

Form 603

Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme Liquefied Natural Gas Limited (LNG)

ACN/ARSN 101 676 779

1. Details of substantial holder (1)

Name Mulliner Investment Limited (Subscriber) and the parties listed in Annexure A

ACN/ARSN (if applicable) _____

The holder became a substantial holder on 13/06/2018

2. Details of voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Ordinary shares	56,444,500	56,444,500	9.9%

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
See Annexure A	Relevant interest in 56,444,500 ordinary shares pursuant to section 608 of the <i>Corporations Act 2001</i> (Cth) (the Act), resulting from the acquisition of fully paid ordinary shares pursuant to a subscription agreement between IDG Energy Investment Group Limited (IDG) and LNG dated 2 June 2018, a copy of which is annexed as Annexure B (Subscription Agreement), and a deed of accession between IDG, LNG and the Subscriber (Accession Deed), a copy of which is annexed as Annexure C. The Subscriber and IDG have qualifications on the right to dispose of the shares as set out in the Subscription Agreement.	56,444,500 fully paid ordinary shares

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Subscriber	Subscriber	Subscriber	56,444,500 ordinary shares

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-Cash	

Subscriber	13 JUNE 2018	A\$28,222,250.00	56,444,500 ordinary shares
------------	--------------	------------------	----------------------------

6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
IDG Energy Investment Group Limited, Titan Gas Technology Investment Limited, Titan Gas Technology Holdings Limited, Standard Gas Capital Limited, IDG-Accel China Capital II L.P., IDG-Accel China Capital II Investors L.P., Blazing Success Limited	Related bodies corporate by virtue of section 12(2)(a) of the Corporations Act
Wang Jingbo, Kingsbury International Holdings Co., Ltd	Persons with whom Standard Gas Capital Limited has entered in a relevant agreement for the purposes of controlling or influencing the composition of IDG board or the conduct of IDG's affairs pursuant to section 12(2)(b) of the Corporations Act. Persons with whom Standard Gas Capital Limited is acting, or proposes to act, in concert in relation to IDG's affairs pursuant to section 12(2)(c) of the Corporations Act.
See Annexure A for further details of the associates of the substantial holder.	

7. Addresses

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

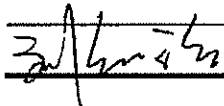
Name	Address
See Annexure A	See Annexure A

Signature

print name **ZHIHAI LIU**

capacity **Director**

sign here



date 14 / 06 / 2018

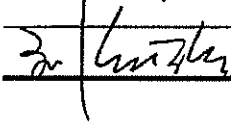
DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
 - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg if the relevant interest arises because of an option) write "unknown".
- (9) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

ANNEXURE "A"

This is Annexure "A" of 2 pages referred to in Form 603 (Notice of initial substantial holder) signed by me and dated 14 June 2018.

print name **ZHIHAI LIU** capacity **Director**
 sign here  date **14 / 06 / 2018**

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities	Address
The Subscriber	Relevant interest in the ordinary shares under section 608(1)(a) as a result of being the registered holder of the shares. The Subscriber and IDG have qualifications on the right to dispose of the shares as set out in the Subscription Agreement and Accession Deed.	56,444,500 ordinary shares	Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands
IDG Energy Investment Group Limited (IDG) and its subsidiaries	Relevant interest in the ordinary shares pursuant to section 608(3)(b) of the Corporations Act as Subscriber is a wholly-owned subsidiary of IDG Energy Investment Group Limited.	56,444,500 ordinary shares	Clarendon House, 2 Church Street, Hamilton HM 11, Bermuda
Titan Gas Technology Investment Limited (TGTIL) and its subsidiaries	Relevant interest in the ordinary shares pursuant to section 608(3)(b) of the Corporations Act as the entity controls IDG and pursuant to section 608(3)(a) of the Corporations Act as the entity has a voting power of more than 20% in IDG.	56,444,500 ordinary shares	OMC Chambers, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands
Titan Gas Technology Holdings Limited (TGTHL) and its subsidiaries	Relevant interest in the ordinary shares pursuant to section 608(3)(b) of the Corporations Act as the entity controls TGTIL and pursuant to section 608(3)(a) of the Corporations Act as the entity has a voting power of more than 20% in TGTIL.	56,444,500 ordinary shares	OMC Chambers, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands
Standard Gas Capital Limited (SGCL) and its subsidiaries	Relevant interest in the ordinary shares pursuant to section 608(3)(a) of the Corporations Act as the entity has a voting power of more than 20% in TGTHL and is an associate of Wang Jingbo and Kingsbury.	56,444,500 ordinary shares	OMC Chambers, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands
IDG-Accel China Capital II L.P. and IDG-Accel China Capital II Investors L.P. (IDG Funds)	Relevant interest in the ordinary shares pursuant to section 608(3)(a) of the Corporations Act as the entity has a voting power of more than 20% in TGTHL.	56,444,500 ordinary shares	190 Elgin Avenue, George Town, Grand Cayman KY1-9005, Cayman Islands
Blazing Success Limited (BSL) and its subsidiaries	Relevant interest in the ordinary shares pursuant to section 608(3)(b) of the Corporations Act as the entity controls SGCL.	56,444,500 ordinary shares	OMC Chambers, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands
Lee Khay Kok	Relevant interest in the ordinary shares pursuant to section 608(3)(b) of the Corporations Act as the person controls BSL.	56,444,500 ordinary shares	Room D1002, Tian'an Hao Yuan No. 17 Chaoyang West Road Chaoyang District Beijing PRC
Wang Jingbo (Wang) and bodies corporate controlled by Wang	Relevant interest in the ordinary shares pursuant to section 608(1)(a) and (b) of the Corporations Act and an acting in concert arrangement with SGCL and Kingsbury with a casting vote and final decision making power in the event that consensus between SGCL, Kingsbury and Wang Jingbo cannot be reached. Relevant interest in the ordinary shares pursuant to section 608(1)(c) of the Corporations Act by virtue of a power of	56,444,500 ordinary shares	Room 2708, Tower B, Global Trade Center, Dongcheng District, Beijing, China

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities	Address
	attorney granted by BSL to directors of SGCL. The directors of SGCL are Wang, Shong and Lin.		
Shong Hugo (Shong)	Relevant interest in the ordinary shares under section 608(3)(b) of the Corporations Act as the person controls BSL. Relevant interest in the ordinary shares pursuant to section 608(1)(c) of the Corporations Act by virtue of a power of attorney granted by BSL to directors of SGCL. The directors of SGCL are Wang, Shong and Lin.	56,444,500 ordinary shares	Room 616, Tower A, COFCO Plaza, 8 Jianguomennei Dajie, Beijing, 100005, China
Lin Dongliang (Lin)	Relevant interest in the ordinary shares pursuant to section 608(1)(c) of the Corporations Act by virtue of a power of attorney granted by BSL to directors of SGCL. The directors of SGCL are Wang, Shong and Lin.	56,444,500 ordinary shares	Room 616, Tower A, COFCO Plaza, 8 Jianguomennei Dajie, Beijing, 100005, China
Kingsbury International Holdings Co., Ltd (Kingsbury) and its subsidiaries	Associate of SGCL and Wang under an acting in concert arrangement.	56,444,500 ordinary shares	中国贵州省贵阳市观山湖区中天路3号201办公中心 (No.201, Office Centre, No.3 Zhonglian Road, Guanshan Lake District, Guiyang City, Guizhou Province, China)
Foxconn Technology Co., Ltd	Relevant interest in the ordinary shares pursuant to section 608(3)(a) of the Corporations Act as the entity has a voting power of more than 20% in IDG.	56,444,500 ordinary shares	No. 66-1, Zhong Shan Rd., Tucheng District, New Taipei City, Taiwan (新北市土城區中山路66-1號)

Annexure B - Subscription Agreement

This is Annexure "B" of 51 pages referred to in Form 603 (Notice of initial substantial holder) signed by me and dated 14 June 2018.

print name

ZHIHAI LIU

capacity

Director

sign here



date 14 / 06 / 2018

Liquefied Natural Gas Limited
IDG Energy Investment Group Limited

Subscription Agreement

JOHNSON WINTER & SLATTERY
L A W Y E R S

Level 4, 167 St Georges Terrace
PERTH WA 6000
T +61 8 6216 7222 | F +61 8 6216 7200
www.jws.com.au
SYDNEY | PERTH | MELBOURNE | BRISBANE | ADELAIDE
Liability limited by a scheme approved under Professional Standards Legislation

Contents

1	INTERPRETATION	1
1.1	Definitions	1
1.2	References to certain general terms	6
1.3	Headings	7
2	SUBSCRIPTION	7
2.1	Issue and subscription	7
2.2	Nomination	7
3	COMPLETION	8
3.1	Time of Completion	8
3.2	Board meeting of the Company	8
3.3	Subscriber's obligations at Completion	8
3.4	Company's obligations at Completion	8
3.5	Company's obligations after Completion	9
3.6	Subscriber's obligations after Completion	9
3.7	Simultaneous actions at Completion	9
3.8	Further undertaking by the Company	10
4	ESCROW RESTRICTIONS ON SUBSCRIPTION SHARES	10
4.1	Restrictions	10
4.2	Exceptions	10
4.3	Holding Lock	11
4.4	Certain rights not restricted	11
5	TOP UP RIGHT	11
5.1	Top Up Right	11
5.2	Offer	12
5.3	Conditions	12
5.4	ASX Listing Rule 6.18	13
5.5	Exempted events	13
6	FURTHER INCREASE OF SHAREHOLDING BY THE SUBSCRIBER	13
6.1	Current intention	13
6.2	Indemnity	14
7	WARRANTIES	14
7.1	Accuracy	14
7.2	Separate Warranties	14
7.3	Company's disclaimer	14
7.4	Notification to the Subscriber	14
7.5	Warranty threshold	14
7.6	Warranty cap	15
7.7	Time limit on claims	15
7.8	Consequential loss	15
7.9	Qualifications	15
8	SUBSCRIBER'S WARRANTIES	15
8.1	General	15
8.2	FIRB Warranty	16
8.3	Purchase Restrictions	16
9	SUBSCRIBER'S ACKNOWLEDGEMENT	16
10	COMPANY'S ACKNOWLEDGEMENT	17
11	Termination	17

11.1	Termination of agreement	17	
11.2	Effect of termination	18	
11.3	Survival of termination	18	
12	CONFIDENTIALITY	18	
12.1	Disclosure of Confidential Information	18	
12.2	Use of Confidential Information	18	
12.3	Excluded Information	18	
12.4	No dealing in Company securities	18	
12.5	Survival of termination	19	
13	ANNOUNCEMENTS	19	
13.1	Public announcements	19	
13.2	Public announcements required by law		19
14	COSTS AND DUTY	19	
14.1	Costs and expenses	19	
14.2	Transfer duty	19	
15	GOODS AND SERVICES TAX	19	
15.1	Consideration does not include GST	19	
15.2	Gross up of consideration	19	
15.3	Reimbursements	20	
15.4	Tax invoices	20	
15.5	Adjustments	20	
15.6	Interpretation	20	
16	NOTICES	20	
16.1	How to give notices	20	
16.2	Time of receipt	20	
17	MISCELLANEOUS	21	
17.1	Discretion in exercising rights		21
17.2	Partial exercising of rights	21	
17.3	No liability for loss	21	
17.4	Approvals and consents	21	
17.5	Conflict of interest	21	
17.6	Remedies cumulative	21	
17.7	Rights and obligations are unaffected	22	
17.8	Variation and waiver	22	
17.9	No merger	22	
17.10	Indemnities	22	
17.11	Further steps	22	
17.12	Time of the essence		22
17.13	Entire agreement	22	
17.14	Construction	22	
17.15	Governing law	22	
17.16	Counterparts	22	

Subscription Agreement

Date 2 June 2018

Parties

- 1 Liquefied Natural Gas Limited (ABN 19 101 676 779) (Company)**
Address: 45 Ventnor Avenue, West Perth WA 6005
Email: kdoris@lnglimited.com
Contact: Kinga Doris, General Counsel & Joint Company Secretary
- 2 IDG Energy Investment Group Limited (Subscriber)**
Address: Clarendon House 2 Church Street Hamilton HM 11 Bermuda
Email: xiang_hao@idgcapital.com
Contact: Xiang Hao

Recitals

- A** The Company is a public company listed on ASX and its share capital at the date of this agreement is as set out in Schedule 3.
- B** The Company has agreed to issue the Subscription Shares to the Subscriber and the Subscriber has agreed to subscribe for the Subscription Shares and pay the Subscription Price to the Company, on the terms of this agreement.

Operative part

1 INTERPRETATION

1.1 Definitions

These meanings apply unless the contrary intention appears:

Affiliate means with respect to any person or entity, any other person or entity that controls, is controlled by or is under common control with the specified person or entity. As used in this definition, the term 'control' means:

- (a) direct or indirect control of at least fifty percent (50%) of the voting stock or equity of an entity; or
- (b) in the absence of ownership of at least fifty percent (50%) of the voting stock or equity of the entity, or in the case of a non-corporate entity or person, possession of, directly or indirectly, the power to direct or cause the direction of the management and policies of such person or entity.

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited ABN 98 008 624 691 and, where the context permits, the Australian Securities Exchange operated by that entity.

ASX Listing Rules means the listing rules of ASX.

ASX Settlement Operating Rules means the operating rules of the settlement facility provided by ASX Settlement Pty Limited.

ASX Waiver has the meaning given to that term in clause 5.4.

Board means the board of directors of the Company.

Business Day means a day which is a "business day" under the ASX Listing Rules.

Claim means any allegation, debt, cause of action, Liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent, whether at law, in equity, under statute or otherwise.

Completion means the completion of the issue of the Subscription Shares in accordance with this agreement and **Complete** has a corresponding meaning.

Completion Date means the date falling 10 Business Days after the date of this agreement, or any other date agreed by the Company and the Subscriber.

Confidential Information means all Information exchanged between the parties before, on or after the date of this agreement including:

- (a) information which, either orally or in writing is designated or indicated as being the proprietary or confidential information of a party or any of its Related Entities;
- (b) information derived or produced partly or wholly from the Information including any calculation, conclusion, summary or computer modelling; and
- (c) trade secrets or information which is capable of protection at law or equity as confidential information,

whether the Information was disclosed:

- (d) orally, in writing or in electronic or machine readable form;
- (e) before, on or after the date of this agreement;
- (f) as a result of discussions between the parties concerning or arising out of the subscription for the Subscription Shares; or
- (g) by a party or any of its Representatives, any of its Related Entities, any Representatives of its Related Entities or by any third person,

and includes the Disclosure Materials.

Constitution means the constitution of the Company.

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

Dealing means, in respect of a Subscription Share, to:

- (a) Dispose of, or agree or offer to Dispose of, that Subscription Share or any legal, beneficial or economic interest in that Subscription Share; or
- (b) do, or omit to do, any act if the act or omission would have the effect of transferring, directly or indirectly, effective ownership or control of that Subscription Share or any legal, beneficial or economic interest in that Subscription Share or represent an agreement to do any of those things,

and **Deal** has a corresponding meaning.

Disclosure Materials means the documents contained (as at 5:00pm (Perth time) on 1 June 2018) in the electronic data room established by the Company for the purpose of the

transaction contemplated in this agreement, to which the Subscriber and its advisers have had access, the index for which is set out in Schedule 4.

Dispose or Disposal means to:

- (a) sell, assign, transfer, convert, surrender, cancel, convey, make a gift of or otherwise dispose of any Equity Security or any interest in any Equity Security (including a Relevant Interest);
- (b) declare a trust over any Equity Security or any interest in any Equity Security;
- (c) grant an option in respect of any Equity Security or any interest in any Equity Security;
- (d) use an Equity Security as collateral or grant any security interest in respect of an Equity Security;
- (e) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of any Equity Security; or
- (f) agree or offer to do any of those things.

Due Diligence means the enquiries and investigations into the Company carried out by the Subscriber and its Representatives.

EPC Contract means the Lump Sum Turnkey Agreement for the Engineering, Procurement and Construction of the Magnolia LNG Project dated 13 November, 2015 between Magnolia LNG, LLC and KSJV LLC, as amended from time to time.

Equity Security has the meaning given to that term in the ASX Listing Rules.

Escrow Period means the period from Completion until 5.00pm (Perth time) on the date that is 180 days after the Completion Date.

Excluded Information means Confidential Information which:

- (a) the Company discloses to ASX following Completion;
- (b) is in or becomes part of the public domain other than through breach of this agreement or an obligation of confidence owed to a party or any Related Entity of a party;
- (c) the party receiving the Confidential Information can prove by contemporaneous written documentation was already known to it at the time of disclosure by a party or its Related Entities or Representatives (unless such knowledge arose from disclosure of information in breach of an obligation of confidentiality); or
- (d) the party receiving the Confidential Information acquires from a source other than the party disclosing the Confidential Information or any Related Entity or Representative of that party where such source is entitled to disclose it.

Freehold Properties means the Land Lots PID 75189415 ("Project Lot"), PID 75189423 ("Water Lot") and PID 75215012 ("Buffer Lot") in the County of Richmond, in the Province of Nova Scotia Canada.

Group Company means the Company and its Subsidiaries, each one of them a Group Company.

Governmental Agency means any government and any governmental body, whether:

- (a) legislative, judicial or administrative;
- (b) a department, commission, authority, instrumentality, tribunal, agency or entity; or
- (c) commonwealth, state, territorial or local,

and includes a stock exchange on which a party is listed and any self-regulatory organisation established under any law but excludes a governmental body in respect of any service or trading functions as distinct from regulatory or fiscal functions.

Holding Lock has the meaning given to that term in the ASX Settlement Operating Rules.

Incentive Rights Plan means the Company's Incentive Rights Plan for Employees as summarised in Schedule 2 of the Company's Notice of Annual General Meeting dated 4 October 2017.

Incentive Rights means Rights issued or to be issued pursuant to the Incentive Rights Plan and includes both performance rights and retention rights.

Information means all information, regardless of its material form, relating to or developed in connection with:

- (a) the business, technology or other affairs of a party or any Related Entity of a party; or
- (b) any systems, technology, ideas, concepts, know-how, techniques, designs, specifications, blueprints, tracings, diagrams, models, functions, capabilities and designs (including computer software, manufacturing processes or other information embodied in drawings or specifications), intellectual property or any other information which is marked "confidential" or is otherwise indicated to be subject to an obligation of confidence owned or used by or licensed to a party or a Related Entity of a party.

A person is **Insolvent** if:

- (a) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act); or
- (b) it has had a Controller (as defined in the Corporations Act) appointed or is in liquidation, in provisional liquidation, under administration or wound up or has had a Receiver (as defined in the Corporations Act) appointed to any part of its property; or
- (c) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the other parties to this agreement); or
- (d) an application or order has been made (and in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of (a), (b) or (c) above; or
- (e) it is taken (under section 459F(1) of the Corporations Act) to have failed to comply with a statutory demand; or
- (f) it is the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act (or it makes a statement from which another party to this agreement reasonably deduces it is so subject); or

- (g) it is otherwise unable to pay its debts when they fall due; or
- (h) something having a substantially similar effect to (a) to (g) happens in connection with that person under the law of any jurisdiction.

Leasehold Properties means the properties leased under the Property Leases:

- (a) that certain tract or parcel of land lying in the Northwest Quarter (NW/4) of Section 16 and the Northeast quarter (NE/4) of Section 17, all in township 11 South Range 9 West, Calcasieu Parish, Louisiana; and
- (b) that certain tract or parcel of land lying in the Northwest Quarter (NW/4) of Section 16, Township 11 South Range 9 West, Calcasieu Parish, Louisiana.

Liability means any liability or obligation (whether actual, contingent or prospective) including for any Loss irrespective of when the acts, events or things giving rise to the liability occurred.

LNG Share means a fully paid ordinary share in the Company.

Loss means all damage, loss, cost, and expense (including legal costs and expenses) of whatsoever nature or description.

Material Adverse Change means any event, change, effect, circumstance, condition, development or occurrence, individually or in aggregate, causing, resulting in, or having (or with the passage of time likely to cause, result in or have) a Material Adverse Effect.

Material Adverse Effect means a material adverse effect on:

- (a) the assets, liabilities, prospects, results of operations, financial condition or business of the Group Companies as a whole; or
- (b) the ability of the Company to perform its material obligations under this agreement, other than one which has been fairly disclosed:
 - (a) in the Disclosure Materials; or
 - (b) in any ASX announcement made before the date of this agreement.

Mayflower means Mayflower LNG Pty. Ltd.

NED Right means a right issued or to be issued by the Company pursuant to the NED Rights Plan.

NED Rights Plan means the Company's Non-Executive Directors Rights Plan as summarised in Schedule 3 of the Company's Notice of Annual General Meeting dated 4 October 2017.

Nominee has the meaning given in clause 2.2(a).

Official Quotation means quotation by ASX.

Plan means the Incentive Rights Plan and the NED Rights Plan or any future plan or scheme approved by the Board pursuant to which shares or other securities (including rights or options) are or may be issued, transferred, offered, exercised, purchased, appropriated, modified or granted to, or for the benefit of, current, former or prospective employees, directors (including a non-executive director or the personal service company of any such person) or contractors of the Company, its Subsidiaries and/or Affiliated companies, or spouses or persons related to such employees or former or prospective employees or eligible participants of such scheme or to a trustee or trustees to be held for the benefit of any such person.

Properties means the Leasehold Properties, the Freehold Properties and the Property Leases.

Property Leases means that certain:

- (a) ground lease by and between Magnolia LNG LLC and Port of Lake Charles Harbor District dated April 1 2017;
- (b) sublease agreement by and between Magnolia LNG LLC and BG LNG Services LLC (BG) dated 1 December 2017.

Proportionate Shareholding means the proportion which the number of shares held by the Subscriber in a class bears to the total number of shares held by all holders of shares on issue in that class, in each case assuming that all Securities have been converted into shares.

Related Entity has the meaning it has in the Corporations Act.

Relevant Interest has the meaning given to that term in the Corporations Act.

Representative of a party includes an employee, agent, officer, director, auditor, adviser, partner, associate, consultant, joint-venturer, contractor or sub-contractor of that party or of a Related Entity of that party.

Re-sale Notice means a notice in relation to the Subscription Shares issued in accordance with section 708A(5)(e) of the Corporations Act which complies with section 708A(6) of the Corporations Act.

Securities means any securities of the Company including shares, or options, warrants or other rights to subscribe for or purchase or acquire LNGL Shares, and includes Incentive Rights and NED Rights.

Subscription Amount means \$28,222,250.00.

Subscription Price means A\$0.50 per LNGL Share payable for the Subscription Shares.

Subscription Shares means 56,444,500 LNGL Shares.

Subsidiary has the meaning given in the Corporations Act.

Top Up Right mean the rights granted to the Subscriber under clause 5.1.

Volume Weighted Average Market Price means, in relation to particular securities for a particular period, the volume weighted average price of those securities on the ASX market over that period, excluding block trades, large portfolio trades, permitted trades during the pre-trading hours period, permitted trades during the post-trading hours period, out of hours trades and exchange traded option exercises.

Wahoo means Wahoo Midstream LLC.

Wahoo Agreement means the Project Payments and Incentives Agreement between Mayflower and Wahoo dated 18 August 2014.

Warranties means the warranties, undertakings and representations set out in Schedule 2 ("Warranties") and **Warranty** has a corresponding meaning.

1.2 References to certain general terms

Unless the contrary intention appears, a reference in this agreement to:

- (a) **(variations or replacement)** a document (including this agreement) includes any variation or replacement of it;

- (b) **(clauses, annexures and schedules)** a clause, annexure or schedule is a reference to a clause in or annexure or schedule to this agreement;
- (c) **(law)** means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
- (d) **(singular includes plural)** the singular includes the plural and vice versa;
- (e) **(person)** the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association or any Governmental Agency;
- (f) **(executors, administrators, successors)** a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (g) **(calculation of time)** if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (h) **(reference to a day)** a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (i) **(reference to a group of persons)** a group of persons or things is a reference to any two or more of them jointly and to each of them individually;
- (j) **(meaning not limited)** the words "include", "including", "for example" or "such as" are not used as, nor is it to be interpreted as, a word of limitation and when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind; and
- (k) **(dollars)** Australian dollars, dollars, \$, A\$ or AUD is a reference to the lawful currency of Australia.

1.3 **Headings**

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this agreement.

2 **SUBSCRIPTION**

2.1 **Issue and subscription**

The Company agrees to issue and the Subscriber agrees to subscribe for the Subscription Shares on the terms and conditions of this agreement.

2.2 **Nomination**

- (a) The Subscriber may nominate one or more of its Affiliates (each a **Nominee**) to be the holder of the Subscription Shares, in whatever proportions the Subscriber decides, provided that the Subscriber first procures that those Nominees enter into a deed with the Company (on terms acceptable to the Company) under which the Nominees agree to be bound by clause 4 (in respect of the Subscription Shares issued to them) and clause 6. The Subscriber will give written notice of the identity of each Nominee to the Company at least two Business Days before the Completion Date.

- (b) On receipt by the Company of the notice and deed referred to in clause 2.2(a), the Company agrees that each Nominee will have the benefit of the Subscriber's rights under this document (including the Warranties) and that such rights will be held by the Subscriber on trust for the benefit of each Nominee.

3 COMPLETION

3.1 *Time of Completion*

Completion will take place at 12.00pm (Perth time) on the Completion Date or any other time agreed by the Company and the Subscriber.

3.2 *Board meeting of the Company*

At or before Completion, the Company must ensure that a properly convened meeting (or, if more than one meeting, each of those meetings must be properly convened) of directors of the Company is held at which it is resolved (subject to Completion occurring) to:

- (a) apply for quotation of the Subscription Shares on ASX and do all things reasonably necessary for the Subscription Shares to be quoted as soon as practicable on such terms and conditions as are usual for quotation of securities on ASX;
- (b) lodge a Re-sale Notice with the ASX as soon as reasonably practicable following issue of the Subscription Shares and, in any event, within five Business Days after the day the Subscription Shares are issued; and
- (c) undertake any other necessary actions to effect the issue of the Subscription Shares, in accordance with this agreement.

3.3 *Subscriber's obligations at Completion*

At or before Completion, the Subscriber must:

- (a) deliver to the Company an application for the Subscription Shares, duly completed and executed by the Subscriber (or its Nominee), in the form set out in Schedule 1 ("Application for Subscription Shares"); and
- (b) pay the full Subscription Price to the Company by bank cheque or by direct deposit in immediately available funds to the bank account specified by the Company before Completion, without set-off or deduction; and
- (c) provide the information required by the Company's share registry in order to issue the Subscription Shares to the Subscriber (or its Nominee, as applicable).

3.4 *Company's obligations at Completion*

At Completion, the Company must:

- (a) issue the Subscription Shares to the Subscriber (or any Nominee as applicable);
- (b) register the Subscriber (or if applicable, any Nominee) as the holder of the Subscription Shares;
- (c) cause the Company's share registry to give to the Subscriber (or if applicable, any Nominee) a holding statement showing it as the holder of the Subscription Shares in accordance with clause 3.4(b) above; and

- (d) take all other steps required under its Constitution, the ASX Settlement Operating Rules and the Corporations Act to constitute and evidence the Subscriber (or if applicable, any Nominee) as the holder of the Subscription Shares.

3.5 Company's obligations after Completion

As soon as practicable after Completion, the Company agrees to:

- (a) apply for and use its best endeavours to obtain Official Quotation of the Subscription Shares by ASX and do all things reasonably necessary for the Subscription Shares to be quoted as soon as practicable on such terms and conditions as are usual for quotation of securities on ASX and thereafter use its best endeavours to procure that official quotation is granted to the Subscription Shares;
- (b) execute and lodge with ASX in accordance with the ASX Listing Rules an Appendix 3B in respect of the Subscription Shares; and
- (c) give to ASX (within 5 Business Days of issue of the Subscription Shares) a Re-sale Notice.

3.6 Subscriber's obligations after Completion

- (a) The Subscriber agrees to use reasonable endeavours to assist the Company in securing offtake contracts for its liquefied natural gas products including making available to the Company contacts of the Subscriber which the Subscriber deems appropriate (each, a **Potential Customer**) and providing reasonable information which it possesses regarding such contacts, and assisting with arranging, at the Company's own cost, meetings or other forms of introduction.
- (b) The parties agree that:
 - (i) the Company is not required to negotiate or consummate an offtake contract with any counterparty that it does not consider, in its sole discretion, is a suitable counterparty;
 - (ii) nothing in this clause 3.6 shall require the Subscriber to do anything (including the incurrence of any financial obligation or providing any guarantee or other security) to cause or procure a Potential Customer to enter into any offtake contracts with the Company;
 - (iii) the Subscriber is not authorised to negotiate with potential offtakers or any other third party on the Company's behalf;
 - (iv) the Subscriber must ensure that its assistance in securing offtake contracts is undertaken in co-ordination with the Company with such activities being led by the Company's management; and
 - (v) unless otherwise agreed, nothing in this clause 3.6 makes the Company liable for any cost or expense incurred by the Subscriber in performing its obligations under clause 3.6(a).

3.7 Simultaneous actions at Completion

In respect of Completion:

- (a) the obligations of the parties under this agreement are interdependent and Completion will only occur once all obligations required at Completion are satisfied; and

- (b) all actions required to be performed will be taken to have occurred simultaneously on the Completion Date.

3.8 Further undertaking by the Company

- (a) The Company agrees to make commercially reasonable endeavours to procure LNG Technology Pty Ltd. and Magnolia LNG, LLC to enter into a technology license agreement after resolution of the negotiations around the increase of the Guaranteed Production Capacity (as defined under the EPC Contract) has been agreed, whether by agreement between Magnolia LNG, LLC and KSJV, LLC or otherwise, but prior to a final, affirmative investment decision is made to proceed with the construction of the Magnolia Project.
- (b) The Company acknowledges that the Subscriber could provide beneficial support to enhance the economic prospects for the projects and the Company will, where it deems appropriate, approach the Subscriber, in good faith.

4 ESCROW RESTRICTIONS ON SUBSCRIPTION SHARES

4.1 Restrictions

- (a) Subject to clause 4.2, the Subscriber (or its Nominee, if applicable) must not Deal in any Subscription Share at any time prior to the expiry of the Escrow Period.
- (b) The Subscription Shares must be held on the Company's issuer sponsored subregister until the expiry of the Escrow Period.
- (c) The Subscriber (and its Nominee, if applicable) represents and warrants to the Company that it has not done, or omitted to do, and will not do, or omit to do, any act which would breach this clause 4.1.

4.2 Exceptions

During the Escrow Period, the Subscriber (and its Nominee, if applicable) may Deal in any Subscription Shares if the Dealing arises solely as a result of:

- (a) a disposal of some or all of the Subscription Shares to a company or an entity controlled by, managed by or affiliated with the Subscriber (including any funds managed by the Subscriber) or a related entity or Affiliate of the Subscriber (a **Transferee**) where the Transferee enters into an escrow arrangement with the Company in respect of those securities or interests on substantially the same terms as this clause for the remainder of the Escrow Period;
- (b) an:
 - (i) equal access share buyback;
 - (ii) equal access capital return; or
 - (iii) equal access capital reduction,in each case made in accordance with the Corporations Act;
- (c) the acceptance of a bona fide takeover bid made under Chapter 6 of the Corporations Act for LNGL Shares;
- (d) the transfer or cancellation of LNGL Shares as part of a scheme of arrangement under Part 5.1 of the Corporations Act; or

- (e) a Dealing required by applicable law (including an order of a court of competent jurisdiction),

provided that:

- (f) in the case of an off-market takeover bid for LNGL Shares, the Subscriber (and its Nominee, if applicable) agrees in writing (in a form acceptable to Company) that a Holding Lock will be applied for each Subscription Share that is not bought by the bidder under the off-market bid; and
- (g) in the case of a merger by scheme of arrangement under Part 5.1 of the Corporations Act, the Subscriber (and its Nominee, if applicable) agrees in writing (in a form acceptable to the Company) that a Holding Lock will be applied to the Subscription Shares if the merger does not take effect.

4.3 Holding Lock

- (a) The Subscriber (and its Nominee, if applicable) agrees in writing to the application of a Holding Lock to the Subscription Shares.
- (b) The Company may apply a Holding Lock to the Subscription Shares at any time or times during the Escrow Period.
- (c) The Company must take all steps to facilitate the Holding Lock being released:
 - (i) to the extent necessary to permit Dealings in Subscription Shares which are permitted by clause 4.2; and
 - (ii) in full on the Business Day after the expiry of the Escrow Period.

4.4 Certain rights not restricted

Nothing in this document restricts the Subscriber (and its Nominee, if applicable) from exercising rights attaching to, or afforded to the Subscriber (and its Nominee, if applicable) in respect of, the Subscription Shares, to:

- (a) exercise any voting rights attaching to the Subscription Shares;
- (b) receive or be entitled to any dividend, return of capital or other distribution attaching to the Subscription Shares; or
- (c) receive or participate in any rights or bonus issue in connection with the Subscription Shares.

5 TOP UP RIGHT

5.1 Top Up Right

Subject to clause 5.4, with effect from Completion, if the Company wishes to issue LNGL Shares or other Securities (**Equity Issue**), the Company must offer the Subscriber the right to subscribe for such number of LNGL Shares or other Securities (at the same price and terms as the terms of the issue of LNGL Shares or other Securities the subject of the Equity Issue) as is necessary to enable the Subscriber (including, for the purposes of this clause 5, its Nominees) to maintain the same Proportionate Shareholding as it held prior to the issue of LNGL Shares or other Securities under the Equity Issue (assuming and immediately after the conversion of any Securities into LNGL Shares or the issue of Shares pursuant to Securities), or if the Equity Issue is of a new class of shares, the same Proportionate Shareholding in that new class that the Subscriber held in LNGL Shares prior to the issue of shares under the Equity Issue.

5.2 Offer

An offer made by the Company under the Top Up Right, must be made:

- (a) if the Equity Issue is a placement of Securities for cash or a rights issue and no regulatory or shareholder approval is required in relation to the offer to the Subscriber which is not required in relation to the Equity Issue generally, under (and on the same terms as) as the Equity Issue; or
- (b) in any other case, on the following terms:
 - (i) the offer must remain open for acceptance by the Subscriber for at least 5 Business Days following receipt by the Subscriber of written notice of the offer;
 - (ii) the offer must be conditional on all regulatory and shareholder approvals required by applicable laws and regulations (including the ASX Listing Rules and any regulatory and shareholder approvals which the Subscriber requires under applicable laws and regulations) being obtained;
 - (iii) the Securities must be offered to the Subscriber:
 - (A) to the extent Securities are to be issued under the Equity Issue for cash consideration, at a cash issue price equal to the cash issue price payable for Securities under the Equity Issue; and
 - (B) to the extent Securities are to be issued under the Equity Issue for non-cash consideration, at the deemed issue price or value of the Securities issued under the Equity Issue or if there is no such deemed issue price or value, a cash issue price equal to the 10 day Volume Weighted Average Market Price, provided that if the Securities are not shares the Securities must be issued at a deemed issue price or value; and
 - (iv) subject to clause 5.3(b), completion of the issue of the Securities to the Subscriber must be conditional on, and take place at the same time as, completion of the Equity Issue.

An offer made by the Company under the Top Up Right may be accepted in whole or in part.

5.3 Conditions

If the offer to, or the acceptance by, the Subscriber under the Top Up Right is conditional on:

- (a) regulatory or shareholder approval which any of the Group Companies require, then the offer of Securities made under the Equity Issue which applies to the Top Up Right must be conditional upon and must not proceed to completion, unless the regulatory or shareholder approval required in respect of the offer made under the Top Up Right is obtained; or
- (b) regulatory or other approvals which the Subscriber requires, and, if applicable, any regulatory or shareholder approval which any of the Group Companies require in respect of the offer to, or the acceptance by, the Subscriber has been obtained, completion of the Equity Issue need not be conditional on, and need not take place at the same time as, completion of the issue of the Securities to the Subscriber and completion of the issue of the Securities to the Subscriber must take place 10 Business Days after the Subscriber and, if applicable, the Group Companies, obtain the necessary regulatory or other approvals,

and:

- (c) the Company must:
 - (i) make all necessary and appropriate applications to the relevant Governmental Agencies or convene the meeting of shareholders required to obtain the approval as soon as practicable in accordance with the constitution of the Company, the Corporations Act and any ASIC regulatory guides, and obtain any necessary independent expert's report;
 - (ii) give the Subscriber a reasonable opportunity to review and comment on an advanced draft of the application or notice of meeting (as applicable) and consult in good faith with the Subscriber on any comments the Subscriber may have on those documents; and
 - (iii) each party must supply all necessary and appropriate information for the purpose of enabling the relevant regulatory or shareholder approval to be obtained;
- (d) no party may withdraw or procure the withdrawal of any application made or information supplied under clause 5.3(c), unless required by the relevant Governmental Agency;
- (e) no party may take any action, or fail to take any action, that would or would be likely to prevent or hinder the approval being obtained; and
- (f) each party must:
 - (i) supply to the other party copies of all applications made and all information supplied for the purpose of obtaining the approval; and
 - (ii) keep the other party informed on a timely manner of the status of any discussions or negotiations with relevant third parties regarding the approval.

5.4 ASX Listing Rule 6.18

The Top Up Right is conditional upon the Company obtaining a waiver from ASX of ASX Listing Rule 6.18 to permit the Company to grant the Top Up Right to the Subscriber on terms acceptable to the Company and the Subscriber (**ASX Waiver**). The Company must:

- (a) apply to ASX for the ASX Waiver as soon as practicable after the date of this agreement but in any event no later than 30 days after the Completion Date; and
- (b) give the Subscriber a reasonable opportunity to review and comment on an advanced draft of the application for the ASX Waiver (including the draft terms of the ASX Waiver) and consult in good faith with the Subscriber on any comments the Subscriber may have on those documents.

5.5 Exempted events

Clause 5.1 will not apply to LNGL Shares issued pursuant to options, Securities or performance rights on issue as at the date of this agreement or any current or future Securities issued under a Plan.

6 FURTHER INCREASE OF SHAREHOLDING BY THE SUBSCRIBER

6.1 Current intention

The Subscriber represents and warrants to the Company that, as at the date of this agreement, it has no current intention to increase the Subscriber's (or its Nominee's) Proportionate Shareholding above 9.9%. The Subscriber must not increase its (or its Nominee's)

Proportionate Shareholding above 9.9% except with the prior written approval of the Company, which approval shall not be unreasonably withheld or delayed. For the avoidance of doubt, the receipt of all mandatory and non-mandatory regulatory approvals and consents required for any further increase of Proportionate Shareholding shall be a condition precedent to completion of such further increase of Proportionate Shareholding and the Company and the Subscriber each undertake to use their reasonable endeavours to assist each other in applying for and obtaining such approvals and consents, including providing reasonable assistance and all information required by the relevant regulatory authorities.

6.2 Indemnity

The Subscriber agrees to indemnify and keep indemnified the Company against all Loss (including legal and regulatory costs on a full indemnity basis) which may be incurred by the Company as a consequence of any breach by the Subscriber (or its Nominee, if applicable) of clause 6.1.

7 WARRANTIES

7.1 Accuracy

The Company represents and warrants to the Subscriber that each Warranty is correct and not misleading on the date of this agreement and will be correct and not misleading on the Completion Date as if made on and as at each of those dates.

7.2 Separate Warranties

Each Warranty is to be treated as a separate representation and warranty. The interpretation of any statement made may not be restricted by reference to or inference from any other statement.

7.3 Company's disclaimer

Subject to any law to the contrary and except as provided in the Warranties, all terms, conditions, warranties and statements, whether express, implied, written, oral, collateral, statutory or otherwise, are excluded and the Company disclaims all liability in relation to these to the maximum extent permitted by law.

7.4 Notification to the Subscriber

The Company must notify the Subscriber as soon as the Company becomes aware that any Warranty was untrue, inaccurate or misleading as at the date on which the representation and warranty was made.

7.5 Warranty threshold

The Subscriber may not make any Claim for breach of a Warranty unless the amount of the claim:

- (a) exceeds \$50,000 in respect of a particular matter or in respect of a number of similar or related matters taken together; and
- (b) exceeds \$300,000 in aggregate, in respect of all matters referred to in paragraph 7.5(a),

but once the amount of the claim exceeds \$300,000 in aggregate the Subscriber may Claim for all of the Liability or loss suffered.

7.6 Warranty cap

If the Company breaches any Warranty subject to this clause 7, the Company shall be liable for the resulting loss up to a maximum amount of 100% of the Subscription Amount.

7.7 Time limit on claims

The Subscriber may not make any Claim for breach of Warranty unless it has notified the Company in writing of that Claim within 12 months from the Completion Date, such notification to include, at a minimum (i) the known facts giving rise to the Claim, (ii) the legal basis for the Claim and (iii) the remedies it will seek. A Claim is not enforceable against the Company and is taken to have been withdrawn unless any legal proceedings in connection with the Claim are commenced within 6 months after written notice of the Claim is served on the Company.

7.8 Consequential loss

The Company excludes all liability for indirect and consequential loss or damage (including for loss of profit (whether direct, indirect, anticipated or otherwise), loss of expected savings, opportunity costs, loss of business (including loss or reduction of goodwill), damage to reputation and loss or corruption of data regardless of whether any or all of these things are considered to be indirect or consequential losses or damage) in contract, tort (including negligence), under any statute or otherwise arising from or related in any way to this agreement or its subject matter.

7.9 Qualifications

Each of the Warranties set out in paragraphs 1.3, 7.1, 7.2, 7.3, 8, 9, 11 and 12 of Schedule 2 is qualified by any information fairly disclosed:

- (a) in the Disclosure Materials; or
- (b) in ASX announcements made before the date of this agreement.

8 SUBSCRIBER'S WARRANTIES

8.1 General

The Subscriber represents and warrants to the Company that each of the following statements is correct and not misleading on the date of this agreement and will be correct and not misleading as at the Completion Date as if made on each of those dates:

- (a) **(power)** it has the power to enter into and perform this agreement and has obtained all necessary consents and authorisations to enable it to do so;
- (b) **(binding obligation)** this agreement constitutes valid and binding obligations upon it enforceable in accordance with its terms by appropriate legal remedy;
- (c) **(no breach)** this agreement and Completion do not conflict with or result in a breach of any obligation (including any statutory, contractual or fiduciary obligation) or constitute or result in any default under any provision of its constitution or any material provision of any agreement, deed, writ, order, injunction, judgment, law, rule or regulation to which it is a party or is subject or by which it is bound;
- (d) **(solvency)** it is not Insolvent and will not become Insolvent at Completion; and
- (e) **(sophisticated investor)** it is a person to whom the Subscription Shares may lawfully be offered and issued in compliance with applicable laws without lodgement, registration or other formality or filing with or by a governmental agency.

8.2 *FIRB Warranty*

- (a) The Subscriber represents and warrants to the Company as at the date of this agreement and as at the Completion Date that neither the Subscriber nor the Nominee is a Foreign Government Investor or an associate (as defined in the FATA) of a Foreign Government Investor.
- (b) The Subscriber agrees to indemnify and keep indemnified the Company against loss, costs or damage, of any kind whatsoever (including legal costs on a full indemnity basis), and which may be incurred by the Company as a consequence of the Subscriber breaching the warranty referred to in Clause 8.2(a).
- (c) In this clause:
 - (i) **FATA** means the *Foreign Acquisitions and Takeovers Act 1975* (Cth) and the *Foreign Acquisitions and Takeovers Regulation 2015* (Cth); and
 - (ii) **Foreign Government Investor** has the meaning given to that term in the FATA.

8.3 *Purchase Restrictions*

- (a) The Subscriber represents and warrants to the Company as at the date of this agreement and as at the Completion Date that:
 - (i) neither the Subscriber, nor its Nominee, has acquired, agreed to acquire, become a beneficial owner of or acquired an economic interest in any LNGL Shares or other Securities on-market or otherwise;
 - (ii) neither the Subscriber, nor its Nominee, has commenced or is currently planning to commence any tender or exchange offer or takeover offer for any LNGL Shares or other Securities; and
 - (iii) neither the Subscriber, nor its Nominee, has (alone or in concert with others) sought control or influence over the management or the Board of Directors of the Company.
- (b) The Subscriber agrees to indemnify and keep indemnified the Company against all Loss (including legal and regulatory costs on a full indemnity basis) which may be incurred by the Company as a consequence of any breach by the Subscriber (or its Nominee, if applicable) of the representation and warranty in clause 8.3(a).

9 **SUBSCRIBER'S ACKNOWLEDGEMENT**

The Subscriber acknowledges and agrees that the subscription for the Subscription Shares takes place on the following basis:

- (a) the Company is not under any obligation to provide the Subscriber or its Representatives with any information on the future financial performance or prospects of the Company;
- (b) if the Subscriber has received opinions, estimates, projections, business plans, budget information or other forecasts in respect of the Company that have not been released to ASX:
 - (i) there are uncertainties inherent in attempting to make those estimates, projections, business plans, budgets and forecasts and the Subscriber is familiar with these uncertainties;

- (ii) the Subscriber is taking full responsibility for making its own evaluation of the adequacy and accuracy of all estimates, projections, business plans, budgets and forecasts furnished to them; and
 - (iii) the Company is not liable under any Claim arising out of or relating to any opinions, estimates, projections, business plans, budgets or forecasts in respect of the Companies;
- (c) in entering into this agreement and in proceeding to Completion, the Subscriber does not rely on any statement, representation, warranty, condition, forecast or other conduct which may have been made by or on behalf of the Company, except the Warranties and the covenants and obligations of the Company under this agreement; and
- (c) it has had the opportunity to conduct reasonable and proper Due Diligence.

10 COMPANY'S ACKNOWLEDGEMENT

The Company acknowledges that it is not issuing the Subscription Shares for the purpose of the Subscriber (or any Nominee as applicable) selling or transferring all or any of the Subscription Shares, or granting, issuing or transferring interests in, or options over, the Subscription Shares.

11 Termination

11.1 Termination of agreement

- (a) This agreement may be terminated at any time before Completion by written notice from:
- (i) **(official quotation)** the Subscriber if ASX indicates on or before 10:00 am (Perth time) on the Completion Date that it will not grant permission for the official quotation of the Subscription Shares, or indicating that it will make quotation conditional on conditions other than customary conditions;
 - (ii) **(Subscriber Insolvent)** the Company to the Subscriber if the Subscriber is or becomes Insolvent, or if the Subscriber ceases or threatens to cease to carry on its business;
 - (iii) **(Company Insolvent)** the Subscriber to the Company if the Company is or becomes Insolvent, or if the Company ceases or threatens to cease to carry on its business;
 - (iv) **(delisting)** the Subscriber to the Company if the Company ceases to be admitted to the official list of the ASX;
 - (v) **(Material Adverse Change)** the Subscriber if a Material Adverse Change has occurred on or before 10:00am (Perth time) on the Completion Date; or
 - (vi) **(material breach)** a non-defaulting party to the party who fails to perform or observe any of its material obligations under this agreement or breaches any of its warranties in any material aspect (except for, in the case of the Company, the Warranties set forth in paragraphs 1 to 5 (both inclusive) of Schedule 2, each of which must have been true and correct in all respects as of the date of this agreement and must be true and correct in all respects as of the Completion Date), if the breach is not remedied within five

Business Days of it receiving notice from the other party of details of the breach and its intention to terminate.

- (b) This agreement may be terminated by both the Subscriber and the Company agreeing in writing to terminate this agreement.

11.2 Effect of termination

Subject to clause 11.3, if this agreement is terminated under clause 11.1 then, in addition to any other rights, powers or remedies provided by law:

- (a) each party is released from its obligations under this agreement with effect from the time of termination; and
- (b) each party retains the rights it has against any other party in connection with any breach or claim that has arisen before termination.

11.3 Survival of termination

The termination of this agreement does not affect any other rights the parties may have against one another at law or in equity and clauses 1, 11.2, 11.3 and 12 to 17 (inclusive), will survive termination of this agreement.

12 CONFIDENTIALITY

12.1 Disclosure of Confidential Information

All Confidential Information exchanged between the parties under this agreement or during the negotiations preceding this agreement is confidential to them and may not be disclosed to any person except:

- (a) Related Entities or Affiliates of the Company or employees, legal advisers, auditors and other consultants of the party or its Related Entities or Affiliates requiring the information for the purposes of this agreement or the issue of the Subscription Shares;
- (b) with the consent of the party who supplied the information which consent may be given or withheld in its absolute discretion;
- (c) if a party is required to do so by law, a securities exchange or any regulatory authority; or
- (d) if a party is required to do so in connection with legal proceedings relating to this agreement.

12.2 Use of Confidential Information

A party must not use any Confidential Information, except for the purpose of performing its obligations under this agreement or as otherwise required by operation of law.

12.3 Excluded Information

Clauses 12.1 ("Disclosure of Confidential Information") and 12.2 ("Use of Confidential Information") expire on the second anniversary of Completion and do not apply to the Excluded Information.

12.4 No dealing in Company securities

The Subscriber acknowledges that the Company has advised the Subscriber that the Subscriber must not deal, or cause another person to deal, in any shares or other securities

of the Company contrary to the "insider trading" provisions in Part 7.10, Division 3 of the Corporations Act.

12.5 *Survival of termination*

This clause 12 ("Confidentiality") will survive termination of this agreement for a period of two (2) years. This clause 12 replaces and supersedes the confidentiality agreement entered into between the Company and the Subscriber on 10 April 2018.

13 ANNOUNCEMENTS

13.1 *Public announcements*

Subject to clause 13.2 ("Public announcements required by law"), neither party may, before or after Completion, make or send a public announcement, communication or circular concerning the transactions referred to in this agreement unless it has first obtained the written consent of the other party, which consent is not to be unreasonably withheld or delayed.

13.2 *Public announcements required by law*

Clause 13.1 ("Public announcements") does not apply to a public announcement, communication or circular to the extent required by law or a regulation of a securities exchange.

14 COSTS AND DUTY

14.1 *Costs and expenses*

The Company and the Subscriber agree to pay their own costs and expenses in connection with the negotiation, preparation, execution and completion of this agreement and of other related documentation, except for transfer or other duty.

14.2 *Transfer duty*

The Subscriber agrees to pay any transfer or other duty (including fines and penalties) chargeable, payable or assessed in relation to this agreement and the issue of the Subscription Shares to the Subscriber.

15 GOODS AND SERVICES TAX

15.1 *Consideration does not include GST*

Unless specifically described in this agreement as 'GST inclusive', any sum payable (or amount included in the calculation of a sum payable), or consideration to be provided, under or in accordance with this agreement does not include any amount on account of GST.

15.2 *Gross up of consideration*

Where any supply to be made by one party (Supplier) to another party (Recipient) under or in accordance with this agreement is subject to GST (other than a supply the consideration for which is specifically described in this agreement as 'GST inclusive'):

- (a) the consideration payable or to be provided for that supply but for the application of this clause (GST Exclusive Consideration) shall be increased by, and the Recipient shall pay to the Supplier, an amount equal to the GST payable by the Supplier in respect of that supply; and

- (b) the Recipient must pay that additional amount at the same time and in the same manner as the GST Exclusive Consideration payable or to be provided for that supply.

15.3 Reimbursements

If any payment to be made to a party under or in accordance with this agreement is a reimbursement or indemnification of an expense or other liability incurred or to be incurred by that party, then the amount of the payment must be reduced by the amount of any input tax credit to which that party is entitled for that expense or other liability, such reduction to be effected before any increase in accordance with clause 15.2.

15.4 Tax invoices

Notwithstanding any other provision of this agreement, the Recipient need not make any payment for a taxable supply made by the Supplier under or in accordance with this agreement until the Supplier has given the Recipient a tax invoice in respect of that taxable supply.

15.5 Adjustments

If an adjustment event has occurred in respect of a taxable supply made under or in accordance with this agreement, any party that becomes aware of the occurrence of that adjustment event must notify each other party to that taxable supply as soon as practicable, and all of those parties agree to take whatever steps are necessary (including to issue an adjustment note), and to make whatever adjustments are required, to ensure that any GST or additional GST on that taxable supply, or any refund of GST (or part thereof), is paid no later than 28 days after the Supplier first becomes aware that the adjustment event has occurred.

15.6 Interpretation

A word or expression used in this clause which is defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) has the same meaning in this clause 15.

16 NOTICES

16.1 How to give notices

Any notice or other communication of a party contemplated by this document (including any agreement, request, demand, consent, waiver or approval) must be:

- (a) in writing in English, legible and signed by the party or its agent; and
- (b) sent by express or registered post (with delivery confirmation), email or facsimile, or delivered, to the recipient, attention the recipient's contact, in each case using the relevant details set out in the Parties section of this document or any new details later notified by the recipient.

If a party sends a communication contemplated by this document other than by email, it must use all reasonable endeavours to send a copy of the communication promptly by email.

16.2 Time of receipt

A communication contemplated by this document is taken to be received:

- (a) if hand-delivered, at the time of delivery;
- (b) if sent by express or registered post (with delivery confirmation), on the last day of the delivery period published by the relevant postal authority for delivery by that method to the recipient's location;

- (c) if sent by facsimile, when the machine from which the facsimile was sent generates a transmission report indicating that the whole facsimile was sent to the recipient's facsimile number; and
- (d) if sent by email, the earlier of:
 - (i) when the sender receives a delivery confirmation report that records the time that the email was delivered to the recipient's email address (unless the sender receives a delivery failure notification indicating that the email has not been delivered to the recipient's email address, or the sender knows or reasonably ought to know that the email was not delivered to the recipient's email address or the recipient could not open the communication due to its format);
 - (ii) the time the email becomes capable of being retrieved by the recipient's email address; and
 - (iii) the time it is otherwise established that the email (including any attachment) came to the attention of the recipient.

If due to this clause 16.2 a communication would be taken to be received on a day that is not on, or is after 5.00 pm on, a business day in the place of receipt, the communication is taken to have been received at 9.00 am on the first business day in the place of receipt after that day. The place of receipt of an email is the address of the recipient contemplated by clause 16.1(b).

17 MISCELLANEOUS

17.1 *Discretion in exercising rights*

A party may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless this agreement expressly states otherwise.

17.2 *Partial exercising of rights*

If a party does not exercise a right or remedy fully or at a given time, the party may still exercise it later.

17.3 *No liability for loss*

A party is not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy under this agreement.

17.4 *Approvals and consents*

By giving its approval or consent a party does not make or give any warranty or representation as to any circumstance relating to the subject matter of the consent or approval.

17.5 *Conflict of interest*

The parties' rights and remedies under this agreement may be exercised even if it involves a conflict of duty or a party has a personal interest in their exercise.

17.6 *Remedies cumulative*

The rights and remedies provided in this agreement are in addition to other rights and remedies given by law independently of this agreement.

17.7 Rights and obligations are unaffected

Rights given to the parties under this agreement and the parties' liabilities under it are not affected by anything which might otherwise affect them by law.

17.8 Variation and waiver

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

17.9 No merger

The warranties, undertakings and indemnities in this agreement do not merge and are not extinguished on Completion and will survive after Completion.

17.10 Indemnities

The indemnities in this agreement are continuing obligations, independent from the other obligations of the parties under this agreement and continue after this agreement ends. It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity under this agreement.

17.11 Further steps

Each party agrees, at its own expense, to do anything the other party asks (such as obtaining consents, signing and producing documents and getting documents completed and signed) as may be necessary or desirable to give full effect to the provisions of this agreement and the transactions contemplated by it.

17.12 Time of the essence

Time is of the essence of this agreement in respect of any date or period determined under this agreement.

17.13 Entire agreement

This agreement constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

17.14 Construction

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this agreement or any part of it.

17.15 Governing law

This agreement is governed by the law in force in Western Australia. Each party submits to the non-exclusive jurisdiction of the courts of Western Australia and courts of appeal from them. Each party waives any right it has to object to an action being brought in those courts including, without limitation, by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

17.16 Counterparts

This agreement may consist of a number of copies, each signed by one or more parties to the agreement. If there are a number of signed copies they are treated as making up the one document and the date on which the last counterpart is executed will be the date of the agreement.

Execution

EXECUTED as an agreement

**Executed by Liquefied Natural Gas Limited
(ABN 19 101 676 779)** in accordance with
section 127 of the *Corporations Act 2001* (Cth)
by:



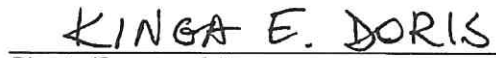
Director signature



Director full name
(BLOCK LETTERS)



Director/Secretary signature



Director/Secretary full name
(BLOCK LETTERS)

**Signed, sealed and delivered by IDG Energy
Investment Group Limited** in the presence of:

Witness signature

Witness full name
(BLOCK LETTERS)

Authorised officer signature

Authorised officer full name and title
(BLOCK LETTERS)

Execution

EXECUTED as an agreement

**Executed by Liquefied Natural Gas Limited
(ABN 19 101 676 779) in accordance with
section 127 of the Corporations Act 2001 (Cth)
by:**


Director signature

Director/Secretary signature

Director full name
(BLOCK LETTERS)

Director/Secretary full name
(BLOCK LETTERS)

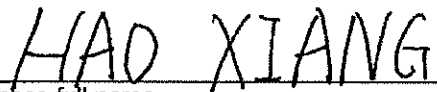
**Signed, sealed and delivered by IDG Energy
Investment Group Limited in the presence of:**




Witness signature



Authorised officer signature



Witness full name
(BLOCK LETTERS)



Authorised officer full name and title
(BLOCK LETTERS)

Schedule 1– Application For Subscription Shares

To: Liquefied Natural Gas Limited (ABN 19 101 676 779) (Company)
45 Ventnor Avenue
West Perth WA 6005

Attention:[insert]

[insert date]

Dear Sirs

Application for shares pursuant to Subscription Agreement dated [insert date]

[subscriber] (Subscriber) of [address]:

- (a) hereby applies for the issue of [insert number] fully paid ordinary shares in the capital of the Company (**Subscription Shares**);
- (b) agrees to become a member of the Company upon being registered as the registered holder of the Subscription Shares;
- (c) agrees to pay the Subscription Price in full without set-off or deduction upon Completion in accordance with the Subscription Agreement; and
- (d) agrees to be bound by the constitution of the Company.

Capitalised terms which are used but not defined in this application have the meaning given to them (if any) in the Subscription Agreement.

Yours faithfully

Signed by [Name of Individual] as authorised
representative for [SUBSCRIBER] in the
presence of:

Witness signature

By executing this application, the signatory warrants that the signatory is duly authorised to execute this application on behalf of the Subscriber

Witness full name
(BLOCK LETTERS)

Schedule 2 - Warranties

1 INCORPORATION AND POWER

1.1 Incorporation

The Company is validly incorporated, organised and subsisting in accordance with all applicable laws.

1.2 Power

The Company has the power to own its assets and to carry on its business as it is now being conducted.

1.3 Compliance with constituent documents and applicable law

- (a) The business and affairs of the Company have at all times been and continue to be conducted in accordance with the Constitution, the Corporations Act and the ASX Listing Rules and all other relevant laws; and
 - (b) The Group Companies other than the Company have at all times been and continue to be conducted in accordance with their constitutions and the Corporations Act and all other relevant laws.
-

2 POWER AND AUTHORITY

2.1 Power

The Company has the power to enter into and perform this agreement and has obtained all necessary consents and authorisations to enable it to do so.

2.2 Binding obligations

This agreement constitutes valid and binding obligations upon the Company enforceable in accordance with its terms by appropriate legal remedy.

2.3 No breach

This agreement and Completion do not conflict with or result in a breach of any obligation (including any statutory, contractual or fiduciary obligation) or constitute or result in any default under any provision of the Constitution or any material provision of any agreement, deed, writ, order, injunction, judgment, law, rule or regulation to which a Group Company is a party or is subject or by which it is bound.

3 CAPITAL STRUCTURE

As at the date of this agreement, the Company's Appendix 3B dated and released to the ASX on 19 December 2017 accurately describes the number and type of Equity Securities on issue by the Company (except that the total number of Incentive Rights and NED Rights has changed in the manner set out in the Company's Appendix 4D and Half Year Report dated 26 February 2018 and Quarterly Highlights & Appendix 4C dated 26 April 2018 and now reflects the total number set out in Schedule 3).

4 SOLVENCY

Each of the Group Companies is not Insolvent.

5 SUBSCRIPTION SHARES

5.1 *Ranking*

The Subscription Shares will rank equally in all respects with existing issued fully paid ordinary shares in the Company.

5.2 *Proportion of capital*

The Subscription Shares will, upon issue, comprise 9.9% of the issued capital of the Company as at the date of this agreement and will, upon issue, be fully paid.

5.3 *No breach*

The issue of the Subscription Shares does not breach any obligation or agreement binding on the Company or its members.

5.4 *Good title*

The Subscriber will acquire good marketable and valid title to the Subscription Shares, free and clear of any pledge, lien, encumbrance, security interest, claim or equity (other than as contemplated by clause 4) and will not be subject to any pre-emptive or other similar rights.

5.5 *Compliance with relevant laws*

Subject to obtaining the approvals and consents referred to in this agreement, the issue of the Subscription Shares to the Subscriber is in accordance with all relevant laws (including, but not limited to, the requirements of the Corporations Act and the ASX Listing Rules).

5.6 *Class of Securities*

Each of the Subscription Shares will be in a class of shares that:

- (a) are quoted securities (as defined in the Corporations Act) of the Company at all times in the three month period before the date of issue of the Subscription Shares; and
- (b) are quoted on a financial market operated by the ASX without being suspended from trading for more than a total of five trading days during the shorter of the period during which they have been quoted, and the 12 months before the date of issue of the Subscription Shares (**Relevant Period**).

5.7 *No exemption orders*

At any time within the Relevant Period:

- (a) no exemption under section 111AS or 111AT of the Corporations Act covered the Company, or any person as a director or auditor of the Company; and
- (b) no order under section 340 or 341 of the Corporations Act covered the Company, or any person as a director or auditor of the Company.

5.8 *No determination in force*

No determination under section 708A(2) of the Corporations Act is in force with respect to the Company.

5.9 Re-sale Notice

The Company will comply with subsection 708A(9) of the Corporations Act to correct any defective Re-sale Notice should it become aware of a defect within 12 months of the date of issue of the Subscription Shares.

6 Disclosure

6.1 Disclosure

The Company has at all times been, and continues to be, in compliance with ASX Listing Rule 3.1.

6.2 Misleading and deceptive conduct

The Company has not engaged in conduct that is misleading or deceptive (including by omission) or is likely to mislead or deceive in relation to this agreement, the offer or issue of the Subscription Shares.

6.3 Information

The information contained in the Disclosure Materials was provided in good faith in response to the Due Diligence queries raised by the Subscriber. No material information requested by the Subscriber has been knowingly or recklessly omitted from the Disclosure Materials.

7 Operational

7.1 Authorisations

Each Group Company holds all material authorisations that are necessary to enable it to properly carry on its business as at the date of this agreement, and the Group Companies are complying, in all material respects, with any conditions to which any such authorisations are subject.

7.2 Share issues

There are no agreements, arrangements or understandings in force or securities issued which call for the present or future issue of, or grant to any person the right to require the issue of any shares or any other Equity Securities in the Company, other than the performance rights in the Company currently on issue or that may be issued under the Incentive Rights Plan or NED Rights Plan.

7.3 Material contracts

To the best of the Company's knowledge:

- (a) all contracts entered into by the Company and each Group Company that are material for the carrying on of the Group's business (**Material Contracts**) have been provided to Subscriber for its Due Diligence;
- (b) each Group Company is not in breach of any material provision of any Material Contract; and
- (c) no Group Company has received notice of cancellation, termination or failure to renew any Material Contract.

8 **Litigation**

To the best of the knowledge of the Company, each of the Group Companies is not involved in any material prosecution, litigation or arbitration involving any of the Group Companies or any person for whom any of the Group Companies may be liable, and has not been threatened with any material prosecution, litigation or arbitration involving any of the Group Companies or any person for whom any of the Group Companies may be liable. To the best of the knowledge of the Company, none of the Group Companies is involved in any proceeding before or investigation by any government agency or other body and no such proceeding or investigation is threatened against any of the Group Companies or any person for whom it may be liable.

9 **Intellectual property**

- (a) The Company has no knowledge of any infringement, misappropriation or violation by any Group Company of any patents, copyrights, trade secrets, know-how, trademarks, trade names, designs, manufacturing or other processes, computer software, systems, data compilation, research results, or other proprietary rights (collectively, "**Intellectual Property**").
 - (b) To the best of the knowledge of the Company, there is no claim, action or proceeding made, brought or threatened, against any Group Company regarding any Intellectual Property.
-

10 **Wahoo Agreement**

The transactions referred to in this agreement will not constitute a "Partial Sale" as defined under the Wahoo Agreement and therefore trigger Wahoo's right to elect to receive an amount equal to the "Sale Payout Fee" (as defined under the Wahoo Agreement) related to the Partial Sale.

11 **Money laundering and corruption**

11.1 **Money laundering**

The operations of each Group Company are and have been conducted at all times in compliance with all financial recordkeeping and reporting requirements of the applicable money laundering statutes of all jurisdictions, the rules and regulations made thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Agency (collectively, the **Money Laundering Laws**) and no action, suit or proceeding by or before any court of Governmental Agency, authority or body or any arbitrator involving any Group Company with respect to the Money Laundering Laws is pending or, to the best knowledge of the Company, threatened.

11.2 **Corrupt practices**

No Group Company and, to the best knowledge of the Company, no director, officer, employee or Affiliate (other than a Group Company) of the Company or any other Group Company:

- (a) has used any corporate funds for any unlawful contribution, gift, unlawful entertainment or other unlawful expense relating to a political activity;
- (b) has made a direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds of any Group Company; or

- (c) has made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment,

in each case, in violation of any applicable laws, including but not limited to the United States Foreign Corrupt Practices Act of 1977 or the *Australian Criminal Code Act 1995* (Cth).

12 Real Property

The Properties comprise all the land and premises owned, used or occupied by the Company and the Group Companies in respect of the business of the Group Companies (other than office premises occupied for corporate and administrative purposes). The Company and the Group Companies have the exclusive occupation and quiet enjoyment of the Leasehold Properties (but excluding any Property which the Company or a Group Company occupies under a licence, and the Buffer Lot). The Company is not aware of the Company or a Group Company being in material breach of, or material default under any of the Property Leases. So far as the Company is aware, the Properties are not subject to any defect that will, or would reasonably be likely to:

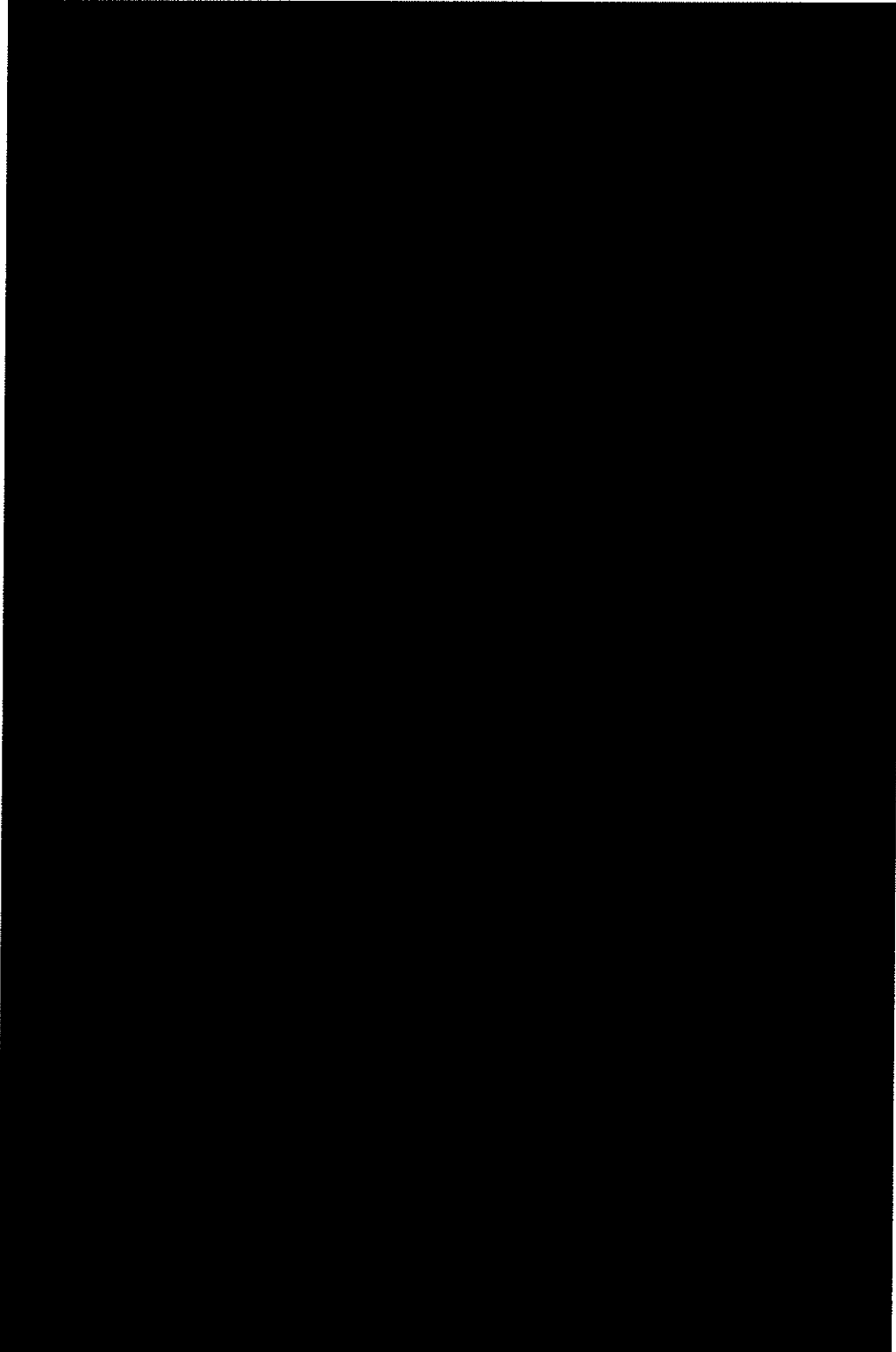
- (a) materially decrease their ability to be used in the Group business as carried on at Completion; or
- (b) in the case of the Freehold Properties, materially decrease the value of any of those Freehold Properties.

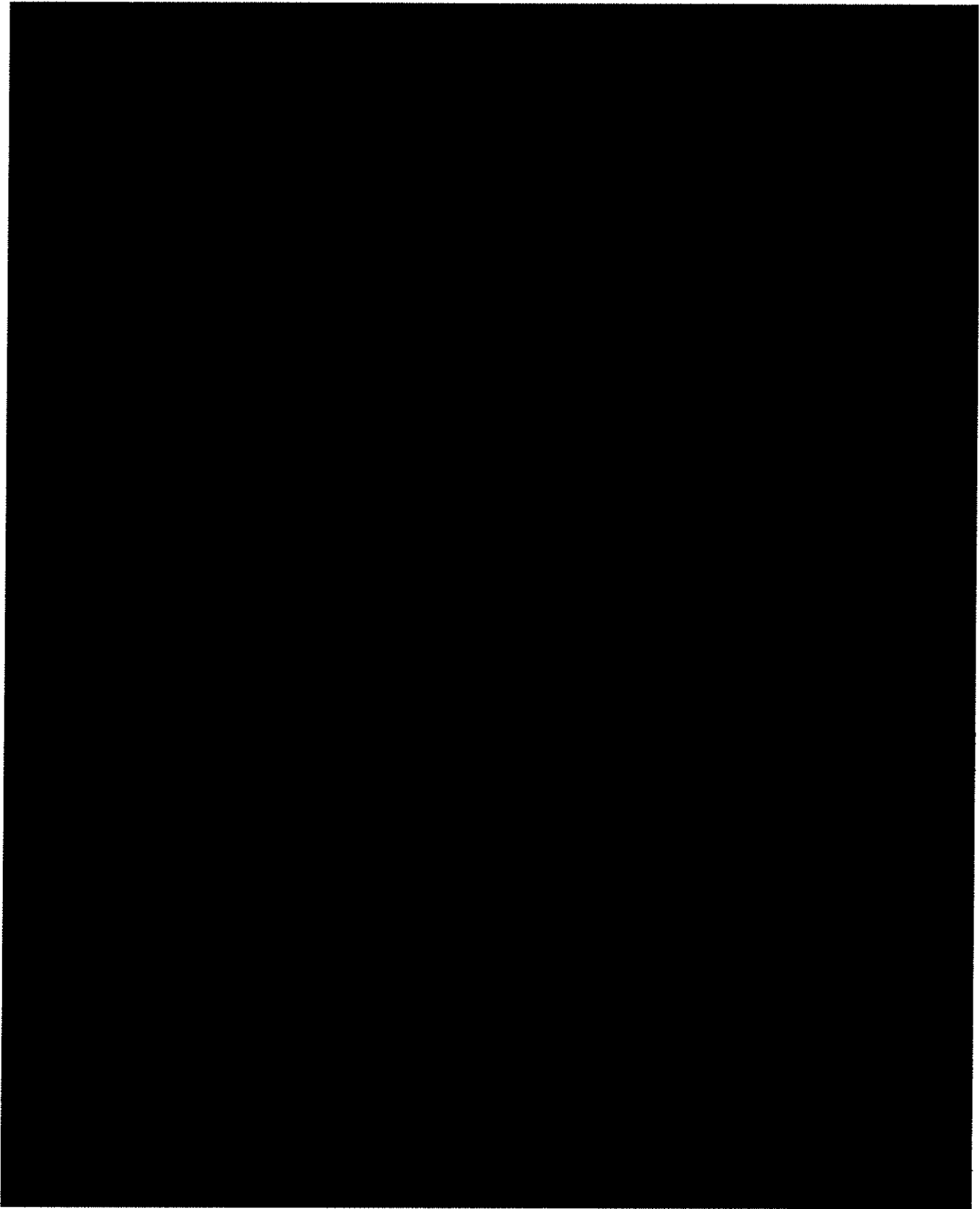
Schedule 3– Company Capital Structure

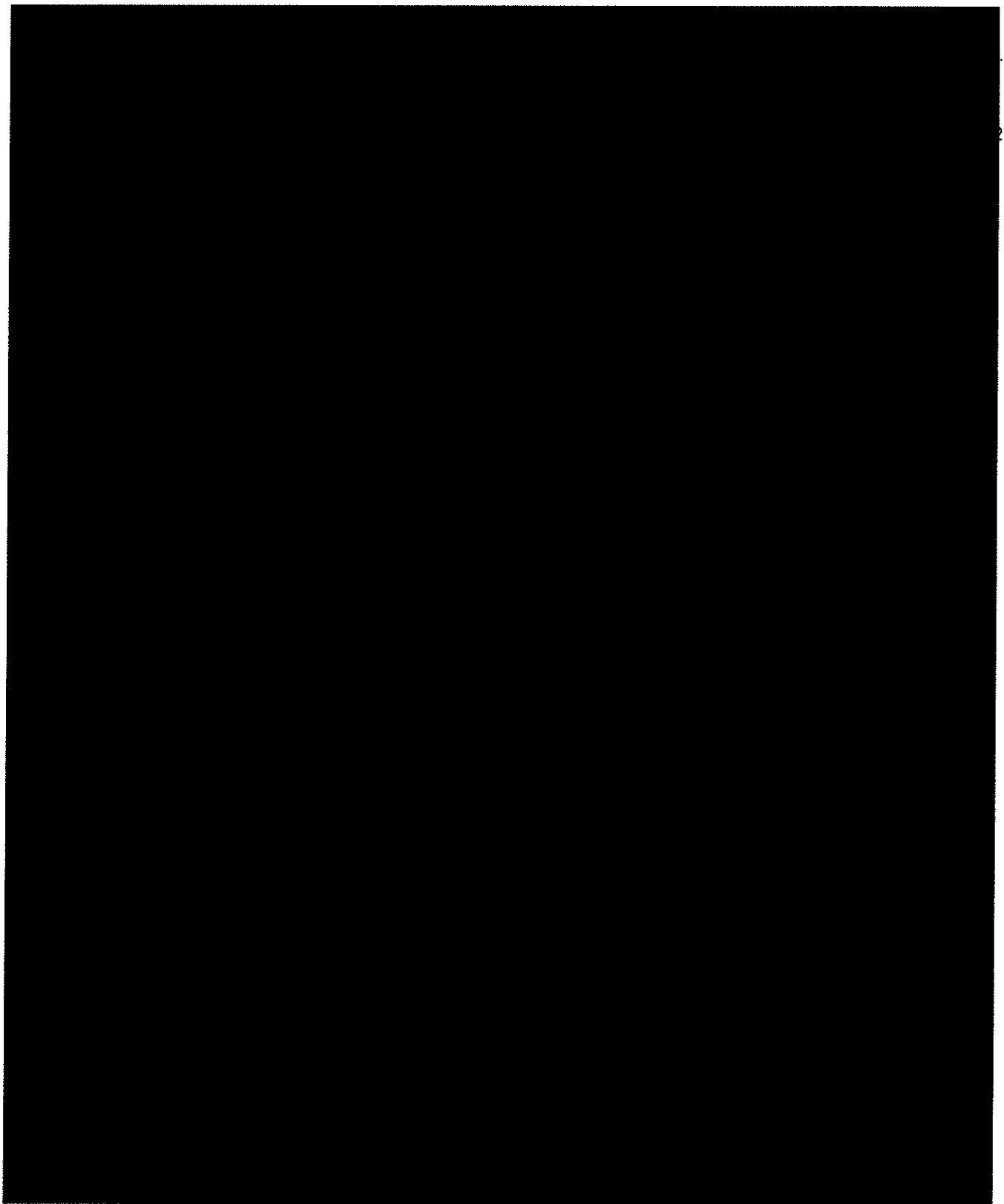
Security	No. of securities on issue
LNGL Shares	513,701,956
Incentive Rights and NED Rights	14,616,472
Other	Nil

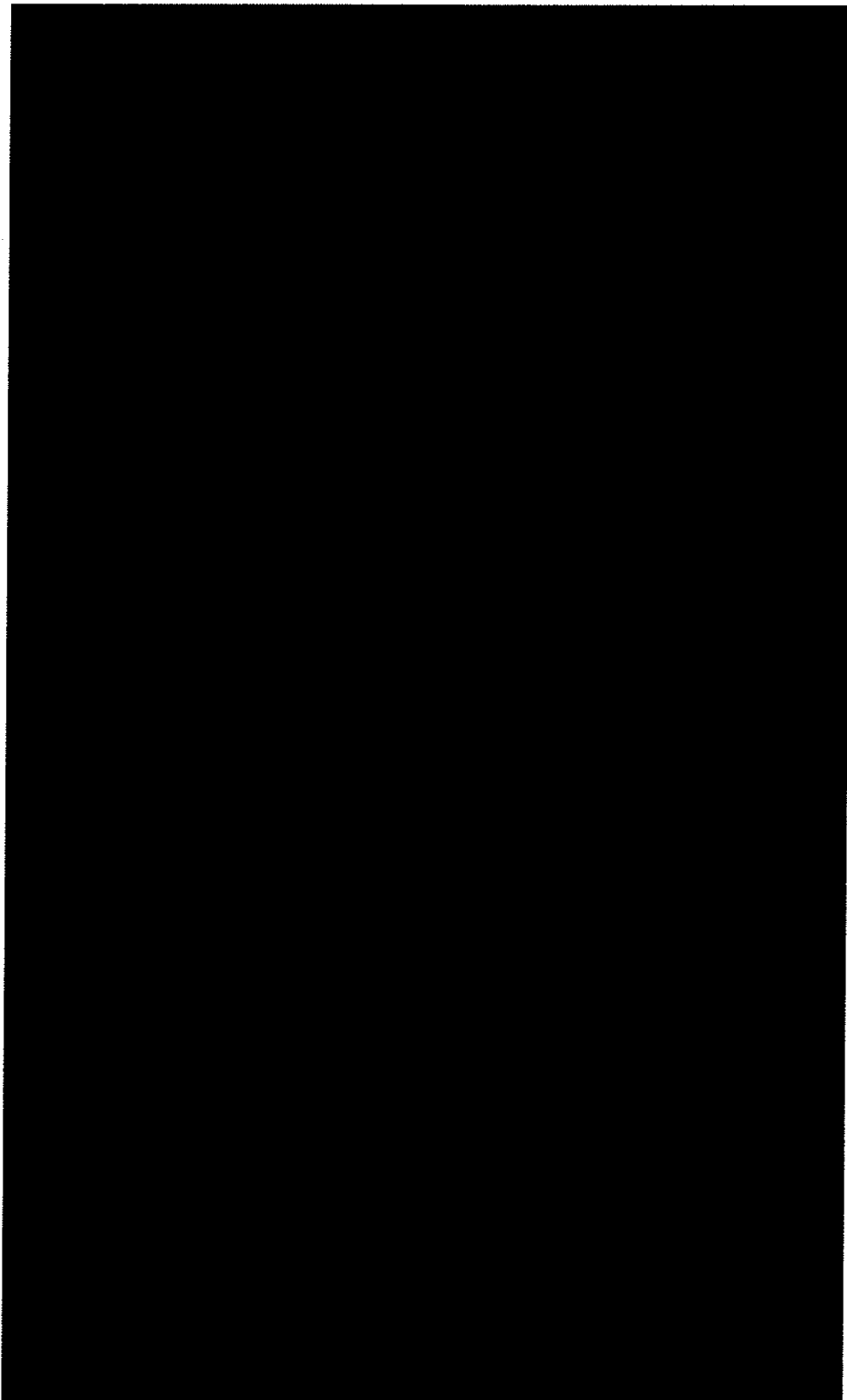
Schedule 4 – Index of Disclosure Materials

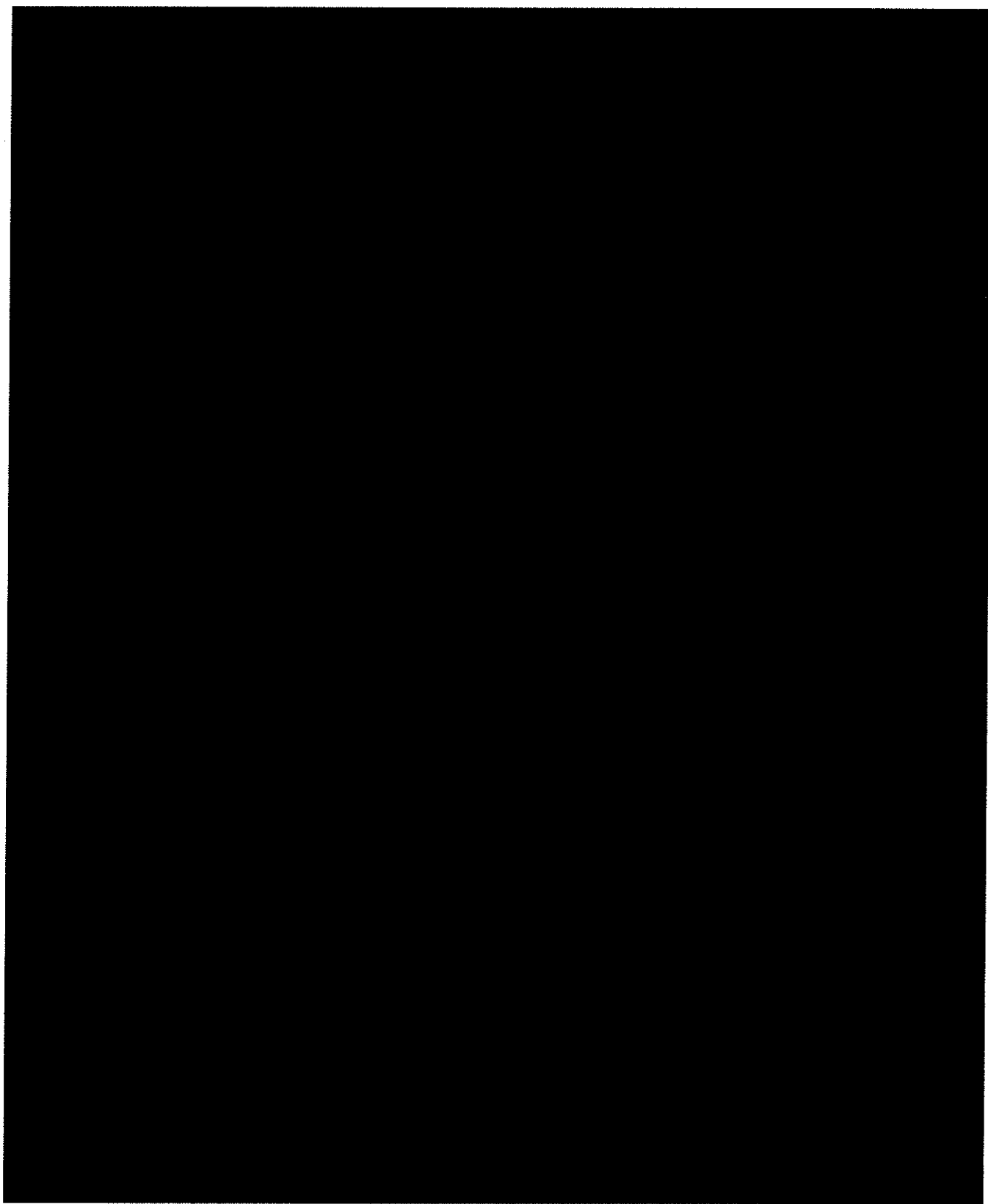
SCHEDULE 4

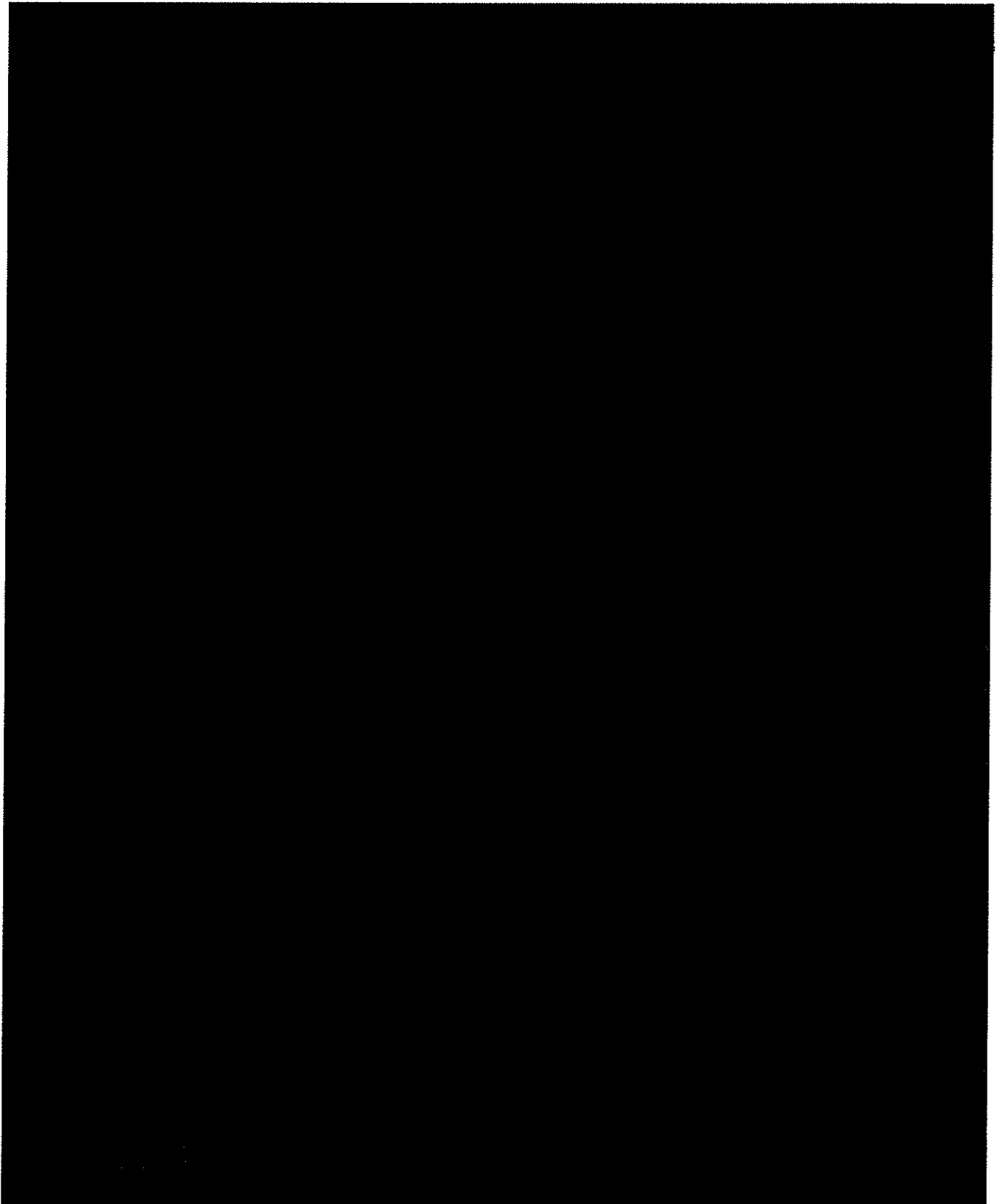


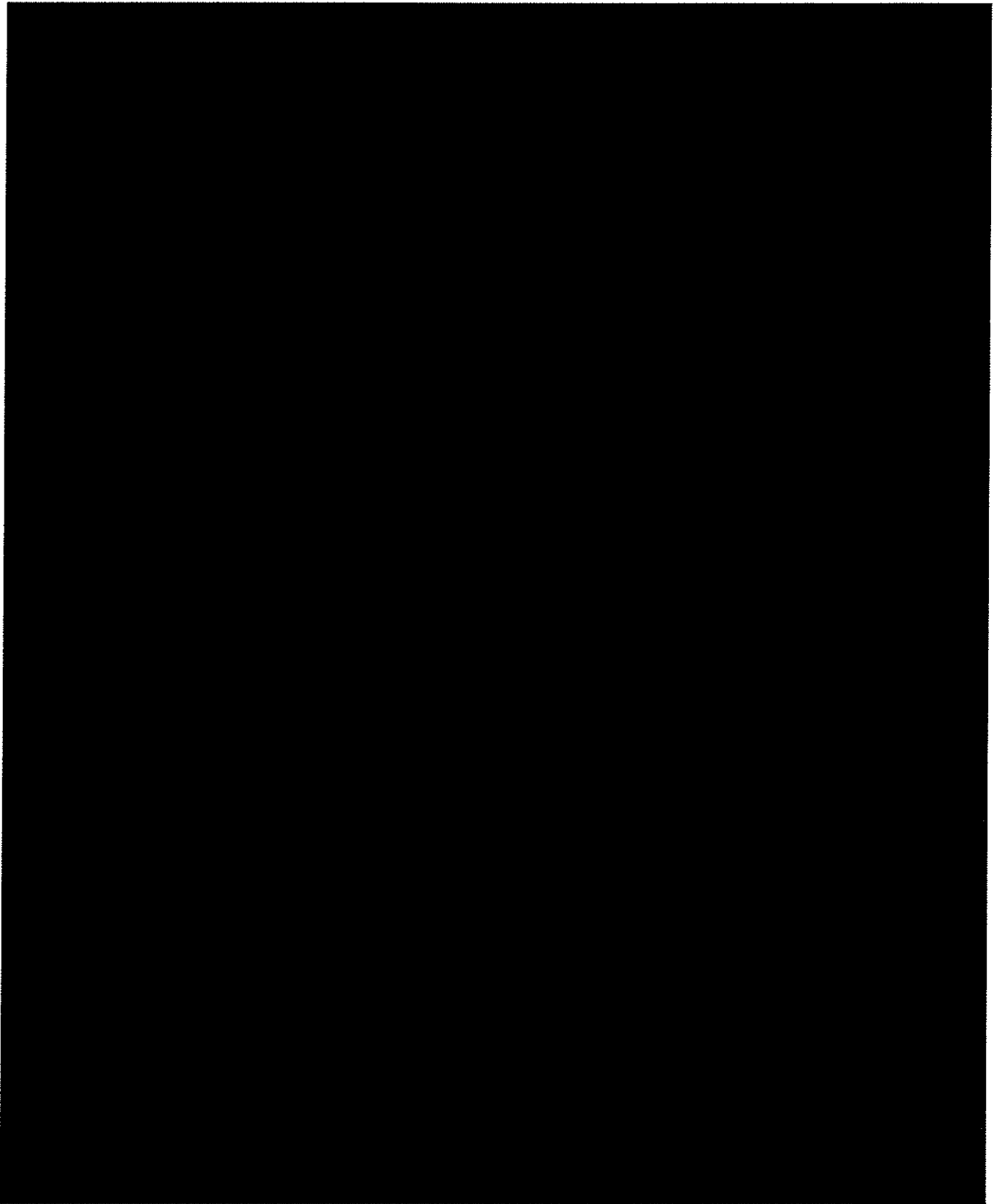


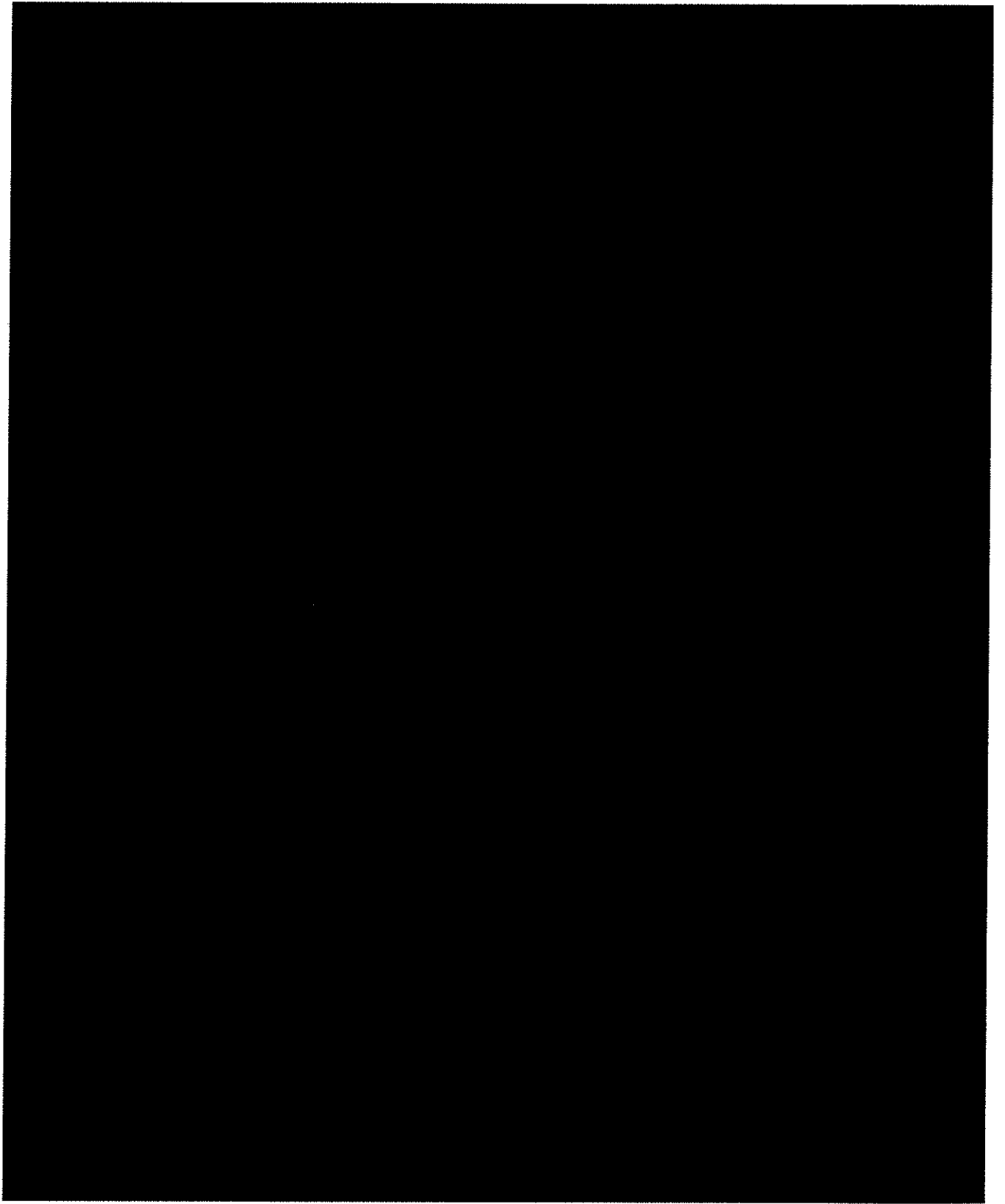


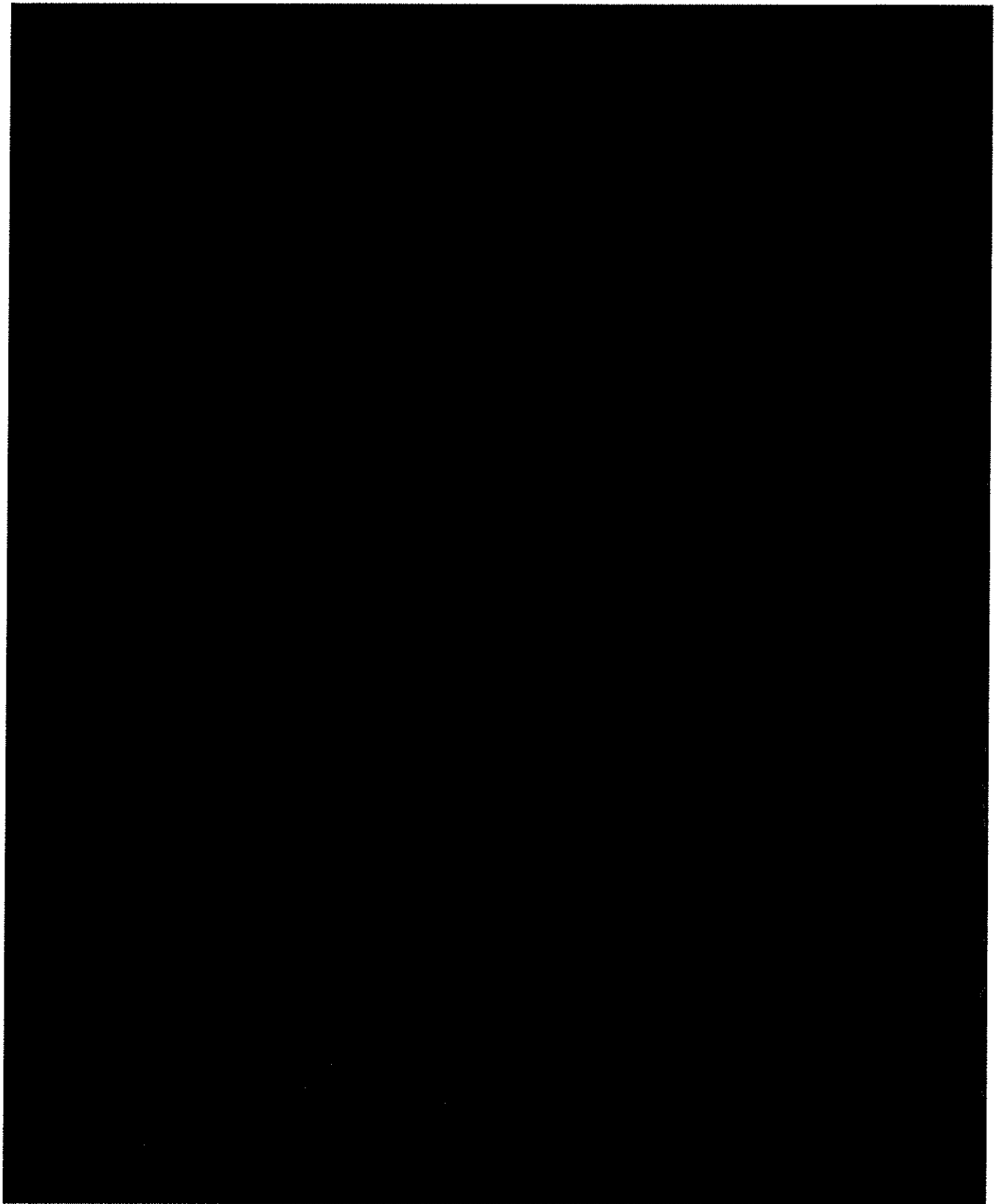


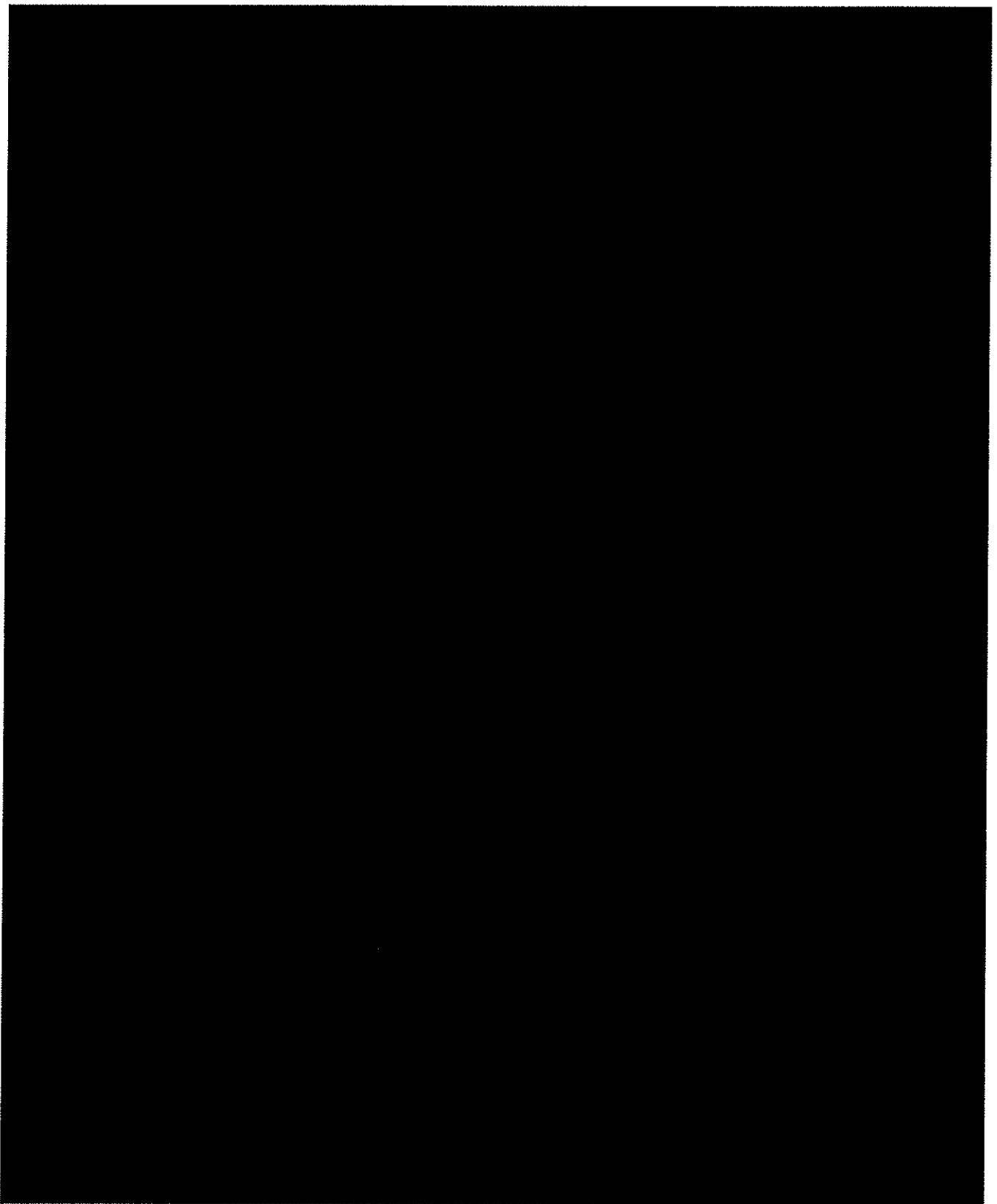


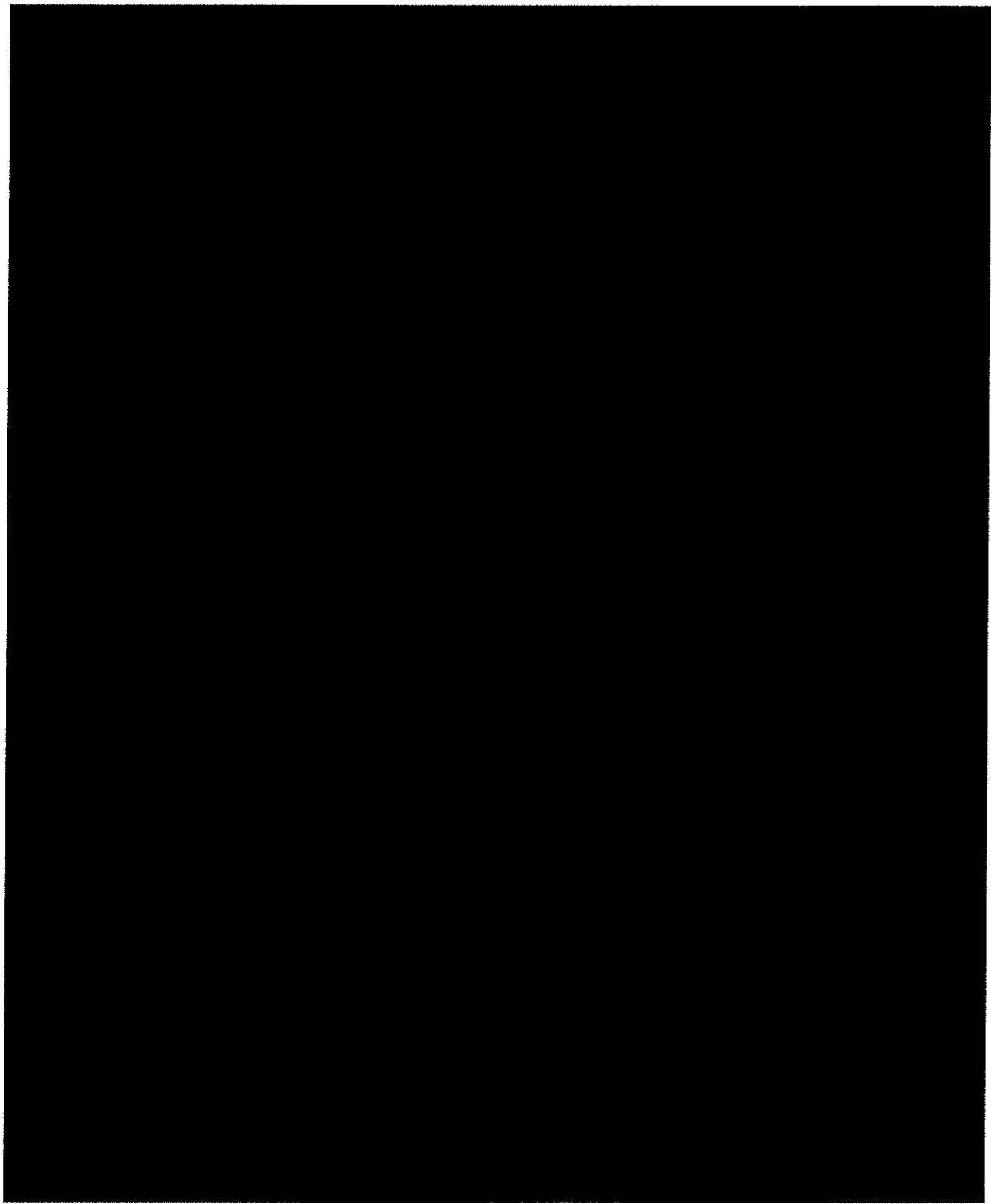


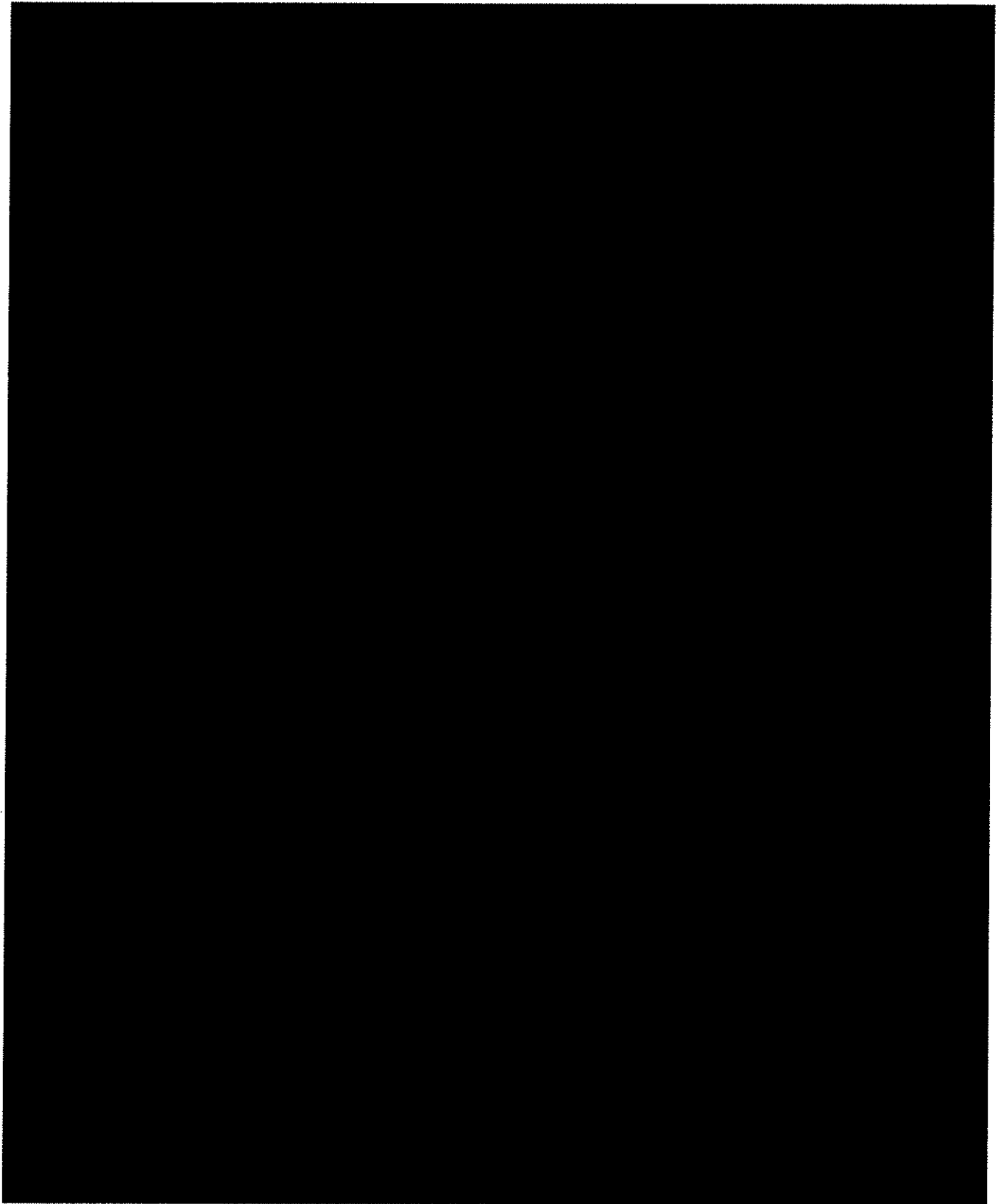


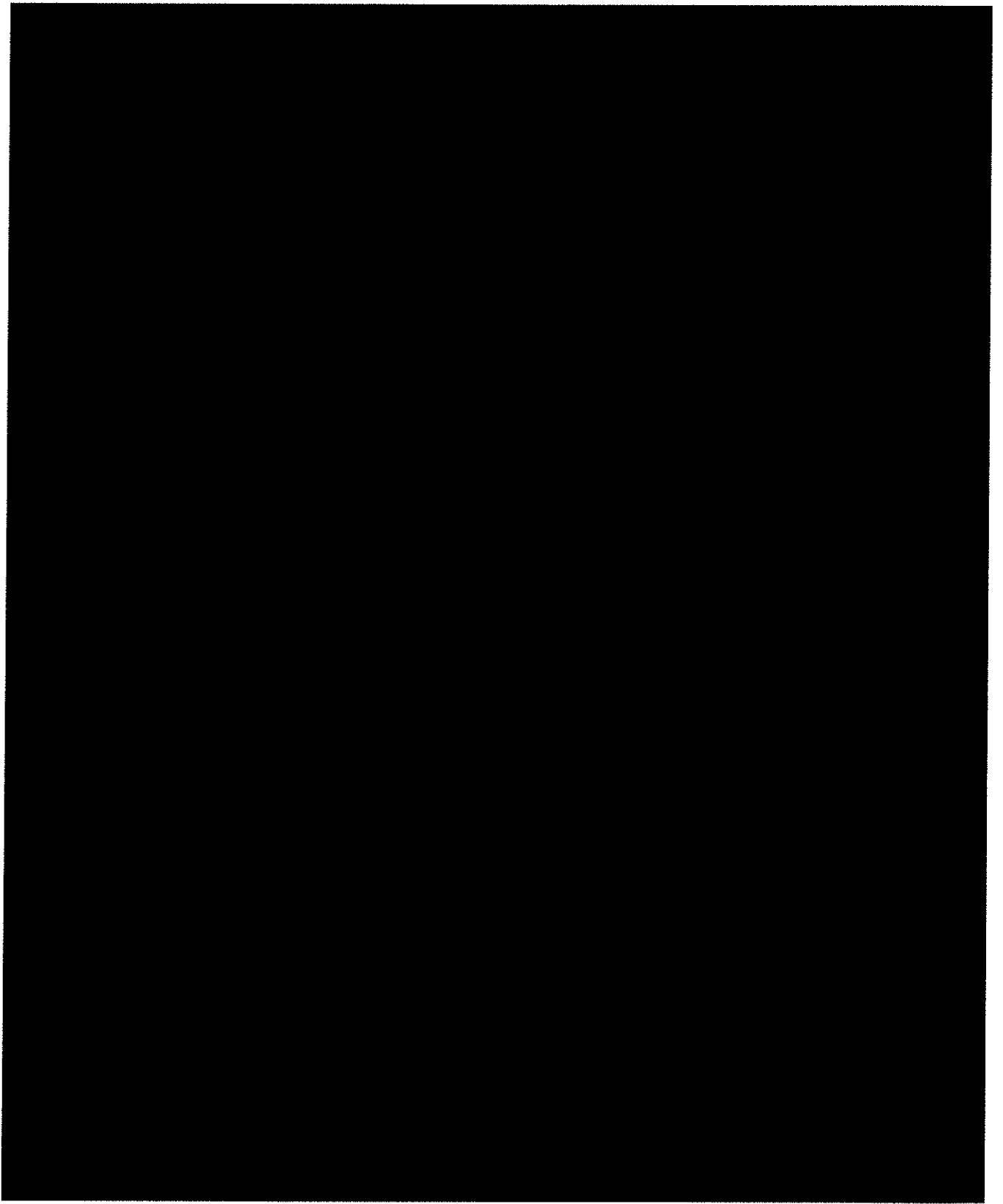


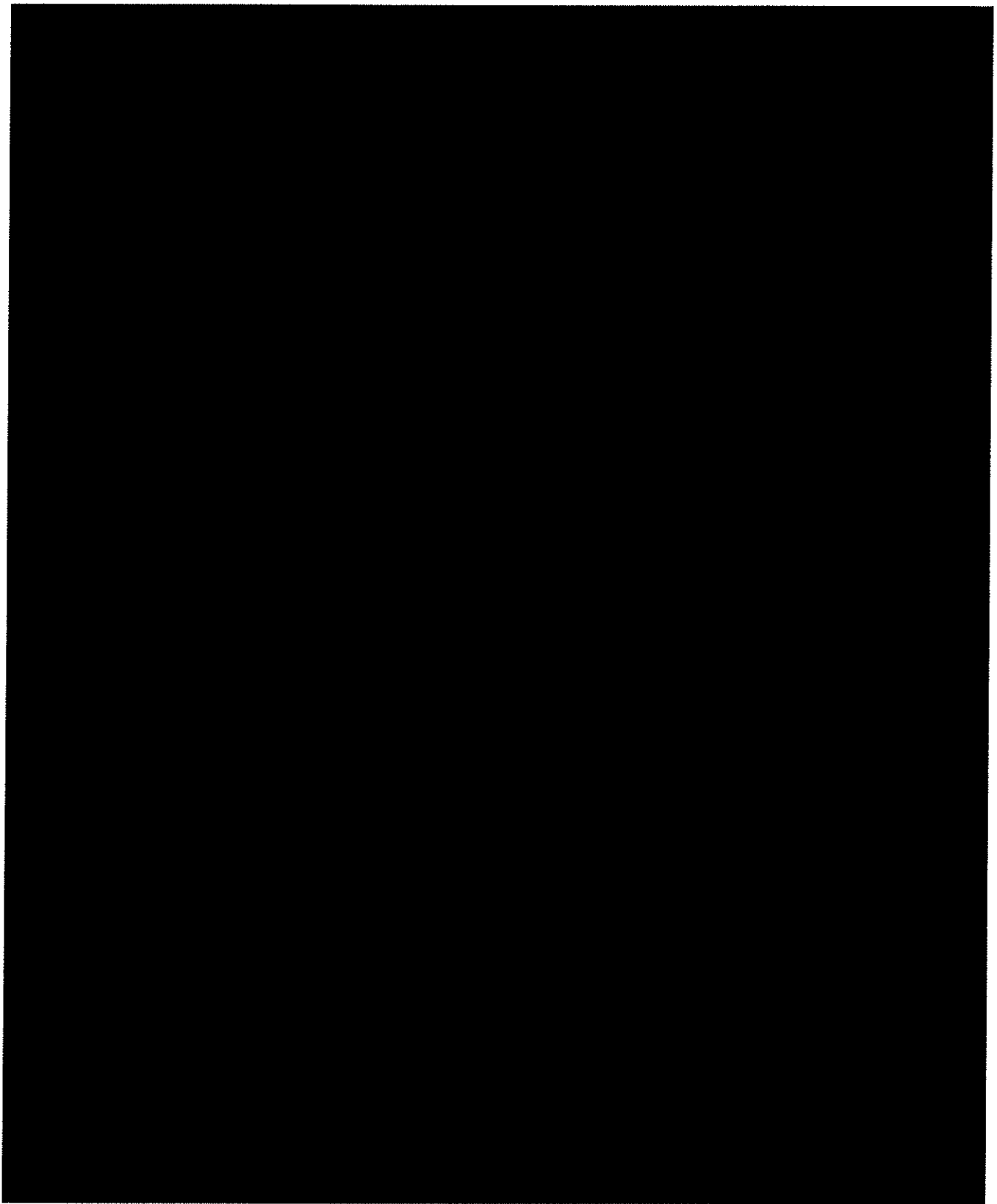


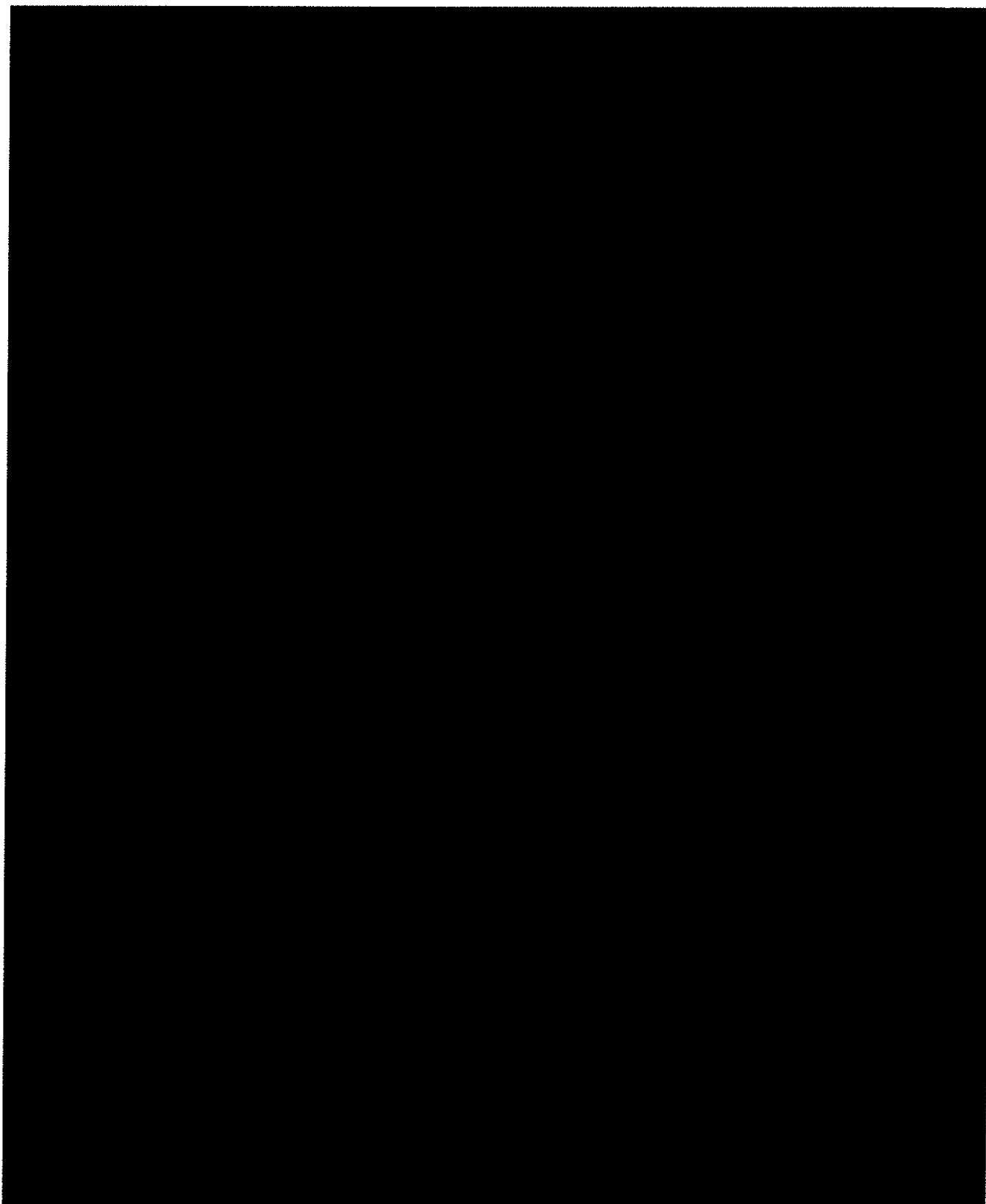


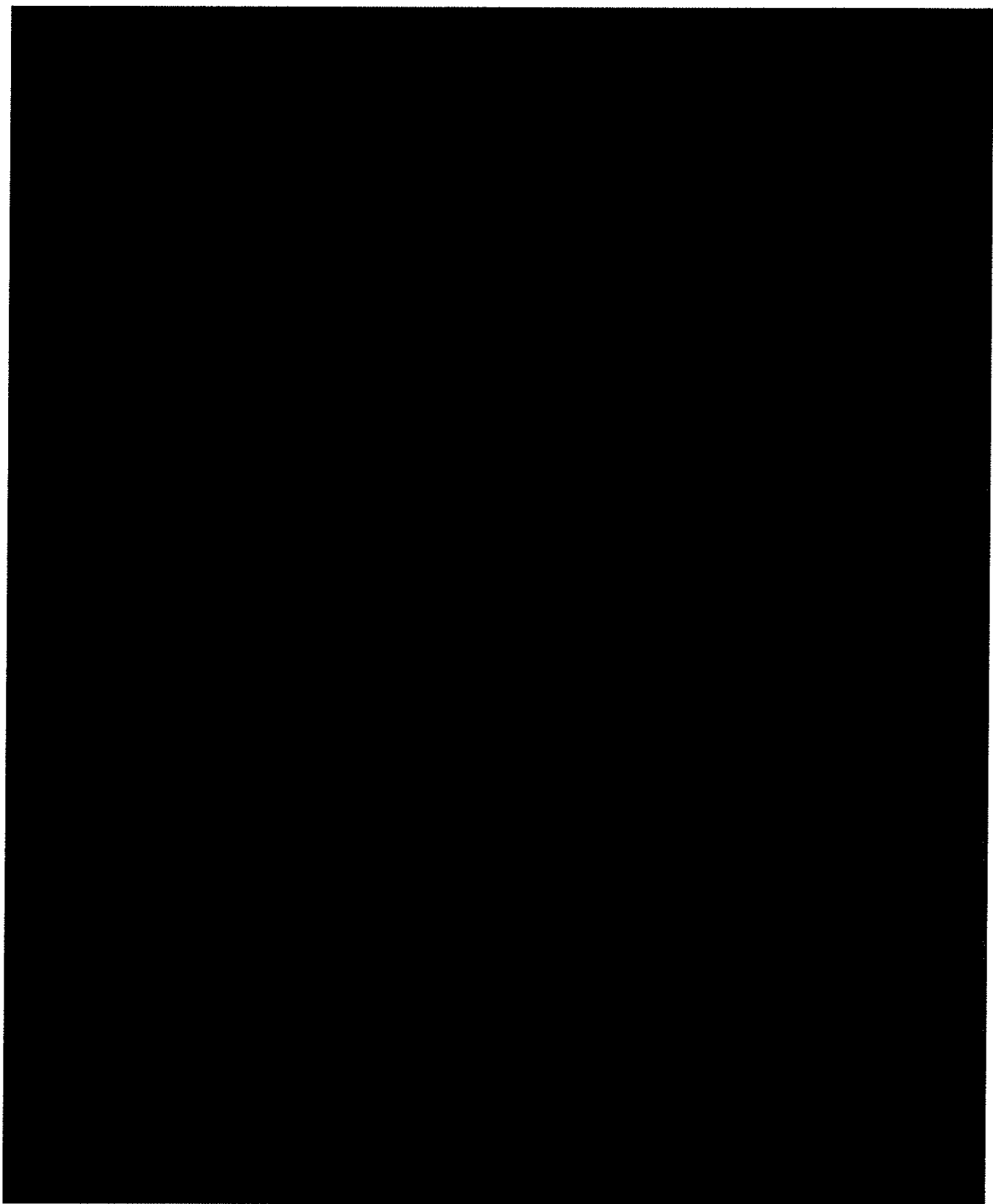






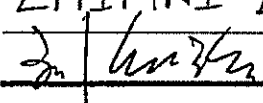






Annexure C - Accession Deed

This is Annexure "C" of 5 pages referred to in Form 603 (Notice of initial substantial holder) signed by me and dated 14 June 2018.

print name	ZHIHAI LIU	capacity	Director
sign here		date	14 / 06 / 2018

Mulliner Investment Limited
Liquefied Natural Gas Limited
IDG Energy Investment Group Limited

Accession Deed

JOHNSON WINTER & SLATTERY
L A W Y E R S

Level 4, 167 St Georges Terrace
PERTH WA 6000
T +61 8 6216 7222 | F +61 8 6216 7200
www.jws.com.au

SYDNEY | PERTH | MELBOURNE | BRISBANE | ADELAIDE
Liability limited by a scheme approved under Professional Standards Legislation

Contents

1	Definitions and interpretation	1
2	Nomination of Nominee	1
3	Accession	2
4	Confirmation and acknowledgement	2
5	General	2
Execution		3

Accession Deed

Date **2018**

Parties

- 1 Mulliner Investment Limited (Nominee)**
Address: Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands
Email: zihai_liu@idgcapital.com
Contact: Liu Zihai
- 2 Liquefied Natural Gas Limited (ABN 19 101 676 779) (Company)**
Address: 45 Ventnor Avenue, West Perth WA 6005
Email: kdoris@lnglimited.com
Contact: Kinga Doris, General Counsel & Joint Company Secretary
- 3 IDG Energy Investment Group Limited (Subscriber)**
Address: Clarendon House, 2 Church Street, Hamilton HM 11, Bermuda
Email: xiang_hao@idgcapital.com
Contact: Xiang Hao

Recitals

- A** The Company and the Subscriber have entered into a subscription agreement dated on or about the date of this deed in relation to the issue of Subscription Shares to the Subscriber (**Subscription Agreement**).
- B** The Subscriber wishes to nominate the Nominee to be the holder of the Subscription Shares at Completion.

Operative part

1 Definitions and interpretation

Unless defined otherwise in this deed, the terms used in this deed shall have the same meaning as in the Subscription Agreement.

2 Nomination of Nominee

- (a) For the purposes of clause 2.2(a) of the Subscription Agreement, the Subscriber by this deed irrevocably nominates the Nominee to be the holder of the Subscription Shares issued at Completion.
- (b) The Subscriber represents and warrants to the Company that the Nominee is an Affiliate of the Subscriber.

- (c) The parties agree that this deed constitutes written notice of the identity of the Nominee at least two Business Days before the Completion Date for the purposes of clause 2.2(a) of the Subscription Agreement.
- (d) The parties agree that following the nomination pursuant to clause 2(a) of this deed, the right to nominate under clause 2.2(a) of the Subscription Agreement is now exhausted.
- (e) The Company acknowledges that upon the execution of this deed, the Nominee will have the benefit of the Subscriber's rights under the Subscription Agreement (including the Warranties) and that such rights will be held by the Subscriber on trust for the benefit of the Nominee, for the purposes of clause 2.2(b) of the Subscription Agreement.

3 Accession

The Nominee, for the benefit of the Company:

- (a) unconditionally and irrevocably agrees that on and from Completion it will comply with, and be bound by, all current and future obligations under clause 4 and clause 6 of the Subscription Agreement as if it were a party to the Subscription Agreement and as if named in place of the Subscriber;
- (b) acknowledges having been provided with, and read, a copy of the Subscription Agreement before signing this deed;
- (c) agrees in writing to the application of a Holding Lock to the Subscription Shares; and
- (d) represents and warrants to the Company that it has not done, or omitted to do, and will not do, or omit to do, any act which would breach clause 4.1 of the Subscription Agreement.

4 Confirmation and acknowledgement

Each party confirms and acknowledges that the Subscription Agreement remains in full force and effect notwithstanding the transaction contemplated by this deed.

5 General

Clauses 16 and 17 of the Subscription Agreement apply to this deed as if they were fully set out in this deed and references to "this document" or "this agreement" were references to "this deed".

Execution

EXECUTED as a deed

Signed, sealed and delivered by Mulliner Investment Limited in the presence of:

zhijie Guo
Witness signature

ZHIJIE GUO
Witness full name
(BLOCK LETTERS)

Zhihai Liu
Authorised officer signature

ZHIHAI LIU DIRECTOR
Authorised officer full name and title
(BLOCK LETTERS)

Executed by Liquefied Natural Gas Limited in accordance with section 127 of the Corporations Act 2001 (Cth) by:

Greg M Vesev
Director signature

GREGORY M. VESEY
Director full name
(BLOCK LETTERS)

King E. Norris
Director/Secretary signature

KING E. NORIS
Director/Secretary full name
(BLOCK LETTERS)

Signed, sealed and delivered by IDG Energy Investment Group Limited in the presence of:

Naiwen Zhang
Witness signature

NAIWEN ZHANG
Witness full name
(BLOCK LETTERS)

Jue Tan
Authorised officer signature

JUE TAN, CFO
Authorised officer full name and title
(BLOCK LETTERS)