prior agreements understandings and negotiations as to such subject matter

8.3 Severance

The parties agree that a construction of this agreement that results in all provisions being enforceable is to be preferred to a construction that does not so result, but if any provision of this agreement or the application of that provision to any person or circumstance is or becomes invalid or unenforceable, then the remaining provisions of this agreement are not affected and are valid and enforceable to the fullest extent permitted by law.

11C

8.4 Exercise of rights

A party may exercise a right, power or remedy at its discretion separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent a further exercise of that or any other right, power or remedy and a failure by a party to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

8.5 Waiver and variation

A provision of or a right created under this agreement may not be waived or varied except in writing signed by the party to be bound.

8.6 Counterparts

This agreement may be executed in one or more counterparts each of which shall constitute an original, but when taken together shall constitute but one agreement.

8.7 Governing law

This agreement is governed by and construed in accordance with the law in force in Western Australia and the parties agree to submit to the jurisdiction of the courts of that State and any court hearing appeals from those courts in all matters arising out of this agreement. Each party unconditionally submits to the jurisdiction of the courts mentioned above and waives any right it has to object to an action being brought in any of those courts.

SCHEDULE

1	SELLER	Xstrata Nickel Australasia Holdings Pty Ltd of Level 10, Alluvion, 58 Mounts Bay Road, Perth WA 6000
2	SALE SHARES	4,502,253
3	PRICE	\$0.00999499554 per Sale Share making a total of \$45,000.00 payable on the Closing Date by the Buyer to the Seller by bank cheque;
4	CLOSING DATE	Means the earlier of: <ol style="list-style-type: none"> 1. fulfilment of the obligations by the Seller and the Buyer under clause 4.2; and 2. 30 April 2014
5	BUYER	Avon Management Company Pty Ltd <Diermajer Family S/F A/C>
6	ADDRESSES	<p>Seller: Xstrata Nickel Australasia Holdings Pty Ltd Address: Level 10, Alluvion, 58 Mounts Bay Road, Perth WA 6000 Email: jed.whitford@glencore.com.au Attention: Jed Whitford</p> <p>Buyer: Avon Management Company Pty Ltd <Diermajer Family S/F A/C> Address: 22 Illowra Way, Duncraig WA 6023 Email: richard@falconminerals.com.au Attention: Richard Diermajer</p>

Signing page

29/4/14

Executed by Xstrata Nickel Australasia Holdings Pty Ltd ABN 22 122 064 589 by or in the presence of:



Signature of Director

IAN KEVIN MARCOV

Name of Director in full




Signature of Director/Secretary

Odelia du Toit

Name of Director/Secretary in full

Executed by Avon Management Company Pty Ltd <Diermajer Family S/F A/C>:



Signature of Director

RICHARD DIERMAJER

Full Name of Director



Signature of Director / Witness

JULIE DIERMAJER

Name of Director / Witness

THIS IS THE ANNEXURE OF 9 PAGES MARKED "D" REFERRED TO IN THE FORM 605 SIGNED BY ME AND DATED 29 APRIL 2014.

I CERTIFY THAT THIS IS A TRUE AND COMPLETE COPY OF THE SHARE SALE & PURCHASE AGREEMENT DATED 29 APRIL 2014 BETWEEN XSTRATA NICKEL AUSTRALASIA HOLDINGS PTY LTD ACN 112 064 589 AND DIAMOND FORCE PTY LTD.



ODELIA DU TOIT, COMPANY SECRETARY, XSTRATA NICKEL AUSTRALASIA HOLDINGS PTY LTD

ANNEXURE D

D

AGREEMENT dated 29 April 2014

PARTIES

1. Xstrata Nickel Australasia Holdings Pty Ltd ABN 22 122 064 589 Level 10, Alluvion, 58 Mounts Bay Road, Perth WA 6000 (Seller)
2. The person or company specified in item 5 of the Schedule (Buyer)

RECITALS

- A. Falcon is a public company listed on ASX.
- B. The Seller owns all the Sale Shares.
- C. The Seller has agreed to sell and the Buyer has agreed to purchase the Sale Shares upon and subject to the terms and conditions in this agreement.

OPERATIVE PROVISIONS:

1. INTERPRETATION

1.1 Definitions

In this agreement unless the context otherwise requires:

ASX means the Australian Stock Exchange Limited.

business day means a day other than a Saturday, Sunday or State public holiday in Western Australia.

Closing means the settlement of the sale and purchase of the Sale Shares.

Closing Date means specified in item 4 of the Schedule or such other date as the parties mutually agree.

Falcon means Falcon Minerals Limited ABN 20 009 256 535.

Encumbrance includes any mortgage, charge, lien, assignment, trust or power, or other interest in or right over property, which is security for the payment of money or the performance or compliance with any other obligation, and includes, without limitation, any agreement to grant or create any of the above.

Other Sale Agreements means the six other share sale and purchase agreements, dated on or about the date of this agreement, which together with this agreement are for the sale of a total of 23,011,516 Shares for an aggregate purchase price of \$230,000.

Price means the price specified in item 3 of the Schedule.

Rate means the rate of 5% per annum.

Sale Shares means the number of Shares specified in item 2 of the Schedule.

Schedule means the schedule to this agreement.

Shares means ordinary fully paid shares in the capital of Falcon.

1.2 Interpretation

In this agreement, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa.
- (b) words of one gender include every other gender.
- (c) words denoting individuals include a firm, body corporate, an unincorporated association and any governmental or other public body or authority of any kind and vice versa.
- (d) references to any statute or other law shall mean such statute or other law as amended or replaced at any time whether before or after the date of this agreement.
- (e) headings shall not effect the construction or interpretation of this agreement.
- (f) references to a clause, paragraph or a schedule is a reference to the same in this agreement.
- (g) a reference to a party in this agreement includes a party's personal representatives, successors in title and permitted assigns.
- (h) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally.
- (i) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally.
- (j) a reference to a document includes that document as amended or replaced.
- (k) a reference to a whole thing includes a reference to part of that thing.
- (l) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this agreement or any part of it.
- (m) where a word or phrase is defined in this agreement, other parts of speech and grammatical forms of that word or phrase have a corresponding meaning.
- (n) a reference to dollars in this agreement is a reference to Australian dollars.

2. SALE AND PURCHASE

2.1 Sale and purchase of Sale Shares

The Seller agrees to sell to the Buyer and the Buyer agrees to buy from the Seller free from any Encumbrance the Sale Shares for the Price upon and subject to the provisions of this agreement.

2.2 Payment of Price

The Price shall be paid by the Buyer to the Seller on the Closing Date in the manner specified in item 3 of the Schedule.

2.3 Interest

If for any cause attributable to the Buyer, Closing is delayed beyond the Closing Date, in addition to all other rights or remedies of the Seller under this Contract, the Buyer shall pay interest on the amount of the Price specified in paragraph (a) of item 3 of the Schedule at the Rate calculated daily from including the due date for payment to but excluding the actual date of payment.

3. REPRESENTATIONS AND WARRANTIES

3.1 Representations and warranties of the Seller

The Seller represents and warrants to the Buyer that:

- (a) the Seller is the legal and beneficial owner of the Sale Shares.
- (b) at Closing the Sale Shares will be free from:
 - (1) any Encumbrance; and
 - (2) any liability to forfeiture, cancellation, avoidance or loss.
- (c) the Seller is entitled and competent to sell and transfer the Sale Shares without the consent of any other person or authority except as required by the constitution of Falcon.
- (d) no agreement has been entered into with any other person for the sale or transfer of the Sale Shares.

3.2 Representation and warranty of the Buyer

The Buyer represents and warrants to the Seller that, as at the Closing Date, the Buyer is not aware of any information concerning Falcon that a reasonable person would expect to have a material effect on the price or value of Shares that has not otherwise been disclosed on the Australian Securities Exchange.

3.3 Survival of warranties

The representations and warranties contained in clauses 3.1 and 3.2 shall survive the execution of this agreement and Closing.

3.4 Acknowledgment

The Buyer agrees that, other than as set out in this agreement, it has not relied on any representation or warranty of the Seller, or any other person, to induce it to enter into this agreement, and it has entered into this agreement after its own satisfactory due diligence in relation to Falcon.

4. CLOSING

4.1 Place of Closing

Closing will take place at the offices of the Buyer in Perth, Western Australia on the Closing Date, or at such other time and place as agreed between the Buyer and Seller in writing.

4.2 Obligations at Closing

At Closing:

- (a) the Buyer shall:
 - (1) deliver to the Seller a bank cheque in the amount of the Price specified in paragraph (a) of item 3 of the Schedule;
 - (2) do all other acts and execute all documents as are required by this agreement to be done or executed by the Buyer at Closing; and
 - (3) do all acts and execute all documents as are required under each Other Sale Agreement to be done by the relevant buyer under each Other Sale Agreement (including delivery of bank cheques for the relevant purchase prices); and
- (b) the Seller shall:
 - (1) deliver to the Buyer the share certificate(s) or holding statement(s) (if any) in respect of the Sale Shares together with a duly executed and registrable transfer of the Sale Shares in favour of the Buyer (in the form annexed to this agreement);

- (2) do all other acts and execute all documents as are required by this agreement to be done or executed by the Seller at Closing.
- (3) do all acts and execute all documents as are required under each Other Sale Agreement to be done by the Seller under each Other Sale Agreement (including delivery of share certificate(s) or holding statement(s) (if any) and duly executed and registrable transfers for the relevant Shares).

4.3 Further assurance

After Closing the parties covenant to do and execute all such acts and things as may be reasonably necessary to place the Buyer in full control of the Sale Shares.

4.4 Title

The title to and risk in respect of the Sale Shares remains solely with the Seller until Closing and only passes to the Buyer upon completion of Closing.

4.5 Interdependence of obligations at Closing

The obligations of the parties under clause 4.2 are interdependent and must be performed, as nearly as possible, simultaneously. If any obligation specified in clause 4.2 is not performed on the Closing Date then, without prejudice to any other rights of the parties, Closing is taken not to have occurred and any document delivered, or payment made, under this clause 4 must be returned to the party that delivered it or paid it.

5 . COSTS

5.1 Costs

Each party shall pay 50 % (fifty percent) of the legal costs and expenses of and incidental to the negotiation, preparation and execution of this agreement and all documents required to be signed by the parties pursuant to this agreement, but the Buyer shall pay all stamp duties (if any) payable in respect of this agreement and all documents required to be signed by the parties pursuant to this agreement.

5.2 Default costs

Any party in default shall pay all the reasonable costs incurred by the other party in respect of such default and notices relating thereto.

6 . DEFAULT

6.1 Time of the essence

Time shall be of the essence of this agreement in all respects.

6.2 Default

A party is in default of this agreement if:

- (a) it fails to pay any moneys required to be paid by it under this agreement on the due date in the manner required by in this agreement; or
- (b) it commits a breach of any other term of this agreement and the breach remains unremedied for a period of 2 business days after written notice thereof shall have been given to it by a party not in default.

6.3 Consequence of default

Where a party is in default of this agreement then, in addition to any other of its legal rights or remedies, the party not in default may:

- (a) by written notice to the party in default rescind this agreement; and/or
- (b) sue for damages or seek specific performance of this agreement or any other remedy to which it might be entitled under this agreement, under statute, at common law or in equity.

7. **NOTICES**

7.1 **Giving of notice**

Any notice or other communication in connection with this agreement:

- (a) must be in writing.
- (b) must be signed by the party giving it or that party's solicitor or agent.
- (c) must be given or served:
 - (1) in a manner authorised by law or by personal delivery;
 - (2) by sending by prepaid post to the address of the addressee specified in item 5 of the Schedule; or
 - (3) by sending by electronic mail to the email of the addressee specified in item 5 of the Schedule,

or if the addressee notifies another address in accordance with this clause then to that address.

7.2 **When notice given**

Any notice or other communication in connection with this deed takes effect from the time it is received and, unless a later time is specified, is taken to be received:

- (a) if served or given by personal delivery, at the time it is delivered;
- (b) if left at the address of the addressee specified in item 6 of the Schedule, at the time it is left;
- (c) if sent by prepaid ordinary post to the address of the addressee specified in item 6 of the Schedule, at the expiration of 2 business days after posting;
- (d) if sent by electronic mail specified in item 6 of the Schedule, at the time shown in the transmission report as the time that the electronic mail was sent,

provided that if a notice or other communication is received after 5.00 pm in the place of receipt or on a non-business day, it is taken to be received at 9.00 am on the next business day.

8. **GENERAL**

8.1 **Further assurances**

The parties agree to execute enter into and do all such further or other deeds documents acts matters or things necessary desirable or convenient to give effect to the provisions of this agreement and the matters and transactions contemplated in it.

8.2 **Entire agreement**

The parties agree that this agreement contains the entire agreement between them as to its subject matter and supersedes all prior agreements understandings and negotiations as to such subject matter

8.3 **Severance**

The parties agree that a construction of this agreement that results in all provisions being enforceable is to be preferred to a construction that does not so result, but if any provision of this agreement or the application of that provision to any person or circumstance is or becomes invalid or unenforceable, then the remaining provisions of this agreement are not affected and are valid and enforceable to the fullest extent permitted by law.

8.4 Exercise of rights

A party may exercise a right, power or remedy at its discretion separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent a further exercise of that or any other right, power or remedy and a failure by a party to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

8.5 Waiver and variation

A provision of or a right created under this agreement may not be waived or varied except in writing signed by the party to be bound.

8.6 Counterparts

This agreement may be executed in one or more counterparts each of which shall constitute an original, but when taken together shall constitute but one agreement.

8.7 Governing law

This agreement is governed by and construed in accordance with the law in force in Western Australia and the parties agree to submit to the jurisdiction of the courts of that State and any court hearing appeals from those courts in all matters arising out of this agreement. Each party unconditionally submits to the jurisdiction of the courts mentioned above and waives any right it has to object to an action being brought in any of those courts.

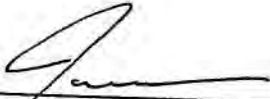
SCHEDULE

1	SELLER	Xstrata Nickel Australasia Holdings Pty Ltd of Level 10, Alluvion, 58 Mounts Bay Road, Perth WA 6000
2	SALE SHARES	5,002,503
3	PRICE	\$0.00999499554 per Sale Share making a total of \$50,000.00 payable on the Closing Date by the Buyer to the Seller by bank cheque;
4	CLOSING DATE	Means the earlier of: <ol style="list-style-type: none"> 1. fulfilment of the obligations by the Seller and the Buyer under clause 4.2; and 2. 30 April 2014
5	BUYER	Diamond Force Pty Ltd
6	ADDRESSES	<p>Seller: Xstrata Nickel Australasia Holdings Pty Ltd Address: Level 10, Alluvion, 58 Mounts Bay Road, Perth WA 6000 Email: jed.whitford@glencore.com.au Attention: Jed Whitford</p> <p>Buyer: Diamond Force Pty Ltd Address: PO Box 2022, Midland DC WA 6936 Email: Attention: Joe Fondacaro</p>

Signing page

29/4/14

Executed by Xstrata Nickel Australasia Holdings Pty Ltd ABN 22 122 064 589 by or in the presence of:



Signature of Director

IAN KEVIN MARCOV

Name of Director in full




Signature of Director/Secretary

Odelia du Toit

Name of Director/Secretary in full

Executed by Diamond Force Pty Ltd:



Signature of Director

Jose PM ANNUNZIO FONDACARO

Full Name of Director



Signature of Director / Witness

Ronald Smit

Name of Director / Witness

THIS IS THE ANNEXURE OF 9 PAGES MARKED "E" REFERRED TO IN THE FORM 605 SIGNED BY ME AND DATED 29 APRIL 2014.

I CERTIFY THAT THIS IS A TRUE AND COMPLETE COPY OF THE SHARE SALE & PURCHASE AGREEMENT DATED 29 APRIL 2014 BETWEEN XSTRATA NICKEL AUSTRALASIA HOLDINGS PTY LTD ACN 112 064 589 AND DEAN WILLIAM CALDER < CALDER FAMILY A/C>.



ODELIA DU TOIT, COMPANY SECRETARY, XSTRATA NICKEL AUSTRALASIA HOLDINGS PTY LTD

ANNEXURE E

SHARE SALE & PURCHASE AGREEMENT

(of fully paid ordinary shares - FALCON MINERALS LIMITED)

Parties

Xstrata Nickel Australasia Holdings Pty Ltd

Seller

and

Mr Dean William Calder <Calder Family A/C>

Buyer

"E"

AGREEMENT dated 29 April 2014

PARTIES

1. Xstrata Nickel Australasia Holdings Pty Ltd ABN 22 12 064 589 Level 10, Alluvion, 58 Mounts Bay Road, Perth WA 6000 (Seller)
2. The person or company specified in item 5 of the Schedule (Buyer)

RECITALS

- A. Falcon is a public company listed on ASX.
- B. The Seller owns all the Sale Shares.
- C. The Seller has agreed to sell and the Buyer has agreed to purchase the Sale Shares upon and subject to the terms and conditions in this agreement.

OPERATIVE PROVISIONS:

1. INTERPRETATION

1.1 Definitions

In this agreement unless the context otherwise requires:

ASX means the Australian Stock Exchange Limited.

business day means a day other than a Saturday, Sunday or State public holiday in Western Australia.

Closing means the settlement of the sale and purchase of the Sale Shares.

Closing Date means specified in item 4 of the Schedule or such other date as the parties mutually agree.

Falcon means Falcon Minerals Limited ABN 20 009 256 535.

Encumbrance includes any mortgage, charge, lien, assignment, trust or power, or other interest in or right over property, which is security for the payment of money or the performance or compliance with any other obligation, and includes, without limitation, any agreement to grant or create any of the above.

Other Sale Agreements means the six other share sale and purchase agreements, dated on or about the date of this agreement, which together with this agreement are for the sale of a total of 23,011,516 Shares for an aggregate purchase price of \$230,000.

Price means the price specified in item 3 of the Schedule.

Rate means the rate of 5% per annum.

Sale Shares means the number of Shares specified in item 2 of the Schedule.

Schedule means the schedule to this agreement.

Shares means ordinary fully paid shares in the capital of Falcon.

1.2 Interpretation

In this agreement, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa.
- (b) words of one gender include every other gender.
- (c) words denoting individuals include a firm, body corporate, an unincorporated association and any governmental or other public body or authority of any kind and vice versa.
- (d) references to any statute or other law shall mean such statute or other law as amended or replaced at any time whether before or after the date of this agreement.
- (e) headings shall not effect the construction or interpretation of this agreement.
- (f) references to a clause, paragraph or a schedule is a reference to the same in this agreement.
- (g) a reference to a party in this agreement includes a party's personal representatives, successors in title and permitted assigns.
- (h) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally.
- (i) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally.
- (j) a reference to a document includes that document as amended or replaced.
- (k) a reference to a whole thing includes a reference to part of that thing.
- (l) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this agreement or any part of it.
- (m) where a word or phrase is defined in this agreement, other parts of speech and grammatical forms of that word or phrase have a corresponding meaning.
- (n) a reference to dollars in this agreement is a reference to Australian dollars.

2. SALE AND PURCHASE

2.1 Sale and purchase of Sale Shares

The Seller agrees to sell to the Buyer and the Buyer agrees to buy from the Seller free from any Encumbrance the Sale Shares for the Price upon and subject to the provisions of this agreement.

2.2 Payment of Price

The Price shall be paid by the Buyer to the Seller on the Closing Date in the manner specified in item 3 of the Schedule.

2.3 Interest

If for any cause attributable to the Buyer, Closing is delayed beyond the Closing Date, in addition to all other rights or remedies of the Seller under this Contract, the Buyer shall pay interest on the amount of the Price specified in paragraph (a) of item 3 of the Schedule at the Rate calculated daily from including the due date for payment to but excluding the actual date of payment.

3. REPRESENTATIONS AND WARRANTIES

3.1 Representations and warranties of the Seller

The Seller represents and warrants to the Buyer that:

- (a) the Seller is the legal and beneficial owner of the Sale Shares.
- (b) at Closing the Sale Shares will be free from:
 - (1) any Encumbrance; and
 - (2) any liability to forfeiture, cancellation, avoidance or loss.
- (c) the Seller is entitled and competent to sell and transfer the Sale Shares without the consent of any other person or authority except as required by the constitution of Falcon.
- (d) no agreement has been entered into with any other person for the sale or transfer of the Sale Shares.

3.2 Representation and warranty of the Buyer

The Buyer represents and warrants to the Seller that, as at the Closing Date, the Buyer is not aware of any information concerning Falcon that a reasonable person would expect to have a material effect on the price or value of Shares that has not otherwise been disclosed on the Australian Securities Exchange.

3.3 Survival of warranties

The representations and warranties contained in clauses 3.1 and 3.2 shall survive the execution of this agreement and Closing.

3.4 Acknowledgment

The Buyer agrees that, other than as set out in this agreement, it has not relied on any representation or warranty of the Seller, or any other person, to induce it to enter into this agreement, and it has entered into this agreement after its own satisfactory due diligence in relation to Falcon.

4. CLOSING

4.1 Place of Closing

Closing will take place at the offices of the Buyer in Perth, Western Australia on the Closing Date, or at such other time and place as agreed between the Buyer and Seller in writing.

4.2 Obligations at Closing

At Closing:

- (a) the Buyer shall:
 - (1) deliver to the Seller a bank cheque in the amount of the Price specified in paragraph (a) of item 3 of the Schedule;
 - (2) do all other acts and execute all documents as are required by this agreement to be done or executed by the Buyer at Closing; and
 - (3) do all acts and execute all documents as are required under each Other Sale Agreement to be done by the relevant buyer under each Other Sale Agreement (including delivery of bank cheques for the relevant purchase prices); and
- (b) the Seller shall:
 - (1) deliver to the Buyer the share certificate(s) or holding statement(s) (if any) in respect of the Sale Shares together with a duly executed and registrable transfer of the Sale Shares in favour of the Buyer (in the form annexed to this agreement);

(2) do all other acts and execute all documents as are required by this agreement to be done or executed by the Seller at Closing.

(3) do all acts and execute all documents as are required under each Other Sale Agreement to be done by the Seller under each Other Sale Agreement (including delivery of share certificate(s) or holding statement(s) (if any) and duly executed and registrable transfers for the relevant Shares).

4.3 Further assurance

After Closing the parties covenant to do and execute all such acts and things as may be reasonably necessary to place the Buyer in full control of the Sale Shares.

4.4 Title

The title to and risk in respect of the Sale Shares remains solely with the Seller until Closing and only passes to the Buyer upon completion of Closing.

4.5 Interdependence of obligations at Closing

The obligations of the parties under clause 4.2 are interdependent and must be performed, as nearly as possible, simultaneously. If any obligation specified in clause 4.2 is not performed on the Closing Date then, without prejudice to any other rights of the parties, Closing is taken not to have occurred and any document delivered, or payment made, under this clause 4 must be returned to the party that delivered it or paid it.

5. COSTS

5.1 Costs

Each party shall pay 50 % (fifty percent) of the legal costs and expenses of and incidental to the negotiation, preparation and execution of this agreement and all documents required to be signed by the parties pursuant to this agreement, but the Buyer shall pay all stamp duties (if any) payable in respect of this agreement and all documents required to be signed by the parties pursuant to this agreement.

5.2 Default costs

Any party in default shall pay all the reasonable costs incurred by the other party in respect of such default and notices relating thereto.

6. DEFAULT

6.1 Time of the essence

Time shall be of the essence of this agreement in all respects.

6.2 Default

A party is in default of this agreement if:

- (a) it fails to pay any moneys required to be paid by it under this agreement on the due date in the manner required by in this agreement; or
- (b) it commits a breach of any other term of this agreement and the breach remains unremedied for a period of 2 business days after written notice thereof shall have been given to it by a party not in default.

6.3 Consequence of default

Where a party is in default of this agreement then, in addition to any other of its legal rights or remedies, the party not in default may:

- (a) by written notice to the party in default rescind this agreement; and/or
- (b) sue for damages or seek specific performance of this agreement or any other remedy to which it might be entitled under this agreement, under statute, at common law or in equity.

7. NOTICES

7.1 Giving of notice

Any notice or other communication in connection with this agreement:

- (a) must be in writing.
- (b) must be signed by the party giving it or that party's solicitor or agent.
- (c) must be given or served:
 - (1) in a manner authorised by law or by personal delivery;
 - (2) by sending by prepaid post to the address of the addressee specified in item 5 of the Schedule; or
 - (3) by sending by electronic mail to the email of the addressee specified in item 5 of the Schedule,

or if the addressee notifies another address in accordance with this clause then to that address.

7.2 When notice given

Any notice or other communication in connection with this deed takes effect from the time it is received and, unless a later time is specified, is taken to be received:

- (a) if served or given by personal delivery, at the time it is delivered;
- (b) if left at the address of the addressee specified in item 6 of the Schedule, at the time it is left;
- (c) if sent by prepaid ordinary post to the address of the addressee specified in item 6 of the Schedule, at the expiration of 2 business days after posting;
- (d) if sent by electronic mail specified in item 6 of the Schedule, at the time shown in the transmission report as the time that the electronic mail was sent,

provided that if a notice or other communication is received after 5.00 pm in the place of receipt or on a non-business day, it is taken to be received at 9.00 am on the next business day.

8. GENERAL

8.1 Further assurances

The parties agree to execute enter into and do all such further or other deeds documents acts matters or things necessary desirable or convenient to give effect to the provisions of this agreement and the matters and transactions contemplated in it.

8.2 Entire agreement

The parties agree that this agreement contains the entire agreement between them as to its subject matter and supersedes all prior agreements understandings and negotiations as to such subject matter

8.3 Severance

The parties agree that a construction of this agreement that results in all provisions being enforceable is to be preferred to a construction that does not so result, but if any provision of this agreement or the application of that provision to any person or circumstance is or becomes invalid or unenforceable, then the remaining provisions of this agreement are not affected and are valid and enforceable to the fullest extent permitted by law.

8.4 Exercise of rights

A party may exercise a right, power or remedy at its discretion separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent a further exercise of that or any other right, power or remedy and a failure by a party to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

8.5 Waiver and variation

A provision of or a right created under this agreement may not be waived or varied except in writing signed by the party to be bound.

8.6 Counterparts

This agreement may be executed in one or more counterparts each of which shall constitute an original, but when taken together shall constitute but one agreement.

8.7 Governing law

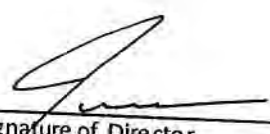
This agreement is governed by and construed in accordance with the law in force in Western Australia and the parties agree to submit to the jurisdiction of the courts of that State and any court hearing appeals from those courts in all matters arising out of this agreement. Each party unconditionally submits to the jurisdiction of the courts mentioned above and waives any right it has to object to an action being brought in any of those courts.

SCHEDULE

1	SELLER	Xstrata Nickel Australasia Holdings Pty Ltd of Level 10, Alluvion, 58 Mounts Bay Road, Perth WA 6000
2	SALE SHARES	2,001,001
3	PRICE	\$0.00999499554 per Sale Share making a total of \$20,000.00 payable on the Closing Date by the Buyer to the Seller by bank cheque;
4	CLOSING DATE	Means the earlier of: <ol style="list-style-type: none"> 1. fulfilment of the obligations by the Seller and the Buyer under clause 4.2; and 2. 30 April 2014
5	BUYER	Mr Dean William Calder <Calder Family A/C>
6	ADDRESSES	<p>Seller: Xstrata Nickel Australasia Holdings Pty Ltd Address: Level 10, Alluvion, 58 Mounts Bay Road, Perth WA 6000 Email: jed.whitford@glencore.com.au Attention: Jed Whitford</p> <p>Buyer: Mr Dean William Calder <Calder Family A/C> Address: PO Box 782 West Perth WA 6872 Email: dean@calderroth.com.au Attention: Dean Calder</p>

Signing page 29th / 4 / 14

Executed by Xstrata Nickel Australasia Holdings Pty Ltd ABN 22 122 064 589 by or in the presence of:



Signature of Director

IAN KEVIN MARCOV

Name of Director in full



Signature of Director/Secretary

Odelia du Toit

Name of Director/Secretary in full

Executed by Mr Dean William Calder <Calder Family A/C>:



Signature

DEAN WILLIAM CALDER

Full Name



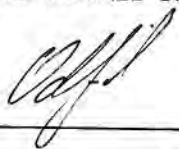
Signature of Witness

MARK BENJAMIN GRIFFITHS

Name of Witness

THIS IS THE ANNEXURE OF 9 PAGES MARKED "F" REFERRED TO IN THE FORM 605 SIGNED BY ME AND DATED 29 APRIL 2014.

I CERTIFY THAT THIS IS A TRUE AND COMPLETE COPY OF THE SHARE SALE & PURCHASE AGREEMENT DATED 29 APRIL 2014 BETWEEN XSTRATA NICKEL AUSTRALASIA HOLDINGS PTY LTD ACN 112 064 589 AND RONALD SMIT.



ODELIA DU TOIT, COMPANY SECRETARY, XSTRATA NICKEL AUSTRALASIA HOLDINGS PTY LTD

ANNEXURE F

17

SHARE SALE & PURCHASE AGREEMENT

(of fully paid ordinary shares - FALCON MINERALS LIMITED)

Parties

Xstrata Nickel Australasia Holdings Pty Ltd

Seller

and

Ronald Smit

Buyer

AGREEMENT dated 29 April 2014

PARTIES

- 1. Xstrata Nickel Australasia Holdings Pty Ltd ABN 22 12 064 589 Level 10, Alluvion, 58 Mounts Bay Road, Perth WA 6000 (**Seller**)
- 2. The person or company specified in item 5 of the Schedule (**Buyer**)

RECITALS

- A. Falcon is a public company listed on ASX.
- B. The Seller owns all the Sale Shares.
- C. The Seller has agreed to sell and the Buyer has agreed to purchase the Sale Shares upon and subject to the terms and conditions in this agreement.

OPERATIVE PROVISIONS:

1. INTERPRETATION

1.1 Definitions

In this agreement unless the context otherwise requires:

ASX means the Australian Stock Exchange Limited.

business day means a day other than a Saturday, Sunday or State public holiday in Western Australia.

Closing means the settlement of the sale and purchase of the Sale Shares.

Closing Date means specified in item 4 of the Schedule or such other date as the parties mutually agree.

Falcon means Falcon Minerals Limited ABN 20 009 256 535.

Encumbrance includes any mortgage, charge, lien, assignment, trust or power, or other interest in or right over property, which is security for the payment of money or the performance or compliance with any other obligation, and includes, without limitation, any agreement to grant or create any of the above.

Other Sale Agreements means the six other share sale and purchase agreements, dated on or about the date of this agreement, which together with this agreement are for the sale of a total of 23,011,516 Shares for an aggregate purchase price of \$230,000.

Price means the price specified in item 3 of the Schedule.

Rate means the rate of 5% per annum.

Sale Shares means the number of Shares specified in item 2 of the Schedule.

Schedule means the schedule to this agreement.

Shares means ordinary fully paid shares in the capital of Falcon.

1.2 Interpretation

In this agreement, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa.
- (b) words of one gender include every other gender.
- (c) words denoting individuals include a firm, body corporate, an unincorporated association and any governmental or other public body or authority of any kind and vice versa.
- (d) references to any statute or other law shall mean such statute or other law as amended or replaced at any time whether before or after the date of this agreement.
- (e) headings shall not effect the construction or interpretation of this agreement.
- (f) references to a clause, paragraph or a schedule is a reference to the same in this agreement.
- (g) a referenceto a party in this agreement includes a party's personal representatives, successors in title and permitted assigns.
- (h) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally.
- (i) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally.
- (j) a referenceto a document includes that document as amended or replaced.
- (k) a referenceto a whole thing includes a reference to part of that thing.
- (l) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this agreement or any part of it.
- (m) where a word or phrase is defined in this agreement, other parts of speech and grammatical folliis of that word or phrase have a corresponding meaning.
- (n) a referenceto dollars in this agreement is a reference to Australian dollars.

2. SALE AND PURCHASE

2.1 Sale and purchase of Sale Shares

The Seller agrees to sell to the Buyer and the Buyer agrees to buy from the Seller free from any Encumbrance the Sale Shares for the Price upon and subject to the provisions of this agreement.

2.2 Payment of Price

The Price shall be paid by the Buyer to the Seller on the Closing Date in the manner specified in item 3 of the Schedule.

2.3 Interest

If for any cause attributable to the Buyer, Closing is delayed beyond the Closing Date, in addition to all other rights or remedies of the Seller under this Contract, the Buyer shall pay interest on the amount of the Price specified in paragraph (a) of item 3 of the Schedule at the Rate calculated daily from including the due date for payment to but excluding the actual date of payment.

3. REPRESENTATIONS AND WARRANTIES

3.1 Representations and warranties of the Seller

The Seller represents and warrants to the Buyer that:

- (a) the Seller is the legal and beneficial owner of the Sale Shares.
- (b) at Closing the Sale Shares will be free from:
 - (1) any Encumbrance; and
 - (2) any liability to forfeiture, cancellation, avoidance or loss.
- (c) the Seller is entitled and competent to sell and transfer the Sale Shares without the consent of any other person or authority except as required by the constitution of Falcon.
- (d) no agreement has been entered into with any other person for the sale or transfer of the Sale Shares.

3.2 Representation and warranty of the Buyer

The Buyer represents and warrants to the Seller that, as at the Closing Date, the Buyer is not aware of any information concerning Falcon that a reasonable person would expect to have a material effect on the price or value of Shares that has not otherwise been disclosed on the Australian Securities Exchange.

3.3 Survival of warranties

The representations and warranties contained in clauses 3.1 and 3.2 shall survive the execution of this agreement and Closing.

3.4 Acknowledgment

The Buyer agrees that, other than as set out in this agreement, it has not relied on any representation or warranty of the Seller, or any other person, to induce it to enter into this agreement, and it has entered into this agreement after its own satisfactory due diligence in relation to Falcon.

4. CLOSING

4.1 Place of Closing

Closing will take place at the offices of the Buyer in Perth, Western Australia on the Closing Date, or at such other time and place as agreed between the Buyer and Seller in writing.

4.2 Obligations at Closing

At Closing:

- (a) the Buyer shall:
 - (1) deliver to the Seller a bank cheque in the amount of the Price specified in paragraph (a) of item 3 of the Schedule;
 - (2) do all other acts and execute all documents as are required by this agreement to be done or executed by the Buyer at Closing; and
 - (3) do all acts and execute all documents as are required under each Other Sale Agreement to be done by the relevant buyer under each Other Sale Agreement (including delivery of bank cheques for the relevant purchase prices); and
- (b) the Seller shall:
 - (1) deliver to the Buyer the share certificate(s) or holding statement(s) (if any) in respect of the Sale Shares together with a duly executed and registrable transfer of the Sale Shares in favour of the Buyer (in the form annexed to this agreement);

- "f"
- (2) do all other acts and execute all documents as are required by this agreement to be done or executed by the Seller at Closing.
 - (3) do all acts and execute all documents as are required under each Other Sale Agreement to be done by the Seller under each Other Sale Agreement (including delivery of share certificate(s) or holding statement(s) (if any) and duly executed and registrable transfers for the relevant Shares).

4.3 Further assurance

After Closing the parties covenant to do and execute all such acts and things as may be reasonably necessary to place the Buyer in full control of the Sale Shares.

4.4 Title

The title to and risk in respect of the Sale Shares remains solely with the Seller until Closing and only passes to the Buyer upon completion of Closing.

4.5 Interdependence of obligations at Closing

The obligations of the parties under clause 4.2 are interdependent and must be performed, as nearly as possible, simultaneously. If any obligation specified in clause 4.2 is not performed on the Closing Date then, without prejudice to any other rights of the parties, Closing is taken not to have occurred and any document delivered, or payment made, under this clause 4 must be returned to the party that delivered it or paid it.

5. COSTS

5.1 Costs

Each party shall pay 50 % (fifty percent) of the legal costs and expenses of and incidental to the negotiation, preparation and execution of this agreement and all documents required to be signed by the parties pursuant to this agreement, but the Buyer shall pay all stamp duties (if any) payable in respect of this agreement and all documents required to be signed by the parties pursuant to this agreement.

5.2 Default costs

Any party in default shall pay all the reasonable costs incurred by the other party in respect of such default and notices relating thereto.

6. DEFAULT

6.1 Time of the essence

Time shall be of the essence of this agreement in all respects.

6.2 Default

A party is in default of this agreement if:

- (a) it fails to pay any moneys required to be paid by it under this agreement on the due date in the manner required by in this agreement; or
- (b) it commits a breach of any other term of this agreement and the breach remains unremedied for a period of 2 business days after written notice thereof shall have been given to it by a party not in default.

6.3 Consequence of default

Where a party is in default of this agreement then, in addition to any other of its legal rights or remedies, the party not in default may:

- (a) by written notice to the party in default rescind this agreement; and/or
- (b) sue for damages or seek specific performance of this agreement or any other remedy to which it might be entitled under this agreement, under statute, at common law or in equity.

7. NOTICES

7.1 Giving of notice

Any notice or other communication in connection with this agreement:

- (a) must be in writing.
- (b) must be signed by the party giving it or that party's solicitor or agent.
- (c) must be given or served:
 - (1) in a manner authorised by law or by personal delivery;
 - (2) by sending by prepaid post to the address of the addressee specified in item 5 of the Schedule; or
 - (3) by sending by electronic mail to the email of the addressee specified in item 5 of the Schedule,

or if the addressee notifies another address in accordance with this clause then to that address.

7.2 When notice given

Any notice or other communication in connection with this deed takes effect from the time it is received and, unless a later time is specified, is taken to be received:

- (a) if served or given by personal delivery, at the time it is delivered;
- (b) if left at the address of the addressee specified in item 6 of the Schedule, at the time it is left;
- (c) if sent by prepaid ordinary post to the address of the addressee specified in item 6 of the Schedule, at the expiration of 2 business days after posting;
- (d) if sent by electronic mail specified in item 6 of the Schedule, at the time shown in the transmission report as the time that the electronic mail was sent,

provided that if a notice or other communication is received after 5.00 pm in the place of receipt or on a non-business day, it is taken to be received at 9.00 am on the next business day.

8. GENERAL

8.1 Further assurances

The parties agree to execute enter into and do all such further or other deeds documents acts matters or things necessary desirable or convenient to give effect to the provisions of this agreement and the matters and transactions contemplated in it.

8.2 Entire agreement

The parties agree that this agreement contains the entire agreement between them as to its subject matter and supersedes all prior agreements understandings and negotiations as to such subject matter

8.3 Severance

The parties agree that a construction of this agreement that results in all provisions being enforceable is to be preferred to a construction that does not so result, but if any provision of this agreement or the application of that provision to any person or circumstance is or becomes invalid or unenforceable, then the remaining provisions of this agreement are not affected and are valid and enforceable to the fullest extent permitted by law.

8.4 Exercise of rights

A party may exercise a right, power or remedy at its discretion separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent a further exercise of that or any other right, power or remedy and a failure by a party to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

8.5 Waiver and variation

A provision of or a right created under this agreement may not be waived or varied except in writing signed by the party to be bound.

8.6 Counterparts

This agreement may be executed in one or more counterparts each of which shall constitute an original, but when taken together shall constitute but one agreement.

8.7 Governing law

This agreement is governed by and construed in accordance with the law in force in Western Australia and the parties agree to submit to the jurisdiction of the courts of that State and any court hearing appeals from those courts in all matters arising out of this agreement. Each party unconditionally submits to the jurisdiction of the courts mentioned above and waives any right it has to object to an action being brought in any of those courts.

SCHEDULE

1	SELLER	Xstrata Nickel Australasia Holdings Pty Ltd of Level 10, Alluvion, 58 Mounts Bay Road, Perth WA 6000
2	SALE SHARES	4,502,253
3	PRICE	\$0.00999499554 per Sale Share making a total of \$45,000.00 payable on the Closing Date by the Buyer to the Seller by bank cheque;
4	CLOSING DATE	Means the earlier of: <ol style="list-style-type: none"> 1. fulfilment of the obligations by the Seller and the Buyer under clause 4.2; and 2. 30 April 2014
5	BUYER	Ronald Smit
6	ADDRESSES	<p>Seller: Xstrata Nickel Australasia Holdings Pty Ltd Address: Level 10, Alluvion, 58 Mounts Bay Road, Perth WA 6000 Email: jed.whitford@glencore.com.au Attention: Jed Whitford</p> <p>Buyer: Ronald Smit Address: 44 Leake Street NORTH PERTH WA 6006 Email: rsmit@falconminerals.com.au Attention: Ronald Smit</p>

Signing page

29/4/14

Executed by Xstrata Nickel Australasia Holdings Pty Ltd ABN 22 122 064 589 by or in the presence of:



Signature of Director

IAN KEVIN MARCOV

Name of Director in full



Signature of Director/Secretary

Odelydy Toit

Name of Director/Secretary in full

Executed by Ronald Smit:



Signature

Ronald Smit

Full Name



Signature of Witness

R. Muskett

Name of Witness

THIS IS THE ANNEXURE OF 9 PAGES MARKED "G" REFERRED TO IN THE FORM 605 SIGNED BY ME AND DATED 29 APRIL 2014.

I CERTIFY THAT THIS IS A TRUE AND COMPLETE COPY OF THE SHARE SALE & PURCHASE AGREEMENT DATED 29 APRIL 2014 BETWEEN XSTRATA NICKEL AUSTRALASIA HOLDINGS PTY LTD ACN 112 064 589 AND S & CJ PTY LTD < FALCON GOLD SUPER FUND A/C>.



ODELIA DU TOIT, COMPANY SECRETARY, XSTRATA NICKEL AUSTRALASIA HOLDINGS PTY LTD

ANNEXURE G

SHARE SALE & PURCHASE AGREEMENT

(of fully paid ordinary shares - FALCON MINERALS LIMITED)

Parties

Xstrata Nickel Australasia Holdings Pty Ltd

Seller

and

**S & CJ Pty Ltd
<Falcon Gold Super Fund A/C>**

Buyer

AGREEMENT dated

29 April 2016

PARTIES

1. Xstrata Nickel Australasia Holdings Pty Ltd ABN 22 12 064 589 Level 10, Alluvion, 58 Mounts Bay Road, Perth WA 6000 (**Seller**)
2. The person or company specified in item 5 of the Schedule (**Buyer**)

RECITALS

- A. Falcon is a public company listed on ASX.
- B. The Seller owns all the Sale Shares.
- C. The Seller has agreed to sell and the Buyer has agreed to purchase the Sale Shares upon and subject to the terms and conditions in this agreement.

OPERATIVE PROVISIONS:

1. INTERPRETATION

1.1 Definitions

In this agreement unless the context otherwise requires:

ASX means the Australian Stock Exchange Limited.

business day means a day other than a Saturday, Sunday or State public holiday in Western Australia.

Closing means the settlement of the sale and purchase of the Sale Shares.

Closing Date means specified in item 4 of the Schedule or such other date as the parties mutually agree.

Falcon means Falcon Minerals Limited ABN 20 009 256 535.

Encumbrance includes any mortgage, charge, lien, assignment, trust or power, or other interest in or right over property, which is security for the payment of money or the performance or compliance with any other obligation, and includes, without limitation, any agreement to grant or create any of the above.

Other Sale Agreements means the six other share sale and purchase agreements, dated on or about the date of this agreement, which together with this agreement are for the sale of a total of 23,011,516 Shares for an aggregate purchase price of \$230,000.

Price means the price specified in item 3 of the Schedule.

Rate means the rate of 5% per annum.

Sale Shares means the number of Shares specified in item 2 of the Schedule.

Schedule means the schedule to this agreement.

Shares means ordinary fully paid shares in the capital of Falcon.

1.2 Interpretation

In this agreement, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa.
- (b) words of one gender include every other gender.
- (c) words denoting individuals include a firm, body corporate, an unincorporated association and any governmental or other public body or authority of any kind and vice versa.
- (d) references to any statute or other law shall mean such statute or other law as amended or replaced at any time whether before or after the date of this agreement.
- (e) headings shall not effect the construction or interpretation of this agreement.
- (f) references to a clause, paragraph or a schedule is a reference to the same in this agreement.
- (g) a reference to a party in this agreement includes a party's personal representatives, successors in title and permitted assigns.
- (h) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally.
- (i) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally.
- (j) a reference to a document includes that document as amended or replaced.
- (k) a reference to a whole thing includes a reference to part of that thing.
- (l) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this agreement or any part of it.
- (m) where a word or phrase is defined in this agreement, other parts of speech and grammatical forms of that word or phrase have a corresponding meaning.
- (n) a reference to dollars in this agreement is a reference to Australian dollars.

2. SALE AND PURCHASE

2.1 Sale and purchase of Sale Shares

The Seller agrees to sell to the Buyer and the Buyer agrees to buy from the Seller free from any Encumbrance the Sale Shares for the Price upon and subject to the provisions of this agreement.

2.2 Payment of Price

The Price shall be paid by the Buyer to the Seller on the Closing Date in the manner specified in item 3 of the Schedule.

2.3 Interest

If for any cause attributable to the Buyer, Closing is delayed beyond the Closing Date, in addition to all other rights or remedies of the Seller under this Contract, the Buyer shall pay interest on the amount of the Price specified in paragraph (a) of item 3 of the Schedule at the Rate calculated daily from including the due date for payment to but excluding the actual date of payment.

3. REPRESENTATIONS AND WARRANTIES

3.1 Representations and warranties of the Seller

The Seller represents and warrants to the Buyer that:

- (a) the Seller is the legal and beneficial owner of the Sale Shares.
- (b) at Closing the Sale Shares will be free from:
 - (1) any Encumbrance; and
 - (2) any liability to forfeiture, cancellation, avoidance or loss.
- (c) the Seller is entitled and competent to sell and transfer the Sale Shares without the consent of any other person or authority except as required by the constitution of Falcon.
- (d) no agreement has been entered into with any other person for the sale or transfer of the Sale Shares.

3.2 Representation and warranty of the Buyer

The Buyer represents and warrants to the Seller that, as at the Closing Date, the Buyer is not aware of any information concerning Falcon that a reasonable person would expect to have a material effect on the price or value of Shares that has not otherwise been disclosed on the Australian Securities Exchange.

3.3 Survival of warranties

The representations and warranties contained in clauses 3.1 and 3.2 shall survive the execution of this agreement and Closing.

3.4 Acknowledgment

The Buyer agrees that, other than as set out in this agreement, it has not relied on any representation or warranty of the Seller, or any other person, to induce it to enter into this agreement, and it has entered into this agreement after its own satisfactory due diligence in relation to Falcon.

4. CLOSING

4.1 Place of Closing

Closing will take place at the offices of the Buyer in Perth, Western Australia on the Closing Date, or at such other time and place as agreed between the Buyer and Seller in writing.

4.2 Obligations at Closing

At Closing:

- (a) the Buyer shall:
 - (1) deliver to the Seller a bank cheque in the amount of the Price specified in paragraph (a) of item 3 of the Schedule;
 - (2) do all other acts and execute all documents as are required by this agreement to be done or executed by the Buyer at Closing; and
 - (3) do all acts and execute all documents as are required under each Other Sale Agreement to be done by the relevant buyer under each Other Sale Agreement (including delivery of bank cheques for the relevant purchase prices); and
- (b) the Seller shall:
 - (1) deliver to the Buyer the share certificate(s) or holding statement(s) (if any) in respect of the Sale Shares together with a duly executed and registrable transfer of the Sale Shares in favour of the Buyer (in the form annexed to this agreement);

(2) do all other acts and execute all documents as are required by this agreement to be done or executed by the Seller at Closing.

(3) do all acts and execute all documents as are required under each Other Sale Agreement to be done by the Seller under each Other Sale Agreement (including delivery of share certificate(s) or holding statement(s) (if any) and duly executed and registrable transfers for the relevant Shares).

4.3 Further assurance

After Closing the parties covenant to do and execute all such acts and things as may be reasonably necessary to place the Buyer in full control of the Sale Shares.

4.4 Title

The title to and risk in respect of the Sale Shares remains solely with the Seller until Closing and only passes to the Buyer upon completion of Closing.

4.5 Interdependence of obligations at Closing

The obligations of the parties under clause 4.2 are interdependent and must be performed, as nearly as possible, simultaneously. If any obligation specified in clause 4.2 is not performed on the Closing Date then, without prejudice to any other rights of the parties, Closing is taken not to have occurred and any document delivered, or payment made, under this clause 4 must be returned to the party that delivered it or paid it.

5 COSTS

5.1 Costs

Each party shall pay 50 % (fifty percent) of the legal costs and expenses of and incidental to the negotiation, preparation and execution of this agreement and all documents required to be signed by the parties pursuant to this agreement, but the Buyer shall pay all stamp duties (if any) payable in respect of this agreement and all documents required to be signed by the parties pursuant to this agreement.

5.2 Default costs

Any party in default shall pay all the reasonable costs incurred by the other party in respect of such default and notices relating thereto.

6 DEFAULT

6.1 Time of the essence

Time shall be of the essence of this agreement in all respects.

6.2 Default

A party is in default of this agreement if:

- (a) it fails to pay any moneys required to be paid by it under this agreement on the due date in the manner required by in this agreement; or
- (b) it commits a breach of any other term of this agreement and the breach remains unremedied for a period of 2 business days after written notice thereof shall have been given to it by a party not in default.

6.3 Consequence of default

Where a party is in default of this agreement then, in addition to any other of its legal rights or remedies, the party not in default may:

- (a) by written notice to the party in default rescind this agreement; and/or
- (b) sue for damages or seek specific performance of this agreement or any other remedy to which it might be entitled under this agreement, under statute, at common law or in equity.

7. NOTICES

7.1 Giving of notice

Any notice or other communication in connection with this agreement:

- (a) must be in writing.
- (b) must be signed by the party giving it or that party's solicitor or agent.
- (c) must be given or served:
 - (1) in a manner authorised by law or by personal delivery;
 - (2) by sending by prepaid post to the address of the addressee specified in item 5 of the Schedule; or
 - (3) by sending by electronic mail to the email of the addressee specified in item 5 of the Schedule,

or if the addressee notifies another address in accordance with this clause then to that address.

7.2 When notice given

Any notice or other communication in connection with this deed takes effect from the time it is received and, unless a later time is specified, is taken to be received:

- (a) if served or given by personal delivery, at the time it is delivered;
- (b) if left at the address of the addressee specified in item 6 of the Schedule, at the time it is left;
- (c) if sent by prepaid ordinary post to the address of the addressee specified in item 6 of the Schedule, at the expiration of 2 business days after posting;
- (d) if sent by electronic mail specified in item 6 of the Schedule, at the time shown in the transmission report as the time that the electronic mail was sent,

provided that if a notice or other communication is received after 5.00 pm in the place of receipt or on a non-business day, it is taken to be received at 9.00 am on the next business day.

8. GENERAL

8.1 Further assurances

The parties agree to execute enter into and do all such further or other deeds documents acts matters or things necessary desirable or convenient to give effect to the provisions of this agreement and the matters and transactions contemplated in it.

8.2 Entire agreement

The parties agree that this agreement contains the entire agreement between them as to its subject matter and supersedes all prior agreements understandings and negotiations as to such subject matter

8.3 Severance

The parties agree that a construction of this agreement that results in all provisions being enforceable is to be preferred to a construction that does not so result, but if any provision of this agreement or the application of that provision to any person or circumstance is or becomes invalid or unenforceable, then the remaining provisions of this agreement are not affected and are valid and enforceable to the fullest extent permitted by law.

8.4 Exercise of rights

A party may exercise a right, power or remedy at its discretion separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent a further exercise of that or any other right, power or remedy and a failure by a party to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

8.5 Waiver and variation

A provision of or a right created under this agreement may not be waived or varied except in writing signed by the party to be bound.

8.6 Counterparts

This agreement may be executed in one or more counterparts each of which shall constitute an original, but when taken together shall constitute but one agreement.

8.7 Governing law

This agreement is governed by and construed in accordance with the law in force in Western Australia and the parties agree to submit to the jurisdiction of the courts of that State and any court hearing appeals from those courts in all matters arising out of this agreement. Each party unconditionally submits to the jurisdiction of the courts mentioned above and waives any right it has to object to an action being brought in any of those courts.

SCHEDULE

1	SELLER	Xstrata Nickel Australasia Holdings Pty Ltd of Level 10, Alluvion, 58 Mounts Bay Road, Perth WA 6000
2	SALE SHARES	1,000,501
3	PRICE	\$0.00999499554 per Sale Share making a total of \$10,000.00 payable on the Closing Date by the Buyer to the Seller by bank cheque;
4	CLOSING DATE	Means the earlier of: 1. fulfilment of the obligations by the Seller and the Buyer under clause 4.2; and 2. 30 April 2014
5	BUYER	S & CJ Pty Ltd <Falcon Gold Super Fund A/C>
6	ADDRESSES	Seller: Xstrata Nickel Australasia Holdings Pty Ltd Address: Level 10, Alluvion, 58 Mounts Bay Road, Perth WA 6000 Email: jed.whitford@glencore.com.au Attention: Jed Whitford Buyer: S & CJ Pty Ltd <Falcon Gold Super Fund A/C> Address: PO Box 112 Leederville WA 6007 Email: steveraunchy@hotmail.com Attention: Steve Zielinski

Signing page

29/4/14

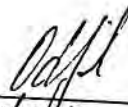
Executed by Xstrata Nickel Australasia Holdings Pty Ltd ABN 22 112 064 589 by or in the presence of:



Signature of Director

IAN KEVIN MARCOV

Name of Director in full



Signature of Director/Secretary

Odellia duToit

Name of Director/Secretary in full

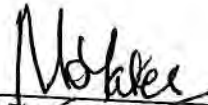
Executed by S & CJ Pty Ltd <Falcon Gold Super Fund A/C>



Signature of Director

STEVEN JON ZIELINSKI

Full Name of Director



Signature of Director / Witness

MICHAEL OMERON YATES

Name of Director / Witness