

Falcon Minerals Limited

(ACN 009 256 535)

(to be renamed Robo 3D Limited)

NOTICE OF GENERAL MEETING AND EXPLANATORY MEMORANDUM

18 November 2016

10:00am (WST)

Suite 1, 245 Churchill Avenue, Subiaco, Western Australia

This Notice of Meeting and Explanatory Memorandum should be read in its entirety. If Shareholders are in doubt as to how to vote, they should seek advice from their accountant solicitor or other professional adviser without delay.

Should you wish to discuss any matter please do not hesitate to contact the Company by telephone on +61 (8) 9382 1596.

NOVALEGAL
CORPORATE LAWYERS

NOTICE OF GENERAL MEETING

Notice is given that the General Meeting of Shareholders of Falcon Minerals Limited (ACN 009 256 535) (to be renamed Robo 3D Limited) (**Company**) will be held at Suite 1, 245 Churchill Avenue, Subiaco, Western Australia on 18 November 2016 commencing at 10 am WST.

The Explanatory Memorandum to this Notice provides additional information on matters to be considered at the Meeting. The Explanatory Memorandum and the Proxy Form forms part of this Notice.

The Directors have determined pursuant to regulation 7.11.37 of the Corporations Regulations 2001 (Cth) that the persons eligible to vote at the Meeting are the registered holders of Shares in the Company on 16 November 2016 at 5:00pm WST.

Further terms and abbreviations used in this Notice and Explanatory Memorandum are defined in Schedule 1.

AGENDA

1. Resolution 1 – Change to Nature and Scale of Activities

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

“That, subject to the passing of all Key Resolutions, for the purposes of Listing Rule 11.1.2 and for all other purposes, the Company be authorised to make a significant change in the nature and scale of its activities as set out in the Explanatory Memorandum.”

Voting Exclusion

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

2. Resolution 2 – Consolidation of Capital

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

*“That, subject to the passing of all Key Resolutions, pursuant to and in accordance with section 254H of the Corporations Act, and for all other purposes, Shareholders approve and authorise the Directors to consolidate the issued capital of the Company on a 1 for 7.143 basis (**Consolidation**) and otherwise with the Consolidation taking effect in accordance with the Listing Rules and as described in the Explanatory Memorandum, with any fractional entitlements being rounded down to the nearest whole number and otherwise on the terms and conditions in the Explanatory Memorandum.”*

3. Resolution 3 – Issue of Consideration Shares to Albion 3D Vendors in consideration for the acquisition of Albion 3D

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

“That, subject to the passing of all Key Resolutions, for the purposes of Listing Rule 7.1 and for all other purposes, approval is given for the Company to issue 98,488,030 Shares (on a Post-Consolidation basis) to the Albion 3D Vendors (and/or their nominees) on completion of the Acquisition on the terms and conditions and as set out in the Explanatory Memorandum.”

Voting Exclusion

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

4. Resolution 4 – Issue of Consideration Shares to ROBO 3D Vendors in consideration for the Existing Robo 3D Shares

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

“That, subject to the passing of all Key Resolutions, for the purposes of Listing Rule 7.1 and for all other purposes, approval is given for the Company to issue 43,629,264 Shares (on a Post-Consolidation basis) to the ROBO 3D Vendors (and/or their nominees) on completion of the Acquisition on the terms and conditions and as set out in the Explanatory Memorandum.”

Voting Exclusion

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

5. Resolution 5 – Issue of Performance Rights

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

“That, subject to completion of the Acquisition occurring and the passing of all Key Resolutions, for the purposes of Listing Rule 7.1 and for all other purposes, approval is given for the issue of a total of 13,999,720 Performance Rights (on a Post-Consolidation basis), as follows:

- (a) 2,449,951 Performance Rights to Ryan Legudi (and/or his nominee) (on a Post-Consolidation basis) as Incoming Management on the terms set out in Schedule 2 (Item 1);*

- (b) 2,449,951 Performance Rights to Tim Grice (and/or his nominee) (on a Post-Consolidation basis) as Incoming Management on the terms set out in Schedule 2 (Item 1);
- (c) 2,799,944 Performance Rights to Braydon Moreno (and/or his nominee) (on a Post-Consolidation basis) as a Founder on the terms set out in Schedule 2 (Item 2);
- (d) 2,799,944 Performance Rights to Jacob Kabili (and/or his nominee) (on a Post-Consolidation basis) as a Founder on the terms set out in Schedule 2 (Item 2); and
- (e) 3,499,930 Performance Rights to the Employees (and/or their nominees) (on a Post-Consolidation basis) on the terms set out in Schedule 2 (Item 3),

on the terms set out in the Explanatory Memorandum.”

Voting Exclusion

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

6. Resolution 6 – Issue of Adviser Options

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

“That, subject to the passing of all Key Resolutions, for the purposes of Listing Rule 7.1 and for all other purposes, approval is given for the Company to issue 13,999,720 unlisted Adviser Options (on a Post-Consolidation basis) to the Advisers (and/or their nominees) on completion of the Acquisition on the terms and conditions and as set out in the Explanatory Memorandum.”

Voting Exclusion

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

7. Resolution 7 – Capital Raising

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

“That, subject to the passing of all Key Resolutions, for the purpose of ASX Listing Rule 7.1 and for all other purposes, approval is given for the Directors to allot and issue up to a maximum of 60,000,000 Shares (on a Post-Consolidation basis) at a price of AUD\$0.10 on the terms and conditions set out in the Explanatory Memorandum.”

Voting Exclusion

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

8. Resolution 8 – Participation of Current Directors in Capital Raising

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

“That, subject to the passing of all Key Resolutions, for the purposes of section 195(4) of the Corporations Act, Listing Rule 10.11 and for all other purposes, approval is given for the Current Directors (or their nominees) to subscribe for up to a total of 2,900,000 Shares (on a Post-Consolidation basis) that may be issued under the Capital Raising in Resolution 7 on the following basis:

- (a) 1,800,000 Shares to Richard Diermajer (and/or his nominee);*
- (b) 1,000,000 Shares to Ron Smit (and/or his nominee);*
- (c) 100,000 Shares to Ray Muskett (and/or his nominee),*

and otherwise on the terms set out in the Explanatory Memorandum.”

Voting Exclusion

The Company will disregard any votes cast on this Resolution by the Current Directors (or their nominees) or any of his associates. However, the Company need not disregard a vote if it is cast by a person as a proxy for a person who is entitled to vote in accordance with the directions on the Proxy Form or it is cast by the person chairing the meeting as proxy for a person who is entitled to vote, in accordance with a direction on the Proxy Form to vote as the proxy decides.

9. Resolution 9 – Election of Director, Braydon Moreno

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

“That, subject to completion of the Acquisition occurring and the passing of all Key Resolutions, for the purpose of clause 13.4 of the Constitution and for all other purposes, approval is given for the election of Mr Braydon Moreno as a director of the Company effective from Completion of the Acquisition.”

10. Resolution 10 – Election of Director, Ryan Legudi

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

“That, subject to completion of the Acquisition occurring and the passing of all Key Resolutions, for the purpose of clause 13.4 of the Constitution and for all other purposes, approval is given for the election of Ryan Legudi as a director of the Company effective from Completion of the Acquisition.”

11. Resolution 11 – Election of Director, Timothy Grice

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

“That, subject to completion of the Acquisition occurring and the passing of all Key Resolutions, for the purpose of clause 13.4 of the Constitution and for all other purposes, approval is given for the election of Timothy Grice as a director of the Company effective from Completion of the Acquisition.”

12. Resolution 12 – Election of Director, Patrick Glovac

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

“That, subject to completion of the Acquisition occurring and the passing of all Key Resolutions, for the purpose of clause 13.4 of the Constitution and for all other purposes, approval is given for the election of Patrick Glovac as a director of the Company effective from Completion of the Acquisition.”

13. Resolution 13 – Change of Company Name

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

“That, subject to completion of the Acquisition occurring and the passing of all Key Resolutions, pursuant to Section 157(1) of the Corporations Act and for all other purposes, the name of the Company is changed to “Robo 3D Limited”, on and from Completion of the Acquisition.”

14. Resolution 14 – Removal of Auditor

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

“That, pursuant to Section 329 of the Corporations Act and for all other purposes, approval is given for the removal of Stantons International as the current auditor of the Company effective from the date of the Meeting.”

15. Resolution 15 – Appointment of Auditor

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

“Subject to the passing of Resolution 14, that pursuant to and in accordance with section 327D of the Corporations Act and for all other purposes, BDO Audit (East Coast Partnership) Pty Ltd, having been nominated by a Shareholder and consented in writing to act in the capacity of auditor, be appointed as auditor of the Company on the terms and conditions in the Explanatory Memorandum.”

16. Resolution 16 – Adoption of Performance Rights Plan

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

“That, for the purpose of ASX Listing Rule 7.2 (Exception 9(b)) and for all other purposes, approval is given for the Company to adopt an employee incentive scheme titled Performance Rights Plan on the terms and conditions set out in the Explanatory Memorandum.”

Voting Exclusion:

The Company will disregard any votes cast on this Resolution by any Director, other than any Directors who are ineligible to participate in any employee incentive scheme in relation to the Company, and any associates of those Directors. However, the Company need not disregard a vote if it is cast by a person as a proxy for a person who is entitled to vote, in accordance with the directions on the Proxy Form, or, it is cast by the person chairing the meeting as proxy for a person who is entitled to vote, in accordance with a direction on the Proxy Form to vote as the proxy decides.

Voting Prohibition Statement

A person appointed as a proxy must not vote, on the basis of that appointment, on this Resolution if:

- (a) the proxy is either:
 - (i) a member of the Key Management Personnel; or
 - (ii) a Closely Related Party of such a member; and
 - (iii) the appointment does not specify the way the proxy is to vote on this Resolution.

However, the above prohibition does not apply if:

- (b) the proxy is the Chair; and
- (c) the appointment expressly authorises the Chair to exercise the proxy even though this Resolution is connected directly or indirectly with remuneration of a member of the Key Management Personnel.

Dated 19 October 2016

BY ORDER OF THE BOARD



Ron Smit

Managing Director

EXPLANATORY MEMORANDUM

Introduction

This Explanatory Memorandum has been prepared for the information of Shareholders of the Company in connection with the business to be conducted at the Meeting to be held at Suite 1, 245 Churchill Avenue, Subiaco, Western Australia on 18 November 2016 at 10 am (WST).

This Explanatory Memorandum should be read in conjunction with and forms part of the accompanying Notice. The purpose of this Explanatory Memorandum is to provide information to Shareholders in deciding whether or not to pass the Resolutions in the Notice.

A Proxy Form is located at the end of the Explanatory Memorandum.

Action to be taken by Shareholders

Shareholders should read the Notice and this Explanatory Memorandum carefully before deciding how to vote on the Resolutions.

Proxies

A Proxy Form is attached to the Notice. This is to be used by Shareholders if they wish to appoint a representative (a **proxy**) to vote in their place. All Shareholders are invited and encouraged to attend the Meeting or, if they are unable to attend in person, sign and return the Proxy Form to the Company in accordance with the instructions thereon. Lodgement of a Proxy Form will not preclude a Shareholder from attending and voting at the Meeting in person.

Please note that:

- (a) a member of the Company entitled to attend and vote at the Meeting is entitled to appoint a proxy;
- (b) a proxy need not be a member of the Company; and
- (c) a member of the Company entitled to cast two or more votes may appoint two proxies and may specify the proportion or number of votes each proxy is appointed to exercise, but where the proportion or number is not specified, each proxy may exercise half of the votes.

The enclosed Proxy Form provides further details on appointing proxies and lodging Proxy Forms.

1. Background to the Acquisition

1.1 Background

Falcon Minerals Limited was formerly known as Yardarino Mining NL. The name change occurred in 2003. Yardarino Mining NL was incorporated in Western Australia in July 1987 and listed on the ASX in September 1988 with its principal activity being mineral sands exploration. Over the next decade the Company was involved in a number of small mineral sands discoveries that were subsequently sold for cash. During this period the Company expanded and diversified its exploration footprint to include gold and base metal opportunities in Western Australia. The Keronima gold prospect was discovered in 1997 on the Windanning Hill Project. In response to poor commodity prices during the late 1990's and early 2000's the Company diversified further by participating in a gas project as well as acquiring positions in non-resource sector service group and research group activities. These were subsequently sold or abandoned as further mineral

exploration success was achieved. A significant nickel-copper discovery was made in 2004 at Collurabbie followed by a high-grade gold discovery at Saxby in 2008. These prospects have been aggressively explored over the last decade but unfortunately to date they remain sub-economic discoveries. The Saxby Project was sold in 2016.

1.1.1 Existing Projects

The Company manages and operates one exploration project, namely the Collurabbie Project. It has an interest in two other projects which are subject to sale or joint venture (Windanning Hill & Deleta) and are managed by other parties.

- (a) The Collurabbie Project is the Company's most advanced project and contains significant but to date sub-economic nickel mineralisation (Olympia and Troy Prospects). The project is 200 km north of Laverton in the Duketon Greenstone Belt of Western Australia. The Company and its former JV partners have been exploring the project area for more than a decade and have completed airborne and ground geophysical surveys, surface geochemical surveys and a high volume of drilling. The Company has a 100% interest in this project with BHPB retaining an option over the off-take rights to any ore or concentrate produced. The Company's intention will be to joint venture or sell the project.
- (b) In May 2016, the Company agreed to sell its interest in the Windanning Hill Project to its joint venture partner Minjar Gold Pty Ltd (Minjar Gold) for \$112,500. The project located 75km southeast of Yalgoo and consists of two Mining Leases (M59/379 and M59/380) and includes the Keronima gold deposit. Falcon has not contributed to mineral exploration on this project for several years and held a diluting interest which was approximately 19% at the time of the sale agreement. Transfer of title to Minjar Gold and payment to Falcon was completed in October 2016. Falcon will retain no interest in the project.
- (c) Regis Resources Limited is the operator and manager of the Deleta Joint Venture which began in September 1998. The project is located within the northern parts of the Duketon greenstone belt (and immediately south of the Company's Collurabbie Project) and is considered prospective for gold and nickel. Historical drilling by the joint venture operator has identified a number of gold and base metal prospects. The Company retains a 20% free carried interest to completion of feasibility study.

Due to difficult market conditions in the mining and exploration sector, the Company has been evaluating high quality and value adding investment opportunities outside the commodities industry to take advantage of global market trends and maximise the value of its Securities. Subject to completion of the Acquisition of Albion 3D, the Board intends to seek opportunities to divest the Company's existing exploration assets or relinquish the licenses.

1.1.2 Acquisition of Albion 3D Investments Pty Ltd and interest in ROBO 3D Inc

As announced to ASX on 3 December 2015, the Company originally signed a binding term sheet with Albion 3D Investments Pty Ltd (**Albion 3D**) for the acquisition of 100% of the issued capital of Albion 3D on a debt-free basis (**Original Term Sheet**). Albion 3D had been funding and, at the time, held the rights to acquire 51% of ROBO 3D, Inc., a USA-based company that designs and markets a range of products for the consumer/desktop segment of the 3D printing industry (**ROBO 3D**).

Prior to the Original Term Sheet, in August 2015, ROBO 3D secured an agreement from Albion 3D to provide a US\$2.5 million investment to be delivered across three tranches, in return for 51% of the share capital of ROBO 3D, with capital invested to be used to fund inventory purchases as well

as expanding marketing and fulfilment capabilities, allowing ROBO 3D to meet growing customer demand and generate revenue growth (**Stock Purchase Agreement**).

To facilitate the investment, Albion 3D and ROBO 3D executed a Secured Loan Agreement whereby Albion 3D's investment into 51% of the share capital of ROBO 3D would be completed via secured convertible notes in three tranches (**Secured Loan Agreement**).

On 8 September 2016, the Company announced that it had successfully renegotiated the Original Term Sheet with Albion 3D, Jacob Kabili and Braydon Moreno (the Founders of ROBO 3D), Oaktone, ACP, Ryan Legudi and Tim Grice (**Revised Term Sheet**). The Revised Term Sheet, replaced and superseded the Original Term Sheet, and provided the Company with a legally binding agreement to:

- (a) acquire 100% of the issued capital of Albion 3D on a debt free basis from the shareholders of Albion 3D (**Albion 3D Vendors**); and
- (b) acquire 100% of the issued capital of ROBO 3D (previously 51% under the Original Term Sheet) pursuant to the terms of the Stock Purchase Agreement and the Revised Term Sheet,

(the **Acquisition**).

The material terms of the Revised Term Sheet are provided in section 1.2 below.

At completion of the Acquisition (subject to satisfaction of the Conditions Precedent in section 1.2.1), the following actions will occur simultaneously so that the Company will own 100% of ROBO 3D:

- (a) Albion 3D will convert all of its secured convertible notes, pursuant to the Stock Purchase Agreement and Secured Loan Agreement, into ordinary shares in ROBO 3D, equaling 51% of the issued share capital of ROBO 3D;
- (b) Albion 3D will acquire the remaining 49% of the issued share capital of ROBO 3D, being the Existing ROBO 3D Shares, from the ROBO 3D Vendors pursuant to the Revised Term; and
- (c) the Company will acquire 100% of the issued share capital of Albion 3D from the Albion 3D Vendors by the issuance of new shares in the Company.

Completion of the Acquisition is subject to the Company obtaining Shareholder approvals at the Meeting and the necessary regulatory approvals. Following the Company's reinstatement to quotation on the Official List of ASX, the Company proposes to change its name to "Robo 3D Limited" and its primary focus will be to develop the business of ROBO 3D in line with its business model.

The Company also intends to undertake feasibility studies on a number of potential commercial opportunities that leverage interactive as well as 3D technology, and may also undertake further acquisitions that complement ROBO 3D's existing business.

As at the date of this Notice, Albion 3D has advanced a total US\$2.5 million to ROBO 3D under the Secured Loan Agreement out of the US\$2.5 million total investment contemplated by the Stock Purchase Agreement. Prior to Completion of the Acquisition, Albion 3D will have satisfied its obligations under the Stock Purchase Agreement and have loaned a total of US\$2.5 million to ROBO 3D.

Albion 3D is an investment vehicle controlled by Tony Grist, a serial technology entrepreneur, who was co-founder and former Chairman of Amcom Telecommunications and following its merger with Vocus Communications and its subsequent acquisition of M2, was a Non-Executive Director of the \$3.5 Billion ASX 100 company, Vocus Communications Limited (ASX: VOC). Mr Grist was also a director of iiNet Limited for over 5 years following Amcom securing of a 26% stake in that company. Mr Grist will be a significant shareholder of the Company upon completion of the Acquisition.

1.2 Material Terms of the Acquisition

As announced on 8 September 2016, the Company has entered into the binding Revised Term Sheet with Albion 3D, the Founders, ACP, Oaktone, Tim Grice and Ryan Legudi to acquire 100% of the issued shares in Albion 3D and 100% of the issued capital of ROBO 3D subject to the terms and conditions set out below.

As part of the Acquisition the Company will:

- (a) pay to Albion 3D a non-refundable deposit of AUD\$250,000 which was used by Albion 3D for the necessary Tranche 1 and Tranche 2 funding under its Secured Loan Agreement with ROBO 3D;
- (b) provide additional funding to Albion 3D by way of a further unsecured loan of AUD\$250,000 for the purpose of Albion 3D providing the necessary Tranche 1 and Tranche 2 funding under its Secured Loan Agreement with ROBO 3D (this loan is repayable by Albion 3D to the Company in the specific circumstances where the Acquisition does not complete);
- (c) re-comply with Chapters 1 and 2 of the Listing Rules because Completion of the Acquisition will change the nature and scale of the Company's business;
- (d) undertake a consolidation of the Company's existing issued capital on a 1 for 7.143 basis;
- (e) conduct a capital raising at an issue price of \$0.10 (on a Post-Consolidation basis) to raise a minimum of \$4,000,000 (subject to compliance with regulatory requirements) with the ability for the Company to take oversubscriptions of a further \$2,000,000 to fund the future operations of the Company (the Capital Raising the subject of Resolution 7);
- (f) issue 98,488,030 Shares in the Company (Post-Consolidation) to the Albion 3D Vendors (and/or their nominees), being third parties who are either:
 - (i) shareholders of Albion 3D;
 - (ii) assigned their debt funding arrangements with Albion 3D to the Company (with the value of the third parties debt to be converted into fully paid ordinary shares in the Company); or
 - (iii) assisted Albion 3D with facilitating and completion of the Acquisition.

The Shares issued to the Albion 3D Vendors may be subject to ASX escrow restrictions.

- (g) issue 43,629,264 Shares in the Company (Post-Consolidation) to the ROBO 3D Vendors (and/or their nominees). The Shares issued to the Albion 3D Vendors may be subject to ASX escrow restrictions.
- (h) issue a total of 13,999,720 Performance Rights (Post-Consolidation) as ongoing employment incentives to Incoming Management, Founders and Employees who will be involved in the ongoing development of the Company and the ROBO 3D business post completion of the Transaction (**Performance Rights**). The Performance Rights will be issued as follows:
 - (i) 4,899,902 Performance Rights (Post-Consolidation) to the Incoming Management on the terms set out in Schedule 2 (Item 1);
 - (ii) 5,599,888 Performance Rights (Post-Consolidation) to the Founders on the terms set out in Schedule 2 (Item 2); and
 - (iii) 3,499,930 Performance Rights (Post-Consolidation) to Employees on the terms set out in Schedule 2 (Item 3).
- (i) in conjunction with the Capital Raising, issue 13,999,720 Adviser Options (Post-Consolidation) to Forrest Capital (and/or its nominees), each exercisable at a 50% premium to the capital raising price (being \$0.15), and expiring 3 years from the date of issue (**Adviser Options**).
- (j) change its name to “Robo 3D Limited”; and
- (k) change the composition of the Board.

1.2.1 Conditions to Completion of Acquisition

Completion of the Acquisition (**Completion**) is subject to and conditional upon the following conditions precedent (**Conditions Precedent**):

- (a) the Company obtaining all necessary regulatory approvals required to implement the Acquisition, including in particular:
 - (i) ASX granting the Company a waiver of Listing Rule 2.1, condition 2 (for ASX to waive the “20c rule”) in relation to the Company’s proposed Capital Raising and re-compliance with Chapters 1 and 2 of the ASX Listing Rules; and
 - (ii) ASX approval for the readmission of the Company to the official list of ASX in connection with its proposed change in the nature and scale of its activities.
- (b) the Company issuing a notice of meeting and obtaining all necessary Shareholder approvals it requires for the Completion of the Acquisition and the related matters contained in the Revised Term Sheet (being the Resolutions contained in this Notice);
- (c) the Company undertaking a capital raising and receiving valid applications for a minimum subscription of \$4,000,000 (subject to compliance with regulatory requirements) under a Prospectus (**Prospectus**) at an issue price of not less than 10 cents per share (on a Post-Consolidation basis);
- (d) the Company being provided with the finalised audited financial statements for ROBO 3D and Albion 3D for the financial year ending 30 June 2016.

The Revised Term Sheet otherwise contains terms and conditions (including warranties and representations) typical for an agreement of this nature.

1.3 Background on ROBO 3D

1.3.1 Overview

ROBO 3D is a company, based in California, focused on the design and distribution of 3D printers and associated products for the desktop segment of the 3D printing industry.

The company was founded in 2012 by a group of students from San Diego State University, including Braydon Moreno and Jacob Kabili (the **Founders**), frustrated by the cost of using the school's only (expensive and industrial) 3D printer. The Founders publicly launched ROBO 3D via a crowdfunding campaign on Kickstarter (www.kickstarter.com), an online crowdfunding platform, raising just over US\$650,000 from investors, and commenced delivering the first model of its 3D printers to its customers in 2013.

ROBO 3D has grown into a leading brand in the desktop segment of the 3D printing industry, gaining significant traction in the key USA market through major retail partners including Amazon and Best Buy.

1.3.2 Assets of the Business

1.3.2.1 Current Product Offering

At the centre of ROBO 3D's product offering is its "R1+PLUS" 3D printer. The R1+PLUS printer utilises an additive manufacturing process known as Fused Deposit Modelling (**FDM**). FDM is a process whereby the 3D printing machine forces raw materials (known as "**filament**") to be dispensed through a nozzle, thus creating a layer of material on a flat surface known as the build platform. After a layer is completed, the process repeats itself and the next layer of the extruded material is adhered to the previous layer. The physical object therefore rises up from the build platform, layer by layer.

ROBO 3D's "R1+PLUS" 3D printer is targeted at the consumer/desktop segment of the market. Key features include:

- FDM printing technology
- 720 cubic inches of build volume (build size of 10 x 9 x 8 inches or 254 x 228 x 203 millimeters) (L x W x H)
- Unique programming giving access and compatibility with numerous creative user designs
- Heated print bed reducing uneven cooling and warping of printed parts
- Automatic calibration and bed leveling improving print quality
- Retail price of US\$799



In addition to sales of 3D printer, ROBO 3D also sells other hardware and accessories including replacement parts such as extruders, as well as raw materials for printing, known as "filament". ROBO 3D markets a range of filament, mostly made from Acrylonitrile Butadiene Styrene (**ABS**) and Polylactic Acid (**PLA**).

Filament generally comes in the form of 1.75mm diameter reels weighing 1kg, and can be purchased in a range of range of colours or compositions, from standard ABS and PLA, to more exotic forms such as wood infused PLA, as shown in the image below:



Glow- in-the-Dark Green ABS



Wood PLA

ROBO 3D also markets a number of complementary products, including a new range of “off the shelf” 3D print kits, to complement sales of its 3D printers, as well as a 3D printing educational curriculum to help drive its push into the education segment.



ROBO 3D print kits



3D printed guitar using ROBO 3D print kit

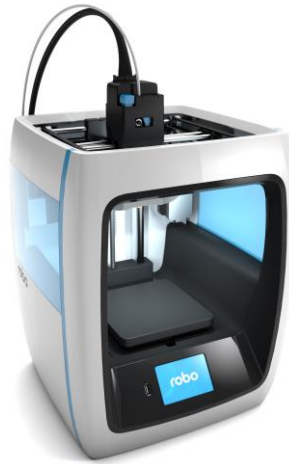
1.3.2.2 Pipeline Products

ROBO 3D has announced its intention to release two new 3D printer models in the latter part of 2016:

- Robo C2: ROBO 3D’s entry point product into the mass market, focused on entry-level consumers who want to create smaller and less-complex projects; and
- Robo R2: targeted at the “prosumer” segment of the consumer market (i.e. serious home hobbyists or small to medium business applications).

Robo C2

- FDM printing technology
- 150 cubic inches of build volume (build size 5 x 5 x 6 inches or 127 x 127 x 152 millimeters) (L x W x H)
- 3.5 inch colour touch screen
- Wi-Fi and mobile connectivity allowing prints directly from any mobile or computer device
- Automatic calibration/self-levelling
- Filament runout detection
- On-board model slicing
- Removable build platform
- Price-point US\$500-1,000




Robo R2

- FDM printing technology
- 640 cubic inches of build volume (build size of 8 x 8 x 10 inches or 203 x 203 x 254 millimeters)
- LCD to see status on board and print without computer
- Wi-Fi and mobile connectivity allowing prints directly from any mobile or computer device
- Automatic calibration and self-levelling
- Ability to change print heads to enable subtractive processes including engraving and cutting
- Supports additional print heads
- Easy to remove print bed
- Price-point around US\$1,000





In conjunction with the launch of the new models, ROBO 3D will also release a fully functional iOS app that will provide:

ROBO 3D iOS app	
<ul style="list-style-type: none"> • Print monitoring and video stream • STL slicing from cloud storage or printer library • Print farm support • Local printer library management • In-App purchases • In-App support and tutorials • Push notifications • Cloud storage including Dropbox, Google Drive integrations • Supports any Octoprint powered printer 	

1.3.3 Intellectual Property

ROBO 3D has, in respect of its existing products as well as its pipeline, various trade secrets, know how, and confidential information. ROBO 3D may seek patent protection and design protection on various items in due course. ROBO 3D currently owns the following domain names, licenses, logos and business names:

<u>Type</u>	<u>Details</u>	<u>Country of Registration</u>	<u>Details</u>
Logo trademark	Registration Number 4,722,134 registered on 21 April 2015	United State Patent and Trademark Office	
Name trademark	Registration Number 4,472,375 registered on 21 January 2014	United State Patent and Trademark Office	
Name trademark	Serial number 87139018; application filed on 8/15/16; registration pending	United States Patent and Trademark Office	ROBO
Utility Patent Application	Application Number 15/197,730 lodged on 29 June 2016	United State Patent and Trademark Office	Technique for producing 3-D Printed Objects with one or more Colors
Domain Name	robo3d.com robo3dprinter.com		

1.3.4 Business Model

ROBO 3D is an emerging company focused on the development, design and distribution of 3D printers and associated products for the consumer/desktop segment of the industry. Its 3D printers enable users to create physical objects from digital form, utilising its additive processing technology. ROBO 3D has planned a clear, staged approach to developing, evolving and commercialising its 3D printing technology over the next few years.

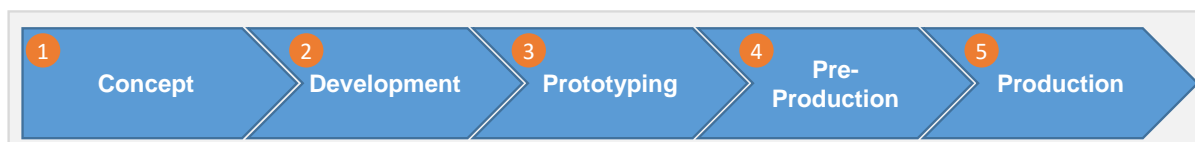
ROBO 3D currently distributes 3D printers, 3D printer accessories, filament, educational curriculum, and pre-packaged print kits to its customers through business-to-business (**B2B**) and business-to-consumer via the www.robo3d.com website (**B2C**) methods.

The key components of the ROBO 3D business model, being development (Section 1.3.5), manufacturing (Section 1.3.6) and sales (Section 1.3.7) are set out below.

1.3.5 Research and Development (R&D)

ROBO 3D's technical team has experience in key areas including industrial design, software design, electrical and mechanical engineering, and 3D printing and materials technology. The team is based at ROBO 3D's facility in San Diego, with product development support provided by Outerspace Design Group Pty Ltd, a Melbourne-based specialist in industrial design and product development.

The technical team is further supported by a quality assurance (**QA**) team located in Hong Kong, as well as the company's manufacturer located in China. As a company focused on commercialising cutting edge technology, ROBO 3D is constantly innovating, with respect to its existing product portfolio as well as new product development. ROBO 3D's R&D process is summarised in the diagram below:



1. **Concept:** New concepts, designs, and products are developed through an ongoing robust planning process involving consultation across the entire organisation, from sales through to engineering. Once the concept is socialised throughout the organisation, a project leader is assigned to further develop the concept. Market evaluation and market sizing is undertaken at this stage, which may include paid research, internal research such as focus groups, all leading to a final design concept.
2. **Development:** assuming the concept indicates potential for commercialisation, the final design concept is then expanded into a full form specification, including engineering and industrial design specifications, and detailed proposed materials listing. Following this, in conjunction with the QA team and the manufacturer, the product team will source raw materials and production inputs for the new concept. The end result is the delivery of a detailed, fully-costed bill of materials (**BOM**), which then forms the basis of determining customer pricing. In cases where the BOM is higher than expected, the development cycle iterates to identify opportunities to reduce the BOM.
3. **Prototyping:** once the final BOM is determined, and raw materials and inputs are sourced, the company will work with the manufacturer to develop a prototype to assess any issues with the design process, user experience, and inefficiencies that may arise in production. A process of testing and refinement is then undertaken, including feedback from the QA team in Hong Kong, before a final production prototype is agreed.
4. **Pre-production:** in preparation for full scale production, and investment into tooling and moulds is made by ROBO 3D, unless existing assets can be re-used. The QA team in Hong Kong and China is actively involved in this process to ensure the resulting tooling and moulds exactly meets the design specifications provided.
5. **Production:** once the new concept is ready for full scale production, the company typically commences the new production run at a reduced production rate to ensure quality is maintained, and any issues are identified early. The QA team is actively involved on-site at this point.

1.3.6 Manufacturing

ROBO 3D currently utilises a manufacturer in Zhejiang Province in China for the assembly and manufacturing of its 3D printer, under a non-exclusive manufacturing agreement. ROBO 3D is actively looking to diversify its manufacturing sources to mitigate supplier risk and associated country risk issues.

Products are manufactured on a made-to-order basis, with orders placed by the Chief Operating Officer of ROBO 3D with the manufacturer. Once the products are manufactured, the QA team will travel to the manufacturing facility to inspect the finished goods, before approving them for shipment by sea to the San Diego port in the USA. In some circumstances, ROBO 3D will arrange for products to be air-freighted in order to reduce the stock cycle time, though costs can be prohibitive.

The manufacturer pays for the delivery of the finished goods to the port in China, whilst ROBO 3D pays for the subsequent logistics and transportation costs to deliver the finished goods to its third party logistics (**3PL**) provider located in San Diego. The incoming goods are checked-in at the 3PL warehouse facility and stored in preparation for delivery. ROBO 3D does not hold any final goods at its own facility.

The 3PL provider provides ROBO 3D with a fully outsourced logistics, warehousing, and order fulfillment capability, with these services provided under a variable pricing model (e.g. per container, per units shipped) in accordance with a pre-agreed pricing schedule. ROBO 3D stock is insured under an umbrella insurance policy provided by the 3PL provider.

B2B orders are transported to customers in bulk, using a range of long-haul transportation companies. Typically, these orders are delivered to large regional distribution centres of the retailers. For B2C orders (i.e. placed on www.robo3d.com), the 3PL will receive notification of the sale and then dispatch the order to the delivery address of the consumer, using a registered postal service provider such as Fedex. Currently, deliveries to international distributors are also originated from the 3PL facility in San Diego.

1.3.7 Sales

ROBO 3D operates a hybrid sales model utilising a direct sales team based in San Diego, complemented by a network of external sales representative firms and distributors, both in the USA and internationally, who can earn a commission percentage on sales generated.

1.3.7.1 B2C (via www.robo3d.com)

ROBO 3D has a strong online presence through its website, www.robo3d.com, which has historically been a major source of revenue for the company. Traffic is driven to the website through a variety of means, including through social media channels (including Facebook, Twitter and Instagram), electronic direct marketing (**EDM**) campaigns, search engine optimisation techniques, and paid advertisements such as Google AdWords.

The online store at www.robo3d.com provides ROBO 3D with an online e-commerce platform that enables direct selling of products to consumers. When sales are received through the online store, orders are automatically forwarded to the 3PL provider for fulfilment and delivery.

In some instances, ROBO 3D may also utilise the services of online crowd-funding platforms such as Kickstarter (www.kickstarter.com) and Indiegogo (www.indiegogo.com) to launch new products and conduct product validation testing before releasing its products to market. These sites are another distribution platform that the company can use to reach large consumer audiences, and involve ROBO 3D selling its products to customers for cash, and therefore does not involve the issuance of equity and therefore does not dilute Shareholders.

1.3.7.2 Retailers & Distributors

Sales to retailers and distributors are made via the placement of purchase orders, which form a binding agreement to purchase, but there are no committed purchasing levels or minimum purchase requirements. In some cases, the purchase orders are governed by a vendor master agreement that sets out general terms and conditions of the relationship.

In the USA, particularly with larger retailers, there are circumstances where ROBO 3D will be required to be placed on the retailer's "vendor list", and purchase orders will only be placed an order once a vendor number has been allocated.

Once this has occurred, the ROBO 3D sales team (including external sales representatives and agents) works with purchasing managers at each customer to ensure it remains adequately stocked, particularly given seasonal factors at retail level, as well as any co-marketing activities that are planned.

To deal with the sales and stock planning required at larger USA retailers, ROBO 3D has agreements in place with some sales rep agencies to assist with these activities, with particular focus on stock monitoring and re-fill orders. In these circumstances, a commission is payable by ROBO 3D for these services.

1.3.8 Customer Service & IT

To support the sales team, ROBO 3D has a 24 hour, 7 days a week customer service function located in the USA, with internal resources located in San Diego supported by a third party provider in Los Angeles for after-hours support.

Following the completion of the Capital Raising, the Company intends to invest into further development of its IT systems, including implementing a new Enterprise Resource Planning (**ERP**) system and upgrading the e-Commerce platform that supports the www.robo3d.com website (see Section 8.2). Further, as a growing company, ROBO 3D will continue to invest in software and systems that streamline processes, create efficiencies, and mitigates risk across all its functions.

1.3.9 Finance

The Company will fund its ongoing operations from the funds raised under the Capital Raising. Please refer to the Company's intended use of the monies raised from the Capital Raising at Section 8.2).

The Company will direct any cash flows received from the business operations towards the Company's working capital requirements.

1.3.10 The 3D Printing Industry

1.3.10.1 What is 3D printing technology?

3D printing is a term for a process used to form physical models, prototypes, tooling and production parts using a variety of materials including plastic, metal, glass, ceramic and composites. There are several technologies used for 3D printing, with the most widespread and established being Additive Manufacturing (**AM**).

AM involves first translating a 3D image, print plan, or model created using computer aided design (**CAD**) software, a 3D scanner, or 3D modelling software such as that used in film or videogame production into a set of stacked layers (a process known as "slicing"). Each individual layer is then physically created using a build material, one layer at a time, from bottom to top – adding material at each pass until the object is physically rendered.

Typical consumer and light industrial 3D printers use one of a few types of plastic filament material fed into the printer in solid form, much like feeding thread into a sewing machine. The filament is heated until it becomes a pliable liquid and is then extruded by a moving nozzle onto a build plate, layer upon layer, as described above. As each layer cools, it becomes fused to the adjoining layers, eventually creating a hardened "print" of the object being rendered.

While plastic filament is a very common material for AM, other materials include powders, sheets, pellets and pastes. Some of these materials require different additive techniques, such as jetting, photo-curing, laminating or fusing different materials together.

1.3.10.2 How has 3D printing evolved?

Additive 3D printing or manufacturing emerged with commercialised systems in the late 1980s. The melting of plastic-based filament through an extrusion head was called fused deposition modelling (**FDM**) and is the technology used by most consumer 3D printers today.

Throughout the 1980s and 1990s processes for metal sintering such as selective laser melting (**SLM**) and selective laser sintering (**SLS**) began to be used in metal working, casting, fabrication, stamping, and machining.

Additionally, subtractive manufacturing processes such computer numerical control (**CNC**) milling were used to “carve” an object from a solid block of material. Much of industrial printing development was driven by the need for greater accuracy (i.e. resolution) and larger projects, and grew hand in hand with the popularity of CAD, stereolithography files (**SLA**), and other modelling computer systems.

1.3.10.3 Current 3D printing technologies

There are presently three major groups of additive manufacturing 3D printing technologies: extrusion (e.g. FDM), light polymerized (e.g. SLA), and powder bed (e.g. SLS). Currently, material extrusion technology is the most commonly used technology in the consumer segment of the 3D printing market. A summary of the most common 3D printing methods is provided below.

1.3.10.4 FDM/Extrusion

FDM is the most common 3D printing method using extrusion technology. This is the technology underpinning ROBO 3D's current R1+PLUS printer, and new models in development. Filament wound on a spool like wire is slowly unwound and fed through a heated nozzle or syringe (the “extruder”). The pliable and melted filament is laid down on the print build area by the extruder where it quickly cools and solidifies into a hard material. Subsequent layers are extruded atop previous layers at which time the heat of the newly laid layer causes it to fuse with the layer below.

The strengths of this technology are that it boasts the largest number and variety of available print materials on the market, can print with multiple materials in the same print job, has received the highest degree of development and documentation, and can be used to produce durable printed items.

The drawbacks of FDM are that it is the technology with the lowest resolution (and thus print complexity) as compared to other common methods. However, this drawback is being reduced with the continued innovation in design of FDM products. Parts often have a horizontal weakness whereby the layering may break. Overhanging portions of prints must be printed with support material, which is later removed, but often results in ‘scarring’ where they were attached to the object.

1.3.10.5 Light polymerized

There are two major types of light polymerized 3D printing methods: Stereolithography and Digital Light Processing (**DLP**).

SLA produces 3D models by tracing a laser beam of ultraviolet (**UV**) light over a photosensitive pool of liquid resins. Model parts are lowered into the pool of resins and the final product is produced, and then lifted out of the pool. Resins can be infused with industrial materials like acrylonitrile butadiene styrene (**ABS**) plastic or rubber to mimic their properties.

The major strength of this method is that it provides the highest resolution models in the industry. Also, 100% transparent materials are available and material choices are quickly growing, making SLA the fastest developing 3D printing method in the industry. However, the major weakness of this technology is that parts will continue curing in UV light (i.e. sunlight) if not painted or otherwise coated for protection. This vulnerability makes the prints brittle and prone to breaking, with longer parts prone to warping over time.

DLP is a process similar to SLA however a digital light projector is used to harden the resin instead of a laser. The main advantages are that it can harden a whole layer in a fraction of the time it takes to a laser to trace around and fill in each item on the print bed, improving print times.

1.3.10.6 Powder bed

SLS, which utilises powder bed technology, is a popular industrial methods of 3D additive manufacturing. The process is similar to SLA except that it replaces the UV light and pool of liquid resins with a laser and a powdered base. Powdered materials are used as raw material and can range from metals to polymers. Print resolution is typically not as good as SLA and is dependent on powder grain size.

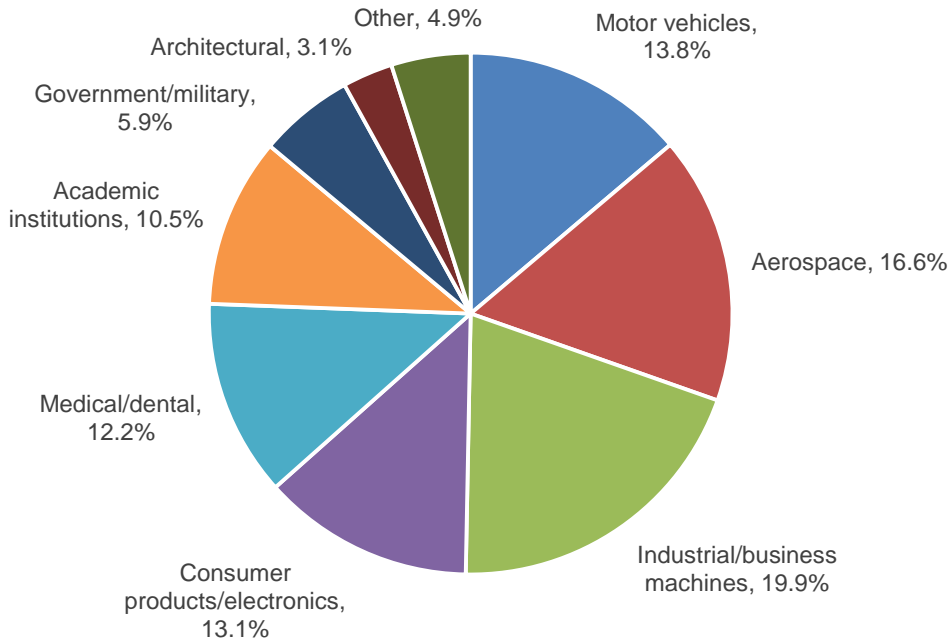
The strengths of this technology are that it is fast and reliable and creates the most durable end product in 3D printing. The method produces the most complex parts, which are self-supporting (due to unprocessed build material) and thus capable of infinite overhangs. Build materials are inexpensive and refinement requires very small investment, making this the easiest method for which to develop materials. However, printing equipment is very expensive, most build materials are only available in white, and specialty build materials are costly.

1.3.11 Segments in 3D printing

The Wohlers Report, “Wohlers Report 2016 – 3D Printing and Additive Manufacturing State of the Industry: Annual Worldwide Progress Report” (**Wohlers Report 2016**), is an annual publication from Wohlers Associates (**Wohlers**) that is widely regarded as “the bible” of 3D printing which is available at www.wohlersassociates.com. The Wohlers team has been tracking the industry since it began in the early 1980’s.

The Wohlers Report (2016) shows that the industry is largely delineated across eight main segments. Industrial/business machines is the largest segment at 18% of the market, while the aerospace, academic, government institutions, and military sectors are the growing strongly.

3D printing revenue by industry segment



Wohlers Report 2016, page 20

Business and work applications have dominated the 3D printing space since inception of the technology, but the most prominent growth over recent years has come from the consumer products/electronics sector, which is the sector ROBO 3D operates in. 3D printing in this sector is used for rapid design and prototyping of product iterations for such things as mobile phones, home

electronics, computers, appliances, tools, and toys.

1.3.12 Total market size

Wohlers estimated the worldwide AM market, which includes printers, manufacturing systems, parts, products, and aftermarket services, grew 25.9% from 2014 to reach US\$5.2 billion at the end of 2015. Sales of 3D printers represented US\$2.4 billion of the total market, followed by US\$1.5 billion from upgrades, and the remainder from services (Wohlers Report 2016, page 141).

1.3.12.1 Overview of the 3D consumer/desktop segment

The origins of what is now considered the “consumer/desktop segment” of the 3D printing industry go back to 2004 and the Replicating Rapid-prototype. The UK-based project’s goal was to design an open source, small scale (i.e. desktop) 3D printer that could print most of its own parts, thus making it self-replicating.

The concept caught on amongst a global group of project collaborators dedicated to the notion that these machines could bring industrial-type additive manufacturing capability to people anywhere in the world and at a low cost.

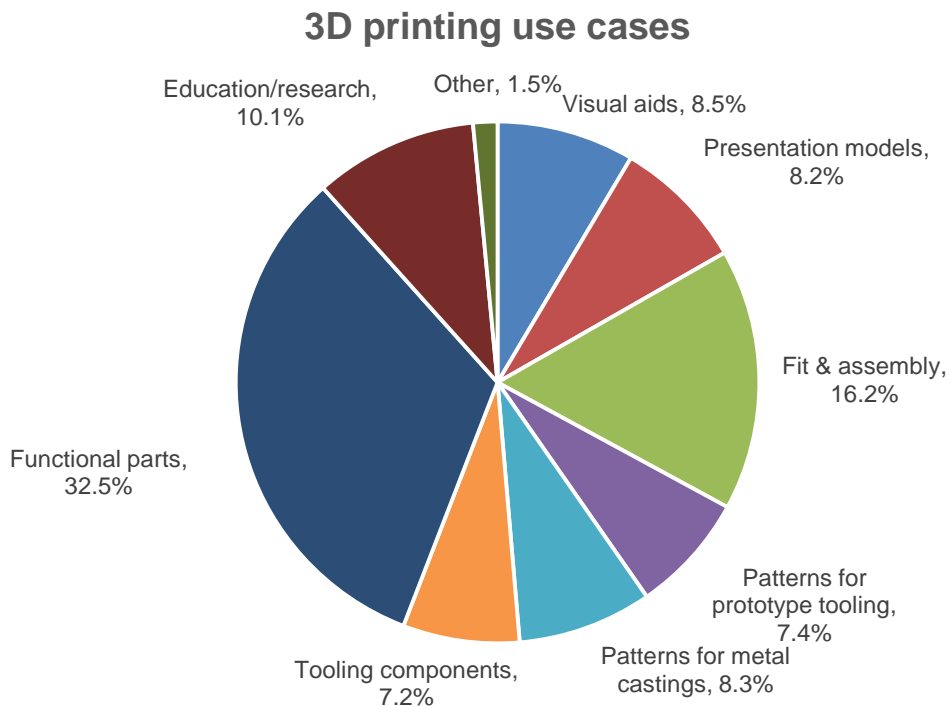
Other known brand names in the consumer/desktop 3D printer category appeared on the scene as early as 2007, with many current players in the space having come into being within the last five years or less.

Early adopters of consumer 3D printers were generally ‘tinkerers’ who enjoyed the process of assembling and modifying their printer as much as actually printing. Over time, the potential for 3D printing in the hands of a broad base of consumers has become more apparent.

In general, the consumer/desktop segment is defined as 3D printers that sell for less than US\$5,000 per unit.

1.3.12.2 Type of use cases

Traditional uses of industrial 3D printing have ranged from functional parts for rapid prototyping, modelling and testing, to visual aids and presentation models as outlined by the chart below:



Wohlers Report, 2016 page 20

Desktop printers in the consumer market may follow similar usage trends as industry, only with a

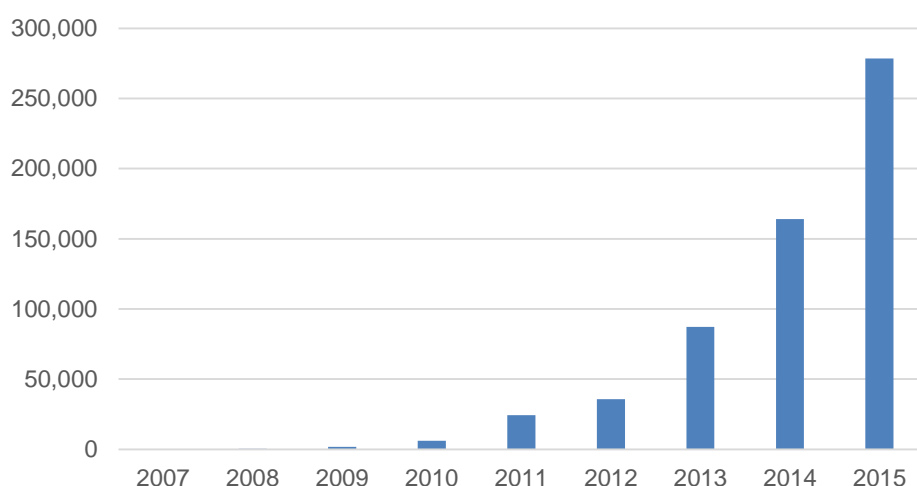
greater variety of uses. An online survey of 496 consumers in 2014 by ROBO 3D showed that 79% of consumers would use a 3D consumer/desktop printer to make prototypes, 65% to print home items, 63% to print parts for machinery (such as tools and automotive), 45% to print office items, and 27% to make wearables.

While these are early indicators for use cases, other sectors such as the 3D graphic arts industry may provide clues as to how consumers will engage with 3D printing and broaden use cases as consumer/desktop 3D printers become more prevalent as consumer items and open more options for mainstream hobbyists, rather than being solely within the domain of early stage enthusiasts.

1.3.12.3 Market size

According to Wohlers, growth in unit sales in the consumer/desktop segment grew 69.7% in 2015 to reach 278,385 units, with revenues reaching US\$293.6 million. The following graph from the Wohlers Report 2016 shows their historical estimates for the number of consumer/desktop printer units sold each year, and visually demonstrates the rapid rate of growth:

Desktop 3D printer unit sales



Wohlers Report, 2016 page 149

1.3.13 Key Personnel and Executive Management

Mr Ryan Legudi – Executive Director & Chief Executive Officer

Mr Legudi has over 13 years' experience in corporate finance and early stage investments.

He commenced his career in the Restructuring Services division at KPMG in Melbourne, where he was involved in formal insolvency and operational restructuring assignments. Following his time at KPMG, Mr Legudi spent three years working within the London office of the Investment Banking Division of Nomura International Plc, a Japanese investment bank, where he was involved in advising, structuring, and arranging finance for private equity buyouts. Upon returning to Australia in 2010, Mr Legudi joined MAP Capital, a boutique investment group that provides investment advisory and funds management services to clients and investors, where he was involved in buy-side and sell-side mergers and acquisitions, due diligence assignments, IPO's, and has extensive experience in assisting start-ups and early stage companies with strategic advice, operational support, and capital raisings, with a particular focus on software and technology. More recently, Mr Legudi has acted as Investment Director of Atlas Capital Group's technology focused "TMT Fund".

Mr Legudi graduated from the University of Melbourne with a Bachelor of Commerce and a Diploma of Information Systems, and is a member of the Institute of Chartered Accountants of Australia. He is currently the Executive Chairman of ROBO 3D, Inc.

Mr Timothy Grice – Executive Director

Mr Grice is an experienced business adviser and capital markets professional with over 30 years' experience. He has held a number of senior adviser positions at national and international stockbroking firms and been involved in raising capital for many emerging companies in technology, biotechnology and resources. He is a previous director of Eureka Energy Ltd and 4DS Memory Ltd.

Mr Patrick Glovac – Non-Executive Director

Mr Glovac holds a Bachelor of Commerce majoring in Finance, Banking, Management and also holds a Diploma of Management.

In 2013 Mr Glovac co-founded GTT Ventures Pty Ltd, a boutique corporate advisory firm, specialising in the resource and technology sector. GTT has funded numerous listed and private companies since its inception across multiple markets including Australia, USA and the United Kingdom. Previously he worked as an investment advisor for Bell Potter Securities Limited since 2003, focusing on high net-worth clients and corporate advisory services.

Mr Glovac is the Non-Executive director of ASX listed Cirrus Networks Limited (CNW) and Sovereign Gold Limited (SOC).

Mr Braydon Moreno – Executive Director

Mr Moreno is a San Diego State University (**SDSU**) graduate with a Bachelor of Science in Marketing and Entrepreneurship.

He co-founded a watch company called SWAE Watches while at SDSU and was mentored by a number of business leaders in the action sports industry. Following SWAE, he started a service-based cell phone repair business in San Diego which he later sold to his business partner in 2013.

Mr Moreno co-founded ROBO 3D in 2012, launching the company via a successful crowdfunding campaign on Kickstarter, raising in excess of US\$650k. He was named in Dealerscope's "40 under 40" for consumer electronics in 2015.

Mr Moreno is currently a Director of Marketing at ROBO 3D, with key responsibility over digital marketing including e-Commerce and social media activities.

1.4 Board and Management Changes

Pursuant to the Term Sheet, upon completion of the Acquisition (and subject to Shareholder approval of all the Key Resolutions), Ryan Legudi, Timothy Grice, Patrick Glovac, and Braydon Moreno will be appointed as Directors of the Company (**Proposed Directors**).

Subject to the passing of all the Key Resolutions, and completion of the Acquisition, Richard Diermajer, Ron Smit, and Ray Muskett will resign as Directors of the Company.

Refer to section 1.3.13 above for details of the experience and qualifications of the Proposed Directors.

1.5 Capital Raising

The Company will seek to issue 40,000,000 Shares at an issue price of \$0.10 per Share (on a Post-Consolidation basis) to raise a minimum of \$4,000,000 (before expenses of the offer), with the ability to take oversubscriptions of 20,000,000 Shares (at the same issue price), to raise a further \$2,000,000 for a total raising of up to \$6,000,000 as proposed in Resolution 7 (**Capital Raising**).

The Company intends to conduct the Capital Raising through the issue of a prospectus as part of its re-compliance with Chapters 1 and 2 of the Listing Rules (**Prospectus**).

1.6 Pro forma balance sheet

An unaudited pro forma balance sheet of the Company following completion of the change to the nature and scale of activities, the Acquisition, Capital Raising and other matters is set out in Schedule 3 to this Notice.

1.7 Current capital structure

The capital structure of the Company as at the date of the Notice of Meeting is set out below:

Existing Securities	
Ordinary Shares	259,204,352

1.8 Pro forma capital structure

The capital structure of the Company following the Acquisition, Capital Raising and other matters is set out below:

Event	Minimum Subscription (\$4,000,000)			Maximum Subscription (\$6,000,000)		
	Pre-Consolidation Shares	Post-Consolidation Shares (1)(2)	Percentage of total Shares	Pre-Consolidation Shares	Post-Consolidation Shares (1)(2)	Percentage of total Shares
Existing Shareholders	259,204,352	36,287,883	16.61%	259,204,352	36,287,883	15.22%
Consideration Shares	1,015,143,835	142,117,294	65.07%	1,015,143,835	142,117,294	59.61%
Shares issued under Capital Raising ²	285,714,285	40,000,000	18.31%	428,571,428	60,000,000	25.17%
TOTAL	1,560,062,472	218,405,177	100.00%	1,702,919,615	238,405,177	100.00%

1. Assumes a Consolidation of the Company's shares on a 1 for 7.143 basis.
2. Does not include any future issue of Shares (whether issued upon vesting of any Performance Rights or exercising of any Options).

Options

Class	Pre-Consolidation Options	Post-Consolidation Options ¹	Post-Consolidation Exercise Price
Existing Options	Nil	Nil	N/A
Adviser Options	Nil	13,999,720	\$0.15
TOTAL	Nil	13,999,720	N/A

1. Assumes a consolidation of the Company's shares on a 1 for 7.143 basis.

2. Refer to Schedule 8 for terms and conditions of the Adviser Options.

1.9 Advantages of the Acquisition

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

- (a) It has become clear that current market conditions make it very difficult to raise funds to explore the exploration projects which the Company holds. The Acquisition is an excellent opportunity for the Company to gain an entry into an expanding global market;
- (b) the Acquisition represents a significant asset acquisition opportunity for the Company for 3D printing technology that has been developed and is already deployed;
- (c) through the acquisition of Albion 3D and the acquisition of 100% of ROBO 3D, a larger market capitalisation and enhanced shareholder base should provide a more liquid stock than the Company currently has; and
- (d) the new Board of Directors will provide an experienced set of skills in 3D printing technology, early stage company commercialisation, and corporate finance to guide the growth of the Company.

1.10 Disadvantages of the Acquisition

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

- (a) the Company will be changing the nature and scale of its activities, which may not be consistent with the objectives of Shareholders;
- (b) the Acquisition will result in the issue of Shares to the Albion 3D Vendors and ROBO 3D Vendors, Options to the Corporate Adviser and Performance Rights to the Incoming Management, Founders and Employees which will have a dilutionary effect on the current holdings of Shareholders (together with the effect of the Capital Raising); and
- (c) there are many risk factors associated with the change of nature and scale of the Company's activities, or rather associated with ROBO 3D's business and operations. See an outline of these risks at Schedule 4 to the Notice.

1.11 Risks

Shareholders should be aware that if the Resolutions are approved, the Company will be changing the nature and scale of its activities which is subject to various risk factors. Based on the information available, a non-exhaustive list of risk factors are included in Schedule 4.

The Company's securities have been in suspension since 2 May 2016. Should the Acquisition not complete, the Company will remain in suspension until such times (if at all) that the ASX is satisfied with the status of the Company's operations. There is a risk that the Company may not be able to satisfy ASX of this matter and consequently be unable to requote its securities on ASX.

1.12 Indicative Timetable

An indicative timetable for the Acquisition is set out below. Shareholders should note the below dates are indicative only and may change without notice. The Directors reserve the right to amend the timetable.

Event	Date
Company announces execution of the Revised Term Sheet on the ASX	8 September 2016
Company's Notice of Meeting dispatched to shareholders	20 October 2016
Lodge Prospectus with ASIC and ASX	24 October 2016
Prospectus offer period opens	31 October 2016
Prospectus offer period closes	11 November 2016
Shareholders Meeting	18 November 2016
Consolidation record date for the Company's Securities	25 November 2016
Completion	6 December 2016
Issue Shares under Prospectus	6 December 2016
Anticipated date of re-quotation of Falcon's securities on the ASX	13 December 2016
Transaction Sunset Date	31 December 2016

Notes

1. Subject to the Exposure Period. Any extension of the Exposure Period will impact on the Opening Date.
2. Prospective investors are encouraged to submit their Applications as early as possible. The Directors reserve the right to close the offer earlier or later than as indicated above without prior notice to prospective investors.
3. Anticipated dates only. The above dates are indicative only and may change without notice. The Directors reserve the right to amend the timetable. The date the Securities are expected to be issued and/or commence trading on ASX may vary with any change to the Closing Date.

1.13 Plans for the Company if the Acquisition is not completed

If the Company does not complete the Acquisition, the Company will continue with its existing projects, and investigate new opportunities for growth.

1.14 Directors' Recommendation

It is the view of the Directors that the Acquisition will give Shareholders the opportunity to participate in a potentially significant development and commercialisation of a 3D printing business in the consumer segment of the 3D printing industry. The Directors consider that the Acquisition is in the best interests of the Company and unanimously recommend that Shareholders vote in favour of all of the Resolutions. The Key Resolutions are interdependent, meaning that Shareholders must pass all of the Key Resolutions for the Acquisition to proceed.

2. Resolution 1 – Change to Scale and Nature of Activities

2.1 General

Resolution 1 seeks approval from Shareholders for a change to the nature and scale of the activities of the Company.

As outlined in Section 1 of this Explanatory Memorandum, the Company has, pursuant to the Revised Term Sheet, agreed to acquire all of the issued capital in Albion 3D from the Vendors in order to acquire a 100% interest in ROBO 3D.

Completion of the Acquisition is subject to the requirement to obtain Shareholder approval.

A detailed description of the proposed Acquisition and ROBO 3D's assets and business prospects is outlined in Section 1 above.

2.2 Legal requirements

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

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

ASX has indicated to the Company that given the change in the nature and scale of the Company's activities resulting from the Acquisition it requires the Company to:

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

3. Resolution 2 – Consolidation of Capital

3.1 General

Resolution 2 seeks Shareholder approval for the Company to undertake a consolidation of the Company's issued capital on the basis that every 7.143 securities on issue (being its Shares) be consolidated into one security (**Consolidation**). The Consolidation is subject to the passing of all the Key Resolutions, as set out in this Notice.

The purpose of the Consolidation is to implement a more appropriate capital structure for the Company going forward and is necessary to enable the Company to satisfy Chapters 1 and 2 of the Listing Rules and obtain re-quotations of the Shares on ASX.

3.2 Legal Requirements

Section 254H of the Corporations Act enables a company to convert all or any of its securities into a smaller number of securities by a resolution passed at a general meeting. The conversion proposed by Resolution 2 is permitted under section 254H of the Corporations Act.

The Listing Rules also require that the number of Options on issue be consolidated in the same ratio as the ordinary capital and the exercise price amended in inverse proportion to that ratio.

3.3 Fractional Entitlements and Taxation

Not all Shareholders will hold that number of Shares which can be evenly divided. Where a fractional entitlement occurs, the Directors will round that fraction down to the nearest whole Share.

It is not considered that any taxation implications will exist for Shareholders arising from the Consolidation. However, Shareholders are advised to seek their own taxation advice on the effect

of the Consolidation and neither the Company, nor the Directors (or the Company's advisors) accept any responsibility for the individual taxation implications arising from the Consolidation.

3.4 Holding Certificates

From the date of the Consolidation:

- (a) all holding statements for Shares will cease to have any effect, except as evidence of entitlement to a certain number of Shares on a Post-Consolidation basis;
- (b) after the Consolidation becomes effective, the Company will arrange for new holding statements for Shares to be issued to holders of those securities; and
- (c) it is the responsibility of each Shareholder to check the number of Shares held prior to disposal or exercise (as the case may be).

3.5 Effect on capital structure

The effect which the Consolidation will have on the capital structure of the Company is detailed in the table in Section 1.8.

3.6 Timetable for the Consolidation

The indicative timetable for the Consolidation is as follows:

Event	Date
General Meeting to approve Consolidation	18 November 2016
Notification to ASX of results of General Meeting	18 November 2016
Date trading would ordinarily end on a pre-Consolidated basis*	21 November 2016
Date trading would ordinarily commence on deferred settlement basis*	22 November 2016
Last day to register transfers on a pre-Consolidation basis	23 November 2016
First day for Company to send notice to Shareholders of change of holdings as a result of Consolidation	24 November 2016
First day for Company to register securities on a Post-Consolidation basis and for issue of holding statements	
Date trading on a deferred basis would ordinarily end*	30 November 2016
Despatch date	
Last day for securities to be entered into the holders' security holdings and for Company to send notice to each security holder	

* As the Company's Securities are currently suspended and will continue to be suspended from trading after the Meeting, there will not be any Pre-Consolidated trading or deferred settlement trading.

4. Resolution 3– Issue of Consideration Shares to Albion 3D Vendors in consideration for the acquisition of Albion 3D

4.1 General

As outlined in Section 1 of this Explanatory Memorandum, the Company has agreed to acquire all of the issued capital of Albion 3D from the Albion 3D Vendors.

Under the Revised Term Sheet, the total consideration to be issued to the Albion 3D Vendors (and/or their nominees) will be 98,488,030 Consideration Shares (on a Post Consolidation basis) in the proportions as set out in Schedule 5 (**Albion 3D Consideration Shares**).

Listing Rule 7.1 provides that a company must not (subject to specified exceptions), without the approval of shareholders, issue or agree to issue during any 12 month period any equity securities, or other securities with rights to conversion to equity (such as an option), if the number of those securities exceeds 15% of the number of ordinary securities on issue at the commencement of that 12 month period.

Given the Shares that are to be issued to the Albion 3D Vendors under Resolution 3 will exceed the 15% threshold and none of the exceptions contained in Listing Rule 7.2 apply, Shareholder approval is required under Listing Rule 7.1.

The Company notes that Ryan Legudi, Patrick Glovac and Tim Grice (or entities controlled by these parties) will be receiving Albion 3D Consideration Shares on the same basis (on arms-length terms) as all other Albion 3D Vendors. Mr Legudi, Mr Glovac and Mr Grice are Related Parties of the Company because it is intended that they are appointed to the Board of the Company as part of Completion of the Acquisition. The Company has determined not to obtain approval pursuant to Listing Rule 10.11 because their receipt of Albion 3D Consideration Shares on the basis of the exception provided at Listing Rule 10.12 exception 6 – being that Mr Legudi, Mr Glovac and Mr Grice are Related Parties of the Company by reason only of the Acquisition which is the reason for the issue of the Consideration Shares.

The Consideration Shares issued to the Albion 3D Vendors (and/or their nominees) will be subject to any ASX imposed escrow terms.

4.2 Technical Information Required by Listing Rule 7.3

The following information is provided in relation to the issue of Consideration Shares to the Albion 3D Vendors under Resolution 3 and in accordance with Listing Rule 7.3:

- (a) the maximum number of securities to be issued under Resolution 3 to the Albion 3D Vendors is 98,488,030 Shares (on a Post-Consolidation basis);
- (b) it is intended that allotment will occur on the same date, being the Completion date of the Acquisition;
- (c) the Shares will be issued for nil cash consideration, but rather as consideration for the Company's acquisition of 100% of the issued capital in Albion 3D. Accordingly no funds will be raised from the issue of the Albion 3D Consideration Shares to the Albion 3D Vendors;
- (d) the Shares will be issued to the Albion 3D Vendors (and/or their nominees) in the proportions set out in Schedule 5 to this Notice; and
- (e) the Shares issued to the Albion 3D Vendors will be fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares.

5. Resolution 4 – Issue of Consideration Shares to ROBO 3D Vendors in consideration for the acquisition of the Existing Robo 3D Shares

5.1 General

As outlined in Section 1 of this Explanatory Memorandum, the Company, via its acquisition of Albion 3D, has agreed to acquire 100% of the issued capital of ROBO 3D. This acquisition will occur in two parts which complete contemporaneously at Completion:

- (a) Albion 3D will convert all of its secured convertible notes, pursuant to the Stock Purchase Agreement and Secured Loan Agreement, into ordinary shares in ROBO 3D, equaling 51% of the issued share capital of ROBO 3D;
- (b) the Company, via Albion 3D, will acquire the remaining 49% of the issued share capital of ROBO 3D, being the Existing ROBO 3D Shares, from the ROBO 3D Vendors pursuant to the Revised Term.

Under the Revised Term Sheet, the total consideration to be issued to the ROBO 3D Vendors (and/or their nominees) will be 43,629,264 Consideration Shares (on a Post Consolidation basis) in the proportions as set out below (**ROBO 3D Consideration Shares**):

ROBO 3D Vendor	Existing ROBO 3D Shares	Percentage of total ROBO 3D Shares	N.o. ROBO 3D Consideration Shares (Post-Consolidation)
Braydon Moreno	4,575	45.75%	18,030,462
Jacob Kabili	4,575	45.75%	18,030,462
Penrose Corporation	700	7.00%	6,232,751
Christopher Lamb	150	1.50%	1,335,589
TOTAL	10,000	100.00%	43,629,264

Listing Rule 7.1 provides that a company must not (subject to specified exceptions), without the approval of shareholders, issue or agree to issue during any 12 month period any equity securities, or other securities with rights to conversion to equity (such as an option), if the number of those securities exceeds 15% of the number of ordinary securities on issue at the commencement of that 12 month period.

Given the Shares that are to be issued to the ROBO 3D Vendors under Resolution 4 will exceed the 15% threshold and none of the exceptions contained in Listing Rule 7.2 apply, Shareholder approval is required under Listing Rule 7.1.

The Company notes that Braydon Moreno will be receiving ROBO 3D Consideration Shares on the same basis (on arms-length terms) as all other ROBO 3D Vendors. Mr Moreno is a Related Party of the Company because it is intended that he is appointed to the Board of the Company as part of Completion of the Acquisition. The Company has determined not to obtain approval pursuant to Listing Rule 10.11 because his receipt of ROBO 3D Consideration Shares by Mr Moreno on the basis of the exception provided at Listing Rule 10.12 exception 6 – being that Mr Moreno is a Related Party of the Company by reason only of the Acquisition which is the reason for the issue of the ROBO 3D Consideration Shares.

The Consideration Shares issued to the ROBO 3D Vendors (and/or their nominees) will be subject to any ASX imposed escrow terms.

5.2 Technical Information Required by Listing Rule 7.3

The following information is provided in relation to the issue of Consideration Shares to the ROBO 3D Vendors under Resolution 3 and in accordance with Listing Rule 7.3:

- (a) the maximum number of securities to be issued under Resolution 3 to the Unrelated Vendors is 43,629,264 Shares (on a Post-Consolidation basis);
- (b) it is intended that allotment will occur on the same date, being the Completion date of the Acquisition;
- (c) the Shares will be issued for nil cash consideration, but rather as consideration for the Company's acquisition of the Existing ROBO 3D Shares. Accordingly no funds will be raised from the issue of the ROBO 3D Consideration Shares to the ROBO 3D Vendors;
- (d) the Shares will be issued to the ROBO 3D Vendors (and/or their nominees) in the proportions set out in section 5.1 above; and
- (e) the Shares issued to the ROBO 3D Vendors will be fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares.

6. Resolution 5 – Issue of Performance Rights

6.1 General

Pursuant to the Term Sheet, the Company has agreed, subject to obtaining the necessary Shareholder approvals, to issue 13,999,720 Performance Rights (on a Post-Consolidation basis) as ongoing employment incentives to the Incoming Management, the Founders and Employees who will be working in the Company and involved in the ongoing development and growth of the ROBO 3D business post-Completion.

The Performance Rights will be issued to these parties (**Recipients**) on the basis specified in section 6.2(d) below.

The Performance Rights are convertible into ordinary Shares in the Company subject to their respective Performance Milestones being achieved.

Resolution 5 seeks Shareholder approval for the grant of the Performance Rights to the Recipients (and/or their nominees), is an ordinary resolution and is subject to the passing of all the Key Resolutions under the Notice.

Listing Rule 7.1 provides that a company must not (subject to specified exceptions), without the approval of shareholders, issue or agree to issue during any 12 month period any equity securities, or other securities with rights to conversion to equity (such as an option), if the number of those securities exceeds 15% of the number of ordinary securities on issue at the commencement of that 12 month period.

The effect of Resolution 5 will be to allow the Directors to issue the Performance Rights to the Recipients (and/or their nominees) during a period of 3 months after the Meeting (or a longer period, if allowed by ASX), without using the Company's 15% annual placement capacity.

The Company notes that Ryan Legudi, Tim Grice and Braydon Moreno are Related Parties of the Company because it is intended that they are appointed to the Board of the Company as part of Completion of the Acquisition. The Company has determined not to obtain approval pursuant to

- (a) Listing Rule 10.11, on the basis of the exception provided at Listing Rule 10.12 exception 6 – being that Mr Legudi, Mr Grice and Mr Moreno are Related Parties of the Company by reason only of the Acquisition which is the reason for the issue of the Performance Rights; and
- (b) Chapter 2E of the Corporations Act, on the basis of the exception provided in section 211 of the Corporations Act, that the issue of the Performance Rights to the Mr Legudi, Mr Grice and Mr Moreno is part of their reasonable remuneration in the circumstances of the Company and in light of each recipients' role with the Company going forward.

6.2 Technical Information Required by Listing Rule 7.3

The following information is provided in relation to the issue of the Performance Rights to the Recipients under Resolution 5 and in accordance with Listing Rule 7.3:

- (a) the maximum number of securities to be issued under Resolution 5 to the Recipients is 13,999,720 Performance Rights (on a Post-Consolidation basis);
- (b) it is intended that allotment of the Performance Rights will occur on the same date, being the Completion date of the Acquisition;
- (c) the Performance Rights will be issued for nil cash consideration, but rather as ongoing employment incentives to executive, management and employees who will be involved in the ongoing development of the ROBO 3D business post-Completion. Accordingly, no funds will be raised from the issue of the Performance Rights to the Recipients;
- (d) the Performance Rights will be issued to the Recipients (and/or their nominees) in the following proportions:
 - (i) 2,449,951 Performance Rights to Ryan Legudi (and/or his nominee) (on a Post-Consolidation basis) and on the terms set out in Schedule 2 (Item 1);
 - (ii) 2,449,951 Performance Rights to Tim Grice (and/or his nominee) (on a Post-Consolidation basis) and on the terms set out in Schedule 2 (Item 1);
 - (iii) 2,799,944 Performance Rights to Braydon Moreno (and/or his nominee) (on a Post-Consolidation basis) and on the terms set out in Schedule 2 (Item 2);
 - (iv) 2,799,944 Performance Rights to Jacob Kabili (and/or his nominee) (on a Post-Consolidation basis) and on the terms set out in Schedule 2 (Item 2); and
 - (v) 3,499,930 Performance Rights to Employees (and/or their nominees) (on a Post-Consolidation basis) and on the terms set out in Schedule 2 (Item 3).

7. Resolution 6 – Issue of Adviser Options

7.1 General

As outlined above, pursuant to the terms of the Revised Term Sheet, the Company has agreed to issue the Adviser Options to the Company's Corporate Advisers, Forrest Capital Pty Ltd (ACN 118 115 834), GTT Ventures Pty Ltd (ACN 601 029 636) (and/or their nominees) (**Advisers**).

The Adviser Options comprise 13,999,720 unlisted Options (Post-Consolidation) exercisable at \$0.15 on or before the date which is 3 years from their date of issue (**Adviser Options**).

Resolution 6 seeks Shareholder approval for the issue of the Adviser Options to the Advisers (and/or its nominees) in consideration for corporate advisory services in respect of the Acquisition.

Listing Rule 7.1 provides that a company must not (subject to specified exceptions), without the approval of Shareholders, issue or agree to issue during any 12 month period any equity securities, or other securities with rights to conversion to equity (such as an option), if the number of those securities exceeds 15% of the number of ordinary securities on issue at the commencement of that 12 month period.

The effect of Resolution 6 will be to allow the Directors to issue the Adviser Options to the Advisers (and/or its nominees) during a period of 3 months after the Meeting (or a longer period, if allowed by ASX), without using the Company's 15% annual placement capacity.

The Company notes that Mr Patrick Glovac is a director and shareholder of GTT Ventures Pty Ltd.

The Adviser Options issued to the Advisers will be subject to any ASX imposed escrow terms.

7.2 Technical Information Required by Listing Rule 7.3

The following information is provided in relation to Resolution 6 pursuant to and in accordance with Listing Rule 7.3:

- (a) the maximum number of Adviser Options to be issued is 13,999,720 (Post-Consolidation);
- (b) It is intended that allotment will occur progressively upon completion of the Acquisition or shortly after;
- (c) the Adviser Options will be issued for a nominal issue price of \$0.0001 per Adviser Option (raising a total of \$1,399.97), but the purpose of their issue is as consideration for corporate advisory services provided by the Advisers (and/or its nominees) to the Company in relation to the Acquisition;
- (d) the Adviser Options will be issued to the Advisers (and/or its nominees) in the amounts set out above and the Advisers (and/or its nominees) are not Related Parties of the Company;
- (e) the Adviser Options issued will be on the terms and conditions specified in Schedule 8; and the Shares issued on exercise of the Adviser Options will be fully paid ordinary Shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares;
- (f) the Adviser Options will be unlisted, however, in the event of their exercise into Shares, an application will be made for Official Quotation on ASX of the fully paid Shares upon exercise.

8. Resolution 7 – Capital Raising

8.1 General

As outlined in Section 1.2.1 of this Explanatory Memorandum, completion of the Revised Term Sheet and Acquisition is conditional upon the Company completing the Capital Raising.

The Company will seek to issue 40,000,000 Shares at an issue price of \$0.10 per Share (on a Post-Consolidation basis) to raise a minimum of \$4,000,000 (before expenses of the offer), with

the ability to take oversubscriptions of 20,000,000 Shares (at the same issue price), to raise a further \$2,000,000 for a total raising of up to \$6,000,000 (before expenses of the offer).

Resolution 7 seeks Shareholder approval for the issue of up to 60,000,000 Shares the subject of the Capital Raising.

A summary of Listing Rule 7.1 is set out in Section 6.1 of this Explanatory Memorandum.

The Company has sought a waiver from ASX with respect to condition 2 of ASX Listing Rule 2.1, which would otherwise have required that the new Shares offered pursuant to Resolution 7 must have a minimum issue price of \$0.20 per Share.

The effect of Resolution 7 will be to allow the Directors to issue up to 60,000,000 Shares pursuant to the Capital Raising during the period of 3 months after the Meeting (or a longer period, if allowed by ASX), without using the Company's 15% annual placement capacity.

The Company confirms that it has obtained a waiver from ASX from the requirements of ASX Listing Rule 2.1 Condition 2 to the extent necessary to permit the Capital Raising Shares to be issued at \$0.10 per Share (being less than \$0.20 but not less than \$0.02) subject to the Company obtaining Shareholder approval for the Capital Raising Shares and their issue price.

8.2 Technical Information Required By ASX Listing Rule 7.1

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

- (a) the maximum number of Shares to be issued is up to 60,000,000;
- (b) it is intended that allotment will occur on the same date, being the Completion date of the Acquisition;
- (c) the issue price will be \$0.10 per Share;
- (d) the participants in the Capital Raising will be members of the public. The Current Directors (in consultation with the Company's Advisers) will determine to whom the Shares will be issued and will ensure that, except for the issue of the Capital Raising Shares to the Current Directors subject to Shareholder approval pursuant to Resolution 8, no Related Parties will be issued Shares under the Capital Raising;
- (e) the Shares issued will be fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares; and
- (f) the Company intends to apply the funds raised from the Capital Raising towards the following items over the 12 months following re-quotation of the Company's shares on the ASX:

Item	Minimum Subscription	Maximum Subscription
	\$4,000,000	\$6,000,000
Cash on hand of the Company	\$310,424	\$310,424
Capital raised	\$4,000,000	\$6,000,000
Total Funds Available	\$4,310,424	\$6,310,424
Expenses of the Transaction	\$466,840	\$588,840
New product tooling and moulds	\$500,000	\$750,000

R&D for new models	\$300,000	\$450,000
Manufacturing of inventory	\$650,000	\$1,000,000
Sales & marketing activities	\$1,000,000	\$1,250,000
IT systems and software upgrades	\$100,000	\$200,000
Feasibility study for 3D products	\$50,000	\$250,000
Corporate & administration	\$1,100,240	\$1,274,200
Working capital	\$143,384	\$547,384
Total Funds Applied	\$4,310,424	\$6,310,424

Notes:

- (a) The "Cash on hand of the Company" is as at 30 June 2016 in accordance with the Pro Forma Balance Sheet provided in Schedule 3.
- (b) If the proceeds raised are between the Minimum Subscription and the Maximum Subscription, funds will be allocated between the above uses on a pro rata basis.
- (c) The above table is a statement of current intentions as at the date of this Notice of Meeting. However, Shareholders should note that as with any budget, the allocation of funds set out in the table above may change depending on a number of factors, including the outcome of operational activities, regulatory developments, and market and general economic conditions. In light of this, the Board reserves the right to alter the way the funds are applied.
- (d) The Directors are satisfied that upon completion of the Offer, the Company will have sufficient working capital to meet its stated objectives as set out in this Notice of Meeting.

9. Resolution 8 – Participation of Current Directors in Capital Raising

9.1 General

Under this Resolution, it is proposed to grant Richard Diermayer, Ron Smit, and Ray Muskett (and/or their nominees), being a Current Directors of the Company, the entitlement to participate in the Capital Raising. The total maximum number of Shares which may be issued to Richard Diermayer, Ron Smit, and Ray Muskett (and/or their nominees) under the Capital Raising is up to 2,900,000 at \$0.10 per Share.

9.2 ASX Listing Rule 10.11

In accordance with the Listing Rules, Shareholder approval is required for the issue of equity securities to a Related Party of the Company. Richard Diermayer, Ron Smit, and Ray Muskett are all Current Directors of the Company and are therefore Related Parties of the Company. Consequently, in accordance with the Listing Rule 10.11, Shareholder approval is required for the issue of equity securities to Richard Diermayer, Ron Smit, and Ray Muskett (**Current Directors**).

9.3 Technical Information required by ASX Listing Rule 10.13

Pursuant to and in accordance with ASX Listing Rule 10.13, the following information is provided in relation to this Resolution:

- (a) the Capital Raising Shares, the subject of this Resolution, will be issued to the Current Directors (and/or their nominees);
- (b) the aggregate maximum number of fully paid Shares which the Current Directors (and/or their nominees) may subscribe for under the Capital Raising is up to 2,900,000 Shares. The Shares will be issued on the following basis:

- (i) 1,800,000 Shares to Richard Diermajer (and/or his nominee);
 - (ii) 1,000,000 Shares to Ron Smit (and/or his nominee); and
 - (iii) 100,000 Shares to Ray Muskett (and/or his nominee),
- (c) the Company may not necessarily issue the full complement of Shares and may issue a lesser number;
 - (d) the issue price of the Shares proposed to be issued will be \$0.10 per Share;
 - (e) it is intended that allotment will occur on the same date, being the Completion date of the Acquisition. The Company has obtained a waiver from the ASX of Listing Rule 10.13.3 to permit the Company to issue the Capital Raising Shares to be issued to the Current Directors later than 1 month after the Meeting (but not later than 3 months after the date of the Meeting); so that the Shares will be issued to the Current Directors at Completion, together with the Consideration Shares, Performance Rights and Adviser Options.;
 - (f) application will be made for Official Quotation on ASX of the Shares (being fully paid ordinary shares) to be issued pursuant to this Resolution;
 - (g) the Shares issued will rank equally with the existing Shares on issue;
 - (h) if approval is given for this Resolution for the purposes of Listing Rule 10.11, approval for the issue under this Resolution is not required under Listing Rule 7.1; and
 - (i) the Company intends to use the funds raised by the Capital Raising as detailed in the Use of Funds specified in section 8.2(f) of this Notice.

9.4 Section 208 of the Corporations Act

Section 228(6) of the Corporations Act states that a person is a related party of a company if the company believes, or has reasonable grounds to believe that the person is likely to become a related party).

For a public company, or an entity that the public company controls, to give a financial benefit to a related party of the public company, the public company or entity must:

- (a) obtain the approval of the public company's members in the manner set out in Sections 217 to 227 of the Corporations Act; and
- (b) give the benefit within 15 months following such approval,

unless the giving of the financial benefit falls within an exception set out in Sections 210 to 216 of the Corporations Act.

The Current Directors' participation in the Capital Raising will result in the issue of Shares which constitutes giving a financial benefit and the Current Directors are related parties of the Company as described above.

The Current Directors consider that Shareholder approval pursuant to Chapter 2E of the Corporations Act is not required in respect of Richard Diermajer, Ron Smit, and Ray Muskett's participation in the Capital Raising as the Shares will be issued to the Current Directors on the same terms as Shares issued to non-related party participants in the Capital Raising and as such the giving of the financial benefit is on arm's length terms.

9.5 Effect on Voting Power

Resolution 8 proposes to allow the Current Directors to participate in the Capital Raising. Section 9.3 details the maximum number of Shares the Current Directors intends to (and will be allowed to) subscribe for.

The maximum voting power of the Current Directors following completion of all the issues contemplated by this Notice will be as follows:

Current Director	Proposed maximum Shareholding following completion of all Resolutions under this Notice (Post Consolidation)	Maximum voting power (Assuming Minimum Subscription - \$4 million)	Maximum voting power (Assuming Maximum Subscription - \$6 million)
Richard Diermajer	2,483,370 + 1,800,000 = 4,283,370	1.96%	1.80%
Ron Smit	2,305,315 + 1,000,000 = 3,305,315	1.51%	1.39%
Ray Muskett	774,315 + 100,000 = 874,315	0.40%	0.37%

10. Resolutions 9, 10, 11 and 12– Election of Directors

10.1 Background

As outlined in Section 1.2.1 and 1.4 of this Explanatory Memorandum, the Company has agreed to the appointment of four directors of the Company (being Ryan Legudi, Timothy Grice, Patrick Glovac, and Braydon Moreno effective on and from completion of the Acquisition.

Existing directors Richard Diermajer, Ron Smit, and Ray Muskett will resign effective on and from completion of the Acquisition.

10.2 Constitution Requirements

Clause 13.4 of the Constitution provides for the Company to elect a person as a director of the Company by resolution passed in general meeting.

No person other than a Director seeking re-election shall be eligible for election to the office of Director at any general meeting unless the person or some Shareholder intending to propose his or her nomination has left at the registered office of the Company a notice in writing duly signed by the nominee giving his or her consent to the nomination and signifying his or her candidature for the office or the intention of the Shareholder to propose the person.

A copy of the nomination for candidature for the Proposed Directors is enclosed at Schedule 6 and the Proposed Directors have consented to act.

A director elected at a general meeting is taken to have been elected with effect immediately after the end of that general meeting unless the resolution by which the director was appointed or elected specifies a different time. Resolutions 9, 10, 11 and 12 seek the election of the Proposed Directors respectively as directors of the Company with effect on and from the date of Completion of the Acquisition.

10.3 Background and Qualifications

The background and qualifications of each proposed director is set in section 1.3.13 above.

11. Resolution 13 – Change of Company Name

Section 157(1) of the Corporations Act provides that a company may change its name if the company passes a special resolution adopting a new name.

Resolution 13 seeks the approval of Shareholders to the adoption of “Robo 3D Limited” as the new name for the Company, subject to completion of the Acquisition occurring.

If Resolution 13 is passed the change of name will take effect when ASIC alters the details of the Company’s registration. The proposed name has been reserved by the Company and if Resolution 13 is passed, the Company will lodge a copy of the special resolution with ASIC following settlement of the Acquisition occurring in order to effect the change.

The Board proposes this change of name on the basis that it more accurately reflects the proposed future operations of the Company.

12. Resolution 14 – Removal of Auditor

Under section 329 of the Corporations Act, an auditor of a company may be removed from office by resolution at a general meeting of which 2 months’ notice of intention to move the resolution has been given (**Notice of Intention**).

It should be noted that under this section, if a company calls a meeting after the Notice of Intention has been given, the meeting may pass the resolution even though the meeting is held less than 2 months after the Notice of Intention is given.

Resolution 12 is an ordinary resolution seeking the removal of Stantons International as the auditor of the Company. An auditor may be removed in a general meeting provided that the Notice of Intention to remove the auditor has been received from a member of the company. A copy of the Notice of Intention is set out in Schedule 7 to this Notice.

The Company is only seeking to remove Stantons International as a result of the Acquisition and for the purpose of aligning the auditor of the Company with the auditor of ROBO 3D’s operating business (for cost and work flow benefits going forward).

In accordance with section 329(2) of the Corporations Act, the Company has sent a copy of the Notice of Intention to Stantons International and ASIC.

13. Resolution 15 – Appointment of Auditor

Under Section 327D of the Corporations Act, the Company in a general meeting may appoint an auditor to replace an auditor removed under Section 329 of the Corporations Act.

Resolution 15 is a special resolution seeking the appointment of BDO Audit (East Coast Partnership) Pty Ltd as the new auditor of the Company. As required by the Corporations Act, a nomination for BDO Audit (East Coast Partnership) Pty Ltd to be appointed as the auditor of the Company has been received from a member. A copy of the nomination of BDO Audit (East Coast Partnership) Pty Ltd as auditors is set out in Schedule 7 to this Notice.

BDO Audit (East Coast Partnership) Pty Ltd has given its written consent to act as the Company’s auditor in accordance with Section 328A(1) of the Corporations Act subject to shareholder approval of this resolution.

If Resolutions 14 and 15 are passed, the appointment of BDO Audit (East Coast Partnership) Pty Ltd as the Company’s auditor will take effect at the close of this Meeting. Resolution 15 is subject to the passing of Resolution 14.

14. Resolution 16 –Adoption of Performance Rights Plan

Resolution 16 seeks Shareholder approval for the adoption of the employee incentive scheme titled Performance Rights Plan (**Plan**) in accordance with ASX Listing Rule 7.2 (Exception 9(b)).

ASX Listing Rule 7.1 provides that a company must not, subject to specified exceptions, issue or agree to issue more equity securities during any 12 month period than that amount which represents 15% of the number of fully paid ordinary securities on issue at the commencement of that 12 month period. ASX Listing Rule 7.2 (Exception 9(b)) sets out an exception to ASX Listing Rule 7.1 which provides that issues under an employee incentive scheme are exempt for a period of 3 years from the date on which shareholders approve the issue of securities under the scheme as an exception to ASX Listing Rule 7.1.

If Resolution 16 is passed, the Company will be able to issue performance rights under the Plan to eligible participants over a period of 3 years without impacting on the Company's ability to issue up to 15% of its total ordinary securities without Shareholder approval in any 12 month period.

Shareholders should note that no performance rights have previously been issued under the Plan.

The objective of the Plan is to attract, motivate and retain key employees and it is considered by the Company that the adoption of the Plan and the future issue of performance rights under the Plan will provide selected employees with the opportunity to participate in the future growth of the Company.

Any future issues of performance rights under the Plan to a related party or a person whose relation with the Company or the related party is, in ASX's opinion, such that approval should be obtained will require additional Shareholder approval under ASX Listing Rule 10.14 at the relevant time.

A summary of the key terms and conditions of the Plan is set out in Schedule 9. In addition, a copy of the Plan is available for review by Shareholders at the registered office of the Company until the date of the Meeting. A copy of the Plan can also be sent to Shareholders upon request to the Company Secretary. Shareholders are invited to contact the Company if they have any queries or concerns.

Schedule 1 – Definitions

In this Notice and the Explanatory Memorandum:

ACP means Albion Capital Partners Pty Ltd (ACN 108 235 918).

Acquisition means the Company's acquisition of:

- (a) 100% of the issued capital in Albion 3D from the Albion 3D Vendors, for the Albion 3D Consideration Shares; and
 - (b) 100% of the issued capital in ROBO 3D,
- for the Consideration Shares and pursuant to the Revised Term Sheet.

Advisers means Forrest Capital Pty Ltd (ACN 118 115 834) and GTT Ventures Pty Ltd (ACN 601 029 636).

Adviser Options means the options issued to the Advisers on the terms and conditions set out in Schedule 8.

Albion 3D means Albion 3D Investments Pty Ltd (ACN 608 650 317).

Albion 3D Consideration Shares means the 98,488,030 Shares issued by the Company to the Albion 3D Vendors pursuant to the Revised Term Sheet.

Albion 3D Vendors means parties who:

- (a) shareholders of Albion 3D;
- (b) have assigned their debt funding arrangements with Albion 3D (for the purpose of Albion 3D's funding of ROBO 3D) to the Company (with the value of the third parties debt to be converted into fully paid ordinary shares in the Company); or
- (c) have assisted Albion 3D with facilitating and completion of the Acquisition.

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited (ACN 008 624 691) and where the context permits the Australian Securities Exchange operated by ASX Limited.

ASX Listing Rules or **Listing Rules** means the official listing rules of ASX and any other rules of ASX which are applicable while any Shares are admitted to the Official List of ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by ASX.

Board means the board of Directors.

Business Day means:

- (a) for determining when a notice, consent or other communication is given, a day that is not a Saturday, Sunday or public holiday in the place to which the notice, consent or other communication is sent; and
- (b) for any other purpose, a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Perth.

Capital Raising means the Company's capital raising at an issue price of \$0.10 per Share (Post Consolidation) to raise a minimum of \$4,000,000 with the ability to take oversubscriptions of a further \$2,000,000 to raise up to a maximum of \$6,000,000 via the issue of 60,000,000 Shares.

Chair or **Chairman** means the person appointed to chair the Meeting conveyed by this Notice.

Closely Related Party of a member of the Key Management Personnel means:

- (a) a spouse or child of the member;
- (b) a child of the member's spouse;
- (c) a dependent of the member or the member's spouse;
- (d) anyone else who is one of the member's family and may be expected to influence the member, or be influenced by the member, in the member's dealing with the entity;
- (e) a company the member controls; and
- (f) a person prescribed by the Corporations Regulations 2001 (Cth).

Company or **Falcon Minerals** or **Robo 3D Technologies** means Falcon Minerals Limited (to be renamed Robo 3D Limited) (ACN 009 256 535).

Completion means completion of the Acquisition in accordance with the Revised Term Sheet.

Conditions Precedent means the conditions precedent to Completion of the Acquisition as set out in Section 1.2.1.

Consolidation means the Company's intended consolidation of the Company's issued capital pursuant to Resolution 2 and on the basis outlined in Section 3.

Consideration Shares means the Albion 3D Consideration Shares and the ROBO 3D Consideration Shares, being a total of 142,117,294 Shares (on a Post-Consolidation basis).

Constitution means the constitution of the Company.

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

Current Directors means the Directors of the Company at the date of this Notice.

Director means a director of the Company.

Employees means the employees and contractors engaged by the Company (or any of its subsidiaries, including ROBO 3D post-Completion) for the purpose of its ongoing business.

Explanatory Memorandum means the explanatory memorandum attached to the Notice.

Existing Robo 3D Shares means the fully paid ordinary shares in ROBO 3D held by the ROBO 3D Vendors, being 10,000 shares at the date of this Notice.

Founders means the founders of ROBO 3D, being Braydon Moreno and Jacob Kabili.

Incoming Management means the incoming directors of the Company subject to Completion occurring, being Ryan Legudi and Tim Grice.

Key Management Personnel has the same meaning as in the accounting standards issued by the Australian Accounting Standards Board and means those persons having authority and responsibility for planning, directing and controlling the activities of the Company, or if the Company is part of a consolidated entity, of the consolidated entity, directly or indirectly, including any director (whether executive or otherwise) of the Company, or if the Company is part of a consolidated entity, of an entity within the consolidated group.

Key Resolutions means Resolutions 1 – 13 (inclusive).

Loan means the loan of \$250,000 from the Company to Albion 3D pursuant to the terms and conditions set out in Section 1.2.

Meeting has the meaning in the introductory paragraph of the Notice.

Notice means this notice of general meeting.

Oaktone means Oaktone Nominees Pty Ltd (ACN 074 566 635), as bare trustee for various beneficial owners of the shares in Albion 3D.

Original Term Sheet means the original term sheet entered into on 3 December 2015 between the Company, Albion 3D, Oaktone, ACP, Ryan Legudi and Tim Grice, which was subsequently replaced by the Revised Term Sheet.

Performance Rights means the performance rights to be issued by the Company pursuant to Resolution 5 and on the terms specified in Schedule 2.

Performance Milestones means the performance milestones for the Performance Rights set out in set out in Schedule 2.

Post-Consolidation means after the Consolidation.

Pre-Consolidation means before the Consolidation.

Proposed Directors means Ryan Legudi, Timothy Grice, Patrick Glovac and Braydon Moreno.

Prospectus means a prospectus issued by the Company for the purpose of the Capital Raising, as outlined in Section 1.2.1 and 1.5.

Proxy Form means the proxy form attached to the Notice.

Recipient means a recipient of Performance Rights issued by the Company pursuant to Resolution 5.

Related Party has the meaning ascribed to that term as set out in the Corporations Act and the Listing Rules.

Resolution means a resolution contained in the Notice.

Revised Term Sheet means the term sheet dated 8 September 2016, between the Company, Albion 3D, Jacob Kabili and Braydon Moreno (being the Founders), Oaktone, ACP, Ryan Legudi and Tim Grice, which supersedes and replaces the Original Term Sheet.

Risk Factors refers to the risk factors set out in Schedule 4.

ROBO 3D means ROBO 3D Inc, a California corporation of 4901 Morena Blvd, No. 812, San Diego, California 92117, which conducts a business of design, manufacture and commercialisation of 3D printing products and technology.

ROBO 3D Consideration Shares means the 43,629,264 Shares issued by the Company to the ROBO 3D Vendors.

ROBO 3D Vendors means all the shareholders of ROBO 3D (including the Founders).

Ryan Legudi means Ryan Legudi or RFL Capital Pty Ltd (ACN 142 853 316) as trustee for The Ryan Legudi Family Trust.

Schedule means a schedule to this Notice.

Section means a section contained in this Explanatory Memorandum.

Secured Loan Agreement means the secured loan agreement between ROBO 3D and Albion 3D.

Securities means the securities of the Company.

Settlement or **Completion** means settlement or completion of the Acquisition under the Revised Term Sheet, as defined in Section 1.

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

Shareholder means a shareholder of ordinary fully paid shares in the Company.

Tim Grice means Tim Grice and Time Grice as trustee for the Grice Family Trust.

VWAP means a volume weighted average price.

WST means Western Standard Time, being the time in Perth, Western Australia.

In this Notice and the Explanatory Memorandum words importing the singular include the plural and vice versa.

Schedule 2 – Terms of Performance Rights

Item 1: Performance Rights to Incoming Management (Ryan Legudi and Tim Grice)

The key terms related to the vesting of the Management Performance Rights will be as follows (subject to any amendments required by ASX and the minimum conditions prescribed by ASX pursuant to Guidance Note 19):

(a) The Milestones related to the vesting of the Performance Rights will be as follows:

Tranche	# of Performance Rights (pre-consolidation)	Vesting Condition	Tenure Period
Tranche 1	12,500,000	Performance Rights shall convert to Shares upon the 10 trading day VWAP for the closing price of the Company's Shares being 150% of the price of the Shares issued under the Public Offer under Prospectus. For the avoidance of doubt, the milestone is \$0.15 per Share on a Post-Consolidation basis.	Within 4 years from the successful re-admission of the Company to ASX and raising the minimum subscription under the Prospectus.
Tranche 2	12,500,000	Performance Rights shall convert to Shares upon the 10 trading day VWAP for the closing price of the Company's Shares being 200% of the price of the Shares issued under the Public Offer under Prospectus. For the avoidance of doubt, the milestone is \$0.20 per Share on a Post-Consolidation basis.	Within 4 years from the successful re-admission of the Company to ASX and raising the minimum subscription under the Prospectus.
Tranche 3	3,750,000	Performance Rights shall convert to Shares upon the achievement of 12 months (rolling cumulative) revenue of Robo 3D of US\$7.5 million.	Within 4 years from the successful re-admission of the Company to ASX and raising the minimum subscription under the Prospectus.
Tranche 4	6,250,000	Performance Rights shall convert to Shares upon the achievement of 12 months (rolling cumulative) revenue of Robo 3D of US\$10.0 million.	Within 4 years from the successful re-admission of the Company to ASX and raising the minimum subscription under the Prospectus.

(b) General provisions that apply to the Performance Rights are:

- (i) Each Performance Right which has vested (and not lapsed or expired) entitles the participating holder to one fully paid ordinary share in the Company on vesting. Subject to the terms of grant, the Company may issue new shares or arrange a transfer or purchase of existing shares. An application will be made by the Company to ASX for the official quotation of the Shares issued upon the vesting of each Performance Right within the time period required under the Listing Rules.
- (ii) The Company may determine to issue shares to the participant or a trustee (to be held for and then transferred to the participant).
- (iii) Without the prior approval of the Board, Performance Rights cannot be transferred, disposed of or be dealt with by a participant.
- (iv) Unless the Tenure Period set by the Board expires at an earlier date or the Board determines otherwise in an invitation, Performance Rights will lapse on the latest of:
 - a. expiry of 12 months after the participant's death, if death occurs before the Performance Rights would otherwise lapse;

- b. expiry of 12 months after the date the participant ceases to be employed due to total and permanent disablement or redundancy;
 - c. the date the participant ceases to be employed for any other reason; or
 - d. if the Board extends the time during which the Performance Right may be vested (which cannot be later than the expiry of the Tenure Period), the expiry of that time.
- (v) Unvested Performance Rights will also lapse if the participant has acted fraudulently or dishonestly.
- (vi) Performance Rights do not carry entitlements to participate in new issues of securities made by the Company, until the participant has validly vested the Performance Rights and become a shareholder of the Company prior to the record date for the new issue.
- (vii) In any reorganisation of the Company's issued capital, the number of Performance Rights may be adjusted to the extent necessary to comply with the Listing Rules applying to a reorganisation of capital.
- (viii) The Board may determine that any Performance Rights will become vested and may be vested in any period, whether or not any or all applicable vesting conditions have been satisfied, including if there is a change of control of or takeover of the Company.
- (ix) Subject to paragraph (viii), a Performance Right may only be vested if:
 - a. where the participant is an employee at the time of vesting, the Performance Right has vested at the time of vesting;
 - b. where:
 - i. the participant's employment with the Company ceases due to death, total and permanent disablement, redundancy or retirement; or
 - ii. the participant's employer (being a company other than the Company) ceases to be a company within the Company group, whether or not after the cessation the participant remains an employee of that company,
 the Performance Right has vested on the employee's last employment date;
 - c. at the time of vesting:
 - i. the Tenure Period has commenced;
 - ii. the Performance Right has not lapsed; and
 - iii. the relevant vesting condition (if any) has been satisfied or waived; and
 - d. where the participant is an individual, the participant is not bankrupt and has not committed an act of bankruptcy and where the participant is deceased, the Participant's estate is not bankrupt.
- (x) If there is a successful takeover in relation to the Company or a Related Entity prior to the vesting of all the Performance Rights:
 - a. on or prior to the expiry of the Tenure Period, then on the date that the Successful Takeover occurs, for the right to every Performance Right that has not vested, one Share will be issued; and
 - b. provided however, if the number of Shares to be issued as a result of the Performance Rights due to a Successful Takeover in relation to the Company or a Related Entity is in excess of 10% of the total fully diluted share capital of the Company at the time of the issue, then the number of Shares to be issued in respect of the Performance Rights will be prorated so that the aggregate number of Shares issued for all Performance Rights that remain unissued is equal to 10% of the entire fully diluted share capital of the Company.

Item 2: Performance Rights to the Founders

The key terms related to the vesting of the Founder Performance Rights will be as follows (subject to any amendments required by ASX and the minimum conditions prescribed by ASX pursuant to Guidance Note 19):

(a) The Milestones related to the vesting of the Performance Rights will be as follows:

Tranche	# of Performance Rights (pre-consolidation)	Vesting Condition	Tenure Period
Tranche 1	15,000,000	Performance Rights shall convert to Shares upon the achievement of 12 months (rolling cumulative) revenue of Robo 3D of US\$10 million.	Within 4 years from the successful re-admission of the Company to ASX and raising the minimum subscription under the Prospectus.
Tranche 2	25,000,000	Performance Rights shall convert to Shares upon the achievement of 12 months (rolling cumulative) revenue of Robo 3D of US\$15.0million.	Within 4 years from the successful re-admission of the Company to ASX and raising the minimum subscription under the Prospectus.

(b) General provisions that apply to the Performance Rights are:

- (i) Each Performance Right which has vested (and not lapsed or expired) entitles the participating holder to one fully paid ordinary share in the Company on vesting. Subject to the terms of grant, the Company may issue new shares or arrange a transfer or purchase of existing shares. An application will be made by the Company to ASX for the official quotation of the Shares issued upon the vesting of each Performance Right within the time period required under the Listing Rules.
- (ii) The Company may determine to issue shares to the participant or a trustee (to be held for and then transferred to the participant).
- (iii) Without the prior approval of the Board, Performance Rights cannot be transferred, disposed of or be dealt with by a participant.
- (iv) Unvested Performance Rights will lapse if the participant has acted fraudulently or dishonestly.
- (v) Performance Rights do not carry entitlements to participate in new issues of securities made by the Company, until the participant has validly vested the Performance Rights and become a shareholder of the Company prior to the record date for the new issue.
- (vi) In any reorganisation of the Company's issued capital, the number of Performance Rights may be adjusted to the extent necessary to comply with the Listing Rules applying to a reorganisation of capital.
- (vii) The Board may determine that any Performance Rights will become vested and may be vested in any period, whether or not any or all applicable vesting conditions have been satisfied, including if there is a change of control of or takeover of the Company.
- (viii) Subject to paragraph (vii), a Performance Right may only be vested if:
 - a. at the time of vesting:
 - i. the Tenure Period has commenced;
 - ii. the Performance Right has not lapsed; and
 - iii. the relevant vesting condition (if any) has been satisfied or waived; and
 - b. where the participant is an individual, the participant is not bankrupt and has not committed an act of bankruptcy and where the participant is deceased, the Participant's estate is not bankrupt.
- (ix) If there is a successful takeover in relation to the Company or a Related Entity prior to the vesting of all the Performance Rights:
 - a. on or prior to the expiry of the Tenure Period, then on the date that the Successful Takeover occurs, for the right to every Performance Right that has not vested, one Share will be issued; and

- b. provided however, if the number of Shares to be issued as a result of the Performance Rights due to a Successful Takeover in relation to the Company or a Related Entity is in excess of 10% of the total fully diluted share capital of the Company at the time of the issue, then the number of Shares to be issued in respect of the Performance Rights will be prorated so that the aggregate number of Shares issued for all Performance Rights that remain unissued is equal to 10% of the entire fully diluted share capital of the Company.

Item 3: Performance Rights to Employees

The key terms related to the vesting of the Employee Performance Rights will be as follows (subject to any amendments required by ASX and the minimum conditions prescribed by ASX pursuant to Guidance Note 19):

(a) The Milestones related to the vesting of the Performance Rights will be as follows:

Tranche	# of Performance Rights (pre-consolidation)	Vesting Condition	Tenure Period
Tranche 1	9,375,000	Performance Rights shall convert to Shares upon the achievement of 12 months (rolling cumulative) revenue of Robo 3D of US\$10 million.	Within 4 years from the successful re-admission of the Company to ASX and raising the minimum subscription under the Prospectus.
Tranche 2	15,625,000	Performance Rights shall convert to Shares upon the achievement of 12 months (rolling cumulative) revenue of Robo 3D of US\$15.0million.	Within 4 years from the successful re-admission of the Company to ASX and raising the minimum subscription under the Prospectus.

(b) General provisions that apply to the Performance Rights are:

- (x) Each Performance Right which has vested (and not lapsed or expired) entitles the participating holder to one fully paid ordinary share in the Company on vesting. Subject to the terms of grant, the Company may issue new shares or arrange a transfer or purchase of existing shares. An application will be made by the Company to ASX for the official quotation of the Shares issued upon the vesting of each Performance Right within the time period required under the Listing Rules.
- (xi) The Company may determine to issue shares to the participant or a trustee (to be held for and then transferred to the participant).
- (xii) Without the prior approval of the Board, Performance Rights cannot be transferred, disposed of or be dealt with by a participant.
- (xiii) Unvested Performance Rights will lapse if the participant has acted fraudulently or dishonestly.
- (xiv) Performance Rights do not carry entitlements to participate in new issues of securities made by the Company, until the participant has validly vested the Performance Rights and become a shareholder of the Company prior to the record date for the new issue.
- (xv) In any reorganisation of the Company's issued capital, the number of Performance Rights may be adjusted to the extent necessary to comply with the Listing Rules applying to a reorganisation of capital.
- (xvi) The Board may determine that any Performance Rights will become vested and may be vested in any period, whether or not any or all applicable vesting conditions have been satisfied, including if there is a change of control of or takeover of the Company.
- (xvii) Subject to paragraph (vii), a Performance Right may only be vested if:
 - a. at the time of vesting:
 - i. the Tenure Period has commenced;
 - ii. the Performance Right has not lapsed; and
 - iii. the relevant vesting condition (if any) has been satisfied or waived; and
 - b. where the participant is an individual, the participant is not bankrupt and has not committed an act of bankruptcy and where the participant is deceased, the Participant's estate is not bankrupt.
- (xviii) If there is a successful takeover in relation to the Company or a Related Entity prior to the vesting of all the Performance Rights:

- a. on or prior to the expiry of the Tenure Period, then on the date that the Successful Takeover occurs, for the right to every Performance Right that has not vested, one Share will be issued; and
- b. provided however, if the number of Shares to be issued as a result of the Performance Rights due to a Successful Takeover in relation to the Company or a Related Entity is in excess of 10% of the total fully diluted share capital of the Company at the time of the issue, then the number of Shares to be issued in respect of the Performance Rights will be prorated so that the aggregate number of Shares issued for all Performance Rights that remain unissued is equal to 10% of the entire fully diluted share capital of the Company.

Schedule 3 – Pro Forma Balance Sheet

PRO FORMA STATEMENT OF FINANCIAL POSITION

Notes to Pro Forma Statement of Financial Position

This section contains the Pro Forma Statement of Financial Position for the Company as a Merged Group with Albion 3D and ROBO 3D (**Merged Group**), reflecting the combined business of the Merged Group. The Pro Forma Statement of Financial Position is presented to provide Shareholders with an indication of the Merged Group's consolidated financial position as if the Proposed Transaction had been implemented on 30 June 2016.

The Merged Group Pro Forma Statement of Financial Position is indicative only and does not illustrate the financial position that may be contained in future Merged Group financial statements when the Proposed Transaction is implemented.

Basis of Preparation

The Pro Forma Statement of Financial Position is provided for illustrative purposes and is prepared in accordance with the recognition and measurements requirement of the Australian Accounting Standards (including Australian Accounting Interpretations (**AAS**)) adopted by the Australian Accounting Standards Board (AASB) and the Corporations Act 2001, on the assumption that the Proposed Transaction occurred on 30 June 2016. The financial information also complies with the recognition and measurement requirements of International Financial Reporting Standards and interpretations issued by the International Accounting Standards Board.

The Merged Group Pro Forma Statement of Financial Position is based on:

1. The Company's reviewed historical statement of financial position as at 30 June 2016;
2. Albion 3D's audited historical statement of financial position as at 30 June 2016; and
3. ROBO 3D's audited historical statement of financial position as at 30 June 2016,

adjusted for certain pro forma adjustments described below.

The Pro Forma Statement of Financial Position is presented in an abbreviated form insofar as it does not contain all of the disclosures, statements or comparative information as required by Australian Accounting Standards applicable to annual financial reports usually provided in an annual report prepared in accordance with the Corporations Act.

The Company is the legal acquirer and will be the reporting entity of the Merged Group. The accounting policies of the Merged Group used in compilation of the Pro Forma Statement of Financial Position are based on those of the Company. A summary of the significant accounting policies of the Company is disclosed in the audited financial statements of the Company for the year ended 30 June 2016, available on ASX's website at www.asx.com.au.

Upon completion of the Proposed Transaction, the business purpose of the Company will have changed to that of the Merged Group resulting in the need to consider and/or adopt new accounting policies.

No adjustments have been made in the Pro Forma Statement of Financial Position for any expected synergies or integration costs following completion of the Proposed Transaction. Nor have any adjustments been made in the Pro Forma Statement of Financial Position for any one-off or non-recurring costs, other than those set out in the pro forma adjustments.

The presentation currency of the Company is Australian dollars. The US Dollar amounts have been translated at the rate of 1.35 being the spot rate as at 30 June 2016.

Merged Group Pro Forma Historical Statement of Financial Position

Amount in AUD	Albion 3D Audited	Robo 3D Audited	Pro forma adjustments	Albion 3D Pro forma	Falcon Audited	Transaction adjustments	Robo 3D Technologies Ltd Pro forma After Offer	
	30-Jun-16	30-Jun-16			30-Jun-16		Minimum	Maximum
Current assets								
Cash and cash equivalents	100	50,182	1,346,620	1,396,902	310,424	-	5,211,801	7,086,601
Trade and other receivables	47,330	670,594	(47,330)	670,594	179,074	-	849,668	849,668
Inventories	-	924,632	-	924,632	-	-	924,632	924,632
Other assets - Prepayments	-	53,323	-	53,323	12,629	-	65,952	65,952
	47,430	1,698,731	1,299,290	3,045,451	502,127	-	7,052,053	8,926,853
Non current assets								
Investments	2,020,260	-	(2,020,260)	-	-	-	-	-
Intangible assets	3,164	257,412	5,952,532	6,213,108	-	-	6,213,108	6,213,108
Plant and equipment	-	225,805	-	225,805	5,222	-	231,027	231,027
Deferred tax asset	-	-	-	-	-	-	148,658	186,218
Other financial assets	-	-	-	-	502,500	(500,000)	2,500	2,500
	2,023,424	483,217	3,932,272	6,438,913	507,722	(500,000)	6,595,293	6,632,853
Total assets	2,070,854	2,181,949	5,231,562	9,484,365	1,009,849	(500,000)	13,647,346	15,559,706
Current liabilities								
Trade and other payables	(331,564)	(1,723,396)	47,330	(2,007,630)	(19,185)	250,000	(1,776,815)	(1,776,815)
Loans	(2,122,225)	(2,019,930)	673,310	(3,468,845)	-	3,468,845	-	-
Deferred revenue	-	(27,810)	-	(27,810)	-	-	(27,810)	(27,810)
Provisions	-	-	-	-	(16,330)	-	(16,330)	(16,330)
	(2,453,789)	(3,771,137)	720,640	(5,504,286)	(35,515)	3,718,845	(1,820,956)	(1,820,956)
Total liabilities	(2,453,789)	(3,771,137)	720,640	(5,504,286)	(35,515)	3,718,845	(1,820,956)	(1,820,956)
Net assets	(382,935)	(1,589,188)	5,952,202	3,980,079	974,334	3,218,845	11,826,390	13,738,750
Equity								
Issued capital	100	530,576	3,832,438	4,363,114	21,201,646	(14,354,013)	14,942,238	16,854,528
Reserves	-	-	-	-	237,090	(237,090)	-	-
Accumulated losses	(383,035)	(2,119,764)	2,119,764	(383,035)	(20,464,402)	17,809,948	(3,115,847)	(3,115,777)
Total Equity	(382,935)	(1,589,188)	5,952,202	3,980,079	974,334	3,218,845	11,826,390	13,738,750

Pro Forma Adjustments

The pro forma adjustments are intended to reflect the acquisition of ROBO 3D by Albion 3D and the Albion 3D Pro forma balances represent the consolidated pro forma position of Albion and ROBO 3D. These adjustments primarily include:

- The additional investment of US\$0.85 million by Albion 3D in secured convertible loan notes issued by ROBO 3D subsequent to 30 June 2016.
- Consolidation entries to reflect the acquisition of ROBO 3D by Albion 3D (including intercompany eliminations, conversion of secured convertible loan notes into equity and recognition of goodwill on acquisition).

Transaction Adjustments

These adjustments are intended to reflect the acquisition of Albion 3D (consolidated) by Falcon and primarily include:

- Elimination of the \$250,000 non-refundable deposit and unsecured loan of \$250,000 provided by Falcon to Albion 3D as a result of the completion of the Proposed Transaction.
- Conversion of all loans provided by seed financiers to Albion 3D (except the \$250,000 deposit and the \$250,000 loan from Falcon) into new shares in the Company.
- Adjustments to account for the acquisition of Albion 3D by Falcon as a reverse acquisition, whereby Albion 3D is deemed to be the acquirer for accounting purposes. These result in the elimination of the equity balances of Falcon, and the recognition of a listing expense calculated as the difference between the net assets of Falcon acquired and the value of the shares deemed to have been issued to existing Falcon shareholders in exchange for the Falcon net assets.

ROBO 3D Technologies – Pro forma balances

These adjustments reflect the impact of the capital raising under the minimum and maximum scenarios as explained below:

- The pro forma statement of financial position of ROBO 3D Technologies assumes a minimum of \$4.0 million is raised (before costs) through the issue of shares at a price of \$0.10 each under the Capital Raising. Costs of the Offer are expected to be approximately \$0.5 million therefore net of costs, the Company will receive \$3.5 million cash following the minimum subscription of the Capital Raising.
- The pro forma statement of financial position of ROBO 3D Technologies assumes a maximum of \$6.0 million is raised (before costs) through the issue of shares at a price of \$0.10 each under the Capital Raising. Costs of the Offer are expected to be approximately \$0.6 million therefore net of costs, the Company will receive \$5.4 million cash following the maximum subscription of the Capital Raising.
- It is assumed that Offer Costs are deductible to the Company for tax purposes over five years, resulting in a deferred tax asset of \$0.1 million and \$0.2 million under the minimum and maximum capital raising scenarios respectively.

Schedule 4 – Risks

Change in Nature of Activities

Shareholders should be aware that if the Resolutions are approved, the Company will be changing the nature and scale of its activities which will, because of its nature, be subject to various risk factors. These risks are both specific to the industry in which the Company operates and also relate to the general business and economic environment in which the Company will operate. An investment in the Company is not risk free and prospective new investors along with existing Shareholders should consider the risk factors described below, together with information contained elsewhere in this Notice of Meeting. The following is not intended to be an exhaustive list of the risk factors to which the Company will be exposed to as a result of the Acquisition and changing the nature and scale of its activities.

Based on the information available, the principal risks facing the Company upon completion of the Acquisition will be as follows:

(a) Commercialisation Risk

ROBO 3D is now in the process of commercialising its products, and will look to do this by commercialising and integrating its 3D printing technology into traditional bricks and mortar retail and online channels. There is a risk that ROBO 3D will not be able to successfully commercialise its 3D products by being unable to attract sufficient sales volume via these retail distribution customers.

(b) Competition and new technologies

The industry in which ROBO 3D is involved is subject to increasing domestic and global competition which is fast-paced and fast-changing. While ROBO 3D will undertake all reasonable due diligence in its business decisions and operations, ROBO 3D will have no influence or control over the activities or actions of its competitors, whose activities or actions may positively, or negatively affect the operating and financial performance of ROBO 3D's business. For instance, FDM printing technology underpins ROBO 3D's printer models, however competing technologies including but not limited to SLA, DLP and SLS could overtake the advancements made by ROBO 3D's products. In that case, ROBO 3D's revenues and profitability could be adversely affected. Due to the differences in the capabilities of the different printing technologies, it may be that no single technology will become dominant in the market.

(c) Scalability of 3D printer production

3D printing is limited in its scalability, which limits its application in some industries and it is a limitation inherent to the technology. Speed of production will only come from improvements in printing materials and increases in the speed of printers.

(d) Competitive marketplace

Competition in the 3D printing consumer/desktop segment space is dominated by several large businesses, with a growing number of newer market entrants. Newer entrants seek to gain market share via crowd funding campaigns, aggressive pricing strategies and focused digital marketing strategies.

(e) Research and collaboration agreements

ROBO 3D is likely to require the use of both internal and external expertise to improve, upgrade and refine the user experience for 3D printer users. The Company will need to carefully manage

the issue of background intellectual property rights and any sharing of intellectual property as a result of R&D collaborations.

(f) Special reputational risks

ROBO 3D operates in a fast-changing environment, and negative publicity can spread quickly, whether true or false. Negative comments by disgruntled customers about ROBO 3D may have a disproportionate effect on ROBO 3D's reputation and its ability to earn revenues and profits. Additionally, complaints by such customers can lead to additional regulatory scrutiny and a consequential increase compliance burden in responding to regulatory inquiries. This could negatively impact on ROBO 3D's profitability.

(g) Limited Trading History

The business of ROBO 3D is yet to be fully commercialised and the bulk of its revenues to-date have been as a result of a successful crowdfunding campaign to launch the company, important revenue traction with online sales including Amazon, as well as trial/pilot programs with traditional brick and mortar retailers. There is greater uncertainty in relation to the business of ROBO 3D and investors should consider ROBO 3D's prospects in light of its limited financial history. In addition, there is no guarantee that ROBO 3D will be able to successfully commercialise its products and if it is unable to do so, it will not be able to realise significant revenues in the future.

(h) Reliance on key personnel

The recent development of the business of ROBO 3D has been in large part due to the talent, effort, experience and leadership of its senior management team, in particular the leadership of ROBO 3D senior management. Although ROBO 3D has entered into service contracts with Messrs Moreno and Kabili, there is no assurance that such contracts will not be terminated or will be renewed on the expiry of their term. In addition, there is no assurance that employment contracts for Messrs Moreno and Kabili will be renewed. If such contracts were terminated or breached, or if the relevant employees were no longer to continue in their current roles, ROBO 3D would need to employ alternative staff, and ROBO 3D's operations and business could be adversely affected.

(i) Customer service risk

Customers may need to engage with ROBO 3D's customer service personnel in certain circumstances. For instance, if a customer has a question about the services or products provided by ROBO 3D, or if there is a dispute between a customer and ROBO 3D. ROBO 3D needs to recruit and retain staff with interpersonal skills sufficient to respond appropriately to customer services requests. Poor customer service experiences may result in the loss of customers. If ROBO 3D loses key customer service personnel, or fails to provide adequate training and resources for customer service personnel, this could lead to adverse publicity, litigation, regulatory inquiries and/or a decrease in customers, all of which may negatively impact on ROBO 3D's revenue.

(j) Risks associated with the regulatory environment

ROBO 3D's operating entities are based in the USA and are subject to the laws and regulations of the USA. ROBO 3D's operations may become subject to regulatory requirements, such as licensing and reporting obligations, which would increase the costs and resources associated with its regulatory compliance. Any such increase in the costs and resources associated with regulatory compliance, could impact upon ROBO 3D's profitability. In addition, if regulators took the view that ROBO 3D had failed to comply with regulatory requirements, this could lead to enforcement action resulting in public warnings, infringement notices or the imposition of a pecuniary penalty. This could lead to significant reputational damage to ROBO 3D and a consequent impact upon its revenue.

(k) Liquidity and dilution risk

There are currently 259 million shares on issue with approximately 25% of the total Shares on issue following re-quotation of the Company's shares being offered to the public pursuant to a maximum capital raising of \$6,000,000 under the Prospectus (assuming that no Performance Shares convert into new Shares and no Adviser Options are exercised). Upon re-compliance, a significant portion of the Shares on issue will be subject to escrow restrictions imposed by the Listing Rules. Some investors may consider there to be an increased liquidity risk if a large portion of the issued capital of the Company is unable to be traded freely for a period of up to 24 months.

(l) Supplier risk

ROBO 3D currently utilises one contract manufacturer in China for the assembly of its R1+PLUS 3D printer, operating under a non-exclusive manufacturing agreement. If our relationship with this manufacturer were to terminate or our manufacturing arrangements were to be disrupted, our business could be adversely affected. We purchase components and other consumables that are used in our production from third-party suppliers. We currently use only a limited number of suppliers, therefore our reliance on a limited number of vendors involves a number of risks, including:

- potential shortages of some key components or consumables;
- printed material performance or quality shortfalls, if traceable to particular consumables or other components, since the supplier of the faulty consumable or component cannot readily be replaced;
- discontinuation of a consumable or other components on which we rely;
- potential insolvency of these vendors; and
- reduced control over delivery schedules, manufacturing capabilities, quality and costs.

If certain suppliers were to decide to discontinue production, or the supply to us, of a consumable or other component that we use, the unanticipated change in the availability of supplies, or unanticipated supply limitations, could cause delays in, or loss of, sales, increased production or related costs and, consequently, reduced margins, and damage to our reputation. In addition, because we use a limited number of suppliers, increases in the prices charged by our suppliers may have an adverse effect on our results of operations, as we may be unable to find a supplier who can supply us at a lower price. As a result, the loss of a limited source supplier could adversely affect our relationships with our customers and our results of operations and financial condition.

(m) Future capital needs

Further funding may be required by ROBO 3D to support its ongoing activities and operations. There can be no assurance that such funding will be available on satisfactory terms or at all. Any inability to obtain funding will adversely affect the business and financial condition of ROBO 3D and consequently its performance.

(n) Liability claims

ROBO 3D may be exposed to liability claims if its services are provided in fault and/or cause harm to its customers. As a result, ROBO 3D may have to expend significant financial and managerial resources to defend such claims. If a successful claim is made against ROBO 3D, ROBO 3D may be fined or sanctioned and its reputation and brand may be negatively impacted, which could adversely affect its business prospects, financial condition and results of operation.

(o) Insurance coverage

ROBO 3D faces various risks in connection with its business and may lack adequate insurance coverage or may not have the relevant insurance coverage. ROBO 3D maintains insurance coverage for its employees (as required by law in the USA), and general liability insurance up to US\$5,000,000 however ROBO 3D may still incur substantial losses or liabilities if its insurance coverage is unavailable or inadequate to cover such losses or liabilities, which may adversely affect its financial position.

(p) Acquisition and integration risks

We may engage in acquisitions or investments that could disrupt our business, cause dilution to our shareholders and harm our financial condition and results of operations. In connection with these acquisitions or investments, we may:

- issue forms of equity that would dilute our existing shareholders' percentage of ownership;
- incur debt and assume liabilities; and/or
- incur amortisation expenses related to intangible assets or incur large and immediate write-offs.

If we complete an acquisition or investment, we cannot assure you that it will ultimately strengthen our competitive position or that it will be viewed positively by customers, suppliers, employees, financial markets or investors. Furthermore, future acquisitions or investments could pose numerous additional risks to our operations, including:

- problems integrating the purchased business, products, services or technologies;
- challenges in achieving strategic objectives, cost savings and other anticipated benefits;
- increases to our expenses;
- the assumption of significant liabilities that exceed the limitations of any applicable indemnification provisions or the financial resources of any indemnifying party;
- Inability to maintain relationships with key customers, vendors and other business partners of our current or acquired businesses;
- diversion of management's attention from their day-to-day responsibilities;
- difficulty in maintaining controls, procedures and policies during the transition and integration;
- entrance into marketplaces where we have no or limited prior experience and where competitors have stronger marketplace positions;
- potential loss of key employees, particularly those of the acquired entity; and
- historical financial information may no longer be representative or indicative of our results as a combined company.

Alternatively, while certain acquisitions or investments may be of strategic importance for the execution of our business plan, we may not ultimately be able to complete such acquisitions or investments on favourable terms, or at all, which may in turn materially affect our ability to grow or

even cause us to lose market share, and could have a material adverse effect on our business, financial condition and results of operations.

Schedule 5 – Albion 3D Vendors

Entity	Relationship	Pre-Consolidation			Post-Consolidation				
		Current Ordinary Shares Held in the Company	Total Vendor Consideration Shares	Total Shares in Company	Current Ordinary Shares Held in the Company	Total Vendor Consideration Shares	Total Shares in Company	Total Cumulative Shares % interest in the Company (Minimum Subscription)	Total Cumulative Shares % interest in the Company (Maximum Subscription)
Crowd and Company	Vendor/Related	0	97,500,000	97,500,000	0	13,649,727	13,649,727	6.2%	5.7%
Denlin Nominees Pty Ltd	Vendor/Unrelated	0	167,454,092	167,454,092	0	23,443,103	23,443,103	10.7%	9.8%
Illawong Investments Pty Ltd <The Cocks Super Fund No 1>	Unrelated	10,078,221	10,178,571	20,256,792	1,410,922	1,424,971	2,835,893	1.3%	1.2%
KA & SPG Grist Super Fund	Unrelated	0	4,464,285	4,464,285	0	624,987	624,987	0.3%	0.3%
Kcirtap Securities Pty Ltd <The N & P Glovac Family a/c>	Vendor/Related	0	12,500,000	12,500,000	0	1,749,965	1,749,965	0.8%	0.7%
Kempo Capital Pty Ltd	Unrelated	0	4,081,634	4,081,634	0	571,417	571,417	0.3%	0.2%
Locky's Holdings Pty Ltd ATF CAL Super Fund	Unrelated	0	4,464,285	4,464,285	0	624,987	624,987	0.3%	0.3%
Mhor Asset Management Pty Ltd	Unrelated	0	17,857,142	17,857,142	0	2,499,949	2,499,949	1.1%	1.0%
Mounts Bay Investments Pty Ltd <Calver Capital a/c>	Vendor/Unrelated	0	27,699,793	27,699,793	0	3,877,893	3,877,893	1.8%	1.6%
Mr Matthew Hayes ATF Matthew & Simone Trust	Unrelated	0	4,464,285	4,464,285	0	624,987	624,987	0.3%	0.3%
Mr Simon Sands	Unrelated	0	3,571,428	3,571,428	0	499,989	499,989	0.2%	0.2%
Murdoch Capital Pty Ltd <Glovac Superfund a/c>	Vendor/Related	0	15,199,897	15,199,897	0	2,127,942	2,127,942	1.0%	0.9%
Oaktone Nominees Pty Ltd	Vendor/Unrelated	0	82,500,000	82,500,000	0	11,549,769	11,549,769	5.3%	4.8%
RFL Capital Pty Ltd	Vendor/Related	0	75,204,081	75,204,081	0	10,528,368	10,528,368	4.8%	4.4%
S and CJ Pty Ltd ATF < Falcon Gold Super Fund acc >	Unrelated	6,050,000	10,714,285	16,764,285	846,983	1,499,969	2,346,952	1.1%	1.0%
Schammer Pty Ltd <Schammer Family a/c>	Unrelated	0	2,232,142	2,232,142	0	312,493	312,493	0.1%	0.1%
Slam Consulting Pty Ltd <DAR Family a/c>	Unrelated	0	2,678,571	2,678,571	0	374,992	374,992	0.2%	0.2%
Spenceley Management Pty Ltd ATF Spenceley Family Trust	Unrelated	0	25,510,204	25,510,204	0	3,571,357	3,571,357	1.6%	1.5%
Syracuse Capital Pty Ltd <The Rocco Tassone Super a/c>	Vendor/Unrelated	0	23,618,164	23,618,164	0	3,306,476	3,306,476	1.5%	1.4%
Tempo Capital Pty Ltd	Unrelated	0	2,678,571	2,678,571	0	374,992	374,992	0.2%	0.2%
Three Zebras Pty Ltd ATF Judd Family Trust	Unrelated	0	4,464,285	4,464,285	0	624,987	624,987	0.3%	0.3%
Tim Grice ATF The Grice Family Trust	Vendor/Related	0	55,000,000	55,000,000	0	7,699,846	7,699,846	3.5%	3.2%
Tribeca Nominees Pty Ltd	Vendor/Unrelated	0	49,464,285	49,464,285	0	6,924,861	6,924,861	3.2%	2.9%
Total		16,128,221	703,500,000	719,628,221	2,257,905	98,488,027	100,745,932	46.1%	42.3%

¹ Assumes all Shares under the Resolutions in this Notice are issued. However, assumes that no Performance Right Milestones have been achieved, and no Adviser Options are exercised.

Schedule 6 – Proposed Directors' Nominations

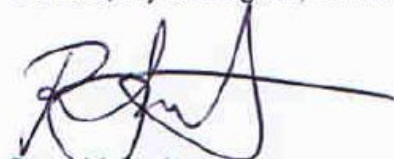
7 October 2016

The Board of Directors
Falcon Minerals Limited
PO Box 8319
Subiaco WA 6008

Dear Sirs,

Nomination of Directors
Falcon Minerals Limited (ACN 009 256 535) (Company)

We, Lucky Jar Superfund, being a member of the Company, hereby nominate Patrick Glovac, Ryan Legudi, Timothy Grice and Braydon Moreno as directors of the Company.



Ronald Smit
Trustee



Julie Smit
Trustee

Schedule 7 – Notice of Intention

5 October 2016

The Directors
Falcon Minerals Ltd
PO Box 8319
SUBIACO EAST WA 6008

Dear Sirs,

Notice of Intention to Remove Stantons International as Auditor and Nomination of BDO Audit (East Coast Partnership) Pty Ltd

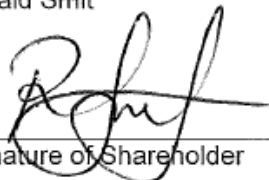
We, Ronald Smit and Julie Smit being shareholders and being trustees of the Lucky Jar Superfund, based on our combined holdings, hereby request that the board of directors of the Company convene a meeting to be held at the first available time, to consider and if thought fit, pass resolutions that:

- (a) Stantons International be removed as auditor of the Company; and
- (b) BDO Audit (East Coast Partnership) Pty Ltd be appointed as the new auditor of the Company.

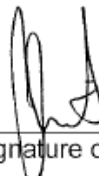
In addition, pursuant to section 328B(1) of the Corporations Act 2001 (Cth), we hereby give notice of the nomination of BDO Audit (East Coast Partnership) Pty Ltd of Level 14, 140 William Street, Melbourne VIC 3000, as auditor of the Company.



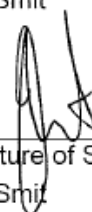
Signature of Trustee – Lucky Jar Superfund
Ronald Smit



Signature of Shareholder
Ronald Smit



Signature of Trustee – Lucky Jar Superfund
Julie Smit



Signature of Shareholder
Julie Smit

Address: 44 Leake Street North Perth WA 6006

Schedule 8 – Terms and Conditions of Adviser Options

1. Entitlement

Each Adviser Option (**Option**) entitles the holder to subscribe for one fully paid ordinary share in the Company (**Share**) upon exercise of the Option.

2. Exercise Price and Expiry Date

The Options have an exercise price set at a 50% premium to the price of the Shares issued under the Capital Raising, being \$0.15, (**Exercise Price**) and an expiry date which is 3 years after the date on which the Options are granted (**Expiry Date**).

3. Exercise Period

The Options are exercisable at any time on or prior to 5:00pm (Perth time) on the Expiry Date.

4. Notice of Exercise

The Options may be exercised by notice in writing to the Company (**Notice of Exercise**) and payment of the Exercise Price for each Option being exercised. Any Notice of Exercise of an Option received by the Company will be deemed to be a notice of the exercise of that Option as at the date of receipt.

5. Shares issued on exercise

Shares issued on exercise of the Options will rank equally with the then shares of the Company.

6. Quotation of Shares on exercise

Application will be made by the Company to ASX for quotation of the Shares issued upon the exercise of the Options.

7. Timing of issue of Shares

Subject to the Company obtaining any necessary shareholder or regulatory approval required for the issue of the underlying Share, after an Option is validly exercised, the Company must, within, 15 Business Days of the notice of exercise and receipt of cleared funds equal to the sum payable on the exercise of the Option:

- (a) issue the Share; and
- (b) do all such acts, matters and things to obtain the grant of official quotation of the Share on ASX no later than 5 Business Days after issuing the Shares.

8. Participation in new issues

There are no participation rights or entitlements inherent in the Options and holders will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Options. However, the Company will give holders of the Options notice of the proposed issue prior to the date for determining entitlements to participate in any such issue.

9. Adjustment for bonus issues of Shares

If the Company makes a bonus issue of Shares or other securities to existing Shareholders (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment):

- (a) the number of Shares which must be issued on the exercise of an Option will be increased by the number of Shares which the Optionholder would have received if the Optionholder had exercised the Option before the record date for the bonus issue; and

- (b) no change will be made to the Exercise Price unless permitted by paragraph 10 below pursuant to ASX Listing Rule 6.22.

10. Adjustment for entitlement issue

If the Company makes an issue of Shares pro rata to existing Shareholders (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment) the Exercise Price of an Option will be reduced according to the following formula:

$$\text{New exercise price} = O - \frac{E[P-(S+D)]}{N+1}$$

O = the old Exercise Price of the Option.

E = the number of underlying Shares into which one Option is exercisable.

P = average market price per Share weighted by reference to volume of the underlying Shares during the 5 trading days ending on the day before the ex rights date or ex entitlements date.

S = the subscription price of a Share under the pro rata issue.

D = the dividend due but not yet paid on the existing underlying Shares (except those to be issued under the pro rata issue).

N = the number of Shares with rights or entitlements that must be held to receive a right to one Share.

11. Adjustments for reorganisation

If there is any reconstruction of the issued share capital of the Company, the rights of the Optionholders may be varied to comply with the Listing Rules which apply to the reconstruction at the time of the reconstruction.

12. Options not quoted

The Company will not apply to ASX for quotation of the Options.

13. Options transferable

The Options are transferable.

14. Lodgement Instructions

Cheques shall be in Australian currency made payable to the Company and crossed "Not Negotiable". The application for shares on exercise of the Options with the appropriate remittance should be lodged at the Company's share registry.

Schedule 9 – Terms of Performance Rights Plan

The material terms of the Performance Rights Plan are as follows:

- (a) Under the Performance Rights Plan (**Plan**), the Board may grant Performance Rights to eligible employees (including Directors) of the Company (or any of its subsidiaries) determined by the Board.
- (b) The Board may determine the number and value of any Performance Rights to be granted under the Plan. Without limiting its discretion, the Board may also determine the exercise price, vesting conditions, exercise conditions, exercise period and any other terms applicable to a particular grant of Performance Rights in an invitation to an eligible employee.
- (c) Performance Rights will not be listed on the ASX. Each Performance Right which has vested and not lapsed or expired entitles the participating employee to one fully paid ordinary share in the Company on exercise. Subject to the terms of grant, the Company will issue new shares.
- (d) The Company must have reasonable grounds to believe that the number of Shares to be received on exercise of the Performance Rights when aggregated with the number of Shares issued or that may be issued as a result of offers made at any time during the previous three years under either (i) an incentive plan under ASIC Class Order 14/1000; or (i) other ASIC exempt arrangement, must not exceed 5% of the total number of issued Shares at the time the offer to acquire Performance Rights is made.
- (e) Without the prior approval of the Board (or as required by law), Performance Rights cannot be transferred, disposed of or be dealt with by a participant.
- (f) Shares to be delivered upon exercise of a Performance Right may be subject to disposal restrictions or forfeiture conditions determined by the Board at the time of grant.
- (g) Unless the exercise period set by the Board expires at an earlier date or the Board determines otherwise in an offer, Performance Rights will:
 - (i) lapse on the date the participant ceases to be employed as a result of resignation, termination for poor performance or termination for cause;
 - (ii) continue until the expiry date in the event that the participant's employment is terminated for any other reason including death, disability, redundancy, retirement or termination by agreement;
 - (iii) continue past the participant ceasing employment, if the Board extends the time during which the Performance Right may be exercised.
- (h) Unexercised Performance Rights will also lapse if in the opinion of the Company, the participant has acted fraudulently or dishonestly.
- (i) Performance Rights do not carry entitlements to participate in new issues of securities made by the Company, until the participant has validly exercised the Performance Rights and become a shareholder of the Company prior to the record date for the new issue. However, subject to the Listing Rules, adjustments may be made to the number of shares to which Performance Rights relate or the exercise price, to take into account changes to the capital structure of the Company that occur by way of pro rata issue or bonus issue respectively.

- (j) In any reorganisation of the Company's issued capital, the number of Performance Rights may be adjusted to the extent necessary to comply with the Listing Rules applying to a reorganization of capital.
- (k) The Board may determine that any Performance Rights will become vested and may be exercised in any period, whether or not any or all applicable exercise conditions have been satisfied, including if there is a change of control of or takeover of the Company.

PROXY FORM

The Secretary
 Falcon Minerals Limited (ACN 009 256 535)
 By Post: PO Box 8319, SUBIACO EAST WA 6008
 By Delivery: Suite 1, 245 Churchill Avenue, SUBIACO WA 6008

By facsimile: +61 8 9382 4637

Name of Shareholder:

Address of Shareholder:

Number of Shares entitled to vote:

Please mark to indicate your directions. Further instructions are provided overleaf.

Proxy appointments will only be valid and accepted by the Company if they are made and received no later than 48 hours before the meeting.

Step 1 – Appoint a Proxy to Vote on Your Behalf

The Chairman of the Meeting (mark box) **OR** if you are **NOT** appointing the Chairman of the meeting as your proxy, please write the name of the person or body corporate (excluding the registered shareholder) you are appointing as your proxy

or failing the person so named or, if no person is named, the Chairman of the Meeting or the Chairman's nominee, to vote in accordance with the following directions or, if no directions have been given, and subject to the relevant laws as the proxy sees fit at the General Meeting to be held at Suite 1, 245 Churchill Avenue, Subiaco, Western Australia on 18 November 2016 commencing at 10 am (WST) and at any adjournment thereof.

Chair authorised to exercise undirected proxies on remuneration related resolutions: The Chair of the Meeting intends to vote all available proxies in favour of Resolutions 1-16. If the Chair of the Meeting is your proxy or is appointed your proxy by default, unless you indicate otherwise by ticking either the 'for', 'against' or 'abstain' box in relation to Resolutions 1-16, you will be authorising the Chair to vote in accordance with the Chair's voting intentions on Resolutions 1-16 even if Resolutions 1-16 are connected directly or indirectly with the remuneration of a member of Key Management Personnel.

The Chair intends to vote undirected proxies in favour of all Resolutions in which the Chair is entitled to vote.

Step 2 – Instruction as to Voting on Resolution

The proxy is to vote for or against the Resolution referred to in the Notice as follows:

	FOR	AGAINST	ABSTAIN
Resolution 1: Change of Nature and Scale of Activities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 2: Consolidation of Capital	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 3: Issue of Shares to Albion 3D Vendors (and/or their nominees) in consideration for the acquisition of Albion 3D	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 4: Issue of Shares to Robo 3D Vendors (and/or their nominees) in consideration for the acquisition of the Existing Robo 3D Shares	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 5: Issue of Performance Rights			
(a) 2,449,951 Performance Rights to Ryan Legudi (and/or his nominee)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) 2,449,951 Performance Rights to Tim Grice (and/or his nominee)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) 2,799,944 Performance Rights to Braydon Moreno (and/or his nominee)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) 2,799,944 Performance Rights to Jacob Kabili (and/or his nominee)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) 3,499,930 Performance Rights to Employees (and/or their nominee)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 6: Issue of Adviser Options	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 7: Capital Raising	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 8: Participation of Current Directors in Capital Raising			
(a) 1,800,000 Shares to Richard Diermajer (and/or his nominee)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) 1,000,000 Shares to Ron Smit (and/or his nominee)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) 100,000 Shares to Ray Musket (and/or his nominee)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 9: Election of Director, Mr Braydon Moreno	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 10: Election of Director, Mr Ryan Legudi	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 11: Election of Director, Mr Timothy Grice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 12: Election of Director, Mr Patrick Glovac	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 13: Change of Company Name	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 14: Removal of Auditor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 15: Appointment of Auditor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Authorised signature/s

This section must be signed in accordance with the instructions overleaf to enable your voting instructions to be implemented.

Individual or Shareholder 1

Shareholder 2

Shareholder 3

Sole Director and Sole Company Secretary

Director

Director/Company Secretary

Contact Name

¹Insert name and address of Shareholder

Contact Daytime Telephone

²Insert name and address of proxy

Date

*Omit if not applicable

Proxy Notes:

Voting Restrictions applying to Key Management Personnel: If you appoint a member of the Key Management Personnel of the Company or one of their closely related parties as your proxy, that person will not be able to cast your votes on the Resolutions unless you direct them how to vote, or the Chair of the Meeting is your proxy. "Key Management Personnel" is defined in the Explanatory Memorandum and includes each of the Directors of the Company, all those executives named in the Remuneration Report, and any other persons who are the Company's Key Management Personnel at the date of the Meeting.

A Shareholder entitled to attend and vote at the Meeting may appoint a natural person as the Shareholder's proxy to attend and vote for the Shareholder at that Meeting. If the Shareholder is entitled to cast 2 or more votes at the Meeting the Shareholder may appoint not more than 2 proxies. Where the Shareholder appoints more than one proxy the Shareholder may specify the proportion or number of votes each proxy is entitled to exercise. If such proportion or number of votes is not specified each proxy may exercise half of the Shareholder's votes. A proxy may, but need not be, a Shareholder of the Company.

If a Shareholder appoints a body corporate as the Shareholder's proxy to attend and vote for the Shareholder at that Meeting, the representative of the body corporate to attend the Meeting must produce the Certificate or Appointment of Representative prior admission. A form of the certificate may be obtained from the Company's share registry.

You must sign this form as follows in the spaces provided:

Joint Holding: where the holding is in more than one name all of the holders must sign.

Power of Attorney: if signed under a Power of Attorney, you must have already lodged it with the registry, or alternatively, attach a certified photocopy, of the Power of Attorney to this Proxy Form when you return it.

Companies: a Director can sign jointly with another Director or Company Secretary. A sole Director who is also a sole Company Secretary can also sign. Please indicated the office held by signing in the appropriate space.

If a representative of the corporation is to attend the Meeting the appropriate "Certificate of Appointment of Representative" should be produced prior to admission. A form of the certificate may be obtained from the Company's Share Registry.

Proxy Forms (and the power of attorney or other authority, if any, under which the Proxy Form is signed) or a copy or facsimile which appears on its face to be an authentic copy of the Proxy Form (and the power of attorney or other authority) must be deposited at or received at PO Box 8319 Subiaco East, Western Australia 6008 or by facsimile on 08 9382 4637 if faxed from within Australia or +61 8 9382 4637 if faxed from outside Australia not less than 48 hours prior to the time of commencement of the Meeting (WST).